



## Exhibit A: Professional Services Agreement

**ATTENTION! THIS PROFESSIONAL SERVICES AGREEMENT WILL BE LEGALLY BINDING WHEN YOU SIGN THE APPLICABLE SOW OR ACCEPTANCE FORM. CAREFULLY READ THE FOLLOWING PROFESSIONAL AGREEMENT BEFORE EXECUTING THE APPLICABLE SOW OR ACCEPTANCE FORM.**

This Professional Services Agreement is referenced in a Statement of Work ("**SOW**") or in an Acceptance Form that is signed by both an authorized representative of the procuring party (the "**Customer**") and CG Squared Inc. ("**CG<sup>2</sup>**").

This PROFESSIONAL SERVICES AGREEMENT ("**PSA**", also "**Agreement**") is entered into by and between the company named on the SOW or Acceptance Form, ("**Customer**") and CG Squared, Inc., a Florida corporation, located at 3001 North Rocky Point Drive East, Suite 200, Tampa Florida, 33607, and its Affiliates ("**CG<sup>2</sup>**")

1. **Definitions:** Whenever used in this Agreement, the terms set forth in this Section 1 will have the meanings below. Other terms are defined throughout this Agreement as they first appear. Where the context so indicates, a word in the singular form will include the plural and vice versa.
  - 1.1. "**Affiliate**" with respect to a party means any corporation or other entity that is directly or indirectly controlled by such party, or that controls the party or is under common control with the party; corporations or other entities that are Affiliates of the same corporation or other business entity will be deemed to be Affiliates of each other.
  - 1.2. "**Agreement**" means any Statement-of-Work together with these PSA Terms, and/or any Acceptance Form together with these PSA Terms. Each SOW or Acceptance Form together with these Terms will be deemed a separate Agreement, representing a separate and independent contractual obligation of CG<sup>2</sup> and Customer.
  - 1.3. "**Acceptance Form**" means a CG<sup>2</sup> ordering document in the name of and executed by Customer or its Affiliate and accepted by CG<sup>2</sup> which specifies Professional Services to be provided by CG<sup>2</sup> subject to the terms of this Agreement.
  - 1.4. "**License**" and "**iTPM License**" means the license of the iTPM License Agreement between the parties.
  - 1.5. "**Intellectual Property Rights**" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.
  - 1.6. "**Professional Services**" and "**Services**" mean the particular services offered by CG<sup>2</sup> and authorized by Customer using the Acceptance Form or SOW. Professional Services may include iTPM installation, implementation, customization, training, customized training, TPM best-practices and other consulting services.
  - 1.7. "**Statement of Work**" or "**SOW**" means each CG<sup>2</sup> Statement of Work executed authorized by the Customer by signing an acceptance form or separate SOW. Each SOW is bound by the terms of this PSA.
2. **Scope of Services.** CG<sup>2</sup> will provide Customer with professional services as set forth in the applicable SOW or Acceptance Form mutually executed by CG<sup>2</sup> and Customer (each, a "Statement of Work" or "SOW"). Each SOW will include, at a minimum: (i) a description of the Professional Services and any deliverables and/or training materials to be provided to Customer (each, a "Deliverable"); (ii) the scope of Professional Services; and (iii) the applicable fees and payment terms for such Professional Services, if not elsewhere specified. All Statements of Work shall be deemed part of and subject to this PSA.
3. **Terms and Conditions for Professional Services**
  - 3.1. **Implementation.** Customization of standard iTPM features and functionality is not included in implementation fees. New features requested by Customer may be considered by CG<sup>2</sup> for future development as part of the iTPM product roadmap, or developed at incremental cost under separate a SOW with the Customer. (See section 3.7 *Customization* below.) CG<sup>2</sup> staff



## Exhibit A: Professional Services Agreement

will use existing iTPM forms, custom records, fields, drop downs that are available in iTPM as of the date the Acceptance Form is signed by Customer to configure iTPM to align as closely as possible with Customer's TPM business needs. CG<sup>2</sup>'s ability to successfully implement iTPM is dependent upon Customer's provision of timely information, access to resources, and participation in the SOW.

