

Software-as-a-Service Terms of Service Agreement Effective January 1, 2026

This SaaS Agreement ("Agreement") is made between HRflip, LLC ("HRflip"), a Texas Limited Liability Company, and the Customer identified on the HRflip Purchase Order ("Customer") (each a "Party" and collectively the "Parties"). This Agreement is effective as of the date the Customer executes the Purchase Order or, if earlier, the date the Customer first accesses or uses the Services (the "Effective Date"). By executing a Purchase Order, accessing, or using the Services, Customer agrees to be bound by the terms of this Agreement.

This Agreement governs all Purchase Orders entered between HRflip and Customer. In the event of a conflict between this Agreement and any Purchase Order, the Purchase Order shall control solely with respect to the commercial terms (pricing, subscription duration, and modules), and this Agreement shall control for all other matters.

1. Definitions

- 1.1. "Authorized User Count"** means the number of Users authorized under the Purchase Order.
- 1.2. "Cloud Provider"** means cloud-computing platforms, including, without limitation, Amazon Web Services, Microsoft Azure, and Google Cloud Platform.
- 1.3. "Customer Data"** means Customer's information or other data processed, stored, or transmitted by, in, or through the Services, including, but not limited to, personal information relating to the Users.
- 1.4. "End Users"** means the subset of Users that are authorized to access the Services via the HRflip platform but not authorized to manage content on the Platform.
- 1.5. "HRflip Technology"** means the computer hardware, software, and other tangible equipment and intangible computer code necessary to deploy and serve the Services.
- 1.6. "Platform Administrators"** means the subset of Users that are authorized to manage content on the Portal.
- 1.7. "Portal"** means HRflip's website, web application, and mobile application.
- 1.8. "Proprietary Rights"** means any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.
- 1.9. "Purchase Order"** means a form, incorporating the terms of this Agreement, by which a Customer selects and commences Services.
- 1.10. "Services"** means the service plans and features selected by the Customer and specified on the applicable Purchase Order and any updates or upgrades to such services that may be generally released by HRflip to all customers from time to time. These Services may change by mutual consent of the Parties, as recorded through the Purchase Order.

1.11. "Users" means the number of identifiable unique persons who are authorized to access and use the Services including End Users and Platform Administrators.

2. Services

- 2.1. Provision of Services.** HRflip will make the Services available to Customer pursuant to this Agreement and the applicable Purchase Orders during each subscription term.
- 2.2. User Subscriptions.** Unless otherwise specified in the applicable Purchase Order, (i) Services are purchased as User subscriptions and may be accessed by no more than the Authorized User Count, (ii) additional User subscriptions may be added during the subscription term at the pricing then in effect at the time of addition, prorated for the remainder of the subscription term. and (iii) the added User subscriptions will terminate on the same date as the pre-existing User subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services. Any additional User subscriptions will be governed by the terms and conditions of this Agreement.
- 2.3. Mobile App Services.** Use of Services via HRflip's mobile app will be governed by the applicable Terms of Use. Customer shall be joint and severally liable to HRflip for Users' compliance with the Terms of Use.
- 2.4. SLA.** Service Level Agreement attached as Appendix A.
- 2.5. Free Trials and Pilots.** HRflip may, at its sole discretion, offer Customer a free trial or pilot period for the Services ("Trial"). If HRflip offers Customer a Trial, HRflip will make the applicable Services available to Customer on a trial basis free of charge until the earlier of: (i) the end of the Trial period specified by HRflip; (ii) the start date of any paid subscription for the same Services; or (iii) termination by HRflip in its sole discretion. During a Trial, the Services are provided "AS IS" without warranty of any kind, and HRflip's liability arising out of or related to the Trial shall not exceed five hundred dollars (\$500). If Customer does not enter into a paid subscription prior to the end of the Trial, HRflip may delete all Customer Data associated with the Trial upon its conclusion. Trial periods are not renewable without HRflip's prior written consent.
- 2.6. Professional Services.** HRflip may provide implementation, onboarding, configuration, or other professional services ("Professional Services") as described in a mutually executed Statement of Work ("SOW") or as specified in the applicable Purchase Order. Each SOW is incorporated into and governed by this Agreement. In the event of a conflict between an SOW and this Agreement, the SOW shall control solely with respect to the scope and deliverables of the Professional Services. Professional Services fees are separate from subscription fees and are invoiced as set forth in the applicable SOW or Purchase Order. HRflip's performance of Professional Services is dependent on Customer's timely provision of access, information, and resources reasonably required by HRflip. Delays caused by Customer's failure to provide such cooperation may result in adjusted timelines or additional fees, as documented in a change order signed by both Parties.

2.7. Beta Features. HRflip may make available, from time to time, certain features, modules, or functionality that are designated as "beta," "preview," "early access," or similar ("Beta Features"). Beta Features are provided "AS IS" without warranty of any kind and are not subject to the SLA set forth in Appendix A. HRflip may modify, suspend, or discontinue any Beta Feature at any time without notice or liability. Customer's use of Beta Features is voluntary, and HRflip's aggregate liability for any issues arising from Beta Features shall not exceed five hundred dollars (\$500). HRflip may request Customer's feedback on Beta Features, and any such feedback shall be subject to Section 12 of this Agreement.

