THIS MASTER SAAS AGREEMENT ("AGREEMENT") BETWEEN THE Humanity.com, Inc. (a subsidiary of TimeClock Plus, LLC ("TCP")) LEGAL ENTITY SIGNING AN ORDER FORM AND ITS AFFILIATES (COLLECTIVELY, "TCP", "HUMANITY", "COMPANY", "WE" OR "US") AND THE INDIVIDUAL OR LEGAL ENTITY LICENSING THE SERVICES UNDER THIS AGREEMENT AND/OR UNDER AN APPLICABLE ORDER FORM ("CUSTOMER" OR "YOU" AND TOGETHER WITH HUMANITY, "THE "PARTIES") GOVERNS CUSTOMER'S ACCESS AND USE OF THE SERVICES.

BY ACCEPTING THIS AGREEMENT WHILE EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "CUSTOMER" "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND SHALL NOT BE PERMITTED TO USE THE SERVICES.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE DO NOT CONNECT, ACCESS OR USE THE SERVICES IN ANY MANNER. ANY SOFTWARE
PROVIDED IN CONNECTION WITH THE SERVICES, IS BEING LICENSED AND NOT SOLD TO YOU.

BY ACCEPTING THIS TERMS OF THIS AGREEMENT YOU REPRESENT AND WARRANT THAT ANY AND ALL INFORMATION YOU PROVIDE US THROUGH THE SERVICES IS TRUE, ACCURATE AND COMPLETE. THE PROVISION OF FALSE OR FRAUDULENT INFORMATION IS STRICTLY PROHIBITED.

This Agreement is effective between Customer and Humanity as of the date of Customer’s accepting this Agreement (the “Effective Date”).

General

Humanity has developed, owns and operates a workforce management software platform that provides amongst other things employee scheduling functionality via the internet, through mobile and desktop applications, simplifying the process and optimizing a client’s general workforce management function; Such solutions are provided to customers on a Software as a Service (SaaS) basis; and

This Agreement governs the Parties’ relation in connection with Customer’s subscription, as well as its End User’s (as defined below), access to, and usage of the Service (as further defined below).

1. Access to Software Services from Humanity

a) Access to Services and Support. Subject to all the terms and conditions of this Agreement, Humanity will provide Customer with a non-exclusive, non-transferable, non-sublicensable right to access to the software services described in the applicable Order Form (the “Services”) during the Term, through the Internet, solely for Customer’s use in accordance with Humanity’s published documentation located at helpcenter.humanity.com (“Documentation”). This Agreement and the access provided hereunder are non-transferable, except as expressly provided herein. Humanity retains all rights not expressly granted to the Customer pursuant to this Agreement.

b) Restriction and Responsibilities. Customer will not, (nor through any third party under its control) be permitted to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services, Documentation or data related to the Humanity Services; modify, translate, or create derivative works based on the Services; license,
 sublicense, assign, rent, lease, lend, sell, distribute, publish, transfer, or otherwise make available the Services or Documentation to any third party; use the Services or Documentation in any manner or for any purpose that violates any intellectual property right or other right of any person; or use the Services other than in accordance with this Agreement and in compliance with all applicable laws and regulations, including but not limited to any European GDPR privacy, intellectual property, consumer and child protection, obscenity or defamation laws. Customer will cooperate with Humanity in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as Humanity may reasonably request. Customer will also cooperate with Humanity in establishing a password or other procedures for verifying that only designated employees of Customer have access to any administrative functions of the Services. Customer will designate an employee who will be responsible for all matters relating to this Agreement (“Primary Contact” or “Administrator”). Customer may change the individual designated as Primary Contact or Administrator at any time by providing written notice to Humanity. Customer hereby agrees to indemnify and hold harmless Humanity against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services. Although Company has no obligation to monitor Customer’s use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent.

c) **Modification of Services.** Humanity will not materially decrease the overall functionality of the Services.

d) **Future Functionality.** Customer agrees that Customer’s subscription to the Service and acceptance of this Agreement are not contingent on the delivery of any future functionality or features unless set out in any Statements of Work agreed to by Customer and Humanity.

e) **Custom Functionality/Integrations/ Statement of Work.** Customer agrees that any instance of Humanity requiring a third party integration or custom feature request may require a separate Statement of Work agreement to be signed by both parties and
whose terms may be governed outside or be in addition to these posted Terms of Service.

