

EASYWORKFORCE SOFTWARE

TERMS OF SERVICE

PLEASE READ THIS TERMS OF SERVICE AGREEMENT (“Agreement”) CAREFULLY. By accessing, using or purchasing any of EasyWorkforce’s Services, Software or Products, you (“you” or “Customer”) agree to be bound by the terms and conditions of this Agreement. This Agreement is a binding legal document between Customer and EasyWorkforce Software, Inc., together with any of its affiliates and/or subsidiaries, (“EasyWorkforce”). **Do not access, use or purchase any Services, Software or Products if you do not agree to these Terms of Service.**

We may revise and update this Agreement from time to time without prior notice to you and will post the updated Agreement to the Services and/or our website. ANY CHANGES TO THIS AGREEMENT WILL APPLY IMMEDIATELY UPON POSTING. Your continued use of any EasyWorkforce Service, Software or Products following a notice of updated Agreement, whether through our website or the Products/Software, constitutes your acceptance to be bound by any changes. Customer and EasyWorkforce are referred to herein individually as a “Party” and jointly as the “Parties.”

1. PRODUCTS & SERVICES

1.1 Order Form. You will select the Software, Services and Products you want to buy from EasyWorkforce through an order form or similar document (“**Ordering Document**”) set forth on our website. Such Ordering Document will contain explanations and descriptions of the Software, Services and Products, the corresponding Fees and payment options. Ordering Documents will also set forth the number of licenses you are buying and how many users who may access such license on your behalf (“**Authorized Users**”). Any Ordering Document executed by Customer and EasyWorkforce is hereby incorporated into this Agreement.

1.2 Software Services. If set forth in an Ordering Document, EasyWorkforce will provide Customer with a subscription to its cloud-based, proprietary software solution (“**Software Services**”). EasyWorkforce will provide the Software Services through EasyWorkforce’s website, any mobile applications that may be provided by EasyWorkforce and its computer system and datacenter facilities (the “**Software Services Platform**”), which EasyWorkforce will manage and maintain. Customer will not have physical access to the Software Services Platform. The Software Services Platform may be operated by EasyWorkforce, an affiliate or by third parties under agreement(s) with EasyWorkforce. Customer is responsible for providing network connectivity with sufficient bandwidth between Customer’s local environment and the Software Services Platform. Customer’s access to the Software Services will be based on a limited number of licenses provided to Customers’ Authorized Users. Customer shall be responsible for and shall pay the fees for all Software Services accessed by its Authorized Users whether or not authorized by Customer. If Customer is on a month-to-month usage plan, Customer may increase or decrease its number of Authorized Users. If Customer is on an annual or longer- term usage plan, Customer may increase its number of Authorized Users only. Updates in the number of Authorized Users can be made as needed by updating Customer’s account within the Software Services Platform and may affect Software Services fees. Customer shall immediately notify EasyWorkforce of any unauthorized use or access to the Software Services that it is aware of.

1.3 On-Premise (Licensed Software). If set forth in an Ordering Document, EasyWorkforce will provide Customer the license to use for its internal business purpose, subject to the restrictions in this Agreement or an Ordering Document, the object code version of computer programs developed by EasyWorkforce (“**On-Premise**”) and related support services and/or maintenance services. If Customer currently utilizes On-Premise - Licensed Software, it may continue to do so under Customer’s existing terms and conditions unless otherwise modified by the parties. Information and additional terms, such as maintenance packages, relating to our Licensed Software can be found at <https://EasyClocking.com/on-premise-details>

1.4 Products. If set forth in an Ordering Document, EasyWorkforce will provide Customer with devices and hardware, which include but are not limited to time collection and access control units, accessories and other physical technology products as purchased by Customer (“**Products**”). Information about product warranty information, returns and shipping can be found on our website at <https://EasyWorkforce.com>.