3. Payment Terms

3.1. Subscription Fees. Customer shall pay to HRflip the periodic subscription fees for the Services and technical support services provided in this Agreement in accordance with the applicable Purchase Order. HRflip will not be required to refund fees except as provided for under this Agreement.

3.2. Invoicing and Payment. Fees will be invoiced in advance and otherwise in accordance with the applicable Purchase order. Unless otherwise stated in the Purchase Order, fees are due thirty (30) days after receipt of invoice. For late payment, Customer shall pay interest charges for the time payment was due at the rate that is the lower of one and one-half percent (1.5%) per month or the highest rate permissible under applicable law.

3.3. Taxes. All fees exclude tax and duties. If HRflip is required to pay or collect any federal, state, local, value added, tax, or duty on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on HRflip's net income, such taxes and/or duties will be billed to and paid by the Customer within thirty (30) days of receipt of HRflip's invoice and supporting documentation for the taxes or duties charged.

3.4. Price Changes. HRflip reserves the right to modify subscription fees at any renewal term. HRflip shall provide Customer with written notice of any fee changes no less than sixty (60) days prior to the start of the applicable renewal term. If Customer does not agree to the modified fees, Customer may elect not to renew this Agreement by providing written notice of non-renewal in accordance with Section 17.1 prior to the expiration of the then-current term. Continued use of the Services following the start of a renewal term shall constitute Customer's acceptance of the updated fees.

3.5. Suspension of Services. *HRflip may suspend Customer's access to the Services, in whole or in part, under the following circumstances: (i) Non-Payment. If any undisputed fees remain unpaid for more than fifteen (15) days past their due date, HRflip may suspend access upon five (5) days' prior written notice to Customer. HRflip shall promptly restore access upon receipt of all outstanding amounts, including any applicable late interest charges. (ii) Security or Compliance Threat. HRflip may immediately suspend access, without prior notice, if HRflip reasonably determines that Customer's use of the Services poses an imminent security risk, violates applicable law, or threatens the integrity or availability of the Services for other customers. HRflip shall notify Customer as soon as practicable following such suspension and shall restore access promptly upon resolution of the underlying issue. (iii) No Waiver. Suspension of Services shall not relieve Customer of its payment obligations under this Agreement, nor shall it constitute a waiver of HRflip's right to terminate for cause under Section 17.3.*

4. Customer's Use Restrictions. Customer covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, Customer shall not, nor shall it permit or assist others, (i) to abuse or fraudulently use the Services; (ii) to process or permit to be processed the data of any third party that is not expressly authorized herein to access and use such Services; and (iii) to attempt to copy, reverse engineer, decompile, disassemble, create a derivative work from, or otherwise attempt to derive the source code of any part of HRflip Technology; or (iv) to access, alter, or destroy any information of any customer of HRflip by fraudulent means or device, or attempt to do so. Customer covenants and agrees that it will not access the Services to build a competitive product or service or to copy any features, functions, or graphics of the Services, and (v) to use the Services in connection with any unlawful employment practice, discrimination, harassment, or violation of applicable privacy laws with respect to the employees or individuals whose data is processed through the Services.

5. Customer's Responsibilities

5.1. Unauthorized Access. Customer shall take reasonable steps to prevent unauthorized access to the Services, including, without limitation, by protecting its passwords and other log-in information. Customer shall notify HRflip immediately of any known or suspected unauthorized use of the Services or breach of its security and shall use best efforts to stop such breach.

5.2. Compliance with Laws. In its use of the Services, Customer shall comply with all applicable laws, including, without limitation, laws governing the protection of personally identifiable information and other laws applicable to the protection of Customer Data.

5.3. Users and System Access. Customer is responsible for and liable for: (i) Users' use of the Services, including, without limitation, unauthorized User conduct and any User conduct that would violate the Terms of Use or the requirements of this Agreement applicable to Customer; and (ii) any use of the Services through Customer's account, whether authorized or unauthorized.

5.4. Security Incident Communications. In the event of a confirmed Data Breach or security incident affecting the Services, neither Party shall issue any public statement, press release, or other external communication that identifies the other Party by name in connection with such incident without the other Party's prior written consent, except as required by applicable law or regulatory authority. If either Party is required by law to make a public disclosure, it shall provide the other Party with as much advance notice as practicable, and the Parties shall cooperate in good faith to coordinate the content and timing of any required disclosures. This obligation shall survive the termination or expiration of this Agreement for a period of two (2) years.

6. Customer Data and Privacy

6.1. Use of Customer Data. Unless it receives Customer's prior written consent, HRflip: (i) shall not access, process, or otherwise use Customer Data other than as necessary to facilitate the Services; and (ii) shall not intentionally grant any third-party access to Customer Data, including, without limitation, HRflip's other customers, except subcontractors that are bound by data protection obligations no less protective than those set forth in this Agreement. Notwithstanding the foregoing, HRflip may disclose Customer Data as required by applicable law or by proper legal or governmental authority. HRflip shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense. As between the Parties, Customer retains ownership of Customer Data.

