

This Master Agreement (“Master Agreement”) is entered into by and between Customer and Unicorn HCM, Inc., a Florida corporation with offices at 101 S Hoover Blvd, Suite 100, Tampa FL 33609, (“PeopleGuru”) contracting with Customer in an Order Form. This Master Agreement is effective as of the date PeopleGuru accepts the Order Form executed by Customer (“Effective Date”).

Whereas PeopleGuru provides a subscription service for time and attendance, payroll, benefits administration, guru services, and HR services as defined below (hereafter “Service”), and Customer desires to subscribe to the Service, the parties therefore agree to the business relationship and allocation of responsibilities regarding such Service set forth in this Agreement as follows:

## 1. Definitions.

“Agreement” means any fully executed Order Form, together with its applicable Order Form Terms and Conditions.

“Affiliates” means any PeopleGuru Holdings, Inc. subsidiary company or any company that controls, is controlled by, or is under common control with PeopleGuru, Inc.

“Authorized Parties” means Customer's Employees and third party providers authorized to access or receive Customer Data by Customer (a) in writing, (b) through the Service's security designation, or (c) by system integration or other data exchange process.

“Candidate” means an active person record managed by the Service for any person who is under consideration for an open job requisition. The number of permitted Candidates will be as set forth in the applicable Order Form.

“Competitor” means any entity that may reasonably be construed as offering competitive functionality or services to those offered by PeopleGuru.

“Confidential Information” means (a) any software utilized by PeopleGuru in the provision of the Service and its respective source code; (b) Customer Data; (c) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices, names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as “confidential” or “proprietary” or the receiving party knows or reasonably should know is confidential or proprietary; (d) the terms and pricing of any Order Form and related Order Form Terms and Conditions; and (e) the terms of this Master Agreement (but not its existence or parties).

“CRM” refers to PeopleGuru's online system for support ticket management which Customer is required to utilize for reporting, communicating, and tracking support and assistance requests to PeopleGuru via e-mail or telephone.

“Customer Data” means the electronic data or information submitted by Customer or Authorized Parties to the Service.

“Customer Input” means suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Employees and Authorized Parties relating to the operation or functionality of the Service, excluding Customer Data.

“Documentation” means PeopleGuru's electronic and hardcopy user guide for the Service, which may be updated by PeopleGuru from time to time.

“Employee” means an active person record managed by the Service which includes, but is not limited to, employees, consultants, contingent workers, independent contractors, volunteers, or retirees of Customer and its Clients. The number of permitted Employees will be as set forth in the applicable Order Form. Information related to former employees, consultants, contingent workers, independent contractors, volunteers, and retirees in the form of static historical records may be maintained in the system without being included in the calculation of the number of Employees, unless self-service access to the record through the Service is provided to the individual.

“Guru Services” means outsourced check printing, payment, Tax Filing, complete pay, and year-end services as described herein.

“Hardware as a Service Services” means the provision by PeopleGuru of Timeclock hardware on a subscription basis and Hardware Support Services.

“Hardware Support Services” means maintenance and repair services provided by PeopleGuru on Timeclock hardware owned by Customer that has been purchased from PeopleGuru or is approved for Hardware Support Services by PeopleGuru.

“Hosting Services” means the provision of network infrastructure, computer hardware, third-party software, and database administration services and connectivity to Customer by PeopleGuru. Standard Hosting Services consist of a common infrastructure shared with other Customers and their end users, which during periods of high use may negatively affect Service performance.

“Intellectual Property Rights” means any and all common law, statutory and other industrial and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

“Law” means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

“Malicious Code” means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

“Normal Business Hours” means Monday through Friday, 9:00 a.m. – 7:00 p.m. Eastern Time, excluding banking holidays.

“Order Form” means the separate ordering document under which Customer subscribes to the Service in accordance with the Order Form Terms and Conditions pursuant to this Master Agreement.

“Software Services” means PeopleGuru’s software-as-a-service applications as described in the Documentation.

“Service” means Software Services, Guru Services, Hosting Services, Data Exchange, consulting services, and other services provided to Customer by PeopleGuru.

“Statement of Work” or “SOW” refers to a separate writing between the parties in which Customer engages PeopleGuru to provide implementation assistance, modifications or enhancements for Customer’s use of the Service.