2. ON-BOARDING AND OTHER SERVICES.

2.1 On-Boarding Services. EasyWorkforce shall provide reasonable assistance with the set-up, onboarding and

implementation process with respect to the Software, Products and Services, including all configuration changes and technical specifications related thereto (“**Implementation Services**”). Outside of EasyWorkforce’s Onboarding Services, Customer will be responsible for its own telecommunications, internet, mobile connectivity and equipment to properly use the Software, Products and Services and for paying all third-party access fees incurred by Customer to access and use the Software, Products and Services.

2.2 Professional Services. If Customer desires additional services beyond Implementation Services, such as on-site or remote training services, Customer and EasyWorkforce shall enter into a mutually agreed upon Statement of Work (“**SOW**”) for such services as requested by Customer (“**Professional Services**”), hereby incorporated into this Agreement by reference, shall apply.

3. CUSTOMER OBLIGATIONS.

3.1 General. Customer acknowledges and agrees that, as part of the onboarding process, they will designate a competent member from their organization to act as the primary support contact and liaison for EasyWorkforce (the “Customer Administrator”). Such Customer Administrator is the only persona authorized to submit cases and communicate issues and request support from EasyWorkforce. The Customer Administrator will be responsible for completing the on-boarding training curriculum for their organization before the Software, Products and Services “go-live” date.

3.2 Prohibited Uses. Customer shall not use the Software, Products and Services for purposes other than as set forth in this Agreement. In furtherance thereof, Customer will not (i) resell the Software, Products and Services or any data received in connection therewith or otherwise disclose, disseminate, reproduce or publish any portion of the Software, Products and Services in any manner or permit the same; (ii) use the Software, Products and Services to create derivative products or other derivative works; (iii) modify, translate, alter, disassemble, decompile, manipulate or reverse engineer any portion of the Software, Products and Services; (iv) except for Authorized Users, permit any third party to access or use the Software, Products and Services; (v) create Internet "links" to or from the Software Services, or "frame" or "mirror" any content forming part of the Software Services, other than on its Authorized Users' own intranets or otherwise for its own internal business purposes; (vi) send spam or other duplicative or unsolicited messages in violation of applicable laws; (vii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or that violates third party privacy rights; (viii) send through, store in or otherwise introduce to the Software Services, through its use or otherwise, a computer virus or other malicious code; (ix) interfere with or disrupt the integrity or performance of the Software Services or the data contained therein; or (x) attempt to gain unauthorized access to the Software Services or its related systems or networks.

3.3 Compliance with Laws. Customer, and its Authorized Users, shall use the Software, Products and Services in compliance with all applicable laws, statutes, ordinances and regulations. Customer shall obtain any necessary licenses, certificates, permits, approvals or other authorizations required by all laws, statutes, ordinances and regulations applicable to Customer’s use of the Software, Products and Services.

4. PAYMENT

4.1 Fees. Customer shall pay EasyWorkforce the fees for the Software, Services and Products as set forth in the Ordering Document and/or our website.

4.2 Payment. Payment for many of the Software, Services and Products is required in advance. Customer will be required to provide information regarding a credit card or other payment instrument (including, but not limited to ACH, wire or third-party application, such as PayPal)(“**Payment Method**”) before Customer can order any Software, Services or Products. You represent and warrant that such information is true and that you are authorized to use the Payment Method. You hereby authorize us through our third-party payment processor to bill your Payment Method in accordance with the Product you are purchasing. If any bank or other financial institution refuses to honor any payment of yours, we may charge you a fee up to the maximum amount permitted under applicable law. By providing a Payment Method, you may authorize us to keep such Payment Method on file and charge you the fees, charges, or other amounts related to your order. If you want to use a different Payment Method than the one you signed up to use during registration, or if there is a change in your credit card validity or expiration date, you may edit your Payment Method information by logging in to your account and viewing your account details or by contacting us at (888) 783-1493. If your Payment Method expires and you do not edit your Payment Method information or cancel your account, you authorize us to charge you for any overdue fees or recent purchases, and you will remain responsible for any uncollected amounts. Please contact us at the above phone number if you would like to receive more detailed account

history or billing information, if you believe there are any billing errors, or if you have any other questions related to your account history or bill. Unless otherwise provided by law, you must still pay any disputed charges until the dispute is resolved. If you would like to review the terms and conditions related to our third-party payment processor, please visit their website.