6.2. Limited License Grant to Customer Data. Customer hereby grants to HRflip and its Cloud Providers a nonexclusive, full paid up, royalty-free, sublicensable right and license, during the term of this Agreement, to access, copy, modify, and otherwise use all Customer Data solely for the purpose of providing the Services.

6.3. Risk of Exposure. Customer acknowledges and agrees that hosting data online involves risk of unauthorized disclosure or exposure and that, in accessing and using the Services, Customer assumes such risks. HRflip offers no representations, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.

6.4. Data Accuracy. HRflip will have no responsibility or liability for the accuracy of data uploaded to the Services by Customer, including, without limitation, Customer Data and any other data uploaded by Users.

6.5. Data Processing Agreement. To the extent HRflip processes personal data on behalf of Customer as a service provider or processor under applicable privacy laws, including the California Consumer Privacy Act (CCPA) and any other applicable state or federal privacy regulations, the Parties agree to execute HRflip's standard Data Processing Agreement ("DPA"), which is incorporated herein by reference. In the event of a conflict between the DPA and this Agreement with respect to the processing of personal data, the DPA shall control.

6.6. Aggregated Usage Data. Notwithstanding any other provision of this Agreement, HRflip may collect, use, and analyze data derived from Customer's and its Users' use of the Services ("Usage Data") for the purposes of operating, improving, and developing the Services and HRflip's products generally. HRflip shall ensure that any Usage Data used for these purposes is aggregated and de-identified such that it cannot reasonably be used to identify Customer, its Users, or any individual Consumer. HRflip shall not sell or disclose Usage Data in a form that identifies Customer to any third party without Customer's prior written consent. Usage Data shall not constitute Customer Data for purposes of this Agreement.

7. Accounts for Services. HRflip will permit access to the Services only over the Internet using account information assigned by HRflip. Account information will be deemed the Confidential Information of both Parties.

8. Technical Requirements for Services

- 8.1. Capacities.** The Services will be rendered in a manner that will support the Authorized User requirements and other requirements provided in the applicable Purchase Order.
- 8.2. Scalability.** The Services will be scalable in a manner that allows the Services to meet any forecasted increase provided in the applicable Purchase Order.
- 8.3. Internet Data Centers.** The Services will be provided through Internet Data Centers that are configured consistent with the prevailing industry standards for fireproofing, power and backup generation, structural integrity, seismic resistance and resistance to other natural and man-made disruptions. In addition, the facility will be secured against physical and electronic intrusion in a manner consistent with prevailing industry standards. HRflip may outsource its Internet Data Center operations to subcontractors; provided, however, that HRflip shall be responsible for the performance of such subcontractors, and HRflip shall be liable for any action or inaction by such subcontractors as if performed by HRflip.

9. Monitoring of Customer's Use. HRflip reserves the right, but is not required, to internally monitor the Customer's use of the Portal and Services.

10. Confidential Information. For purposes of this Agreement, "**Confidential Information**" means Customer Data and any and all non-public information disclosed in connection with Agreement, including, without limitation, aspects of Customer technology, computer programs, and business and technical information and data and other information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder, and which, in any case, is disclosed by the one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") and which the Disclosing Party has indicated to the Receiving Party is confidential or proprietary in nature or which, by the nature of the information or its disclosure, would be inferred by a reasonable person to be confidential.

10.1. Restrictions on Use and Disclosure. The Receiving Party may use Confidential Information of the Disclosing Party only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but, in any case, using no less than a reasonable degree of care. The Receiving Party may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure.

10.2. Exclusions. The restrictions of this Agreement on use and disclosure of Confidential Information will not apply to information that: (i) is in the possession or control of the Receiving Party at the time of its disclosure hereunder; (ii) is, or becomes, publicly known, through no wrongful act of the Receiving Party; (iii) is received by the Receiving Party by a third party free to disclose it without obligation to the Disclosing Party; (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by the Disclosing Party. The Receiving Party may disclose Confidential Information of the Disclosing Party pursuant to the requirements of a governmental agency or by operation of law, provided that, to the extent permitted by law, the Receiving Party gives the Disclosing Party written notice thereof as soon as practicable and reasonably cooperates with the Disclosing Party to contest such disclosure.

11. Technical Contacts. Customer shall designate one of its employees as its principal contact for communicating with HRflip regarding technical issues. Customer may change its technical contact by written notice to HRflip.

12. Proprietary Rights Ownership.

12.1. Ownership of the Proprietary Rights embodied in the Portal, Services, and HRflip Technology will remain exclusively vested in and be the sole and exclusive property of HRflip and its licensors. In addition, Customer hereby grants to HRflip a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to use, reproduce, modify, and incorporate into the Services any suggestions, ideas, enhancement requests, feedback, or recommendations provided by the Customer relating to the Services, without obligation of compensation or attribution to Customer. The HRflip.com and HRflip.app domain name, product names, and logos associated with the Services are trademarks of HRflip or third parties, and no right or license is granted to use them.