- 3.2. Third-Party Historical Data Load.** If Customer has been using a legacy third-party TPM solution, loading historical deals, settlements and other information is not included in the iTPM implementation. If historical TPM data is loaded by CG<sup>2</sup> it will be done by SOW at an incremental cost to Customer. CG<sup>2</sup>'s ability to load historical TPM data is dependent upon Customer's provision of timely information, access to resources, and participation in the SOW.
  - 3.3. Access to Demo Account.** CG<sup>2</sup> may give Customer temporary access to a CG<sup>2</sup> demo account to demonstrate iTPM functionality, test configurations, and/or for Customer's User Acceptance Testing prior to publishing the iTPM managed bundle in Customer's sandbox account. Customer agrees to adhere to all NetSuite terms and conditions for NetSuite accounts and demo accounts.
  - 3.4. Training Deliverables.** Customer is solely responsible for the costs of any printing, shipping and copying for any training Deliverables. All electronic and hardcopy versions of the training Deliverables are provided for Customer's internal training purposes only. Customer is prohibited from: (a) modifying the training Deliverables, unless otherwise authorized in writing by CG<sup>2</sup> or set forth in an applicable SOW; (b) reselling or sublicensing any training Deliverables; (c) utilizing the training Deliverables to replicate or attempt to perform the training, unless otherwise authorized in writing by CG<sup>2</sup> or set forth in an applicable SOW; and (d) developing or attempting to develop any of the products described in such training Deliverables. Customer may not record, stream or otherwise capture any performance or aspect of the training Professional Services. Training Deliverables are not subject to any maintenance, support or updates.
  - 3.5. Onsite Training.** Customer is responsible for providing appropriate training facilities for the training delivery, including without limitation Internet connectivity, student access to a Demo Account to which Customer may be granted access (pursuant to Section 3.3 above *Access to Demo Account*), projector, student computers and other reasonable classroom amenities. If CG<sup>2</sup> utilizes a third-party training room for onsite training, Customer is responsible for the training room and associated costs.
  - 3.6. Cancellation and Use Policy.** Customer may reschedule or cancel previously scheduled web training without penalty up to five (5) business days prior to the scheduled start date. Customer may reschedule or cancel previously scheduled on-site training without penalty up to ten (10) business days prior to the scheduled start date. Customer will be responsible for any non-refundable airfare, room rental, or other out-of-pocket expenses incurred prior to Customer's cancellation.
  - 3.7. Customization and iTPM enhancements.** Standard periodic releases are included in the iTPM Subscription. Customer requested enhancements and customizations are only performed by separate SOW, and at an incremental cost to Customer. CG<sup>2</sup> reserves the right to decline a Customer enhancement request if CG<sup>2</sup>. CG<sup>2</sup> retains ownership of all enhancements to iTPM, including those done by SOW. Customer's enhancements may become part of iTPM and made available to all other iTPM users as part of a future iTPM periodic update or release.
  - 3.8. Best-Practices Consulting.** Best-Practices Consulting is not included in the iTPM implementation. CG<sup>2</sup> consulting work is done under separate SOW at incremental cost to Customer.
- 4. Change Management Process.** If Customer or CG<sup>2</sup> requests a change in any of the specifications, requirements, Deliverables, or scope (including drawings and designs) of the Professional Services described in any Statement of Work, the party seeking the change shall propose the applicable changes by written notice. Within three business day of receipt of the written notice, each party's project leads shall meet, either in person or via telephone conference, to discuss and agree upon the proposed changes (Change Meeting). If the parties mutually agree on any such changes, a document will be prepared describing the proposed changes to the Statement of Work and the cost (each, a "Change Order"). Change Orders are not binding unless and until they are executed by both parties. Executed Change Orders shall be deemed part of, and subject to, this PSA. If the parties disagree about the proposed changes, the parties shall promptly escalate the change request to their respective senior management for resolution.