4.3 Past Due Fees. If Customer becomes thirty (30) or more days past due and fails to pay all past due fees within ten (10) days of EasyWorkforce's written notice of such delinquency, EasyWorkforce may suspend access or delivery of any Software, Services or Products provided under this Agreement until all past due charges and any related interest are paid, or terminate the Agreement. Customer shall pay EasyWorkforce all costs of collection of past due amounts owed to EasyWorkforce hereunder, including without limitation, attorney fees, collection agency fees and court costs. EasyWorkforce reserves the right to update pricing of the Software, Services and Products at any time in its sole discretion.

4.4 Taxes. Fees are exclusive of sales, use, excise, ad valorem and other taxes. When EasyWorkforce has the legal obligation to collect such taxes, the appropriate amount shall be added to EasyWorkforce's invoice and paid by Customer, unless Customer provides EasyWorkforce with a valid tax exemption certificate prior to issuance of the invoice.

5. PROPRIETARY RIGHTS

5.1 Title to Technology. As between Customer and EasyWorkforce, any and all patent rights, copyrights, trade secrets, trade names, service marks, trademarks, moral rights, know-how and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force ("**Intellectual Property Rights**") pertaining to EasyWorkforce, the Software, Services and Products, in whole or in part, shall be, vest with and remain the exclusive property of EasyWorkforce and its third party licensors. Nothing in this Agreement is meant to give Customer any Intellectual Property Rights in or to the Software, Services and Products.

5.2 Data. Customer is the exclusive owner of all right, title and interest in and to the information it provides or makes available to EasyWorkforce or that the Software, Services, and Products cull or create on behalf of Customer ("**Data**"). EasyWorkforce is hereby granted a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, edit, publish, post, transmit, and distribute such Data so long as such Data does not and is not capable of identifying Customer or any individual person or entity. Customer represents and warrants that it has all rights necessary to provide Data and other materials that it may make available to EasyWorkforce under this Agreement and that EasyWorkforce may use, copy and otherwise manipulate such Data and other materials as necessary for EasyWorkforce to perform the Services required under this Agreement. Customer shall use the Software, Services, and Products in compliance with all applicable laws, statutes, ordinances and regulations.

5.3 Feedback. EasyWorkforce shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Software, Services or Product any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer and its Authorized Users relating to the Software, Services or Products.

5.4 Trademarks. "EasyWorkforce," the EasyWorkforce logo all EasyWorkforce software and product names, "TimeLogix," the TimeLogix logo, and any and all TimeLogix software and product names, "EasyClocking," the EasyClocking logo and any and all EasyClocking software and product names are trademarks or service marks of EasyWorkforce or its affiliates (collectively, the "**Marks**"). No right or license to use the Marks is granted under this Agreement, except that Customer shall have the limited right to use the Marks solely as they appear in the Software, Services, and Products. Customer shall not use the Marks in advertising or promotional material nor shall Customer disclose EasyWorkforce as a service provider to any third party, except for such disclosures required by federal, state or local government regulations, or as otherwise may be approved in advance and in writing by EasyWorkforce. Customer shall not remove, alter or obscure any Marks or proprietary notices contained in the Services or other materials provided by EasyWorkforce.

6. WARRANTIES; DISCLAIMER

6.1 General Warranties. Both Parties represent and warrant that: (i) the Party is a properly organized business entity, in good standing in the locations where it operates or conducts business, and has the corporate power and authority to enter and perform its obligations under this Agreement, in accordance with applicable law and its articles of incorporation, bylaws and/or other governance documents; (ii) the Party has obtained all required consents, licenses,

approvals, and/or permissions to authorize it to enter and perform its obligations under this Agreement; (iii) the Party will not make any representations, warranties, or guarantees on behalf of the other Party; and (iv) the Party will comply with all applicable laws.