“Third Party Service Provider” means a business entity with whom PeopleGuru enters into an agreement related to delivery of certain portions of the Software Services, Guru Services, or the Service to Customer. Third Party Service Provider are Authorized Parties and under certain circumstances may be granted access to Customer Data in performance of their duties.

## **2. Customer’s Use of the Service.**

**2.1 Provision of the Service.** PeopleGuru shall: (a) make the Service available to Customer in accordance with the Documentation during the Term of this Master Agreement; (b) not use Customer Data except to provide the Service, or to prevent or address service or technical problems, in accordance with this Master Agreement and the Documentation, or in accordance with Customer’s instructions; and (c) not disclose Customer Data to anyone other than Authorized Parties or as required by Law. Customer acknowledges that PeopleGuru supports the use of the Service regarding its functionality only as provided for within the Documentation. Customer acknowledges that it is its responsibility to setup and maintain its computer equipment, as well as human resource, time and attendance, payroll and tax operational procedures. Customer may request additional guidance and PeopleGuru may, in its sole discretion, provide additional guidance or support at the rates set forth in an applicable Order Form; however, PeopleGuru assumes no responsibility for the results to be achieved by Customer’s use of such guidance, support, or information.

**2.2 Service Level Objective for Hosting Services.** PeopleGuru offers a service uptime guarantee for the Service of 99.9% of available time, calculated monthly. Available time does not include Service interruptions caused by: (a) planned

downtime including, but not limited to, recurring and extended system maintenance and Service enhancements, upgrades, and updates; (b) emergency maintenance, and (c) any unavailability caused by circumstances beyond PeopleGuru's reasonable control, as described in Section 11.4. If Customer believes PeopleGuru has failed to maintain this level of Service availability, Customer may contact PeopleGuru within 5 days of any unscheduled outage that exceeds 1 hour in duration and request a credit of up to 5% of the monthly Software Service fees for that unscheduled outage. In no case shall the outage credits in any given month exceed 100% of the monthly Software Service fees invoiced by PeopleGuru and the credits may be used only for payment of future invoices from PeopleGuru. Total Service uptime and unscheduled Service outage time shall be solely determined by PeopleGuru.

**2.3 Standard Support Availability.** PeopleGuru will provide telephone, email, and CRM-based customer support during Normal Business Hours and in accordance with PeopleGuru's then-current support policy. Except for reporting service outages, all support requests that request support to be performed outside Normal Business Hours will be billed as incurred with a minimum of two consulting hours at the rates set forth on the Order Form. Customer acknowledges that the support provided under this Master Agreement does not include direct support of Employees.

**2.4 Training and Consulting.** PeopleGuru agrees to provide technical training and consulting services in the use of the Service. Training and consulting shall be provided by PeopleGuru at such times as Customer may reasonably request, and Customer shall pay to PeopleGuru the fees set forth in an applicable Order Form or Statement of Work for such training and consulting services. If such additional training is at Customer's offices, Customer will reimburse PeopleGuru for reasonable travel, lodging, meals and related expenses incurred in providing such training and consulting. Upon Customer's written request, PeopleGuru will submit supporting expense documentation to Customer for expenses exceeding \$50. PeopleGuru will provide implementation assistance, modifications, and enhancements to the Service requested by Customer and agreed to by the parties in a fully executed Statement of Work except when such assistance is less than \$1,000, in which event the parties shall deem authorization via email acceptable.

**2.5 Customer Obligations.** Customer may enable access to the Service for use only by Authorized Parties solely for Customer's internal business purposes in accordance with the Documentation and not for the benefit of any third parties. Customer is responsible for all Authorized Party use of the Service and compliance with this Master Agreement. Customer shall: (a) have sole responsibility for the accuracy, quality, and legality of all Customer Data; and (b) prevent unauthorized access to, or use of, the Service, and notify PeopleGuru promptly of any such unauthorized access or use. Customer shall not: (i) use the Service in violation of applicable Laws; (ii) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) send or store Malicious Code in connection with the Service; (iv) interfere with or disrupt performance of the Service or the data contained therein; or (v) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. Customer shall designate a maximum number of named Authorized Parties as listed in the applicable Order Form to request and receive support services from PeopleGuru. Named Authorized Parties must be trained on the PeopleGuru product(s) for which they initiate support requests. Customer shall be liable for the acts and omissions of all Authorized Parties relating to this Master Agreement and any other Agreement between the parties.