12.2. Marketing and Reference Rights. Customer hereby grants HRflip a limited, non-exclusive, royalty-free license to use Customer's name and logo in HRflip's marketing materials, website, presentations, and press releases solely to identify Customer as a user of the Services. HRflip shall use Customer's name and logo in accordance with any brand guidelines provided by Customer in writing. Customer may revoke this license at any time upon thirty (30) days' written notice to HRflip, after which HRflip shall promptly remove Customer's name and logo from future materials, provided that HRflip shall not be required to recall or modify materials already in distribution. Nothing in this section grants HRflip the right to make any statements about the nature or substance of Customer's use of the Services without Customer's prior written approval.

13. Representations and Warranties

13.1. From Customer.

13.1.1. The Customer represents and warrants that (i) the performance of its obligations and use of the Services (by Customers and its Users) will not violate any applicable laws or regulations and (ii) cause a breach of any agreements with any third parties or unreasonably interfere with the use by other customers of the Services.

13.1.2. The Customer acknowledges that (i) HRflip is not required to monitor the content of information passing through the Services for purposes of verifying accuracy or legal compliance and (ii) the Customer shall use commercially reasonable efforts to ensure that the information it and its Users transmit thereby complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

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

13.2. From HRflip.

13.2.1. HRflip represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations under this Agreement, and (ii) the performance of its obligations and delivery of the Services to the Customer will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between HRflip and any third parties. In the event of a breach by HRflip of the foregoing warranties, the Customer's sole remedy is termination of this Agreement upon written notice to HRflip.

13.2.2. HRflip represents and warrants that the Services will conform to all material operational features as described in the applicable Purchase Order ("**Limited Warranty**"), provided that the Customer notifies HRflip of any such non-conformity, error, or defect. The Customer's sole and exclusive remedy for breach of this Limited Warranty will be the prompt correction of material, non-conforming Services at HRflip's expense.

13.3. Warranty Disclaimers. EXCEPT FOR THE LIMITED WARRANTY AND THE SERVICE LEVEL WARRANTY PROVIDED ABOVE, NEITHER HRFLIP NOR ANY OF ITS SUPPLIERS OR RESELLERS MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND HRFLIP AND ITS SUPPLIERS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY. SOME JURISDICTIONS DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES SO THE ABOVE LIMITATION MAY NOT APPLY. THE CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE SERVICE AND THAT THE CUSTOMER HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. HRFLIP DOES NOT WARRANT THAT THE SERVICES OR THE PORTAL WILL OPERATE IN COMBINATIONS WHICH THE CUSTOMER MAY SELECT FOR USE, OR THAT THE OPERATION OF THE SERVICES OR PORTAL WILL BE UNINTERRUPTED OR ERROR-FREE. FURTHERMORE, THE CUSTOMER ACKNOWLEDGES AND AGREES THAT HRFLIP HAS NO CONTROL OVER THE INTERNET, AND THAT HRFLIP IS NOT LIABLE FOR THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET WHICH MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE SERVICES.

14. Disclaimer of Actions of Third Parties. HRflip does not and cannot control the flow of data to or from HRflip's Technology and other parts of the Internet. Such flow of data depends on the performance of the internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Customer's connections of the Internet (or portions thereof). Although HRflip will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, HRflip cannot guarantee that such events will not occur. HRFLIP DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES.

15. Indemnification

15.1. By Customer. Customer shall defend, indemnify, and hold harmless HRflip against any third-party claim, suit, or proceeding arising out of or relating to Customer's alleged or actual use of, misuse of, or failure to use the Services, including, without limitation: (i) claims by Users, (ii) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information, including Customer Data; (iii) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos, or other content uploaded to the Services through Customer's account, including, without limitation, Customer Data; and (iv) claims that use of the Services through Customer's account, including by Users, harasses, defames, or defrauds a third party. Customer's obligation under this Section includes retention and payment of attorneys and payment of court costs, as well as settlement at Customer's expense and payment of judgments. HRflip will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations.

15.2. By HRflip.

15.2.1. Intellectual Property Indemnity. Except for third-party software including, but not limited to, open source software, HRflip shall indemnify, defend, and hold harmless the Customer from and against any lawsuit, liabilities, loss, cost, or expense arising out of a third-party claim made against the Customer that HRflip Technology or Services infringe on any U.S. intellectual property right of a third party; provided, however, that HRflip is notified in writing of such claim promptly after such claim is made upon the Customer. HRflip will have the right to control any defense of the claim. In no event shall the Customer settle any such claim without HRflip's prior written approval. HRflip will have no liability or obligation if the claim arises from (i) any alteration or modification to HRflip Technology or Services other than by HRflip, (ii) any combination of HRflip Technology or Services by the Customer with other programs or data not furnished by HRflip, or (iii) any use by the Customer of HRflip Technology or Services that is prohibited by this Agreement or otherwise outside the scope of use for which HRflip Technology or Services are intended.