6.2 Disclaimer. TO THE MAXIMUM EXTENT ALLOWED BY LAW AND EXCEPT AS UNAMBIGUOUSLY AND EXPRESSLY SET FORTH IN THIS AGREEMENT, EASYWORKFORCE MAKES NO PROMISES ABOUT THE SOFTWARE, SERVICES AND PRODUCTS. THE SOFTWARE, SERVICES AND PRODUCTS ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THAT PURPOSE IS KNOWN TO EASYWORKFORCE), MERCHANTABILITY, NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EASYWORKFORCE DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE, SERVICES AND PRODUCTS ARE COMPLETE OR FREE FROM ERRORS OR OMISSIONS OR THAT ALL DEFECTS SHALL BE CORRECTED, OR WILL BE AVAILABLE 24 HOURS PER DAY, 7 DAYS PER WEEK, AND DOES NOT ASSUME, AND EXPRESSLY DISCLAIMS, ANY LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN, OR THE UNAVAILABILITY OF, THE SOFTWARE, SERVICES AND PRODUCTS, WHETHER SUCH ERRORS OR OMISSIONS OR UNAVAILABILITY RESULT FROM NEGLIGENCE, ACCIDENT, OR OTHER CAUSE. EASYWORKFORCE MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE LEGALITY OR PROPRIETY OF THE USE OF THE SOFTWARE, SERVICES AND PRODUCTS FOR ANY SPECIFIC PURPOSES. EASYWORKFORCE DOES NOT WARRANT THAT THE SOFTWARE, SERVICES OR PRODUCTS SHALL MEET YOUR EXPECTATIONS OR REQUIREMENTS. WHILE THE MANUFACTURERS OR LICENSORS OF PRODUCTS MAY PROVIDE CERTAIN WARRANTIES AND OTHER TERMS AND CONDITIONS WITH RESPECT TO THE PRODUCTS, EASYWORKFORCE MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING PRODUCTS MANUFACTURED BY THIRD PARTIES.

7. CONFIDENTIALITY

7.1 Confidential Information. In the course of this Agreement, each Party may obtain nonpublic information from the other Party that is confidential and proprietary in nature (“**Confidential Information**”). Such Confidential Information includes, but is not limited to, the terms of this Agreement, information relating to the Software, Services and Products, information regarding a Party’s current, future and proposed products and services, product designs, plans and roadmaps, prices and costs, trade secrets, patents, patent applications, development plans, ideas, samples, media, techniques, works of authorship, models, inventions, know-how, processes, algorithms, software schematics, code and source documents, data, formulas, financial information, procurement requirements, customer lists, suppliers, investors, employees, business and contractual relationships, sales and marketing plans, whether disclosed before or after the Effective Date, and any other information the receiving Party knows or reasonably ought to know is confidential, proprietary or trade secret information of the disclosing Party. Confidential Information also includes any and all nonpublic information provided to the disclosing Party by third parties.

7.2 Obligations. The Parties agree that at all times, and notwithstanding the termination or expiration of this Agreement, they shall hold all Confidential Information of the other Party in strict confidence and trust, and shall not use, reproduce or disclose the Confidential Information of the other Party to any person or entity except as specifically permitted in this Agreement. Each Party may disclose Confidential Information of the other Party only to those of its employees, contractors, consultants and advisors who have previously agreed to be bound by terms and conditions at least as restrictive as those set forth in this Agreement and who have a need to know such information.

7.3 Exclusions to Confidentiality. The restrictions on use and disclosure of Confidential Information set forth above shall not apply to the extent the Confidential Information: (i) is or becomes generally available to the public through no fault of the receiving Party (or anyone acting on its behalf); (ii) was previously lawfully known to the receiving Party free of any obligation to keep it confidential; (iii) is subsequently disclosed to the receiving Party by a third party who may rightfully transfer and disclose the information without restriction and free of any obligation to keep it confidential; or (iv) is independently developed by the receiving Party or a third party without reference or access to the disclosing Party’s Confidential Information.