2. Humanity Responsibilities.

a) **Service Levels.** Subject to the terms and conditions of this Agreement, Humanity shall use commercially reasonable efforts to make the Services available twenty-four (24) hours a day, seven days a week, except for: (i) planned downtime; and (ii) unavailability caused by circumstances beyond Humanity’s control, including but not limited to acts of God, internet service provider failures or delays, and denial of service attacks. Subject to the terms thereof, Humanity will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit A, listed below.

b) **Information Security and Data Protection.**

Humanity will implement and maintain reasonable administrative, physical and technical Information Security protocols and policies that are designed to prevent any unauthorized use, access, processing, destruction, loss, alteration, or disclosure of any of Customer’s data, including any employee-specific data supplied by Customer (“Customer Data”) as may be held or accessed by Humanity in its software. Humanity agrees that it will not sell, disclose, transfer, share or rent any Customer Data under any circumstances except, in each case, to an Affiliate of Humanity, as required, in connection with the Services. Additional information about Company security practices can be found at www.humanity.com/security.

c) **Software Access.** Access, if any, to Customer’s computer, telecommunication or other information systems (“Systems”) is hereby granted solely to provide the Services described in this Agreement and is limited to those specific systems, time periods, and personnel as are reasonably needed to effect the purpose of this Agreement. Access is subject to business control and information protection policies, standards, and guidelines as may be provided by Customer. Without limiting the foregoing, Humanity warrants to Customer that it has adequate security measures in place to comply with the above obligations and to ensure that access granted hereunder will not impair the integrity and availability of Customer’s systems.

d) **Other Access to Account.** Customer gives Humanity permission to view data and take actions within Customer’s Humanity account for the purpose of delivering the Services, including support, maintenance, and onboarding, as well as the technical administration of the Services, like backing up the client’s data. Humanity may also perform actions within Customer’s Humanity account at Customer’s request and in
doing so, the Customer hereby grants Humanity the limited permission to view, create, and modify Customer Data in Customer’s Humanity account to fulfill the request, including but not limited to employee information, report building and general account configurations based on the Customer’s desired use case. Other possible instances where Humanity would access a Customer’s account include: viewing or acting within an administrator, scheduler, supervisor or employee’s Humanity account to reproduce an issue or bug, creating or uploading employee information in the onboarding process, merging sources or tags, exporting data to produce a custom report, etc.

e) **GDPR/European Economic Union Customers.** To the extent Humanity processes Customer Data subject to the EU General Data Protection Regulation (“GDPR”), the terms of the Humanity GDPR Data Processing Addendum located at [www.Humanity.com/DPA (“DPA”)](http://www.Humanity.com/DPA), which is hereby incorporated by reference, shall apply and the parties agree to comply with such terms. Customers are free to download and sign a copy of the agreement made available on Humanity’s website and to return a countersigned copy to Humanity.

f) **California Consumer Privacy Act (CCPA).** Humanity will provide the Services and process any Customer Data as a for-profit corporation solely on behalf of Customer in accordance with the Agreement. Humanity will not retain, use, sell, or disclose Customer Data for any other purpose other than for the specific purpose of providing the Services under the Agreement, except as otherwise permitted by law.

g) **Future Changes Related to Changes in Data Protection Regulations.** If any variation to the Agreement between the Parties is required to maintain compliance with changes to applicable data protection laws, the Parties will negotiate necessary variations to this Agreement in good faith to address changes.

