Trackmedium Master Professional Services Agreement

This Trackmedium Master Professional Services Agreement (**"MPSA"**) is by and between Trackmedium, LLC, a California limited liability company, with its principal place of business at 4193 Flat Rock Dr Ste 251, Riverside, California, 92505 (**"Trackmedium"**) and the entity identified as the Subscriber in an Order Form or Statement of Work (**"Subscriber"**) (each a **"Party"** and collectively, the **"Parties"**).

This MPSA governs Subscriber's purchase of Professional Services associated with the Products under the Trackmedium Master Subscription Agreement (the "**MSA**") and is incorporated into the Agreement (as defined in the MSA) between Trackmedium and Subscriber by reference.

Order of Precedence. In the event of any conflict or inconsistency, the following order of precedence applies, but only to the extent of the conflict: (a) the Trackmedium Master Subscription Agreement (the "MSA"); (b) any applicable Statement of Work ("SOW") or Order Form, solely with respect to the Professional Services described in it; and (c) this MPSA. A SOW or Order Form may supersede a specific section of this MPSA only if it expressly states that it supersedes that section and identifies the specific section(s) being superseded. A SOW or Order Form may amend, modify, or override the MSA only to the extent permitted under the MSA's "Conflicts" section. For clarity, the confidentiality, limitation of liability, dispute resolution, governing law, and other general terms in the MSA apply to Professional Services and Work Product under this MPSA.

Effective Date of this version: February 25, 2026.

This MPSA is effective between Subscriber and Trackmedium as of the date Subscriber accepts it (**"Effective Date"**) by executing a SOW, Order Form, or Agreement that references this MPSA.

Trackmedium may update this MPSA by posting an updated version at https://www.trackmedium.com/legal, which will be effective as of the date of posting.

Capitalized terms used but not defined in this MPSA have the meanings set forth in the Agreement.

Definitions

"Implementation Consultant" means a Trackmedium resource who performs configuration, consulting, and other services.

"Order Form" means the order form, work order, ordering document, or similar ordering instrument executed by the Parties that references this MPSA and under which Subscriber purchases Professional Services.

"Professional Services" means software configuration, development, consulting, or other services performed by Trackmedium as identified under an Order Form or a SOW, excluding Support Services.

"**Statement of Work**" or "**SOW**" means a mutually agreed document (which may be titled a statement of work, SOW, work order, or similar) that outlines the details of the Professional Services to be purchased by Subscriber, including scope, Work Product (if any), assumptions, timeline, and applicable fees. A SOW is considered part of this MPSA and is also a "Statement of Work" or "SOW" as defined in the Agreement.

"Work Product" means any software, code (including scripts and utilities), Configurations, templates, documentation, specifications, designs, reports, analyses, training materials, and any other work product, materials, or results of services that Trackmedium creates, develops, modifies, or provides (alone or with others) in connection with the Professional Services, whether or not identified in a SOW.

"Configuration(s)" means any modification, extension, configuration, customization, enhancement, integration, derivative work, improvement, adaptation, or other change to the Products, or Documentation (including any components, interfaces, scripts, templates, workflows, reports, forms, fields, rules, automations, APIs, or data mappings) that is created, developed, implemented, or provided

in connection with the Professional Services, regardless of whether such Configuration is described in a SOW.

1. Trackmedium Professional Services

1.1 Description of Professional Services

Trackmedium will provide the Professional Services to Subscriber, as defined in the SOW or Order Form(s) executed by the Parties from time to time. Trackmedium has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Professional Services to be performed by Trackmedium hereunder unless otherwise provided herein.

1.2 Limitations

This MPSA governs Professional Services only and does not grant Subscriber any rights to use or access Products, which are set forth in the Agreement. If Trackmedium has commenced Professional Services at Subscriber's request in connection with any Order Form, proposal, or request for proposal, then all provisions of the MPSA as proposed by Trackmedium shall apply to such activities even if the Order Form or SOW has not been formally executed by both Parties.

2. Subscriber Responsibilities

2.1 Cooperation

Subscriber agrees to cooperate with Trackmedium and provide Trackmedium access to complete and accurate information and data from its officers, agents, and employees; office accommodations and facilities; equipment assistance; suitably configured technology products; licenses, sublicenses, consents; and any other resources in a timely fashion as reasonably required by Trackmedium to perform the Professional Services.