7.4 Disclosures Required by Law. The receiving Party may disclose Confidential Information if required to do so as a matter of law, regulation or court order, provided that: (i) the receiving Party shall use all reasonable efforts to provide the disclosing Party with at least ten (10) days’ prior notice of such disclosure; (ii) the receiving Party shall disclose only that portion of the Confidential Information that is legally required to be furnished; and (iii) the receiving

Party shall use reasonable efforts to seek from the party to which the information must be disclosed confidential treatment of the disclosed Confidential Information.

8. PRIVACY.

8.1 Privacy Policy. For information regarding EasyWorkforce's treatment of Confidential Information, please review our current Privacy Policy at EasyWorkforce.com, which is hereby incorporated into this Agreement by reference.

8.2 Biometric Information Privacy. Each Party expressly acknowledges and agrees that information processed in connection with this Agreement may include or constitute biometric information, as defined by applicable law ("**Biometric Information**"). Each Party will process Biometric Information in compliance with applicable state and federal data protection laws and each Party's applicable privacy policies. Customer will obtain or cause to be obtained the prior, affirmative, written consent ("**Written Consent**"), from each individual as necessary to allow for the performance of the Software and/or Services, and Customer shall provide to EasyWorkforce, upon EasyWorkforce reasonable written request, evidence of such Written Consents. For the avoidance of doubt, Customer is responsible for obtaining or causing to be obtained any and all consents or approvals necessary for EasyWorkforce to perform the Software and/or Services and use the Biometric Information as permitted pursuant to this Agreement. Notwithstanding any other provision of this Agreement, neither Party will (i) use or disclose Biometric Information except in accordance with this Agreement, their respective applicable privacy policies, and the applicable data protection laws, and such use or disclosure will be solely as needed for the permitted uses and for no other purposes, unless the Parties otherwise agree in writing; or (ii) retain personal information longer than needed for the permitted uses or as required by laws. Customer acknowledges and understands that the regulatory landscape surrounding the collection of Biometric Information through new technologies is constantly changing, and Customer shall comply with any such changes in the law to the extent they apply to Customer's obligations under the Agreement. Customer will reimburse EasyWorkforce for any reasonable expenses EasyWorkforce incurs in notifying individuals of a breach or violation of applicable law caused by Customer, or its subcontractors or agents, and for reasonable expenses EasyWorkforce incurs in mitigating harm to those individuals. Customer also will defend, hold harmless and indemnify EasyWorkforce and its employees, agents, officers, directors, shareholders, members, contractors, parents, and subsidiary and affiliate entities, from and against any claims, losses, damages, liabilities, costs, expenses, penalties or obligations (including attorneys' fees), which EasyWorkforce may incur due to a breach or violation of applicable law caused by Customer, or its subcontractors or agents.

9. INFORMATION SECURITY; COMPLIANCE

9.1 Information Security. Each Party represents that it has implemented and maintains an industry-standard information security program. Such program shall include appropriate administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Confidential Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; (iii) protect against unauthorized access to or use of Confidential Information; and (iv) ensures disposal of Confidential Information in a secure manner.

9.2 Security Breach. If a Party experiences a security breach that compromises the Confidential Information of the other Party (a "**Security Breach**"), a Party will promptly notify the other Party of such Security Breach and will promptly coordinate with the other Party to investigate and remedy the Security Breach. Except as may be strictly required by applicable law, a Party agrees that it will not inform any third party (but excluding third parties who are under contract with a Party to assist with Security Breaches and the investigation thereof) of any such Security Breach without the other Party's approval, which shall not be unreasonably withheld or delayed; however, if such disclosure is required by applicable law, a Party agrees to work with the other Party regarding the content of such disclosure so as to minimize any potential adverse impact upon the other Party and its clients and customers.