**2.6 Statement of Work.** Each Statement of Work shall be agreed to by the parties in writing and shall at a minimum (i) describe the scope of work in detail, and (ii) establish a schedule and cost for completion and payment. Customer agrees that its use of the Service is conditioned upon its payment obligations as set forth in each Statement of Work.

### **3. Fees.**

**3.1 Invoices & Payment.** Fees for the Service will be invoiced in accordance with the applicable Order Form. Except as otherwise stated in an Order Form, all fees are quoted and payable in United States dollars and are based on Service rights acquired and not actual usage. Customer shall provide PeopleGuru with complete and accurate billing and contact information including a valid email address for receipt of invoices. Upon receipt of an invoice, Customer shall immediately review same and notify PeopleGuru of any billing errors or invoice adjustments Customer believes it is due. No refund or credit will be given for invoice billing errors or invoice adjustments that are requested more than ninety (90) days after the invoice date. Upon PeopleGuru's request, Customer will make payments via wire transfer.

**3.2 Non-cancelable & non-refundable.** Except as specifically set forth to the contrary under Section 7.2 "Warranty Remedies", Section 8.1 "Indemnification by PeopleGuru", Section 10.2 "Termination", all payment obligations under any and all Order Forms are non-cancelable and all payments made are non-refundable. The license rights for the number of Employees set forth on any respective Order Form cannot be decreased during the then current Term, except that one time during each renewal Term, Customer may request a minimum 20% reduction in the Employee counts stated in its most recent Order Form if such reduction in Employee counts is directly related to a material adverse change to Customer's business (as determined by PeopleGuru in its sole and absolute discretion). PeopleGuru reserves the right to adjust per employee unit pricing or minimum pricing thresholds on any Order Form entered into as a result of Customer's request.

**3.3 Overdue Payments.** Any payment not received from Customer by the due date will accrue interest at the maximum rate permitted by Law. Customer also agrees to reimburse PeopleGuru for all costs of collection of overdue payments, including attorneys' fees and costs incurred by PeopleGuru, whether or not litigation is instituted to collect payments, including bankruptcy and appellate proceedings.

**3.4 Non-Payment and Suspension of Service.** If Customer's account is more than thirty (30) days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Master Agreement, any other Agreement between the parties, or by Law, PeopleGuru reserves the right to suspend the Service upon ten (10) days written notice, without liability to Customer, until such amounts are paid in full.

**3.5 Taxes.** Except as otherwise stated in an Order Form, PeopleGuru's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with this Master Agreement and the Service, excluding U.S. income taxes on PeopleGuru. If Customer has an obligation to withhold any amounts under any law or tax regime (other than U.S. income tax law), Customer shall gross up the payments so that PeopleGuru receives the amount actually quoted and invoiced. If PeopleGuru has a legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides PeopleGuru with a valid tax exemption certificate authorized by the appropriate taxing authority.

**3.6 Account Verification.** Subscriptions are based upon Employee and transaction counts and other metrics as set forth in pricing schedules in Order Forms. PeopleGuru has the right to review and audit all metrics used to calculate the fees and charges including, but not limited to, Employee and transaction counts on its hosted servers at any time periodically to verify that usage does not exceed the metrics established in the Order Forms. If such a review or audit reveals that fees or charges are due in addition to those previously reported, Customer agrees to pay these immediately upon demand.

#### **4. Proprietary Rights.**

**4.1 Ownership and Reservation of Rights to PeopleGuru Intellectual Property.** PeopleGuru and its licensors own all right, title and interest in and to the Service, Documentation, and other PeopleGuru Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, PeopleGuru reserves all right, title and interest in and to the Service and Documentation, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

**4.2 Subscription Grant.** PeopleGuru hereby grants Customer a non-exclusive, non-transferable right to use the Service and Documentation solely for internal business purposes during the Term, subject to the provisions of this Master Agreement within the scope of use defined in the applicable Order Form.

**4.3 Subscription Restrictions.** Customer shall not (a) modify, copy or create any derivative works based on the Service or Documentation; (b) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party, other than to Authorized Parties as permitted herein; (c) reverse engineer or decompile any portion of the Service or Documentation including, but not limited to, any software utilized by PeopleGuru in the provision of the Service and Documentation; (d) access the Service or Documentation in order to build any commercially available product or service; or (e) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation.