Subscriber agrees that such cooperation, performance of its responsibilities hereunder, and provision of information, data, accommodations and facilities, equipment assistance, and technology products are essential to Trackmedium's ability to perform the Professional Services and that Trackmedium shall be entitled to rely on Subscriber's decisions and approvals in connection with Trackmedium's Professional Services.

2.2 Changes by Subscriber

If any relevant requirements, project plans, schedules, scopes, specifications, designs, software, hardware products, or related system environments or architecture that are set forth in a SOW or Order Form, or otherwise necessary to perform the Professional Services, are changed by Subscriber or any other person not authorized by Trackmedium, Trackmedium shall not be responsible for the change or the completion of Professional Services affected by the change unless Subscriber and Trackmedium specifically consent to the change, scheduling, and additional charges, if any, in writing.

2.3 Acceptance by Subscriber

Subscriber has seven (7) business days to respond to a request for acceptance of Work Product. Acceptance is based on material nonconformities against the Work Product description or acceptance criteria in the applicable SOW or Order Form. If Subscriber does not identify specific defects in an organized deficiency list within this timeframe, the Work Product is deemed accepted.

2.4 Subscriber-Provided Third-Party Products, Rights, and Indemnity

If the Professional Services require Trackmedium to access, use, integrate with, or rely on any third-party software, systems, content, data, or technology products that are provided, designated, controlled, licensed, or otherwise made available by Subscriber or its affiliates, contractors, or vendors (collectively, "Subscriber-Provided Third-Party Products"), Subscriber represents and warrants that it has obtained, and will maintain throughout the applicable SOW, all rights, licenses, sublicenses, consents, and permissions necessary and appropriate for Trackmedium to access and use such Subscriber-Provided Third-Party Products solely to perform the Professional Services. Upon Trackmedium's reasonable request, Subscriber will provide evidence of such rights and permissions. Subscriber will indemnify, defend, and

hold harmless Trackmedium and its affiliates, licensors, and their respective officers, directors, employees, and agents from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs, and expenses (including reasonable attorneys' fees) to the extent arising from or related to Trackmedium's access to or use of Subscriber-Provided Third-Party Products in accordance with Subscriber's instructions or authorization, including any allegation that such access or use infringes, misappropriates, or otherwise violates a third party's intellectual property or other rights.

3. Term

Each SOW or Order Form entered into shall remain in effect until the Professional Services described therein are completed.

4. Professional Services Fees

4.1 Fees

Subscriber shall pay Trackmedium fees for the Professional Services as stated in the applicable SOW or Order Form. Unless otherwise stated, Professional Services are provided on a time and materials basis, and any estimates are non-binding.

4.2 Informal Agreement or Understanding

For any Professional Services performed pursuant to the Parties' informal agreement or understanding for which fees are not specified in a SOW or Order Form, Subscriber shall pay Trackmedium's then-prevailing time and materials rates, provided such rates are disclosed and agreed upon by Subscriber by email prior to commencing Professional Services, unless otherwise agreed in writing.

4.3 Additional Charges Due to Delays

In addition to any other remedies available to Trackmedium, Subscriber will be responsible for additional charges and reimbursement of reasonable costs and expenses incurred by Trackmedium as a result of delays or rescheduling caused by Subscriber, including travel change fees, cancellation and rebooking costs, reserved or nonproductive resource time, and third-party expenses. If Subscriber-caused delays exceed thirty (30) days, Trackmedium may rebaseline the schedule and staffing and may require a revised SOW or written reauthorization to resume performance.

4.4 Payment Terms

Fees, invoicing timing, and payment due dates for Professional Services will be as stated in the applicable SOW or Order Form. If not stated, Subscriber must pay the invoice in full before Trackmedium begins work. Trackmedium may suspend or delay scheduling and performance of Professional Services until payment is received.

5. Expenses

Unless otherwise specified in a SOW or Order Form, Subscriber shall reimburse Trackmedium for reasonable out-of-pocket expenses incurred in rendering the Professional Services, including reasonable travel and transportation expenses, lodging, and meals, provided such expenses are preapproved by Subscriber. Trackmedium will invoice Subscriber for travel time associated with the Professional Services at a rate of $100 USD per hour for the actual time traveled, not to exceed four (4) hours per resource, per trip.