9.3 Subcontractors. EasyWorkforce may utilize subcontractors in the performance of Services under the Agreement. EasyWorkforce shall be responsible for performing due diligence of its subcontractors and managing their performance, including, securing contractual obligations relating to confidentiality. The use of any subcontractor shall not release EasyWorkforce from any of its obligations under the Agreement and EasyWorkforce shall remain liable for all acts and omissions of any such subcontractor.

9.4 Retention of Content. Customer acknowledges and agrees that the Software, Services and Products are not intended to be for record retention and will not use them as such. Customer agrees to keep copies of all Data that it

uploads to the Software, Services and Products in another location and that EasyWorkforce is not liable to Customer or its Authorized Users for any corruption, loss or inability to access Data. Customer acknowledges and agrees that all Data will be inaccessible to them after the termination or expiration of this Agreement and that EasyWorkforce will not return any Data within the Software, Services or Products unless the Parties agree in writing to such return. EasyWorkforce reserves the right to charge a fee in the event Customer seeks return of Data.

9.5 Audit. EasyWorkforce reserves the right to audit Customer's use of the Software, Services and Products (remotely or on site) at a mutually agreeable time. If Customer's use is greater than contracted, Customer shall be invoiced for any unlicensed use (and related support), and the unpaid balance and support fees shall be payable in accordance with this Agreement. If any increase in fees is required, Customer shall also pay the expenses associated with the audit. If Customer's is in violation with this Agreement, EasyWorkforce reserves the right to terminate this Agreement immediately and Customer shall pay the full amount of any outstanding fees or the like for the remainder of the then-current Term.

10. TERM; TERMINATION

10.1 Term. This Agreement shall commence on the date of the execution of an Ordering Document (the "**Effective Date**") and continue for one (1) year from the Effective Date. This Agreement will automatically renew for successive one (1) year periods, unless either Party refuses such renewal by written notice no less than thirty (30) days prior to the end of the current term.

10.2 Termination for Cause. If either Party breaches any provision of this Agreement, the non-breaching Party may, upon providing written notice of such breach, terminate this Agreement in its entirety, if the breach is not cured within thirty (30) days following such notice, except in the case of failure to pay fees when due, which must be cured within ten (10) days after receipt of written notice from EasyWorkforce. Notwithstanding the foregoing, EasyWorkforce may immediately terminate this Agreement (i) upon written notice in the event Customer breaches this Agreement after receiving two prior breach notices; or (ii) if Customer breaches the licenses granted hereunder.

10.3 Termination for Insolvency. Either Party may immediately terminate this Agreement upon written notice to the other Party in the event the other Party: (i) becomes insolvent; (ii) files, submits, initiates, agrees to or is subject to any bankruptcy petition, conservatorship, request or petition for appointment of a receiver, or demand or application for voluntary or involuntary dissolution; or (iii) makes a general assignment for the benefit of its creditors.

10.4 Effects of Termination. Upon expiration or termination of this Agreement, all license rights granted by EasyWorkforce to Customer pursuant to the Agreement shall terminate and Customer shall pay EasyWorkforce in full for all Software, Services and Products accessed or used. Customer acknowledges that the Implementation Fees, minimum fees, annual fees, and certain flat fees set forth in a Professional Services SOW and the like are non-refundable upon the expiration or termination of this Agreement. If the Agreement is terminated due to Customer's breach, Customer shall pay EasyWorkforce the full amount of any outstanding fees or the like for the remainder of the then-current Term.

10.5 Return or Destruction of Materials. Within ten (10) days of expiration or termination of this Agreement, Customer shall, at EasyWorkforce's sole discretion and request, destroy or return to EasyWorkforce all electronic, magnetic media or tangible items and material containing the Software, all Documentation and all Confidential Information (including all copies of the same) (collectively, the "**Materials**") and certify in writing signed by Customer that all Materials have been returned or destroyed.

