



This Master Agreement (the “**Agreement**”) sets forth terms under which Sentera, Inc., located at 767 Eustis Street, Suite 120, Saint Paul, MN, a Delaware corporation (“**Company**”) shall provide products and services to you, the client (the “**Client**”). In this Agreement, "Client," "you," "your," and “yourself” refer collectively to you, the client, and any corporation, partnership, company or other business entity you represent, and "Sentera," "we", "us" and "our" refer collectively to Sentera. You and Sentera may be individually referred to as a "party" or collectively as the "parties."

**IMPORTANT:**

PLEASE READ THIS AGREEMENT CAREFULLY. YOU WILL HAVE ACCEPTED THIS AGREEMENT WHEN YOU (1) CLICK THE "I ACCEPT" OR SIMILAR BUTTON OR ACKNOWLEDGEMENT REGARDING THIS AGREEMENT; OR (2) BY AGREEING TO OTHER TERMS SUCH AS A QUOTE, INVOICE, STATEMENT OF WORK, OR OTHER DOCUMENT OR AGREEMENT REFERENCING THIS AGREEMENT, SUCH ACCEPTANCE INCLUDING WITHOUT LIMITATION SIGNING SUCH DOCUMENTS OR YOUR USE OF OR PAYMENT FOR THE PRODUCTS OR SERVICES IN SUCH DOCUMENTS. YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP, COMPANY OR ANY OTHER ENTITY, YOU HEREBY REPRESENT AND WARRANT TO SENTERA THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF AND BIND THE ENTITY TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

SENERA RESERVES THE RIGHT, FROM TIME TO TIME, WITH OR WITHOUT NOTICE TO YOU, TO MAKE CHANGES TO THIS AGREEMENT IN SENTERA'S SOLE DISCRETION. THE PURCHASE OF PRODUCTS OR SERVICES FROM SENTERA AFTER SUCH CHANGES CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES. THE MOST CURRENT VERSION OF THIS AGREEMENT, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED AT THE LINK TO THE SENTERA AGREEMENT LOCATED AT [HTTPS://SENERA.COM/MASTER-AGREEMENT/](https://sentera.com/master-agreement/).

1. **Certain Definitions.** In addition to other terms that are defined as set forth in this Agreement, the following terms shall have the following definitions:
  - 1.1. “**Confidential Information**” means and collectively includes all technical and non-technical information including proprietary information, know-how, trade secrets, plans, designs, processes, formulas, discoveries, inventions and ideas, software programs, software source code, tools, sales and marketing data and plans, pricing and cost information, and any other technical or business information which a party to this Agreement (“**Disclosing Party**”) discloses or reveals to the other party (“**Receiving Party**”) in connection with the Agreement and the products and services contemplated by this Agreement. Confidential Information

shall not include information which: (a) is or becomes public knowledge through no fault of the Receiving Party; (b) was in the Receiving Party's rightful possession before receipt from the Disclosing Party; (c) is rightfully received by the Receiving Party from a third party without any duty of confidentiality; (d) is disclosed to a third party by the Disclosing Party without a duty of confidentiality on the third party; (e) is independently developed by the Receiving Party; or (f) is disclosed with the prior written approval of the Receiving Party. Confidential Information may be disclosed in response to a valid court order or other legal process only to the extent required by such order or process and only after the Receiving Party has given the Disclosing Party written notice of such court order or other legal process promptly, if allowed by law, and the opportunity for the Disclosing Party to seek a protective order or confidential treatment of such Confidential Information.

- 1.2. **"Intellectual Property"** means all of the following anywhere in the world and all legal rights, title, or interest in the following arising under equity or law, whether or not filed, perfected, registered or recorded and whether now or later existing, filed, issued or acquired, including all renewals: all patents and applications for patents whether granted or pending, now or in the future; all inventions (whether patentable or not and whether or not reduced to practice), invention disclosures, know-how, and Confidential Information including without limitation trade secrets; all works of authorship, copyrights, copyright registrations and copyright applications, copyrightable works, and all other corresponding rights; all trade dress and trade names, logos, trademarks and service marks and related registrations and applications, including any intent to use applications, supplemental registrations and any renewals or extensions, all other indicia of commercial source or origin, and all goodwill associated with any of the foregoing; any rights analogous to those set forth in the preceding clauses and any other proprietary rights relating to intangible property; and all so-called moral rights, rights of integrity, rights of paternity, rights of attribution, or other such analogous rights in any of the foregoing.
- 1.3. **"Purchase Details"** means the products and services purchased by you, their quantities, their fees, and other purchase details as set forth in the checkout page when purchasing through the Sentera website or as otherwise set forth in the applicable Sentera quote, invoice, statement of work, or other written agreement between you and Sentera.
2. **Purchase of Goods and Services.** The purchase of goods and services from Sentera are subject to and governed by the terms and conditions of this Agreement including the Purchase Details, any addenda referencing this Agreement and provided to you in relation to your purchase of products or services (e.g., the Services Addendum and Hardware Addendum attached hereto) and their related SOWs and Change Orders, each of which are incorporated by reference and made a part of this Agreement. Sentera's mobile, desktop, and web applications, including FieldAgent, and application programming interfaces ("API"), as well as analytics services offered through FieldAgent (the "Software Services") are not subject to the terms and conditions of this Agreement and instead are subject to the Sentera Software Agreement (located at <https://sentera.com/license/>). By accepting this Agreement you also accept the terms and conditions of the Sentera Software Agreement.
3. **Confidentiality.**
  - 3.1. Except as otherwise specified in this Agreement, the Disclosing Party shall retain all right, title, in interest in their Confidential Information, including without limitation all Intellectual