3. **Customer Responsibilities.**

a) **General.** Customer is responsible and liable for all uses of the Service resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is also responsible for all acts and omissions of employees and agents of Customer that are authorized to use the software (“Authorized Users”) and any act or omission by an Authorized User that would constitute a breach of this Agreement if performed by Customer. Customer shall make commercially reasonable attempts to make any and all Authorized Users aware of this Agreement’s provisions as
applicable to such Authorized User’s use of the Services, and shall cause Authorized Users to comply with such provisions.

b) **Customer Content & Compliance with Laws.** Customer represents, warrants and covenants that Customer and its employees will not upload or produce content or use the Humanity Service in a manner that (i) infringes or violates the intellectual property rights or property rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, ordinance or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or, (iv) contains a virus or other harmful computer file, or program. Further, Customer represents, warrants and covenants that Customer, in performance of its obligations and/or exercise of its rights pursuant to this Agreement, will comply with all applicable laws and regulations. Customer further acknowledges that Customer is responsible for all employee activity in connection with the Services and that fraudulent, abusive, or otherwise illegal activity may be grounds for termination of this Agreement.

4. Fees and Payment.

a) **Fees.** Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the “Fees”). If Customer’s use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company’s customer support department. All invoices shall be paid in United States Dollars. Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Each party shall be solely responsible for its own taxes, including, without limitation, income, franchise, property, sales, use and value added taxes, assessments, other similar tax-like charges, and tax-related surcharges which may be required or imposed by any federal, state, or local taxing authority. Billing Inquiries should be
directed to billing@Humanity.com. In the event Customer payment of undisputed Fees to Humanity remains unpaid more than thirty (30) days after an invoice becomes due, Humanity reserves the right to suspend access to the software for non-payment. Except as expressly set forth in this Agreement, all Fees are non-cancellable and non-refundable.

b) **Renewal Service Term Fees.** In the event that Customer exceeds any User Limit identified in an applicable Order Form or designated billing interval, upon renewal a prorated increase in fees for the prorated increase in usage will be automatically assessed and applied to the invoice for the subsequent service term (each a “Renewal Service Term”). Humanity reserves the right to change the Renewal Service Term fees or applicable charges and to institute new charges and fees at the end of any Service Term, upon thirty (30) days prior notice to Customer, unless additional agreements between Customer and Humanity apply. Without limiting the foregoing, any Renewal Service Term in which subscription volume or products for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior Term’s per-unit pricing.

c) **Invoices.** All Fees will be invoiced upon the effective date of the applicable Order Form, unless otherwise identified in the Order Form. Unless otherwise specified in an Order Form, Humanity will bill through either a credit card or via an invoice (under certain conditions only, as pre-approved by Humanity) and full payment for invoices issued must be received by Humanity thirty (30) days after the electronic delivery date of the invoice.

d) **Billing/Refunds/Credits.** Humanity services are billed in advance for a varying set of intervals and are non-refundable. You, the account administrator may decide to cancel your Humanity account at any time with the knowledge that there are no refunds or credits provided upon cancellation unless additional agreements or terms are negotiated with Humanity prior to your subscription start period. If you are not the account administrator, please transfer the account ownership rights to yourself before requesting a cancellation. You can initiate the ownership transfer request from the Application by initiating the live chat, alternatively you can call (888) 973 6030 or email us at info@humanity.com.

Any service credits due to a Customer, if applicable, will be applied on the next invoice against amounts then due. If there are no future invoices expected, Humanity will issue a payment to Customer for credits due.
Regardless of your billing cycle, Humanity provides no refunds or credits for a full or partial subscription service period, refunds for unutilized subscription service period, subscription plan upgrade/downgrade refunds or credit balances.

Humanity reserves the right to suspend or terminate your account or this agreement for any security reasons or prohibited activity. You understand and agree that there shall be no refund, credit or exchange for any Humanity service, unutilized subscription, implementation fees, set up fees or any content or data associated with your account.

Enterprise customers with Master Service Agreements and/or Specialized Saas Order Forms are subject to the refund policy as defined in their respective contracts.

e) **Taxes.** Any amounts payable hereunder are exclusive of, and Customer shall be responsible for all taxes, including general sales tax, value added taxes, duties, use taxes, withholdings and other governmental assessments, excluding taxes based on the net income of Humanity, unless Customer provides to Humanity a valid tax-exempt certificate. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid to Humanity on account thereof.