## Exhibit A: Professional Services Agreement

### 5. Payment Terms, Invoicing & Taxes.

- 5.1. Fees and Payment.** Fees and expenses for each applicable project shall be set forth in the applicable SOW or Acceptance Form. Customer shall pay the fees and expenses as specified in the applicable SOW. If terms are not specified in the SOW or Acceptance Form, fees are invoiced in US Dollars and due upon invoicing. Customer will reimburse CG<sup>2</sup> for reasonable travel, administrative, equipment, and out-of-pocket expenses incurred in conjunction with the Services.
- 5.2. Invoicing.** Unless otherwise specified in the Statement of Work, CG<sup>2</sup> shall invoice Customer for Services set forth in any Statement of Work on a fixed bid basis based on CG<sup>2</sup>'s fees stated in the SOW. Each invoice shall indicate the nature of the work performed and any expenses incurred by CG<sup>2</sup> with appropriate receipts as well as the total amount due. Payment shall be made in United States currency within thirty (30) days from the invoice date. Customer agrees that CG<sup>2</sup> may issue an invoice without a corresponding purchase order from Customer. Invoices will be emailed unless paper by mail is requested.
- 5.3. Late Payments.** In the event that payments due hereunder become more than thirty (30) days past due, (i) the overdue balance will be subject to interest at the rate of 1.5% per month (or, if less, the maximum allowed by applicable law), and (ii) CG<sup>2</sup> may, upon seven (7) days advance written notice to Customer, suspend CG<sup>2</sup>'s performance of any Services. CG<sup>2</sup> may continue such suspension until Customer's payment obligations are made current. In addition, Customer will be responsible for any costs resulting from collection by CG<sup>2</sup> of any overdue balance, including, without limitation, reasonable attorneys' fees and court costs.
- 5.4. Taxes.** The fees listed on the Acceptance Form do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on CG<sup>2</sup>'s income. If CG<sup>2</sup> has the legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount will be invoiced to and paid by Customer unless Customer provides CG<sup>2</sup> with a valid tax exemption certificate authorized by the appropriate taxing authority.

### 6. Rights to Deliverables

- 6.1. License.** The Services provided under this Agreement may be in support of CG<sup>2</sup>'s products and services which products and services may be governed by a separate license agreement between the parties. Subject to Customer's timely payment of applicable fees, and subject to the terms of this PSA Agreement, Customer shall have a non-exclusive, non-transferable, paid-up right and license during the period described below to, unless otherwise set forth in a Statement of Work or Acceptance Form, use, copy, modify and prepare derivative works of the Deliverables for its internal business purposes and for any other purposes expressly specified in the Statement of Work.
- 6.2. License Restrictions.** Customer shall not: (i) decompile, reverse engineer, disassemble, or otherwise reduce the Deliverables to human-readable form; or (ii) modify, adapt, translate, rent or sublicense (except as otherwise expressly provided herein), or create derivative works of the Deliverables.

**7. Ownership.** Except to the extent expressly provided in the applicable Statement of Work or Acceptance Form, all rights, title and interest in and to the Deliverables (excluding any Customer Property), and related intellectual property rights, remain in and/or are assigned to CG<sup>2</sup>. Notwithstanding any other provision of this Agreement: (i) nothing herein shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("Tools") used by CG<sup>2</sup> to develop the Deliverables, and to the extent such Tools are delivered with or as part of the Deliverables, they are licensed, not assigned, to the End User, on the same terms as the Deliverables; and (ii) the term "Deliverables" shall not include the Tools. Customer shall own all rights, title and interest in and to any Customer Property. "Customer Property" means any content, data, technology, or deliverables specifically expressly identified as Customer-owned property in a Statement of Work. In the absence of ownership declarations in the SOW or Acceptance Form, ownership is CG<sup>2</sup>'s. CG<sup>2</sup> shall have the right to use any such Customer Property solely for the purpose of providing the Services hereunder. The parties will cooperate with each other and execute such documents as may be appropriate to achieve the objectives of this Section. Customer may not, without CG<sup>2</sup>'s prior written consent, film or record any CG<sup>2</sup> sessions.

