

This Master Services Agreement governs Customer's acquisition and use of Teamflect Services. Capitalized terms have the definitions set forth herein.

If Customer registers for a free trial of Teamflect Services or for Free Services, the applicable provisions of this agreement will also govern that free trial or those Free Services.

By accepting this Agreement, by (1) clicking a box indicating acceptance, (2) executing an Order Form that references this Agreement, or (3) using Free Services, customer agrees to the terms of this Agreement. If the individual accepting this Agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its affiliates to these terms and conditions, in which case the term "Customer" shall refer to such entity and its affiliates. If the individual accepting this Agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this Agreement and may not use the Services.

The Services may not be accessed for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

Teamflect's direct competitors are prohibited from accessing the Services, except with Teamflect's prior written consent.

This Agreement was last updated on October 01, 2023. It is effective between Customer and Teamflect as of the date of Customer's accepting this Agreement (the "Effective Date").

1. DEFINITIONS

"Affiliate"

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" or "Master Services Agreement" or "MSA"

"Agreement" or "Master Services Agreement" or "MSA" means this Master Services Agreement, including all addenda, exhibits, amendments, and materials referred or linked to herein, including Exhibit "A" (Order Form); Data Processing Addendum (as applicable), and the Website EULA and Privacy Policy.

"Beta Services"

"Beta Services" means Teamflect services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

"Content"

"Content" means all information, data, images, graphics, tags, video, music, sound, user interfaces, visual interfaces, photographs, logos, artwork, activities, assessments, printables, pictures, animation, characters, audio clips, trademarks, trade names, service marks, text, messages, and/or computer code displayed on or available through the Teamflect Products; the design, layout, look, appearance, structure, selection, coordination, expression, arrangement and graphics of such materials, all materials

and other items relating to the Teamflect Products, and the Subscriptions; and any and all other forms of intellectual property.

“Customer”, “You”, “Your”

“Customer”, “You”, “Your” means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

“Customer Data”

“Customer Data” means electronic data and information submitted by or for Customer to the Services.

“Documentation”

“Documentation” means the applicable documentation at <https://help.teamflect.com> and its usage guides and policies, as updated from time to time, accessible via help.teamflect.com or login to the applicable Service.

“Fee”

“Fee” means the amount You pay for the license to the Teamflect Products.

“Free Services”

“Free Services” means Services that Teamflect makes available to Customer free of charge. Free Services exclude Services offered as a free trial and Purchased Services.

“IP Rights” or “Intellectual Property Rights”

“IP Rights” or “Intellectual Property Rights” means worldwide intangible assets including (i) patents (design, utility, or other), patent disclosures, products and inventions (patentable or not); (ii) trade and service marks, trade dress, trade names, and domain names, including associated goodwill; (iii) original expressions in any fixed medium (registered or unregistered) copyrights and copyrightable works (including the Contents) and rights in data and databases; (iv) trade secrets, know-how, and other confidential information; (v) other intangible assets (registered or unregistered); and (vi) products for, and renewals or extensions of (i) – (v), above.

“Malicious Code”

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Order Form”

“Order Form” means an ordering document specifying the subscriptions, term, pricing, and any special terms and conditions. In the event the Teamflect Products are licensed directly online, the Order Form refers to the most recent invoice found in the admin portal of your Teamflect account.

“Personal Data”

“Personal Data” means any information relating to an identified or identifiable individual where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws.

“Purchased Services”

“Purchased Services” means Services that Customer or Customer’s Affiliate purchases under an Order Form or online purchasing portal, as distinguished from Free Services or those provided pursuant to a free trial.

“Sensitive Data”

“Sensitive Data” means demographic data, biometric information, personal health information (or other information protected under any applicable health data protection laws), financial account numbers or wire instructions, government issued identification numbers (such as Social Security numbers, passport numbers), credit or debit card numbers, personal information of children protected under any child data protection laws, and any other information or combinations of information that falls within the definition of “special categories of data” under GDPR or any other applicable law relating to privacy and data protection, and that is contained within Personal Data.