5. Intellectual Property.

a) **Humanity Intellectual Property.** Except as expressly set forth in this Agreement, Humanity will own and retain all right, title and interest in and to (a) the Services, including all software, improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed as part of any professional services (as set forth in an Order Form or Statement of Work mutually executed by both parties hereto that references this Agreement) or support, and (c) all intellectual property rights related to all of the foregoing. This Agreement does not grant Customer (i) any rights to the Intellectual Property Rights in the Services or (ii) any rights to use the Humanity trademarks, logos, domain names, or other brand features. “Intellectual Property Rights” means current and future worldwide rights under patent, copyright, trade secret, trademark, moral rights, and other similar rights.

b) **Customer Data.** Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements,
enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

c) **Product Improvement Suggestions.** If Humanity Customer or any of its employees or contractors provide Humanity with any ideas, product improvement suggestion(s), enhancement requests, feedback and/or recommendation(s) regarding the Services, including without limitation, new and/or improved features or functionality relating thereto (“Feedback”), Humanity is free to use and disclose such Feedback without any obligation to Customer or such employees or contractors and to incorporate into any existing or future products or features.

### 6. Confidential Information

a) Each Party (the “Receiving Party”) acknowledges that it will have access to certain confidential information of the other Party (the “Disclosing Party”) concerning the Disclosing Party’s business, plans, customers, software, technology and products, other information held in confidence by the Disclosing Party, and Personal Data. In addition, a Disclosing Party’s confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as “Confidential Information”).
b) The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party’s attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party’s Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws. To the extent that the Receiving Party is permitted to retransmit any Confidential Information it receives from the Disclosing Party, the mode of retransmission must be at least as secure as the mode by which the Disclosing Party transmitted the Confidential Information to the Receiving Party.

c) Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

7. Warranties and Disclaimer

Customer Representations and Warranties

a) Customer represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of Customer's obligations and use of the TCP Services by Customer, its Designated Users and Employees will not violate any applicable laws, including all applicable domestic and international data protection laws, or cause a breach of duty to any third party, including Employees.

b) Customer represents and warrants that all Personal Data included in the Customer Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws, including, but
not limited to, the EU General Data Protection Regulation 2016/679 and the Illinois Biometric Information Privacy Act, to the extent applicable. Customer acknowledges and agrees that (i) TCP is a service provider and processes Customer Data solely on behalf of and at the direction of Customer, and exercises no control whatsoever over the content of the Customer Data passing through the TCP Services or that is otherwise transferred by Customer to TCP, and (ii) it is the sole responsibility of Customer to ensure that the Customer Data passing through the TCP Services or that is otherwise transferred by Customer to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

c) Customer represents and warrants that its Affiliates' use of the TCP Services, if any, shall not relieve Customer of any liability under this Agreement, and Customer shall be responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Customer.

d) In the event of any breach of any of the foregoing representations or warranties in this Section 7, in addition to any other remedies available at law or in equity, TCP will have the right to suspend immediately any TCP Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP will provide notice to Customer and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP will promptly restore the TCP Services.

TCP Representations and Warranties

e) TCP represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the TCP Services to Customer will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties.

f) Third Party Services/Integration Partners. The foregoing warranty does not apply to, and Humanity strictly disclaims all warranties with respect to connections and/or links to non-embedded services, products and professional services that are provided and sold to Customer by third parties which interoperate with or are used in connection with the Service, including, without limitation, via application programming interfaces (collectively, “Third Party Services”). Any exchange of data or other interaction between Customer and Third Party Services is solely between customer and the operator of such Third Party Services, and is governed by customer’s agreement with such Third Party Services provider.
g) SMS Notifications. SMS (text messaging) is an optional component of the Communication Utilities offered as an additional feature by the Humanity® Website. Additional charges may be incurred by the user from your individual mobile service provider, Humanity® is NOT responsible for these charges. Humanity® will not be held liable for any SMS errors, delays, missed, deleted or late received messages.

**Mutual Representations and Warranties**

h) Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with applicable data protection laws.