**4.4 Ownership of Customer Data.** As between PeopleGuru and Customer, Customer owns its Customer Data.

**4.5 Customer Feedback.** PeopleGuru shall have a royalty-free, worldwide, transferable; sub-licensable, irrevocable, perpetual license to use or incorporate into the Service any Customer Feedback. PeopleGuru shall have no obligation to adopt Customer Feedback into the Service. Customer shall have no obligation to provide Customer Feedback.

**4.6 Aggregated Data Use.** PeopleGuru owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the "Aggregated Data"). Nothing herein shall be construed as prohibiting PeopleGuru from utilizing the Aggregated Data for purposes of operating PeopleGuru's business, provided that PeopleGuru's use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any Employee. In no event does the Aggregated Data include any personally identifiable information.

## **5. Confidentiality.**

**5.1 Confidentiality.** A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Master Agreement or any other agreement between the parties, except with the other party's prior written permission or as described in the Compelled Disclosure section below.

**5.2 Protection.** Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care.

**5.3 Compelled Disclosure.** A disclosure by one party of Confidential Information of the other party to the extent required by Law shall not be considered a breach of this Master Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

**5.4 Remedies.** If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of the confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.

**5.5 Exclusions.** Confidential Information shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the other party; (b) was known to a party prior to its disclosure by the other party without benefit of any obligation owed to the other party; (c) was independently developed by a party without breach of any obligation owed to the other party; or (d) is received from a third party without breach of any obligation owed to the other party. Customer Data shall not be subject to the exclusions set forth in this section.

## **6. Customer Data.**

**6.1 Protection and Security.** During the Term of this Master Agreement, PeopleGuru shall maintain a formal security program materially in accordance with industry standards that is designed to: (a) ensure the security and integrity of Customer Data; (b) protect against threats or hazards to the security or integrity of Customer Data; and (c) prevent unauthorized access to Customer Data. Such security program will conform to PeopleGuru's most recent annual SSAE 18 report, available upon Customer's written request. In no event during the Term shall PeopleGuru's security program use controls materially less protective than those provided in the PeopleGuru SSAE 18. Customer understands that its use of the Service and compliance with any terms hereunder does not constitute compliance with any Law. Customer understands that it has an independent duty to comply with any and all Laws applicable to it.

**6.2 Unauthorized Disclosure.** If either party believes that there has been a disclosure of Customer Data to anyone other than an Authorized Party or PeopleGuru, such party must promptly notify the other party. Additionally, each party

will reasonably assist the other party in remediating or mitigating any potential damage, including any notification which should be sent to individuals impacted or potentially impacted, or the provision of credit reporting services to such individuals. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it.

**6.3 Customer Responsibility.** Customer is responsible for the content of its Customer Data. Customer shall not upload Customer Data that infringes the rights of or causes harm to a third party, or violates any Law.

**6.4 Customer Data Retention.**

PeopleGuru will use commercially reasonable efforts to retain active employee and terminated employee data on predetermined schedules that are system defined.

Customer is responsible for maintaining and setting up within the Software Service its own data collection, disclosure, retention, and storage policies as may apply to it under local, state and federal law. The Software Service provides default retention policies which Customer may configure to meet its specific needs.

- Banking records (such as bank account and routing numbers) are retained during an Employee's active employment and up to one-year post employment termination unless otherwise revised by Customer.
- Biometric identifier records (such as hand scans, photographs, fingerprints, retinal scans, facial recognition scans, and location tracking and other biometric items) are retained during active employment and up to one-year post employment termination unless otherwise revised by Customer.
- Employee human resource information, enrolled benefit plans, and family member records are retained five years unless otherwise revised by Customer.
- Payroll check history, W2s, 1099s, and payroll history records are retained five years unless otherwise revised by Customer.
- Employee personal records (such as but not limited to address, phone numbers, email addresses, social security numbers, birth dates, positions held, performance reviews, demographic data, skills, and certifications) are retained during active employment and up to five years' post-employment termination unless otherwise revised by Customer.
- Electronically signed documents shall be retained during active employment and up to five years' post-employment termination unless otherwise revised by Customer.
- Candidates personal records (such as but not limited to address, phone numbers, email addresses, job preferences, job applications, demographic data, skills, and certifications) that remain active for job consideration will have their records retained indefinitely unless candidate withdraws its application online.

Customer acknowledges that PeopleGuru's standard data retention settings may require revisions by the Customer to meet local, state, or federal laws that Customer is subject to and may require notifications to, or authorizations from, employees of the data retention settings.