“Services”

“Services” means the products and services that are ordered by Customer under an Order Form or online purchasing portal, or provided to Customer free of charge (as applicable) or under a free trial, and made available online by Teamflect.

“Subscription”

“Subscription” means the subscriptions purchased by Customer and set forth in the Order Form or as found in the admin portal.

“User(s)”

“User(s)” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by Teamflect without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, Teamflect at Customer’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

“User Content”

“User Content” means any content uploaded or made available by Customer’s users. User Content is considered Confidential Information of Customer.

“Teamflect”

“Teamflect” means the Teamflect LTD.

“Teamflect Products”

“Teamflect Products” means the Teamflect website, Teamflect mobile application(s), or any other websites, applications, online services that link to this Master Services Agreement, and all Teamflect Content, wherever they may be found, and any other services provided by Teamflect.

“Teamflect Terms & Conditions”, “EULA” or “End User License Agreement”

“Teamflect Terms & Conditions”, “EULA” or “End User License Agreement” refers to the Teamflect Terms & Conditions available at: <https://teamflect.com/terms> Teamflect Terms & Conditions apply to both Customers and Users.

“Term”

“Term” means the initial term of your subscription, as specified in the Order Form, and each subsequent renewal term (if any). For any free trial or Beta Services, the Subscription Term will be the period during which you have an account to access the free trial or Beta Services.

“Website”

“Website” means <https://www.teamflect.com> and all of its subpages, and subdomains.

2. TEAMFLECT RESPONSIBILITIES

2.1 Provision of Purchased Services

Teamflect will (a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable Teamflect standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Teamflect shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Teamflect’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Teamflect employees), Internet service provider failure or delay, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to Teamflect’s provision of its Services to its customers generally (i.e., without regard for Customer’s particular use of the Services), and subject to Customer’s and Users’ use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

2.2 Protection of Customer Data

Teamflect will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). The terms of the data processing addendum at <https://www.teamflect.com/privacy> (“DPA”) posted as of the Effective Date are hereby incorporated by reference. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and

Switzerland are processed by Teamflect, its Processor Binding Corporate Rules, and/or the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer's acceptance of this Agreement, and an applicable Affiliate's execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices. Upon request by Customer made within the term of this Agreement or 30 days after the effective date of termination or expiration of this Agreement, Teamflect will make Customer Data available to Customer for export or download. After such 30-day period, Teamflect will have no obligation to maintain or provide any Customer Data, and will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.

2.3 Teamflect Personnel

Teamflect will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Teamflect's obligations under this Agreement, except as otherwise specified in this Agreement.

2.4 Beta Services

From time to time, Teamflect may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion. Any use of Beta Services is subject to the Beta Services terms at <https://www.teamflect.com/beta-services>

2.5 On-site appearances

In the event that Parties agree to do any on-site appearance at Customer's location of choice pursuant to this MSA and/or the Order Form, Customer agrees to reimburse Teamflect for any and all out of pocket expenses Teamflect incur as a result of our travel. These expenses include but are not limited to: flights, transportation, lodging, and food.

2.6 Free Trial

If Customer registers on Teamflect's or an Affiliate's website for a free trial, Teamflect will make the applicable Service(s) available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by Customer for such Service(s), or (c) termination by Teamflect in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA CUSTOMER ENTERS INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR CUSTOMER, DURING CUSTOMER'S FREE TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASES APPLICABLE UPGRADED SERVICES, OR EXPORTS SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. CUSTOMER CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL (E.G., FROM TEAMFLECT PRO PLAN TO TEAMFLECT FREE PLAN); THEREFORE, IF CUSTOMER PURCHASES A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, CUSTOMER MUST EXPORT

CUSTOMER DATA BEFORE THE END OF THE TRIAL PERIOD OR CUSTOMER DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING THE “REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS” SECTION AND “INDEMNIFICATION BY TEAMFLECT” SECTION BELOW, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND TEAMFLECT SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE TEAMFLECT’S LIABILITY WITH RESPECT TO THE SERVICES PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, TEAMFLECT AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER’S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL MEET CUSTOMER’S REQUIREMENTS, (B) CUSTOMER’S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE FREE TRIAL PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE “LIMITATION OF LIABILITY” SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO TEAMFLECT AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER’S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER’S INDEMNIFICATION OBLIGATIONS HEREUNDER.