8. Mutual Indemnification.
a) Customer hereby acknowledges and agrees that TCP may not be aware of all rights available to Customer’s Designated Users or Employees under all data protection regimes. Customer, to the extent permitted by law, shall indemnify, defend and hold harmless TCP, its Affiliates, Subprocessors, officers, managers, directors, employees, agents, advisors and other representatives (the “TCP Indemnitees”) from and against any lawsuit, liability, loss, cost or expense (including reasonable attorneys’ fees) actually incurred or suffered by TCP Indemnitees of every kind and nature to the extent caused by or resulting from (i) any breach of a representation or warranty made by Customer under this Agreement; or (ii) a third-party claim made against a TCP Indemnitee arising from or related to Customer’s failure to comply with any applicable domestic or foreign data protection laws or regulations. Customer shall have the right to control any defense provided pursuant to this Section 8 a), provided, however, that Customer shall not, without TCP’s prior written consent, (A) enter into any settlement or compromise or consent to the entry of any judgment that does not include the delivery by the claimant or plaintiff to the applicable TCP Indemnitee of a written release from all liability in respect of such third party claim, or (B) enter into any settlement or compromise with respect to any third party claim that may adversely affect the applicable TCP Indemnitee other than as a result of money damages or other monetary payments that are indemnified hereunder.

b) TCP will indemnify, defend and hold harmless Customer and its Affiliates (the “Customer Indemnitees”) from and against any lawsuit, liability, loss, cost or expense actually incurred or suffered by a Customer Indemnitee of every kind and nature to the extent caused by or resulting from a third-party claim made against a Customer Indemnitee that the TCP Technology infringes on any U.S. intellectual property right of a third party; provided, however, that TCP is notified in writing of such claim promptly after such claim is made upon Customer. TCP shall have the right to control any defense provided pursuant to this Section 8 b). In no event shall Customer settle any such claim without TCP’s prior written approval. If such a claim is made or if the TCP Technology, in TCP’s opinion, is likely to become subject to such a claim, TCP may, at its option and expense, either (i) procure the right to continue using the TCP Technology or portion thereof, or (ii) replace or modify the TCP Technology or portion thereof so that it becomes non-infringing. If TCP determines that neither alternative is reasonably practicable, TCP may terminate this Agreement with respect to the portion of the TCP Technology infringing or alleged to infringe. TCP shall have no liability or obligation under this Section 8 b) if the claim arises from (i) any alteration or modification to the TCP Technology other than by TCP, (ii) any combination of the TCP Technology with other programs or data not furnished by TCP, or (iii) any use of the TCP Technology prohibited by this Agreement or otherwise outside the scope of use for which the TCP Technology is intended.
9. Limitation of Liability.

a) Limitation of Damages. Except for claims arising out of Section 8 b) (TCP’s Intellectual Property Indemnity) and Section 6 (Confidential Information), in no event shall TCP’s aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Customer to TCP during the twelve (12) months immediately prior to the date of the claim.

10. Term and Termination.

a) Term. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the “Term”), unless either party requests termination at least thirty (30) days prior to the end of the then-current term. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days’ notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

b) Account Suspension. Notwithstanding anything to the contrary in this Agreement, Humanity may impose limitations on bandwidth usage, and/or temporarily suspend Customer’s and any Authorized User’s access to any portion or all of the Services if Humanity reasonably determines that (i) there is a threat to or attack on any of the Services; (ii) Customer’s or any Authorized User’s use of the Services abuses, disrupts or poses a security risk to the Services or to any other customer or vendor of Humanity; or (iii) Customer is in breach of its obligation to pay any Fees due under the Agreement (collectively, “Service Suspension(s)”). Prior to suspension of service pursuant to sub-Section (iii) above, Humanity will provide Customer with notice of non-payment and the amount due (“Non-payment Notice”). Unless the amount has been paid, Humanity reserves the right to suspend Customer access to the Services fourteen (14) calendar days after such Non-payment Notice. Humanity will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.
c) **Termination.** In addition to any other express termination right set forth in this Agreement: i. Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party breaches any material provision of this Agreement, including, without limitation, by Humanity, in the event of any breach by Customer of Section 3 above, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or ii. Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, and such proceeding is not dismissed within one hundred twenty (120) days of institution; (B) makes or seeks to make a general assignment for the benefit of its creditors; or (C) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business without a successor.