6. Intellectual Property and Ownership

6.1 Subscriber Data and Subscriber Materials

Subscriber retains all right, title, and interest in and to Subscriber Data and content, including any data, text, files, images, records, templates, or other materials that Subscriber or its users provide to Trackmedium or upload, submit, or generate in connection with the Professional Services or the Products. Nothing in this MPSA transfers ownership of Subscriber Data to Trackmedium. If Subscriber provides Trackmedium with pre-existing materials, specifications, workflows, forms, branding, templates, or other content for use in performing the Professional Services (**"Subscriber Materials"**), Subscriber retains ownership of such Subscriber Materials. Subscriber grants Trackmedium a limited, non-exclusive, royalty-

free right during the term of the applicable SOW to use Subscriber Data and Subscriber Materials solely to perform the Professional Services and, if applicable, to deliver Work Product.

6.2 Products and Trackmedium Tools

In the course of performance, Trackmedium may use software applications, code, templates, accelerators, utilities, scripts, documentation, methodologies, processes, tools, and know-how that are owned by Trackmedium or its licensors, whether existing prior to the SOW or developed independently of the SOW (collectively, **"Trackmedium Tools"**). Trackmedium Tools and Products are Trackmedium Confidential Information for purposes of the Agreement. Except as expressly stated in this MPSA or the Agreement, Subscriber receives no ownership rights in Trackmedium Tools or Products.

6.3 Work Product and Configurations

For clarity, Work Product may include or result in Configurations. To the extent Work Product consists of, includes, or results in a modification, extension, configuration, enhancement, derivative work, improvement, or customization of the Products, or Documentation, Subscriber acknowledges and agrees that such Configurations are and shall remain the property of Trackmedium. The license and ownership provisions and all applicable restrictions in the Agreement govern Subscriber's use of Configurations, and this MPSA does not grant license rights to Configurations beyond those granted in the Agreement.

As between the Parties, and excluding Subscriber Data and Subscriber Materials, all Work Product and Configurations are and shall remain the property of Trackmedium, including all intellectual property and other proprietary rights therein. To the extent any such rights vest in Subscriber by operation of law or otherwise, Subscriber hereby irrevocably assigns, and agrees to assign, all such rights to Trackmedium, including all rights in copyrights, trade secrets, trademarks, patents, inventions, discoveries, processes, methods, designs, and know-how, whether or not copyrightable or patentable.

Subscriber acknowledges and agrees that Trackmedium may incorporate, reuse, or adapt any Work Product (including any ideas, concepts, know-how, and techniques embodied therein) in Trackmedium Tools and Products, and may develop, enhance, and offer Trackmedium Tools and Products for itself and for third parties, provided Trackmedium does not disclose Subscriber Confidential Information or Subscriber Data in violation of the Agreement.

Subscriber will execute documents and take actions reasonably requested by Trackmedium to evidence, perfect, maintain, or enforce Trackmedium's rights in the Work Product and Configurations.

6.4 Subscriber License to Work Product

Upon final payment for the applicable SOW, Trackmedium grants Subscriber a limited, non-exclusive, non-transferable, fully paid-up license to use the Work Product developed under that SOW solely for Subscriber's internal business purposes and solely in connection with Subscriber's authorized use of the Products under the Agreement. This license is subject to (a) the confidentiality obligations in the Agreement, and (b) the restrictions and license scope in the Agreement for any Work Product that is, includes, or results in Configurations. Subscriber may not sell, rent, lease, sublicense, distribute, publish, provide access to, or otherwise make available any Work Product to any third party except as expressly permitted under the Agreement. Any modifications made by Subscriber are made at Subscriber's sole risk and do not change Trackmedium's ownership.

6.5 Reservation of Rights and Continuity of Business

Subscriber acknowledges that Trackmedium is in the business of providing, licensing, and configuring its products for a wide variety of customers and will continue these activities. Nothing in this MPSA limits Trackmedium from providing services, developing, licensing, configuring, marketing, or distributing software, materials, or services for itself or others, even if similar to any Work Product or Configurations created under a SOW, and regardless of the sequence of development, provided Trackmedium does not disclose Subscriber Confidential Information or Subscriber Data in violation of the Agreement.

Trackmedium may use and exploit any general knowledge, skills, experience, ideas, concepts, and techniques used or gained in performing the Professional Services, provided Trackmedium does not disclose Subscriber Confidential Information or Subscriber Data in violation of the Agreement.