11. LIMITATION OF LIABILITY

EASYWORKFORCE'S TOTAL LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER OR RELATED TO THIS AGREEMENT OR FOR ANY OTHER CAUSE OF ACTION WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO DIRECT MONEY DAMAGES NOT EXCEEDING THE AMOUNT PAID BY CUSTOMER TO EASYWORKFORCE DURING THE CONSECUTIVE TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH CLAIM. THIS LIMIT IS CUMULATIVE AND ALL PAYMENTS UNDER THIS AGREEMENT ARE AGGREGATED TO CALCULATE SATISFACTION OF THE LIMIT. THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT ENLARGE THE LIMIT. TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT SHALL EASYWORKFORCE OR ITS AFFILIATES OR THIRD PARTY PROVIDERS, BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, COMPENSATORY, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL

OR USE, LOST OR DAMAGED CONTENT, DATA OR OTHER INTANGIBLE LOSSES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF EASYWORKFORCE IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

12. INDEMNIFICATION

12.1 Indemnification by EasyWorkforce. EasyWorkforce shall indemnify, defend and hold Customer harmless from and against any claims, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from a claim, suit or proceeding brought against Customer by a third party to the extent it is based on a claim that the Software, Services, or Products infringe a United States patent, copyright or trademark (each, an "Infringement Claim"). EasyWorkforce's obligations with respect to this section are conditioned upon: (i) Customer providing EasyWorkforce with prompt written notice of the Infringement Claim or threat thereof; (ii) Customer giving EasyWorkforce full and exclusive authority for the conduct of the defense and settlement of the Infringement Claim and any subsequent appeal; and (iii) Customer giving EasyWorkforce all information and assistance reasonably requested by EasyWorkforce in connection with the conduct of the defense and settlement of the Infringement Claim and any subsequent appeal.

12.2 EasyWorkforce Options. If an Infringement Claim has been made, or in EasyWorkforce's opinion is likely to be made, EasyWorkforce may, at its sole option and expense, either: (i) procure for Customer the right to continue using the Software, Services or Products; (ii) replace or modify the allegedly infringing Software, Service or Product so that it becomes non-infringing; or (iii) terminate both Parties' respective rights and obligations under this Agreement with regard to the Software, Service or Product, and refund to Customer a pro-rata amount of any prepaid fees actually paid by Customer for the unused portion of such Software, Service or Product.

12.3 Exclusions. Notwithstanding the foregoing, EasyWorkforce shall have no obligation to indemnify Customer to the extent an Infringement Claim arises from (i) the combination, operation or use of the Software, Services or Products with any other software, data, products or materials not supplied by EasyWorkforce; (ii) the use of the Software, Services or Products in violation of the terms and conditions of this Agreement; (iii) the alteration or modification of the Software, Services or Products; (iv) EasyWorkforce's compliance with Customer's designs, specifications or instructions; or (v) Customer's continued use of the Software, Services or Products after EasyWorkforce has informed Customer of modifications or changes to the Services required to avoid the Infringement Claim.

12.4 Indemnification by Customer. Except for EasyWorkforce's indemnity obligations set forth above, Customer shall indemnify, defend and hold EasyWorkforce harmless from and against all claims, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from a claim, suit or proceeding brought against EasyWorkforce by a third party arising out of or related to (i) the use or misuse of the Software, Services or Products by the Customer or its Authorized Users; (ii) Customer's provision of or EasyWorkforce's use of any Data; (iii) Customer's breach of this Agreement; (iv) Customer's violation of any law or the rights of any third party; and (v) Customer's negligence or willful misconduct.

13. GENERAL

13.1 Publicity. EasyWorkforce may use Customer's name and the existence of this Agreement for its business purposes including, but not limited to, marketing and advertising.

13.2 Complete Agreement; Order of Precedence. This Agreement, and any other terms referenced and incorporated herein, is the complete agreement between the Parties and supersedes any prior or contemporaneous oral or written communications between the Parties concerning the subject matter of this Agreement.