d) **Effect of Expiration or Termination.** Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of and/or access to the Service(s). No expiration or termination will affect Customer's obligation to pay all Fees that have become due before the effective date of such expiration or termination, or entitle Customer to any refund.

e) **Return of Data.** Prior to termination, and no more than once during the Term, Humanity will make all Customer Data available to Customer for electronic retrieval in .csv format upon request prior to the expiration of the Term solely to the extent that Customer has paid all undisputed then due Fees.

f) **Survival.** Sections 4, 6, 7, 8, 9, 10 and 11 shall survive any termination or expiration of this Agreement. No other provisions of this Agreement will survive the expiration or termination of this Agreement.

11. **General.**

a) **Entire Agreement.** This Agreement and each Addendum, Exhibit, Attachment, Amendment and Schedule, as so designated, set forth the entire agreement and understanding of the parties relating to the subject matter contained herein, and merges all prior discussions and agreements, both oral and written, between the parties. Each party agrees that use of pre-printed forms, including, but not limited to email, purchase orders, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are
void and of no effect. In the event of any conflict between the Terms of Service, the DPA and/or the Order Form, the following order of precedence will apply (in descending order): (1) the DPA, (2) the Terms of Service and (3) each Order Form. Notwithstanding the foregoing, in the event that an Order Form references a specific provision of these Terms of Service and states that it supersedes such provision, such Order Form will take precedence only with respect to such specific provision.

b) Amendment/Waivers. No waiver of any term or condition is valid unless in writing and signed by authorized representatives of both parties, and will be limited to the specific situation for which it is given. No amendment or modification to this Agreement shall be valid unless set forth in writing and signed by authorized representatives of both parties.

c) Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “Notice”) must be in writing and to:

Humanity.com, Inc. 2121 N. California Blvd. Suite 290, Walnut Creek, CA. 94596, Email: legal-notices@humanity.com

Customer: Billing Contact identified in the Order Form

d) Marketing. During the Term hereof, Customer agrees that TCP may publicly refer to Customer, orally and in writing, as a customer of TCP. Any other reference to Customer by TCP requires the written consent of Customer.

e) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, to the extent such failure or delay is caused by any circumstances beyond such Party’s reasonable control.

f) Independent Contractors. The parties shall be deemed for all purposes to be independent contractors. Nothing in this Agreement or in the activities contemplated by the parties pursuant to this Agreement shall be deemed to create an agency, partnership, employment or joint venture relationship between the parties. Each party shall be deemed to be acting solely on its own behalf and, except as expressly stated, neither party shall have the right or authority to bind or incur any liability or obligation of any kind on behalf of the other. Provider will be solely responsible for all materials and work until Accepted by Client, and Client will have no direction (except in the results to be obtained) or control of Provider, or any person employed by or contracted for by Provider.
g) **Severance; Headings.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is found to violate a law, it will be severed from the rest of the Agreement and ignored and a new provision deemed added to this Agreement to accomplish to the extent possible, the intent of the parties as evidenced by the provision so severed. The headings used in this Agreement have no legal effect.

h) **Dispute Resolution.** Before initiating a lawsuit against the other party relating to a dispute or claim herein, Client and Provider agree to first work in good faith to resolve between themselves such dispute or claim arising out of or relating to this Agreement. To this end, either party may request that each party designate an officer or other management employee with authority to bind the party to meet to resolve the dispute or claim. During this resolution process, each party will honor the other’s reasonable requests for non-privileged and relevant information. This paragraph will not apply if: (i) the expiration of the statute of limitations for a cause of action is imminent; or (ii) injunctive or other equitable relief is necessary to mitigate damages.

i) **Applicable Law; Jurisdiction; Limitations Period.** This Agreement shall be construed under the laws of the State of Texas, without regard to its principles of conflicts of law. To the extent permitted by law, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has arisen

j) **Class Action Waiver.** EACH PARTY WAIVES THE RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE.

k) **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, each party may assign this Agreement by operation of law or otherwise in the context of a merger or stock or asset sale, without such prior written consent. Any attempted assignment contrary to the preceding will be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of each party’s permitted successors and assigns.

l) **Compliance with Laws.** Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.
EXHIBIT A

SUPPORT AND SERVICE LEVEL AGREEMENT (SSLA)

This Support and Service Level Agreement (this “SSLA”) provides the support and service level terms and conditions for the Humanity.com (“Company”) SOFTWARE.