Trackmedium's rights under this Section 6.5 are **perpetual and irrevocable**.

6.6 No Implied Licenses
Except for the limited rights expressly granted in this MPSA and the Agreement, no license or other rights are granted by Trackmedium, whether by implication, estoppel, waiver, or otherwise. All rights not expressly granted are reserved by Trackmedium and its licensors.

7. Warranties
7.1 Warranty
For a period of thirty (30) days following delivery of the applicable Work Product (or, if no Work Product is delivered under a SOW, thirty (30) days following completion of the applicable Professional Services), Trackmedium warrants, solely for the benefit of Subscriber, that: (a) the Professional Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards, and (b) the Work Product will conform substantially to the descriptions specified in each SOW or Order Form. For clarity, the warranty period for any Work Product resulting from the Professional Services will in no event exceed the termination date of the Professional Services. Trackmedium makes no warranty that any Trackmedium Professional Service or Work Product will be error-free or uninterrupted, and Trackmedium is not obligated to address all non-conformities.

7.2 Exclusive Remedy
Trackmedium's entire liability and Subscriber's sole and exclusive remedy for breach of the warranty in Section 7.1 is for Trackmedium to use commercially reasonable efforts to reperform the affected Professional Services or, at Trackmedium's option, terminate the applicable SOW or Order Form and refund fees paid for the portion of Professional Services giving rise to the breach plus any prepaid fees for the Products not provided due to termination.

7.3 Exclusions
The warranty in Section 7.1 does not apply if: (a) the Work Product is not used in accordance with applicable Documentation, or (b) the alleged warranty breach is caused by (i) a modification to the Work Product, (ii) Subscriber, (iii) any third party software or technology product, or (iv) a Release applied to the Product.

7.4 Notice
Subscriber must notify Trackmedium within the warranty period in writing of the alleged breach and provide a precise description of the problem and all relevant information reasonably necessary for Trackmedium to rectify the breach.

7.5 Warranty Disclaimer
OTHER THAN AS EXPRESSLY SET FORTH IN THIS MPSA, AND EXCLUDING ANY WARRANTIES EXPRESSLY SET FORTH IN ANY STATEMENT OF WORK OR OTHER WRITTEN TERMS AND CONDITIONS AGREED TO BY THE PARTIES, NEITHER TRACKMEDIUM NOR ITS PARENT, AFFILIATES, SUBSIDIARIES, LICENSORS, SUBCONTRACTORS, EMPLOYEES, AGENTS, DISTRIBUTORS, MARKETING PARTNERS, RESELLERS, OR OTHER PARTNERS MAKE ANY WARRANTIES OR REPRESENTATIONS TO SUBSCRIBER, ANY OF ITS AFFILIATES, OR ANY OTHER PARTY, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE WORK PRODUCT, PROFESSIONAL SERVICES, PRODUCTS, OR ANY RELATED MATERIALS OR DOCUMENTATION, OR OTHERWISE REGARDING THIS MPSA.

WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT ARE

EXPRESSLY EXCLUDED AND DISCLAIMED. TRACKMEDIUM DOES NOT WARRANT THAT THE WORK PRODUCT, PROFESSIONAL SERVICES, OR PRODUCTS WILL MEET SUBSCRIBER REQUIREMENTS, THAT THE WORK PRODUCT, PROFESSIONAL SERVICES, OR PRODUCTS ARE WITHOUT DEFECT OR ERROR, OR THAT THE WORK PRODUCT, PROFESSIONAL SERVICES, OR PRODUCTS WILL BE TIMELY, SECURE, UNINTERRUPTED, OR WILL OPERATE WITH ANY HARDWARE, SOFTWARE, SYSTEMS, OR SERVICES NOT EXPRESSLY SPECIFIED IN THE APPLICABLE STATEMENT OF WORK, ORDER FORM, OR DOCUMENTATION.

THE WORK PRODUCT, PROFESSIONAL SERVICES, AND PRODUCTS ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW.

8. Independent Contractor

Trackmedium and its Implementation Consultant(s) are independent contractors and not employees of Subscriber in the performance of duties under this MPSA. The methods, manner, and means of conducting the Professional Services are under the control and direction of Trackmedium and its Implementation Consultant(s).