**7. Warranties & Disclaimers.**

**7.1 Warranties.** Each party warrants that it has the authority to enter into this Agreement and that doing so does not constitute a breach of any other existing agreement it has entered into and, in connection with its performance of this Agreement, shall comply with all Laws applicable to it related to data privacy, international communications and the transmission of technical or personal data. Customer acknowledges that the Service is a work-in-progress and may be modified substantially during the Term, provided that no modifications will be made by PeopleGuru that impair Customer's use. PeopleGuru warrants that during the Term (a) the Service shall perform materially in accordance with the Documentation, which may change as well; and (b) the functionality of the Service will not be materially decreased.

**7.2 Warranty Remedies.** As Customer's exclusive remedy and PeopleGuru's sole liability for breach of the warranty set forth in Section 7.1, PeopleGuru shall correct the non-conforming Service at no additional charge to Customer or, in the event PeopleGuru is unable to correct such deficiencies after good-faith efforts, PeopleGuru shall refund Customer amounts paid that are attributable to the defective Service from the date PeopleGuru received such notice. To receive warranty remedies, Customer must promptly report deficiencies in writing to PeopleGuru, but no later than thirty (30) days of the first date the deficiency is identified by Customer.

**7.3 DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PEOPLEGURU MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR

OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. PEOPLEGURU DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICE.

## **8. Indemnification.**

**8.1 Indemnification by PeopleGuru.** PeopleGuru shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes a copyright, a U.S. patent, a PCT patent application, or a trademark of a third party; provided, however, that Customer: (a) promptly gives written notice of the Claim to PeopleGuru; (b) gives PeopleGuru sole control of the defense and settlement of the Claim (provided that PeopleGuru may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to PeopleGuru, at PeopleGuru's cost, all reasonable assistance. PeopleGuru shall not be required to indemnify Customer in the event of: (i) modification of the Service by Customer, its Employees, or Authorized Parties in conflict with Customer's obligations, or as a result of any prohibited activity as set forth herein; (ii) use of the Service in a manner inconsistent with the Documentation; (iii) use of the Service in combination with any other product or service not provided or approved by PeopleGuru; or (iv) use of the Service in a manner not otherwise contemplated by this Agreement. If Customer is enjoined from using the Service or PeopleGuru reasonably believes it will be enjoined and such threatened or actual injunction would require indemnification, PeopleGuru shall have the right, at its sole option, to obtain for Customer the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to PeopleGuru, then use of the Service may be terminated at the option of PeopleGuru and PeopleGuru's sole liability shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination.

**8.2 Indemnification by Customer.** Customer agrees to defend, indemnify, and hold harmless PeopleGuru from all claims, suits, actions, losses, damages, judgments, costs, and expenses that may result from any actual or alleged patent, trademark, trade secret, copyright or other proprietary rights infringement or expropriation arising from: (a) any modification or misuse of the Service performed by Customer or on its behalf which is not approved or performed by PeopleGuru.

## **9. Limitations and Exclusions.**

**9.1 Errors and Willful Acts.** PeopleGuru shall correct any Customer report, data, or tax agency filings, as the case may be, produced incorrectly as a result of a PeopleGuru error, at no charge to Customer. Additionally, PeopleGuru shall reimburse Customer for actual damages incurred by Customer as a direct result of the criminal or fraudulent acts or willful misconduct of PeopleGuru or any of its employees.

**9.2 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO: (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, (B) CUSTOMER'S PAYMENT OBLIGATIONS, AND (C) PEOPLEGURU'S INTELLECTUAL PROPERTY RIGHTS IN THE SERVICE, IN NO EVENT SHALL EITHER PARTY'S (OR PEOPLEGURU'S THIRD PARTY LICENSORS') AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS MASTER AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY CUSTOMER IN CONSIDERATION FOR PEOPLEGURU'S SERVICE DELIVERY DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD OF THE SERVICE FROM WHICH THE CLAIM AROSE (OR, FOR A CLAIM ARISING BEFORE THE FIRST ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID FOR THE FIRST TWELVE MONTH PERIOD).