13.3 Relationship of Parties. The Parties acknowledge that this is a business relationship based on the express provisions of this Agreement and no partnership, joint venture, agency, fiduciary or employment relationship is intended or created by this Agreement. Neither Party is the legal representative or agent of, nor has the power or right to obligate, direct or supervise the daily affairs of the other Party, and neither Party shall act, represent or hold itself out as such.

13.4 Notices. All notices required under this Agreement shall be sent using the Software Services Platform and/or EasyWorkforce's website.

13.5 Assignment. Customer shall not assign or transfer this Agreement or any rights or obligations under this Agreement without EasyWorkforce's prior written consent. A change in control constitutes an assignment under this

Agreement. Any unauthorized assignment or transfer shall be void and constitutes grounds for immediate termination of this Agreement by EasyWorkforce. This Agreement binds and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

13.6 Severability. If any provision, or part thereof, of this Agreement becomes or is declared invalid, illegal or unenforceable in any respect under any law, such provision, or part thereof, shall be null and void, and deemed deleted from this Agreement. The validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

13.7 No Waiver. Any waiver is only valid to the extent expressly set forth in writing. No waiver by either Party of any right under this Agreement shall constitute a subsequent or continuing waiver of such right or any other rights under this Agreement.

13.8 Equitable Relief. Customer acknowledges that the Software, Services and Products are valuable commercial products, the development of which involved the expenditure of substantial time and money. Any violation of the licenses granted hereunder, confidentiality obligations or infringement or misappropriation of EasyWorkforce's Intellectual Property Rights therein shall be deemed a material breach of the Agreement, for which EasyWorkforce may not have adequate remedy in money or damages, and EasyWorkforce shall be entitled to injunctive relief, in addition to (and not in lieu of) such further relief as may be granted by a court of competent jurisdiction, without the requirement of posting a bond or providing an undertaking.

13.9 Force Majeure. Except for Customer's obligation to pay the fees for Software, Services or Products provided, neither Party shall be liable for any failure or delay in its performance due to circumstances beyond its reasonable control (including, but not limited to, act of terrorism, war (declared or not declared), sabotage, insurrection, riot, act of civil disobedience, act of any government, pandemic/epidemic and any resulting orders, accident, fire, explosion, flood, storm, earthquake, tornado, volcanic eruption, nuclear event, any act of God, labor disputes, failure or delay of shippers, or unavailability of components or equipment); provided that it notifies the other Party as soon as practicable and uses commercially reasonable efforts to resume performance.

13.10 Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its principles of conflicts of law. Any litigation arising out of this Agreement shall be brought by either Party in a court of competent jurisdiction located in Broward County, Florida, and each Party hereby waives any defenses it may have before such courts based on a lack of personal jurisdiction or inconvenient forum. Each Party hereby expressly and irrevocably waives the right to a jury trial. The prevailing party shall be awarded its reasonable attorneys' fees and costs in any proceeding arising out of or related to this Agreement.

13.11 No Third Party Beneficiaries. EasyWorkforce and Customer agree that this Agreement, including all terms incorporated by reference, are for the benefit of the entities executing such document(s) and are not intended to confer any rights or benefits on any third party, including any employee or client of either entity executing such document(s), and that there are no third party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

13.12 Construction. Section headings of this Agreement have been added solely for convenience of reference and shall have no effect upon construction or interpretation of this Agreement. All references to "days" shall mean calendar days, unless otherwise specified. The Parties acknowledge that this Agreement was prepared by both Parties jointly, and any uncertainty or ambiguity shall not be interpreted against any one Party.

13.13 Survival. The following sections shall survive the expiration or termination of this Agreement: Preamble, §3 Customer Obligations, §4 Payment, §5 Proprietary Rights; §6.2 Disclaimer, §7 Confidentiality, §8 Term; Termination, §10.4/10.5 Effect of Termination, §11 Limitation of Liability §12 Indemnification, and §13 General, and any other sections which, by their very nature, are intended to survive the expiration or termination of this Agreement.

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