### 8. Services Warranty.



## Exhibit A: Professional Services Agreement

- 8.1. Services Warranty.** CG<sup>2</sup> warrants that (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform Professional Services has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the services in accordance with each SOW; and (b) the Professional Services will be performed for and delivered to Customer in a good, diligent, workmanlike manner in accordance with industry standards, laws and governmental regulations applicable to the performance of such services. If through no fault or delay of Customer the Professional Services do not conform to the foregoing warranty, and Customer notifies CG<sup>2</sup> within sixty (60) days of CG<sup>2</sup>'s delivery of the Professional Services, Customer may require CG<sup>2</sup> to re-perform the non-conforming portions of the Professional Services.
- 8.2. Disclaimer.** THE WARRANTIES STATED IN SECTION 8.1 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY CG<sup>2</sup> RELATED TO THE SERVICES AND DELIVERABLES TO BE PERFORMED FOR AND DELIVERED TO CUSTOMER PURSUANT TO THIS AGREEMENT AND ANY STATEMENT OF WORK. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT. EXCEPT AS PROVIDED HEREIN, THE SERVICES AND DELIVERABLES PROVIDED TO CUSTOMER ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS.
- 9. Confidential Information**
- 9.1. Definition.** "Confidential Information" means all nonpublic information, whether in oral, written or other tangible or intangible form, that a party designates as being confidential or which, under the circumstances surrounding disclosure, the receiving party knows or has reason to know should be treated as confidential, including, without limitation, the terms of this Agreement, the Deliverables and any Customer data. Notwithstanding the foregoing, Confidential Information does not include information that the receiving party can establish: (i) is or becomes generally available to the public other than (a) as a result of a disclosure by the receiving party or its employees or any other person who directly or indirectly receives such information from the receiving party or its employees or (b) in violation of a confidentiality obligation to the disclosing party known to the receiving party; (ii) is or becomes available to the receiving party on a non-confidential basis from a third party which is entitled to disclose it to the receiving party; or (iii) was developed by employees or agents of the receiving party independently of, and without reference to, any information communicated to the receiving party by the disclosing party.
- 9.2. Treatment of Confidential Information.** Each party acknowledges that, in the course of the performance of this Agreement, it may obtain the Confidential Information of the other party. The receiving party agrees not to use or disclose the Confidential Information of the other party except to the extent necessary to perform its obligations or exercise rights under this Agreement; and (c) to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information) and to make Confidential Information available to authorized persons only on a "need to know" basis. Either party may disclose Confidential Information on a need-to-know basis to its contractors who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services in connection with the performance of this Agreement.
- 9.3. Compelled Disclosures.** If the receiving party becomes legally compelled by court order or regulatory agency to disclose any Confidential Information, the receiving party shall, to the extent practicable, provide the disclosing party with written notice of such requirement prior to disclosure so that the disclosing party has the opportunity to seek a protective order or other appropriate remedy. The receiving party shall furnish only that portion of the Confidential Information that the receiving party is legally required to furnish and shall reasonably cooperate with the disclosing party in seeking assurances that confidential treatment will be accorded such Confidential Information.
- 10. Indemnification.** Customer will defend or settle any action brought against CG<sup>2</sup>, and shall pay any reasonable costs and damages attributable to such claim that are awarded against CG<sup>2</sup> after final appeal or are payable in settlement by CG<sup>2</sup>, except for settlements made without Customer's consent, to the extent based upon a third-party claim: (i) arising from the death or injury of any person or persons, or from the damage or destruction of any physical property or properties, that is attributable to or resulting from Customer's negligent acts or omissions, or (ii) alleging that any trademarks or service marks other than CG<sup>2</sup> marks, or any use thereof, infringes the intellectual property rights or other rights, or has caused harm to a third party. CG<sup>2</sup> shall



## Exhibit A: Professional Services Agreement

(a) promptly provides Customer notice of the claim, suit, action, or proceeding; (b) gives Customer sole control of the defense and related settlement negotiations; and (c) provides Customer with all reasonably available information and assistance necessary to perform Customer's obligations under this paragraph.

### 11. Limitations on Damages.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH CG<sup>2</sup> IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY CG<sup>2</sup> OF THE RISK OF CUSTOMER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. EXCEPT FOR ANY INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF CUSTOMER DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, NEGLIGENCE, TORT, STATUTORY DUTY OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS PSA AND SOW/ACCEPTANCE FORM, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE SOW/ACCEPTANCE FORM, EXCEPT FOR ANY INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, THE MAXIMUM LIABILITY OF CG<sup>2</sup> TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN THE CONNECTION WITH ANY SERVICES OR DELIVERABLES SHALL BE THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF THE PARTIES ARISING FROM THIS AGREEMENT AND ANY STATEMENT OF WORK. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE SERVICES AS THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND THAT, WERE CG<sup>2</sup> TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO CUSTOMER IN THAT JURISDICTION. NOTHING IN THIS AGREEMENT EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE OR LIABILITY INCURRED BY ONE PARTY FOR FRAUD OR FRAUDULENT MISREPRESENTATION BY THE OTHER PARTY.