15.2.2. Options for Infringement Claims. If any party is enjoined from using HRflip Technology, or if HRflip believes that HRflip Technology may become the subject of a claim of intellectual property infringement, HRflip, at its option and expense, may: (i) procure the right for the Customer to continue to use the Services; (ii) replace or modify HRflip Technology so as to make it non-infringing; provided, however, that the Services continue to conform to the descriptions and/or specifications provided in the applicable Purchase Order; or (iii) terminate this Agreement, in which case HRflip shall refund to the Customer any and all subscription fees paid in advance by the Customer for those Services not provided by HRflip and provide, at the Customer's request and free of charge, the Customer Data in a database document format. This Section and the preceding Section set forth the entire liability of HRflip to the Customer for any infringement by HRflip Technology or Services of any intellectual property of a third party. Despite the foregoing, this Section does not apply to third-party software including, but not limited to, open-source software.

16. Limitation of Liability

16.1. Disclaimer of Incidental and Consequential Damages. EXCEPT FOR INDEMNITY OBLIGATIONS EXPRESSLY PROVIDED HEREIN, IN NO EVENT SHALL HRFLIP BE LIABLE TO THE CUSTOMER UNDER ANY THEORY, INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY INDIRECT, SPECIAL, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF HRFLIP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.2. Liability Cap. Except for HRflip's indemnity obligations expressly provided for by this Agreement, in no event will HRflip's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, confirmed breach of Section 6 (Customer Data and Privacy) or otherwise, exceed six (6) months of subscription fees.

17. Term and Termination

17.1. Term of Agreement. The initial term of this Agreement will commence as of the Effective Date and will continue for the period defined in the applicable Purchase Order. The initial term will automatically renew for successive periods equal in duration to the initial term, as defined in the applicable Purchase Order, unless either Party notifies the other in writing no less than sixty (60) days prior to the expiration of the current term of its intention not to renew. Both the initial term and any renewal term are subject to earlier termination as otherwise provided for by this Agreement. Either Party may choose not to renew this Agreement without cause for any reason. HRflip shall provide Customer with written notice of the upcoming automatic renewal no less than sixty (60) days prior to the expiration of the then-current term. Such notice shall include the renewal term duration and the subscription fees applicable for the renewal term. Failure by HRflip to provide such notice shall extend Customer's non-renewal notification deadline to fifteen (15) days after receipt of HRflip's renewal notice.

17.2. Term of Purchase Order. Any Purchase Order created under this Agreement will commence immediately upon execution by both Parties and will continue thereafter as provided in the Purchase Order; provided, however, that despite any other provision of this Agreement or in any Purchase Order, all existing Purchase Orders will also terminate upon the expiration or termination of this Agreement.

17.3. Termination for Cause. If either Party fails to comply with any of the material terms and conditions of this Agreement or Purchase Order including, but not limited to, the payment of any subscription fee or reimbursement due and payable to HRflip under this Agreement, the non-defaulting Party may terminate this Agreement and/or all Purchase Orders upon thirty (30) days' written notice to the defaulting Party specifying any such breach, unless within the period of such notice, all breaches specified have been remedied.

17.4. Termination by HRflip for End of Life. HRflip intends to continue to provide and support the Services for the duration of any active subscription term; provided, however, if HRflip determines, in its sole discretion, that it is no longer feasible to support the Services, HRflip may terminate this Agreement upon thirty (30) days' prior written notice to Customer. In the event of such termination, HRflip shall issue a prorated refund of any prepaid subscription fees attributable to the unused portion of the then-current subscription term following the effective date of termination. For the avoidance of doubt, no refund shall be issued for any portion of the subscription term during which the Services were available to Customer.

- 17.5. Transition Services.** If the Customer is current in all payments due to HRflip at the time of expiration or termination of this Agreement, HRflip shall provide to the Customer its Customer Data in a standard database document format readily available to HRflip at no additional charge. If the Customer requests the Customer Data in a non-standard format, the Customer shall pay HRflip a reasonable fee for technical services as determined by HRflip.
- 18. Severability.** If any part of this Agreement is held to be unenforceable for any reason, the remainder of this Agreement will continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provisions would make the provision valid, then such provision will be deemed to be construed as so limited.
- 19. Entire Agreement.** This Agreement including Appendix A and B constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Parties.
- 20. Governing Law.** This Agreement and the rights and obligations of the Parties under it are governed by and interpreted in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.
- 21. Dispute Resolution.**
- 21.1. Good Faith Negotiation and Mediation.** In the event of any dispute, claim, or controversy arising out of or relating to this Agreement (a "Dispute"), the Parties shall first attempt in good faith to resolve the Dispute through informal negotiations. If the Dispute cannot be resolved through negotiation within thirty (30) days, either Party may submit the Dispute to non-binding mediation administered by the American Arbitration Association ("AAA") under its applicable mediation procedures.
- 21.2. Binding Arbitration.** If the Dispute is not resolved through mediation within thirty (30) days after mediation is initiated, the Dispute shall be resolved exclusively by binding arbitration administered by the AAA in accordance with its Commercial Arbitration Rules then in effect.
- 21.3. Venue and Governing Law.** The arbitration shall be conducted by a single arbitrator and shall take place in Delaware unless the Parties mutually agree to conduct the proceedings remotely. This Agreement and any Dispute arising hereunder shall be governed by and construed in accordance with the laws of Delaware, without regard to its conflict-of-laws principles.
- 21.4. Arbitrator Qualifications.** The arbitrator shall have experience in commercial contracts and technology or software-related disputes.
- 21.5. Injunctive Relief.** Notwithstanding the foregoing, either Party may seek injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property rights, confidential information, or proprietary rights.
- 22. Attorneys' Fees.** In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing Party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorneys' fees to be paid to the prevailing party will be decided by arbitration or the court or courts, including any appellate court, in which the matter is tried, heard, or decided.

