



AUDITORIA

AUDITORIA.AI PROFESSIONAL SERVICES AGREEMENT

This Auditoria.AI Professional Services Agreement (the "PSA") by and between Auditoria.AI Inc., a Delaware corporation having its principal office at 3031 Tisch Way, 110 Plaza West, San Jose, CA, 95128 ("Auditoria.AI") and _____, a _____ having its principal office at _____ ("Customer") is entered into as of _____ (the "Effective Date").

1. Services.

- 1.1 Auditoria.AI agrees to use reasonable commercial efforts to perform the Professional Services set forth in one or more Statements of Work (each, a "Statement of Work" or "SOW").
- 1.2 The Customer understands that, in order to perform the Professional Services in a timely and accurate manner, Auditoria.AI will need to rely on Customer for access to certain Customer hardware, software, systems and personnel, and that Auditoria.AI's performance is dependent in part on the Customer's actions, including the timely delivery of information/material, and the timely performance of certain tasks. Accordingly, Customer will use reasonable commercial efforts to timely provide Auditoria.AI with any items and assistance specified in the relevant Statement of Work. Any dates or time periods relevant to Auditoria.AI's performance will be extended appropriately and equitably to reflect any delays resulting from Customer actions or inactions or changes to Customer products or systems.

2. Compensation; Billing Procedures.

- 2.1 Customer shall pay the Fees for the Professional Services as set forth in the Statement of Work. All Fees are due within thirty (30) days of the invoice date. Auditoria.AI's Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities in connection with any SOW. Customer is responsible for paying all taxes, levies, or duties other than taxes on Auditoria.AI's net income unless Customer provides Auditoria.AI a valid tax exemption certificate authorized by the appropriate taxing authority.
- 2.2 Unless otherwise specified in the relevant SOW, Customer agrees to pay Auditoria.AI all actual and reasonable out-of-pocket expenses incurred by Auditoria.AI in connection with the Professional Services.

3. Confidential Information. Each party agrees that any non-public data, information and other materials regarding the products, Professional Services or business of a party (and/or, if either party is bound to protect the confidentiality of any third party's information, of a third party) provided to the other party where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, be reasonably considered to be confidential and/or proprietary shall be deemed the "Confidential Information" of the other Party. Without limiting the foregoing, the Auditoria.AI Services (as defined by the Auditoria Master Subscription Agreement or other Agreement to which Customer is bound (the "MSA") governing Customer's use of the Auditoria hosted solution (the "Auditoria Hosted Solution"), any performance data, benchmark results, and technical information relating thereto, the Documentation, Auditoria.AI's pricing information and the terms and conditions of this PSA (but not its existence) shall be deemed the Confidential Information of Auditoria.AI. Notwithstanding the foregoing, Confidential Information shall not include information which: (i) is already known to the Receiving Party prior to disclosure by the Disclosing Party; (ii) becomes publicly available without fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the Disclosing Party; or (iv) is required to be disclosed by law or governmental regulation, provided that the Receiving Party provides reasonable notice to Disclosing Party of such required disclosure and reasonably cooperates with the Disclosing Party in limiting such disclosure. Each party (the "Receiving Party") agrees to keep the Confidential Information of the other party (the "Disclosing Party") in confidence and not to use such Confidential Information except in performing hereunder. Except as expressly

authorized herein, the Receiving Party agrees to: (i) treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care; and (ii) disclose the Disclosing Party's Confidential Information only to those employees and contractors of the Receiving Party who have a need to know such information for the purposes of this PSA, provided that any such employee and contractor shall be subject to a binding written PSA with respect to such Confidential Information at least as restrictive as the terms of this PSA, and the Receiving Party shall indemnify and hold the Disclosing Party harmless for any non-compliance of such employee or third party with the terms of this PSA.

4. Term/Termination.

- 4.1 This PSA shall commence on the Effective Date specified above and continue thereafter, unless terminated earlier as described in this section 4.
- 4.2 If either party materially breaches this PSA, the other party may terminate this PSA by giving the breaching party thirty (30) days written notice of such breach, unless the breach is cured within the notice period. If there are no outstanding SOW's pursuant to this PSA, either party may terminate this PSA upon written notice to the other. This PSA shall terminate automatically upon termination or expiration of the MSA.
- 4.3 Upon termination of this PSA, Customer agrees to pay Auditoria.AI all amounts due or accrued as of the date of such termination. Sections 2, 3, 4.3, 5.2, 5.3 and 6 shall survive any termination or expiration of this PSA.