**9.3 Exclusion of Damages.** EXCEPT WITH RESPECT TO PEOPLEGURU'S INTELLECTUAL PROPERTY RIGHTS IN THE SERVICE, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN

CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

## **10. Term and Termination.**

**10.1 Term of Agreement.** The term of this Master Agreement commences on the Effective Date and continues until the stated term in all Order Forms has expired or has otherwise been terminated ("Term"), unless otherwise extended pursuant to the written agreement of the parties. Subscriptions to the Service commence on the date, and are for a period, as set forth in the applicable Order Form.

**10.2 Termination.** Either party may terminate this Master Agreement: (a) upon thirty (30) days' prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (b) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event this Master Agreement is terminated, all other agreements between the parties shall simultaneously terminate. Upon any termination by Customer pursuant to this section, Customer shall only be responsible for the Service fees up and through the date of termination and PeopleGuru shall refund Customer any prepaid fees for the affected Service that were to be provided after the effective date of termination.

**10.3 Effect of Termination.** Upon any termination of this Master Agreement, Customer shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under Section 10.4 "Retrieval of Customer Data") and PeopleGuru Confidential Information. Termination for any reason shall not relieve Customer of the obligation to pay any fees accrued or due and payable to PeopleGuru prior to the effective date of termination. Upon termination for cause by PeopleGuru, all future amounts due under all Order Forms shall be accelerated and become due and payable immediately.

**10.4 Retrieval of Customer Data.** During the Term of this Master Agreement, Customer may access the system and download data using PeopleGuru's standard or ad hoc reporting. Upon request by Customer made within thirty (30) days after expiration or termination of this Master Agreement, PeopleGuru shall make Customer Data available to Customer through the Service for a period of up to thirty (30) days on a limited read-only basis for the sole purpose of Customer retrieval of Customer Data. PeopleGuru shall have no obligation to make Customer Data available to Customer through the Service in the event that Customer has not prepaid the applicable fees for such access. PeopleGuru shall not unreasonably refuse a request to extend the retrieval period if the request is made within thirty (30) days after the expiration or termination. After such thirty (30) day period, PeopleGuru will have no obligation to maintain or provide any Customer Data unless it has agreed to an extension and may thereafter, unless legally prohibited, delete all Customer Data. PeopleGuru will have no obligation to make Customer Data available until Customer has paid any present and/or past-due billing, and paid all future amounts due under all Order Forms.

**10.5 Early Termination.** Customer may cancel upon 90 days' advance written notice for any reason. In doing so, Customer shall be subject to the Buy Out Fee as described in 10.6. In the event that Customer's cancellation occurs prior to the completion of Customer's then current Term or prior to the completion of a minimum contract term commitment as set forth in an applicable Order Form, PeopleGuru shall, within 30 days of PeopleGuru's receipt of Customer's notice of termination, provide Customer with a Buy Out Fee invoice calculated in accordance with 10.6. Customer shall pay the Buy Out Fee within 30 days of its receipt of PeopleGuru's invoice; otherwise, Customer's cancellation notice shall be deemed null and void and Customer shall be required to provide new written cancellation notice to effectuate a termination. In the event that the early termination of Managed HCM Services or Hardware as a Service Services is the result of Customer's timely notice of non-renewal of the Service, Customer's Buy Out fee shall be paid before the date of the Service termination or within 10 days of its receipt of PeopleGuru's invoice, whichever occurs last.

**10.6 Buy Out Fee.** If Customer terminates the Managed HCM Services, Hardware as a Service Services, and/or the Service early as described in 10.5, Customer shall pay to PeopleGuru a buy out fee ("Buy Out Fee"). The Buy Out Fee shall be equal to: the greater of the number of months remaining in the applicable Term(s) or the minimum contract term commitment(s), as of the date of termination, multiplied by (a) the average monthly fee for the applicable service fees under



this Agreement during the twelve-month period immediately preceding the termination; (b) if applicable monthly service fees have been payable for less than twelve (12) months as of the termination date, then the average of that shorter period of time shall be used; (c) If applicable monthly fees for terminated services have not been paid at the time of termination, the amount due shall be equal to the estimated applicable monthly fees that would have been payable under the Agreement. Customer shall also pay the Buy Out Fee in the event of any reduction in Client's volume or usage, during any minimum contract term commitment, of Managed HCM Services, Hardware as a Service Services, and/or the Services by more than thirty five percent (35%).