- 23. Notices.** Any notices required or permitted to be given under this Agreement will be given in writing and will be delivered (i) in person, (ii) by certified mail, postage prepaid, return receipt requested, or (iii) by commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices will be addressed to the address of the Party as specified in this Agreement or to such other address as the Party may specify in writing.
- 24. Assignment.** The Customer shall not assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without HRflip's prior written consent. Any attempted assignment or delegation in contravention of this Section will be void and ineffective.
- 25. Continuing Obligations.** The following obligations will survive the expiration of termination of this Agreement and the distribution grace period provided above: (i) any and all warranty disclaimers, limitations of liability, and indemnities granted by either Party, (ii) any covenant granted in this Agreement for the purpose of determining ownership of, or protecting, the Proprietary Rights including, but not limited to, the Confidential Information of either Party, or any remedy for breach thereof, and (iii) the payment of taxes, duties, or any money to HRflip owed under this Agreement.
- 26. Force Majeure.** Neither Party shall be liable for damages or any delay or failure of delivery arising out of causes beyond its reasonable control and without its fault or negligence including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures. Despite any other provision of this Agreement, if either Party is unable to perform under this Agreement for a period of thirty (30) consecutive days, the other Party may terminate this Agreement immediately, without liability, by ten (10) days' written notice to the other.
- 27. U.S. Government End-Users.** HRflip Technology and HRflip software incorporated therein, this Portal, and the Services all consist of "commercial items," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government end users of this Portal acquire only those rights set forth therein.

Appendix A: Service Level Agreement

- 1. System Availability and Measurement.** System Availability is defined as the ability to access HRflip's platform production environment ("System") and to navigate within the System. Monitoring will be conducted by HRflip to measure System availability beginning in the first full month that the System is available in the production environment. Availability will not be measured for HRflip non-production systems (e.g. UAT, Development). HRflip shall make commercially reasonable efforts to provide 24-hour, 7 day a week availability and access to the System and will continuously and proactively monitor the System and its related environment. HRflip will maintain System availability of 99.9% or higher – excluding the periods defined below.
- 2. System Availability Exclusion Periods.** The following events are excluded from the System availability calculation:
 - 2.1. Scheduled data center maintenance.** Scheduled data center maintenance will occur within the Reserved Maintenance Window whenever possible. Scheduled data center maintenance will be communicated by the HRflip team to the client with the scheduled dates, times, and summary of scheduled activity. HRflip will provide advance notice for scheduled data center maintenance activities that require downtime.
 - 2.2. Scheduled application maintenance.** Scheduled maintenance for deployments, enhancements, and/or application updates are excluded from the System availability calculation. Scheduled application updates will be communicated by the HRflip team to the Client with scheduled dates, times and a summary of the scheduled activity.
 - 2.3. Client-side/Internet outages.** HRflip availability calculations will not include downtime resulting from Client users and administrator's inability to access the System as result of a client operated network outage or general outages for internet connectivity outside of HRflip's direct control.
 - 2.4 Emergency maintenance.** If an operating risk arising out of events beyond HRflip's reasonable control requires emergency maintenance to ensure the security, integrity, availability, and reliability of a System, HRflip reserves the right to schedule emergency maintenance, which shall be limited to a period reasonably necessary to perform such maintenance.
 - 2.5. Reserved Maintenance Window.** HRflip reserves the right to conduct System maintenance every Friday at 10 p.m. (PT) and continue for up to six (6) hours. Clients will be notified in advance of planned maintenance windows.
- 3. Support, Services and Response Times.** HRflip will provide an on-line issue management service available 24 hours per day, 7 days per week for Client to report questions or issues related to the System. Aligned with that, the HRflip global support function will provide multi-tiered support for reported issues during the standard support hours defined below. HRflip data centers operate on a 24/7 basis and will respond to outages per the response times indicated below. Standard support hours are defined as 8:00 a.m. to 6:00 p.m. PT, Monday through Friday, excluding recognized holidays.
- 4. Definition of an Issue.** An issue is an event or inquiry that requires HRflip review and subsequent Client follow-up concerning the availability, functionality, or performance of the System.

5. **Issue Submission, Response and Resolution.** Client will report issues and other support requests to HRflip using defined issue logging communication methods. The support services and online issue management requests and responses are provided in English only. HRflip will assign the issue priority with the designated response and targeted resolution times, as indicated in the table below, based on the type of issue and the business impact to Client. HRflip will communicate the designated priority and track the response and targeted resolution times using defined communication methods.