5. Warranty and Disclaimer; Limitation on Liability.

- 5.1 Warranty. For a period of thirty (30) days from the performance of the Professional Services, Auditoria.AI warrants to Customer that the Professional Services provided will be of a professional quality, conforming to generally accepted industry standards and practices for similar Professional Services. Customer's sole remedy, and Auditoria.AI's entire liability, for breach of the foregoing will be to re-perform the Professional Services conforming to the specifications/requirements, or if Auditoria.AI fails to do so within 30 days of Customer's notice, either party may terminate the applicable SOW and Auditoria.AI will refund to Customer the Customer the fees paid to Auditoria.AI in connection with the non-conforming Professional Services and any prepaid, unused Fees.
- 5.2 Warranty Disclaimer. EXCEPT AS EXPRESSLY STATED HEREIN, ALL PROFESSIONAL SERVICES AND DELIVERABLES AND ANY OTHER MATERIALS OR SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND AUDITORIA.AI MAKES NO WARRANTIES WHATSOEVER EXPRESS OR IMPLIED, WITH RESPECT TO ANYTHING PROVIDED HEREUNDER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 5.3 Limitation on Liability. NOTWITHSTANDING ANYTHING ELSE IN THIS PSA, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY WITH RESPECT TO ANY SUBJECT MATTER OF THIS PSA UNDER ANY CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY (A) SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR (B) FOR ANY AMOUNT GREATER THAN THE AMOUNTS ACTUALLY PAID (PLUS, IN THE

CASE OF CUSTOMER, OWED) TO AUDITORIA.AI UNDER THE SOW GIVING RISE TO THE CAUSE OR ACTION.

6. **General.**

- 6.1 **Modifications to the Auditoria.AI Software.** Except to the extent materials are expressly designated in the relevant Statement of Work as "Customer Owned Deliverables", to the extent that any work of authorship, or invention is created under this PSA or any intellectual property relating to the Auditoria Hosted Solution is created/developed in the course of performance under this PSA (each, a "Deliverable") Auditoria.AI shall own such Deliverable and such Deliverable shall be deemed "Services" under the MSA and shall be subject to the license and restrictions specified in the Auditoria.AI License PSA. For the avoidance of doubt, Deliverable shall not include any output resulting from Customer's use of the Auditoria Hosted Solution, which shall be owned by Customer. Auditoria.AI and Customer currently do not contemplate developing any intellectual property under this PSA that shall be owned by Customer. If any materials are expressly designated in a Statement of Work as Customer Owned Deliverables, Auditoria.AI acknowledges and agrees that all right, title and interest in that Customer Owned Intellectual Property is hereby irrevocably assigned to Customer and Auditoria.AI agrees to execute any additional documents and take any additional actions reasonably requested by Customer to effect the purposes of this Section. The parties agree that, notwithstanding the foregoing, nothing in this PSA shall be deemed to grant to Customer any right, title, interest or license to the Auditoria Hosted Solution or any Auditoria.AI Confidential Information not expressly provided in the relevant MSA.
- 6.2 **Conflicts.** The Terms and Conditions stated herein shall take precedence over and shall govern over any inconsistent or conflicting terms in the SOW, unless and solely to the extent that the parties expressly state in a signed writing that they intend to override the Terms and Conditions.
- 6.3 **Relationship of Parties.** For all purposes under this PSA each party shall be and act as an independent contractor and shall not bind nor attempt to bind the other to any contract.
- 6.4 **Assignment.** Neither Party may assign, sublicense or otherwise transfer (by operation of law or otherwise) this Agreement, or any of a Party's rights or obligations under this PSA, to any third party without the other Party's prior written consent, which consent must not be unreasonably withheld, delayed or conditioned; provided, however, that either Party may assign or otherwise transfer this PSA, along with all associated

SOW's (and all its rights and obligations thereunder), (a) to a successor-in-interest in connection with a merger, acquisition, reorganization, a sale of most or all of its assets, or other change of control, or (b) to its Affiliate.

- 6.5 **Governing Law.** This PSA shall be governed by and construed in accordance with the laws of the United States and the State of California, excluding rules governing conflict of law and choice of law. The federal and state courts within San Francisco County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of this PSA.
- 6.6 **Excusable Delay.** Neither party shall not be liable to the other party for any delay or failure to perform which is due to causes beyond the control of such party, including, but not limited to, acts of God, acts of the public enemy, acts of any governmental authority in its sovereign capacity, fires, floods, hurricanes, earthquakes, epidemics, quarantine restrictions, strikes or other labor disputes and freight embargoes. If the act or condition beyond a party's reasonable control that prevents that party from performing any of its obligations under this PSA continues for thirty (30) days or more, then either party may terminate this PSA and/or the applicable SOWs with ten (10) days written notice to the other party.
- 6.7 **Miscellaneous.** No waiver, change, or modification to this PSA will be effective unless in writing signed by both parties. Any notices in connection with this PSA will be in writing and sent by certified US mail (return receipt requested), hand delivery or major commercial rapid delivery courier service to the address specified on the cover sheet or such other address as may be properly specified by written notice hereunder. Such notices shall be deemed to have been received on the first business day following the day of s hand delivery, delivery by commercial rapid delivery courier service, or on the fifth business day following the day of forwarding by certified mail. The parties agree that this PSA may be signed by manual or facsimile signatures and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Should any term of this PSA be declared void or unenforceable by any court of competent jurisdiction, that provision shall modified, limited or eliminated to the minimum extent necessary and such declaration shall have no effect on the remaining terms hereof, which shall continue in full force and effect. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

By signing below, the parties agree to be bound by all the terms of this PSA as of the Effective Date.

AUDITORIA.AI INC		CUSTOMER	
ADDRESS:	3031 Tisch Way 110 Plaza West San Jose, CA, 95128	ADDRESS:	
SIGNATURE:		SIGNATURE:	
NAME:	Robert Mally	NAME:	
TITLE:	Chief Financial Officer	TITLE:	
DATE:		DATE:	