**10.7 Surviving Provisions.** The following provisions of this Master Agreement shall not survive and will have no further force or effect following any termination or expiration of this Master Agreement: Sections 2.1, 2.2, 2.3, 4.2, 6.2, 6.4, and any Order Form(s) then in effect, except for the payment provisions contained therein. All other provisions of this Master Agreement shall survive any termination or expiration of this Master Agreement.

## **11. General Provisions.**

**11.1 Relationship of the Parties.** The parties are independent contractors. This Master Agreement and other Agreements between the parties, unless expressly stated otherwise, do not create nor are they intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Master Agreement or any other agreement between the parties.

**11.2 Notices.** All notices under this Master Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the third business day after first class mailing; or (c) the next business day after sending by facsimile with telephonic confirmation of receipt. Notices to PeopleGuru shall be addressed to the attention of its CEO. Notices to Customer shall be addressed to Customer's signatory on the Order Form to which this Master Agreement relates. Each party may modify the recipient of notices by providing notice pursuant to this Master Agreement.

**11.3 Waiver.** No failure or delay by either party in exercising any right under this Master Agreement shall constitute a waiver of that right or any other right, except as expressly set forth herein.

**11.4 Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Master Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving PeopleGuru or Customer employees, respectively), computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

**11.5 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Master Agreement and all other agreements between the parties in their entirety without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of this Master Agreement and all other Agreements between the parties and all past due fees are paid in full, except that Customer shall have no right to assign this Master Agreement or any other agreement between the parties to a Competitor of PeopleGuru. Any attempt by a party to assign its rights or obligation under this Master Agreement or any agreement between the parties in breach of this section shall be void and of no effect. Subject to the foregoing, this Master Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**11.6 Governing Law, Venue, and Waiver of Jury Trial.** This Master Agreement, including all exhibits hereto and all other Agreements between the parties shall be governed exclusively by the internal laws of the State of Florida, without regard to its conflict of laws rules. Jurisdiction and venue of any action arising between the parties shall be exclusively in Hillsborough County, Florida. Each party hereby waives any right to jury trial in connection with any action in any way arising out of or related to this Master Agreement or any Agreement between the parties.

**11.7 Third Party Service Providers.** PeopleGuru uses Third Party Service Providers, including but not limited to Hosting Services, Backup Services, Benefit Eligibility Carrier Transmission Services, SCORM viewer Software, Learning Course Content Authoring, Data Transfer and Data Exchange Services, Biometric Recognition Software and Devices, Earned Wage Access Services, Analytics and Ad hoc Reporting Software, Local Tax Jurisdiction and Tax Rate Service, Payroll Tax Filing Software, Resume Parsing Software, Outbound Text and Email Service, HR content, HR Advisory, and ACH Payment Processing Services to assist in providing the Software Services, Guru Services, and the Service to Customer. Customer hereby consents and authorizes PeopleGuru to delegate the authorizations Customer provided to PeopleGuru to Third Party Service Providers as PeopleGuru deems necessary or desirable to provide the Software Services, Guru Services, and the Service. Customer agrees that the terms and conditions of this Agreement, including any of the other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement, inure to the benefit of such Third Party Service Providers as intended third party beneficiaries of this Agreement, notwithstanding the fact they are not specifically named in this Agreement. Customer also agrees that all references to PeopleGuru within this Agreement and any incorporated terms are also deemed to include, where applicable, the Third Party Service Providers. Customer's use of certain services provided by Third Party Service Providers (such as Equifax) may require Customer's agreement to certain additional terms and conditions provided by the applicable Third Party Service Providers. These additional terms and conditions will be made available to Customer when, and if, Customer elects the applicable third party service in an Order Form.

**11.8 Miscellaneous.** This Master Agreement, the Order Form and Order Form Terms and Conditions, any Statements of Work, and applicable Customer Setup Forms constitute the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of this Master Agreement shall take precedence over provisions of any Order Form, Order Form Terms and Conditions, Statement of Work, or Customer Setup Form. This Master Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Master Agreement or any agreement between the parties shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. If any provision of this Master Agreement or any provision of any agreement between the parties is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law and the remaining provisions of this Master Agreement and such other agreement between the parties shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order, request for proposal, or any other Customer order documentation, shall be incorporated into or form any part of this Master Agreement, and all such terms or conditions shall be of no force or effect. PeopleGuru may use Customer's name in lists of customers, on marketing materials and on its website. PeopleGuru is the drafter of this Agreement. To the extent any ambiguity is determined to exist in this Agreement, such ambiguity will not be construed against the drafter.