Issue Priority	Responsiveness		
	Acknowledgement Time*	Take Action to Resolve**	Target Resolution Time**
Outage	30 minutes	Within 1 hour	8 hours
Priority 1	4 business hours	Within 1 business day	2 business days
Priority 2	8 business hours	Within 2 business day	3 business days to develop a plan of action to address bugs or defects, as well as respond to time-sensitive questions or requests for administrative support.***
Priority 3	1 business day	Within 3 business days	5 business days to develop a plan of action or respond to questions or requests for administrative support. Final resolution and disposition will depend on evaluation of the request. **
Enhancement	2 business days	Varies by Type of Enhancement	Resolution and disposition will depend on evaluation of the request. ***

* Acknowledgement times are specific to HRflip standard support hours.

** Times are measured from the acknowledgement time, not when the ticket or issue was submitted

*** A Hot Fix or inclusion in a major product release may be required following validation and approval by the HRflip Change Control Board for bugs, defects, or enhancements. Requests for configuration or customization not covered by the On-Going agreement will require a new Statement of Work or Change Order.

- 5.1. **Outage.** Defined as the production System is unavailable, making the System unusable Or inaccessible to all Client users. Data center staff will work 24/7 until the issue is resolved.
- 5.2. **Priority One.** Defined as the production System is available but degraded, causing delayed response or limited functionality across the entire System. The System may be unusable or inaccessible to a percentage of eligible Client users based on approved configurations.
- 5.3. **Priority Two.** Defined as a product defect, or other issue within the production System where a portion of the System is not functioning as designed, is degraded, or is experiencing problems, while other features of the System are operating as expected. Also includes time-sensitive questions or assistance regarding the administration or use of the product.
- 5.4. **Priority Three.** Defined as a product defect not impacting general usability of the production System, data integrity, or response time, or otherwise minor cosmetic problems. Also includes routine questions or assistance regarding the administration or use of the product.

5.5. Enhancements. Defined as a request by Client for features or application behavior that is not in the current production System. HRflip will review all Enhancements and, in our sole discretion, determine whether to include the Enhancement within a major product release in the future. Configuration changes or tasks that do not require a product release will be treated as out of scope and addressed via the HRflip Change Order process.

Appendix B: Data Processing Agreement

1. Definitions.

- 1.1. "Applicable Privacy Laws" means all privacy and data protection laws and regulations applicable to the processing of Personal Data under the Agreement, including without limitation the California Consumer Privacy Act (CCPA) as amended by the California Privacy Rights Act (CPRA), and any other applicable U.S. federal or state privacy laws in effect or as enacted during the term of the Agreement.
- 1.2. "Business" has the meaning given under the CCPA and refers to Customer in its capacity as the entity that determines the purposes and means of processing Personal Data.
- 1.3. "Consumer" has the meaning given under the CCPA, and refers to the employees, job applicants, benefit participants, and other individuals whose Personal Data is processed through the Services.
- 1.4. "Personal Data" means any information that identifies, relates to, describes, or could reasonably be linked to a Consumer, processed by HRflip on behalf of Customer through the Services.
- 1.5. "Processing" means any operation or set of operations performed on Personal Data, including collection, recording, storage, use, disclosure, deletion, or destruction.
- 1.6. "Service Provider" has the meaning given under the CCPA and refers to HRflip in its capacity as the entity processing Personal Data on behalf of Customer pursuant to a written contract.
- 1.7. "Subprocessor" means any third party engaged by HRflip to process Personal Data in connection with the Services.

2. Roles of the Parties.

- 2.1. The parties acknowledge and agree that with respect to Personal Data processed through the Services: Customer is the Business (or equivalent controller) that determines the purposes and means of processing; and HRflip is the Service Provider (or equivalent processor) that processes Personal Data solely on behalf of and under the instruction of Customer.
- 2.2. HRflip shall not: (i) sell or share Personal Data; (ii) retain, use, or disclose Personal Data for any purpose other than performing the Services; (iii) retain, use, or disclose Personal Data outside the direct business relationship between the parties; or (iv) combine Personal Data received from Customer with Personal Data received from other sources, except as permitted under Applicable Privacy Laws.

3. Customer's Responsibilities. Customer represents and warrants that: (i) it has a lawful basis for disclosing Personal Data to HRflip and for HRflip's processing thereof under Applicable Privacy Laws; (ii) it has provided all required notices to, and obtained all required consents from, Consumers whose Personal Data is processed through the Services; (iii) its instructions to HRflip regarding the processing of Personal Data comply with Applicable Privacy Laws; and (iv) it is responsible for the accuracy, quality, and legality of Personal Data submitted to the Services.

4. HRflip's Obligations as Service Provider.

4.1. Processing Instructions. HRflip shall process Personal Data only in accordance with Customer's documented instructions as set forth in the Agreement and this DPA, unless otherwise required by applicable law. HRflip shall promptly notify Customer if it believes any instruction violates Applicable Privacy Laws.

4.2. Confidentiality. HRflip shall ensure that all personnel authorized to process Personal Data are bound by appropriate confidentiality obligations.