1. **Support.** Company will provide Technical Support to Customer via both telephone and electronic mail on a 24/7/365 basis (“Support Hours”). Customer may initiate a helpdesk ticket during Support Hours by calling 888-973-6030 or any time by emailing support@humanity.com. Company shall respond to and resolve all support requests and
correct all errors reported by Customer in accordance with the required times specified below.

Customer shall classify its requests for error corrections in accordance with the descriptions set forth in the “Problem Resolution Times” chart below (each a “Support Request”) when contacting Company’s helpdesk. Response and Resolution times will be measured from the time Company receives a Support Request until the respective times Company has (i) responded to, in the case of response time and (ii) Resolved such Support Request, in the case of Resolution time. “Resolve” (including “Resolved,” “Resolution,” and correlative capitalized terms) means that, as to any error, Company has provided Customer the corresponding error correction and Customer has confirmed such correction and its acceptance thereof. Company shall respond to and Resolve all errors within the times provided in the “Problem Resolution Times” chart below based on the severity of the error.

2. Problem Resolution Times

<table>
<thead>
<tr>
<th>Severity</th>
<th>Description</th>
<th>Required Response Time</th>
<th>Required Resolution Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blocker</td>
<td>All or a material portion of the Services are unusable or inaccessible by Customer or its users</td>
<td>1 hour</td>
<td>4 hours</td>
</tr>
<tr>
<td>Type</td>
<td>Description</td>
<td>Response Time</td>
<td>Resolution Time</td>
</tr>
<tr>
<td>---------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>---------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Critical</td>
<td>Any error affecting a critical function, any material degradation of the services (including, without limitation, incorrect schedules in the Services), widespread access interruptions; security breach, loss or perceived loss of data</td>
<td>3 hours</td>
<td>1 business day</td>
</tr>
<tr>
<td>Major</td>
<td>Any other error that materially impairs performance of the Services or Customer’s use thereof without a workaround acceptable to Customer</td>
<td>8 hours</td>
<td>3 days</td>
</tr>
<tr>
<td>Minor</td>
<td>Any error that impacts any number of users but for which a workaround acceptable to Customer exists</td>
<td>2 business days</td>
<td>N/A</td>
</tr>
<tr>
<td>Deferred</td>
<td>No user impact</td>
<td>5 business days</td>
<td>N/A</td>
</tr>
</tbody>
</table>

In the event Company fails to meet the response or Resolution commitments above for any Blocker, Critical or Major errors, Customer shall be entitled to receive a service credit of 5% of the Monthly Subscription Fee (as defined in Customer’s Order Form) for each such failure.

Notwithstanding anything to the contrary in the Agreement that permits a “cure period” for any material breach of the Agreement, if the Company fails to meet the response and Resolution commitments above (a) for any Blocker error two (2) or more times in a rolling twelve (12) month period, (b) for any Critical or Major error four (4) or more times in a rolling twelve (12) month period, or (c) for any combination of Blocker, Critical or Major errors four (4) or more times in a rolling three (3) month period, Customer may terminate this Agreement on written notice to Company with no liability, obligation, or penalty to Customer by reason of such termination. In the event of such termination, Company shall refund to Customer any a prorated portion of any pre-paid fees for the period after the effective date of termination.

Customer is responsible for ensuring that its hardware and software used to access the Services meet the minimum requirements specified by Humanity. Minimum requirements include use of a currently supported browser (Chrome is recommended) and a high-speed internet connection. Customizations, installation, or professional services are not included in this SLA. Humanity’s Support team must be able to reproduce an error in order to resolve it. Customers agree to cooperate and work closely with Humanity Support to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and as appropriate.

4. Software Updates and Upgrades.

Customer will be provided with, and agrees to accept, all updates, upgrades, enhancements, and/or new releases to the Humanity Software that are generally provided to all Humanity customers.