### 12. Term and Termination

**12.1. Term and Termination.** This Agreement (PSA and corresponding SOW) shall commence on the Effective Date of the SOW and shall continue until it is terminated in accordance with this Section 12 (Term and Termination). Either party may terminate this Agreement at any time by providing the other party with written notice. Any Statement of Work outstanding at the time of termination will continue to be governed by this Agreement as if it had not been terminated. A party may terminate a Statement of Work if the other party is in material breach of the Statement of Work and has not cured the breach within thirty (30) days of written notice specifying the breach. Consent to extend the cure period for breaches other than nonpayment of fees will not be unreasonably withheld, so long as the breaching party has commenced cure during the thirty (30) day notice period and pursues cure of the breach in good faith.

**12.2. Survival.** Sections 5.3 (Late Payments), 5.4 (Taxes), 7 (Ownership), 8 (Services Warranty), 9 (Confidential Information), 10 (Indemnification), 11 (Limitation on Damages), 12.2 (Survival) and 13 (General Provisions) shall survive termination of this PSA.

### 13. General Provisions

**13.1. Third Party Beneficiaries.** Customer agrees there are no third-party beneficiaries to this Agreement.

**13.2. Force Majeure.** Neither party shall be liable for any loss or delay (including failure to meet the service level commitment) resulting from any force majeure event, including, but not limited to, acts of God, fire, natural disaster, terrorism, labor stoppage, internet service provider failures or delays, civil unrest, war or military hostilities, criminal acts of third parties. In this event and to the extent of any period of such delay, nonperformance shall not be deemed a breach of this Agreement and the schedule and the due dates of Services and Deliverables shall be adjusted accordingly.





## Exhibit A: Professional Services Agreement

- 13.3. Dispute Resolution.** The parties agree to meet and confer in good faith on all matters of common interest or all controversies, claims, or disputes ("Dispute") which materially affect the performance of either party under this Agreement. As soon as a Dispute is recognized by either party the parties will designate appropriate representatives to meet and discuss the matter and will make all reasonable efforts to reach a resolution within thirty (30) days after the Dispute has been identified. Resolution can extend beyond thirty days if mutually agreed to by the parties.
- 13.4. Notices.** Any notices required or authorized to be given shall be in writing and shall be sent to the addresses set forth in the Acceptance Form or to such other address as either party may from time to time specify in writing, and shall be deemed given as indicated: (i) upon personal delivery when actually delivered; (ii) by overnight courier, upon written verification of receipt; (iii) by facsimile transmission, upon acknowledgement of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt.
- 13.5. Assignment.** This PSA shall inure to benefit and bind the parties hereto, their successors and assigns, but neither party may assign this PSA without written consent of the other, except to a related entity or the successor of all or substantially all of the assignor's business or assets to which this PSA relates.
- 13.6. Legal Construction.** The provisions of this PSA are and will be severable, and if any such Terms or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these Terms, and the application of such Terms to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby. It is the intention of the parties that each of these Terms will be valid and will be enforced to the fullest extent permitted by law.
- 13.7. No Waiver.** The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If any provision of this Agreement is found void and unenforceable, it will be replaced to the extent possible with a provision that comes closest to the meaning of the original provision.
- 13.8. Counterparts.** This PSA, SOWs and Acceptance Forms may be executed in two (2) or more counterparts (whether by electronic signature, in facsimile, in PDF or original), each of which will constitute an original as against the party whose signature appears thereon, and all of which together will constitute one and the same instrument.
- 13.9. Governing Law & Jurisdiction.** This PSA shall be governed in accordance with the laws of the State of Florida without application of conflicts of law principles. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties hereby agree that the state and federal courts with jurisdiction over disputes arising in Hillsborough County, Florida shall have exclusive jurisdiction over any litigation hereunder. Each of the parties hereby irrevocably waives all right to trial by jury in any action, proceeding, or counterclaim arising out of or relating to this Agreement.
- 13.10. Export of Customer Data:** Customer acknowledges that certain software and technical data ("Restricted Data"), which may be in Customer's possession, custody, and/or control may be subject to export controls under the laws and regulations of the United States, the European Union and other jurisdictions. Customer will not provide CG<sup>2</sup> with any Restricted Data nor shall Customer cause or request CG<sup>2</sup> to export or re-export any such Restricted Data or to undertake any transaction in violation of any such laws or regulations. Customer shall comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Deliverables. Without limiting the foregoing, (i) Customer represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) Customer shall not permit users to access or use the Deliverables in violation of any U.S. export embargo, prohibition or restriction. For avoidance of doubt, Customer's failure to abide by this item shall be considered a material breach of this Agreement for which Customer will indemnify and hold CG<sup>2</sup> harmless.