**Property Rights.** Each party agrees, both during the term of the Agreement and after its termination to hold Confidential Information in confidence and to protect the disclosed Confidential Information of the other party by using the same degree of care to prevent the unauthorized use, dissemination or publication of such Confidential Information as the Receiving Party uses to protect its own Confidential Information of a like nature, but in no event with less than reasonable care. Each party agrees not to use, or make Confidential Information of the other party available in any form to any third party, except as required for the purpose of providing the products and services contemplated under this Agreement or otherwise in accordance with the Receiving Party's rights, licenses, and obligations under Agreement. Each party agrees to restrict disclosure of the Confidential Information to those who have a "need to know" and to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed in violation of the provisions of the Agreement. Each party agrees that its breach of any provision of this Confidentiality Section may cause irreparable damage to the other party and that the Disclosing Party shall be entitled to seek equitable remedies, such as and without limitation temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity of proving actual damages or posting a bond, in addition to other remedies hereunder or at law, in the event of such breach.

- 3.2. **Return or Destruction.** Upon termination of the Agreement or upon the Disclosing Party's reasonable request, and except to the extent the Receiving Party has a reasonable need to retain the Disclosing Party's Confidential Information to provide the products or services contemplated under this Agreement or otherwise effectuate the Receiving Party's rights, licenses, and obligations under the Agreement, the Receiving Party will (a) return to the Disclosing Party its Confidential Information; or (b) to the extent commercially practicable, destroy and certify the same (at the Disclosing Party's election) all of the Disclosing Party's Confidential Information.
4. **Limitation of Liability.** COMPANY WILL NOT BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **Miscellaneous.**
  - 5.1. **Force Majeure.** Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the impacted party, which may include, without limitation, acts of god, flood, fire, earthquake, war, embargo, invasion or hostilities, terrorist acts, riot, national emergency, revolution, insurrection, epidemic, pandemic, or strike.
  - 5.2. **Waiver.** No waiver by either party of any provision or any breach in this Agreement shall be deemed a waiver of any other provision or subsequent breach, nor shall any such waiver constitute a continuing waiver. Delay or failure of either party to insist on strict performance of any provision of the Agreement or to exercise any rights or remedies in this agreement shall not be deemed a waiver. No party shall be deemed to have waived any of its rights or

remedies under this Agreement unless such waiver is in writing and signed by the party against which the waiver will be asserted, and then, only to the extent specifically set forth therein.

- 5.3. **Assignment.** Neither party shall assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other party's prior written consent, except in the event of a merger, consolidation, or reorganization involving a party (regardless of whether that party is a surviving or disappearing entity), or a sale of all or substantially all of the assets of that party, for which the other party's prior written consent is not required. No delegation or other transfer will relieve the other party of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- 5.4. **Governing Law; Dispute Forum.** This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Minnesota, including its statutes of limitation and excluding its conflicts of law rules. All such claims or causes of action arising out of or relating to this Agreement shall be instituted exclusively in the state or federal courts located in Hennepin County, Minnesota, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding (except with respect to a motion to remand or remove to a different Minnesota court).
- 5.5. **Amendments.** Except as set forth in this Agreement (including without limitation as noted in the preamble section entitled "IMPORTANT") any amendments to this Agreement shall be in writing and agreed to by both parties.
- 5.6. **Entire Agreement.** The Agreement including any addendums and their SOWs and Change Orders as well as the Purchase Details contain and constitute the entire Agreement between the parties concerning its subject matter and supersedes all oral or written agreements, negotiations, correspondence, documentation and statements made before its acceptance. As used herein, the term "Body of the Agreement" shall refer to the text of this Agreement excluding any addendums and their SOWs or their Change Orders. In the event of any conflict between the terms and conditions in the Body of this Agreement and any addendum, SOW or Change Order, the terms of this Body of the Agreement shall control unless the parties agree otherwise in a writing signed by the authorized signatories of both parties that specifically states that it is modifying or superseding a specific, referenced term of the Body of this Agreement. In the event of any conflict between the terms and conditions in the Body of this Agreement, any addendum, SOW, or Change Order and any terms in the Purchase Details, the terms and conditions of the Purchase Details shall control. No additional or conflicting terms in any form, invoice, bill of lading, shipping document, order, purchase order, receipt or other document provided by Client shall constitute the Purchase Details or operate to supersede, modify or amend any provisions of this Agreement, even if Sentera has

initialed, signed or otherwise acknowledged such document and regardless of the timing of the execution or presentment of it in relation to the acceptance of this Agreement.

- 5.7. **Survival.** The terms and conditions in the Body of this Agreement shall survive any expiration or termination of this Agreement, as will any sections of any addendum, SOW, Change Order, or the Purchase Details that are designated therein for survival or that by their nature should survive any expiration or termination of this Agreement.
- 5.8. **Notices.** All notices concerning this Agreement shall be in writing and deemed sufficiently given if delivered in person with a receipt signed by the person accepting delivery; or by registered or certified mail, postage prepaid; or by recognized overnight delivery service, with confirmation of receipt, to the following addresses: (i) for notices to you, the address you provide at the time of purchase such as is set forth in the applicable quote, invoice, statement of work, or other written agreement between you and Sentera; and (ii) for notices to Sentera, to Sentera, Inc., ATTN: LEGAL, 767 Eustis Street, Saint Paul, Minnesota, 55114.
- 5.9. **Severability.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable it shall be amended by a court of competent jurisdiction to render it not invalid, illegal or unenforceable to the maximum extent possible while keeping with the original intent of the parties as shown by the original wording of that provision, or, if not so amendable, shall be severed from this Agreement, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.
- 5.10. **Remedies.** Company reserves all remedies available at law or equity for any disputes that arise under this Agreement. In the event of a suit or proceeding under this Agreement, Client agrees to pay all attorneys' fees if the federal or state court renders judgment substantially in Company's favor.