When submitting a support request Customer must (i) provide Humanity with all information necessary for Humanity to address the request, and (ii) respond promptly with any information reasonably requested by Humanity to clarify the support request. On receipt of the support request, Humanity will respond to the request as detailed in Section 1 of this SSLA, and determine the appropriate priority level based on the classifications specified below, and input from Customer. The terms used in the table below are defined as follows: “Action Plan” means a workaround or action plan for addressing the problem; and “Issue” means a failure of the Humanity Services to operate in accordance with its then-current technical or user documentation or specifications located at: helpcentre.humanity.com (“Documentation”).

5. Availability Commitment.

The Services shall be available 99.9%, measured monthly, excluding Planned Maintenance or Emergency Maintenance as described below. If Customer requires in writing maintenance specific to Customer outside of Planned Maintenance period, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or
other reasons beyond Company’s control will also be excluded from any such calculation. "Downtime" shall be deemed to occur any time there is a material performance degradation or inoperability of the Services, in whole or in part, except for circumstances that are expressly excluded from downtime under this calculation as described elsewhere in this SSLA; and “Availability” of the Services shall mean the percentage of the time in a calendar month during which no downtime of the Services occurs. Downtime shall begin to accrue as soon as Customer (with notice to Company, which may be by email or telephone to Company’s helpdesk) recognizes that downtime is taking place or Company otherwise becomes aware of downtime, and continues until the availability of the Services is restored.

If the Availability of the Services is less than 99.9% in any calendar month, Customer shall be entitled to receive a service credit of 5% of the Monthly Subscription Fee for each 1% by which Availability is less than 99.9%. The total service credits under this SSLA shall not exceed 25% of the Monthly Service Fee. “Monthly Subscription Fee” means the then-applicable annual Subscription Fee under this Agreement divided by 12. The parties acknowledge and agree that the service credits under this SSLA are a reasonable estimate of the diminished value of the Services that may arise from downtime of the Services or failure of Company to meet error response and resolution commitments, which would be impossible or very difficult to accurately estimate; (b) is not intended as, and should not be deemed to be, a penalty or forfeiture. Any service credits will, at Customer’s sole option, be credited or set off against any fees or other charges payable to Company under this Agreement or be payable to Customer upon demand. Any services credits provided hereunder are in addition to and cumulative of any other remedies Customer may have under this Agreement, at law or in equity.

Notwithstanding anything to the contrary in the Agreement that permits a “cure period” for any material breach of the Agreement, if the actual Availability of the Services is less than (a) 99.9% in any (i) two (2) consecutive calendar months or (ii) three (3) calendar months in a rolling twelve (12) month period, or (b) 95% in any single calendar month, then, in addition to all other remedies available to Customer, Customer may terminate this Agreement on written notice to Company with no liability, obligation, or penalty to Customer by reason of such termination. In the event of such termination, Company shall refund to Customer any a prorated portion of any pre-paid fees for the period after the effective date of termination.

6. Maintenance

Planned Maintenance. Planned Maintenance shall mean any maintenance or upgrades to the Service in which respect of which Client shall be notified a minimum 72
hours in advance, and that will be performed during a standard maintenance window during 12:01am to 3am Pacific Standard Time. Only Planned Maintenance performed strictly in compliance with the foregoing will be excluded from downtime for purposes of this SSLA.

**Emergency Maintenance.** Emergency Maintenance refers to any corrective action intended to remedy conditions likely to cause severe Service degradation, as designated by Humanity in its reasonable discretion. Emergency Maintenance may include but is not limited to actions intended to address hardware or software failures or viruses/worms. Humanity will exercise reasonable efforts to inform client in advance before interrupting the Service for Emergency Maintenance, but such notice is not guaranteed and failure thereof is not considered an unplanned outage. Only Emergency Maintenance performed strictly in compliance with the foregoing will be excluded from downtime for purposes of this SSLA.

**Service Monitoring & Outage Notifications.** Humanity maintains on a separate network a status page which provides real time updates on Service status, including history of previous outages: http://status.Humanity.com