4.3. Security. HRflip shall implement and maintain reasonable and appropriate technical and organizational measures to protect Personal Data against unauthorized access, disclosure, alteration, or destruction, consistent with industry standards and as further described in Section 6 below.

4.4. Subprocessors. HRflip may engage Subprocessors to assist in providing the Services, provided that:

- (i) HRflip maintains a current list of Subprocessors and makes it available to Customer upon request;
- (ii) Subprocessors are bound by data protection obligations no less protective than those in this DPA; and
- (iii) HRflip provides Customer with no less than thirty (30) days' prior written notice before engaging any new Subprocessor that will process Personal Data. Customer may object to a new Subprocessor in writing within fifteen (15) days of such notice; if the parties cannot resolve the objection, Customer may terminate the affected Services without penalty upon written notice.

4.5. Assistance with Consumer Rights. HRflip shall assist Customer, to the extent reasonably practicable, in responding to Consumer requests to exercise rights under Applicable Privacy Laws, including rights to access, delete, correct, or opt out of the sale or sharing of Personal Data. HRflip shall forward any Consumer requests it receives directly to Customer within five (5) business days.

4.6. Compliance Certification. Upon Customer's written request, and no more than once per calendar year, HRflip shall provide Customer with a written certification that HRflip has complied with its obligations under this DPA during the preceding twelve (12) months or cooperate with a reasonable audit conducted by Customer or a mutually agreed third-party auditor, subject to reasonable confidentiality protections.

5. Data Subject / Consumer Rights.

5.1. Customer, as the Business, is primarily responsible for responding to Consumer rights requests under Applicable Privacy Laws.

5.2. HRflip shall, upon Customer's written request, assist Customer in fulfilling the following Consumer rights to the extent technically feasible: Access: Providing a copy of Personal Data held about a Consumer, Deletion: Deleting Personal Data upon verified Consumer request, subject to any legal retention obligations. Correction: Correcting inaccurate Personal Data. Opt-Out: Honoring opt-out requests with respect to the sale or sharing of Personal Data (HRflip confirms it does not sell or share Personal Data as defined under the CCPA). Portability: Providing Personal Data in a portable, readily usable format upon request.

6. Security Measures. HRflip shall maintain a written information security program that includes, at minimum: (i) Encryption of Personal Data in transit and at rest using industry-standard protocols; (ii) Access controls and authentication requirements limiting access to Personal Data to authorized personnel on a need-to-know basis; (iii) Regular vulnerability assessments and penetration testing; (iv) Employee training on data privacy and security practices; (v) Incident response and business continuity procedures; and (vi) Physical security controls at data center facilities consistent with prevailing industry standards.

7. Data Breach Notification.

7.1. HRflip shall notify Customer without undue delay, and in no event later than seventy-two (72) hours after becoming aware of a confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data ("Data Breach").

7.2. Such notification shall include, to the extent known at the time: (i) A description of the nature of the Data Breach, including categories and approximate number of Consumers affected; (ii) The name and contact details of HRflip's data protection contact; (iii) A description of the likely consequences of the Data Breach; and (iv) A description of measures taken or proposed to address the Data Breach.

7.3. Customer is responsible for notifying affected Consumers and applicable regulatory authorities as required by Applicable Privacy Laws. HRflip shall cooperate reasonably with Customer in connection with any required notifications.

8. Data Retention and Deletion.

8.1. HRflip shall retain Personal Data only for as long as necessary to provide the Services or as required by applicable law.

8.2. Upon expiration or termination of the Agreement, HRflip shall, at Customer's election and within sixty (60) days: (i) Return all Personal Data to Customer in a standard, machine-readable format; or (ii) Securely delete or destroy all Personal Data and provide Customer with written certification of such deletion.

8.3. HRflip may retain Personal Data beyond the above period only to the extent required by applicable law and shall notify Customer of any such retention obligation.

9. Cross-Border Data Transfers.

9.1. HRflip shall process Personal Data only within the United States unless otherwise agreed in writing by the parties.

9.2. To the extent HRflip engages Subprocessors or data centers outside the United States, HRflip shall ensure that appropriate transfer mechanisms are in place as required by Applicable Privacy Laws.

10. Categories of Personal Data Processed.

10.1. The following categories of Personal Data may be processed through the Services, depending on the modules selected by Customer: identifiers (name, email address, employee ID, phone number), Employment information (job title, department, compensation, benefits enrollment), Health and wellness data (as voluntarily submitted by employees through Quality of Life or benefits modules), Financial information (compensation, retirement plan participation, financial wellness data), Demographic information (as voluntarily submitted), Device and usage data (login activity, platform usage analytics).

10.2. HRflip shall not process Special Categories of sensitive data (such as medical records, Social Security numbers, or financial account numbers) through the standard Services without a separate written agreement governing such processing.

11. Conflict.

In the event of any conflict between this DPA and the Agreement with respect to the processing of Personal Data, this DPA shall control.

12. Term.

This DPA shall remain in effect for the duration of the Agreement and shall terminate automatically upon the expiration or termination of the Agreement, subject to the data retention and deletion obligations in Section 8.