

Webform Design and Implementation Agreement

This Webform Design and Implementation Agreement (the “**Agreement**”) is executed by and between Issuetrak, Inc. (“**Issuetrak**”) and _____ (“**Licensee**”) on the ___ day of _____ 2023 (the “**Effective Date**”). This Agreement governs the design and implementation of the Issuetrak Webform (as defined below) for Licensee. Each of Issuetrak and Licensee may be referred to herein as a “**party**” and collectively, the “**parties**”. Any different or additional terms or conditions of any related purchase order, confirmation, or similar form, which conflict this Agreement, shall have no force or effect. Issuetrak has provided a Quote (the “**Quote**”) to Licensee which the commercial terms related to the design and implementation of the Webform. The Quote is hereby made a part of and is included in this Agreement.

1. Design and Implementation Services. Issuetrak will design an Issuetrak Webform (the “**Webform**”) for Licensee that is substantially similar to the Webform description set forth here: <https://helpcenter.issuetrak.com/home/2404-standard-issuetrak-webform>. Issuetrak represents and warrants to Licensee that Issuetrak has the skills, resources, and expertise to design and implement the Webform (the “**Services**”). Without limiting the generality of the foregoing, Issuetrak represents and warrants to Licensee that Issuetrak will perform the Services in a professional and workmanlike manner in accordance with professional industry standards of quality and integrity. As Licensee’s sole remedy and Issuetrak’s sole liability for any breach of the foregoing warranty, Issuetrak will reperform any nonconforming Services without charge. The Webform shall be subject to Licensee’s reasonable review and approval prior to implementation. Except as set forth herein, Issuetrak makes no other representations or warranties with respect to the Services or the Webform, including any implied warranties of merchantability or fitness for a particular purpose.

2. Hosting Services. Issuetrak and Licensee are parties to that certain Issuetrak Cloud-Based Application Agreement (the “**Cloud Application Agreement**”) pursuant to which Issuetrak provides [Cloud Application Services] (as defined in the Cloud Application Agreement) to Licensee. Upon Licensee’s approval of the Webform, Issuetrak shall host and make available the Webform to Licensee pursuant to the same terms and conditions that govern Issuetrak’s hosting of the Cloud Application Services, and with respect to hosting, the Webform shall be deemed to be included as part of the Cloud Application Services and subject to the terms of the Cloud Application Agreement.

3. Licensee Responsibilities. Licensee will make available in a timely manner, all information, programs, files, documentation, test data, sample output, or other information and resources required by Issuetrak to perform the Services in a timely manner.

4. Fees and Payment. In consideration of the Services, Licensee will pay, and Issuetrak will be compensated at, the rates and fees outlined in the Quote. Payments shall be made as set forth in the Quote. Licensee will also reimburse Issuetrak for any out-of-pocket expenses, only if specifically agreed to in the Quote. Except as provided above, each party will be responsible for its own expenses incurred in rendering performance under this Agreement.

5. Termination. This Agreement shall automatically terminate upon termination of the Cloud Application Agreement. Sections _____ of this Agreement will survive the of the Agreement.

6. Proprietary Rights. The Webform, and all intellectual property rights in the Webform, will be owned by Issuetrak. Notwithstanding any of the terms herein, nothing in this Agreement shall modify any of the terms of the Cloud Application Agreement and Licensee shall retain all rights in and to its Confidential Information (as defined in the Cloud Application Agreement). Issuetrak grants Licensee a

royalty-free, non-exclusive license for the term of the Agreement to use the Webform in connection with Licensee's use of Issuetrak's Cloud Service.

7. Miscellaneous. Sections 14(a) through 14(i) of the Cloud Application Agreement are hereby incorporated by reference into this Agreement and shall apply mutatis mutandis to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in accordance with its terms and conditions as of the Effective Date set forth above.

Issuetrak, Inc. Licensee: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____