## Exhibit A: Professional Services Agreement

- 13.11. Independent Contractor.** CG<sup>2</sup>'s relationship with Customer pursuant to this PSA will be that of an independent contractor. Neither party will have any authority to bind the other, to assume or create any obligation, to enter into any agreements, or to make any warranties or representations on behalf of the other. Nothing in this PSA shall be deemed to create any agency, partnership or joint venture relationship between the parties. Each party is solely responsible for all of its employees and agents and its labor cost and expenses and for any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of each party's activities or those of its employees or agents in the performance of this PSA. CG<sup>2</sup> reserves the right to use third parties (who are under a covenant of confidentiality with CG<sup>2</sup>), including, but not limited to, offshore subcontractors to assist with the Professional Services, including, without limitation, any data migration, configuration, implementation and custom code development processes.
- 13.12. Competitive Materials.** This Agreement shall not preclude CG<sup>2</sup> from developing materials outside of this Agreement which are competitive, irrespective of their similarity to materials which might be delivered to Customer pursuant to this Agreement, provided, however, that CG<sup>2</sup> shall not use any Customer Property to develop any such materials. Nothing in this Agreement shall be construed as precluding or limiting in any way the right of CG<sup>2</sup> to provide consulting, development, or other services of any kind or nature whatsoever to any individual or entity as CG<sup>2</sup> in its sole discretion deems appropriate.
- 13.13. Reference Program.** Customer agrees to be available, on a reasonable basis, as a product reference and to issue a mutually agreeable joint press release following the execution of this Agreement. Customer agrees that CG<sup>2</sup> may use Customer's name on iTPM and CG<sup>2</sup> customer lists.
- 13.14. Non-Solicitation.** To the extent permissible by applicable law, during the Term and for a period of twelve (12) months following termination or expiration of the PSA, Customer agrees that it will not directly solicit the engagement or employment of any of the employees or contractors of CG<sup>2</sup> who have been engaged in the provision of Professional Services, without written permission of CG<sup>2</sup>. The foregoing will not apply to persons who have independently responded to general solicitations (such as general newspaper advertisements and internet postings) not targeting such persons.
- 13.15. Entire Agreement.** This PSA, together with the attached exhibits that are incorporated by reference constitute the complete agreement between the parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this PSA and such exhibits. Under no circumstances will the terms, conditions or provisions of any purchase order, invoice or other administrative document issued by Customer in connection to this PSA be deemed to modify, alter or expand the rights, duties or obligations of the parties under, or otherwise modify, this PSA, regardless of any failure of CG<sup>2</sup> to object to such terms, provisions, or conditions. No other act, document, usage or custom shall be deemed to amend or modify this PSA unless agreed to in writing signed by a duly authorized representative of both parties. In the event of any inconsistency or conflict between the terms of this PSA, and an SOW, the terms of the SOW shall control to the extent of the inconsistency or conflict with regard to the project described therein.
- 13.16. CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ THIS PSA, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING THE APPLICABLE ACCEPTANCE FORM AND/OR STATEMENT OF WORK LINKED TO THIS PSA IS AUTHORIZED TO DO SO.**

**CG Squared, Inc.**

**Customer**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Alexander Ring

Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_