CUSTOMER SHALL REVIEW THE APPLICABLE SERVICE’S DOCUMENTATION DURING THE TRIAL PERIOD TO BECOME FAMILIAR WITH THE FEATURES AND FUNCTIONS OF THE SERVICES BEFORE MAKING A PURCHASE.

2.7 Free Services

Teamflect may make Free Services available to Customer. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Services are provided to Customer without charge up to certain limits. Usage over these limits requires Customer’s purchase of additional resources or services. Customer agrees that Teamflect, in its sole discretion and for any or no reason, may terminate Customer’s access to the Free Services or any part thereof. Customer agrees that any termination of Customer’s access to the Free Services may be without prior notice, and Customer agrees that Teamflect will not be liable to Customer or any third party for such termination. Customer is solely responsible for exporting Customer Data from the Free Services prior to termination of Customer’s access to the Free Services for any reason, provided that if Teamflect terminates Customer’s account, except as required by law Teamflect will provide Customer a reasonable opportunity to retrieve its Customer Data.

NOTWITHSTANDING THE “REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS” SECTION AND “INDEMNIFICATION BY TEAMFLECT” SECTION BELOW, THE FREE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND TEAMFLECT SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE TEAMFLECT’S LIABILITY WITH RESPECT TO THE FREE SERVICES SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, TEAMFLECT AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER’S USE OF THE FREE SERVICES WILL MEET CUSTOMER’S REQUIREMENTS, (B) CUSTOMER’S USE OF THE FREE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM

ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE FREE SERVICES WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO TEAMFLECT AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE FREE SERVICES, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

3. USE OF SERVICES AND CONTENT

3.1 User Access

Customer's and its Users' access start on the date shown in Order Form (or on the date you license the Teamflect Products directly from the Website). Access will be for all the Teamflect Products in Order Form (or that Customer self-selected online) and will run through the end of the Term. Because Teamflect needs to protect itself (and Customer with its Users), Teamflect may stop Customer's (or one or more of its Users') access, if Teamflect see a threat from a hacker, virus, or other cyber-attack.

3.2 Subscriptions

Unless otherwise provided in the applicable Order Form, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Teamflect regarding future functionality or features.

3.3 User Capacity

The maximum number of Users seats enabled for use of the Teamflect Products during the Term is identified in Order Form. Customer may increase that number, during the Term, at an additional cost by contacting Teamflect. Alternatively, Teamflect may provide Customer with the functionality within the Teamflect Products to add additional Users, on an as-needed basis (at an additional charge), on Customer's own via the admin portal. Reductions in User seats can only be made with at least 30 days' prior notice for any subsequent Renewal Term (defined below). Time is of the essence. You cannot reduce the number of User seats during the current Term. This is regardless of whether or not the User seats are assigned to a specific User.

3.4 Usage Limits

Services and Content are subject to usage limits specified in Order Forms. If Customer exceeds a contractual usage limit, Teamflect may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding Teamflect's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the

applicable Services or Content promptly upon Teamflect's request, and/or pay any invoice for excess usage in accordance with the "Invoicing and Payment" section below.

3.5 Customer Responsibilities

Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Teamflect promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, and Documentation, Order Forms and applicable laws and government regulations. Teamflect will host the Teamflect Products, which Customer or Customer's Users may access via the Internet. Customer is responsible for (i) internet connectivity needed to access the Teamflect Products; (ii) your compliance with this MSA; and (iii) any Customer Data. Customer is also responsible for keeping secure and confidential any authentication credentials associated with the use of the Services. Any use of the Services in breach of the foregoing by Customer or Users that in Teamflect's judgment threatens the security, integrity or availability of Teamflect's services, may result in Teamflect's immediate suspension of the Services, however Teamflect will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

3.6 Usage Restrictions

Customer will not (a) make any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of Teamflect intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) scrape or otherwise use automated means to access or gather information from the Teamflect Products, and agree not to bypass any robot exclusion measures Teamflect may put in place (l) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

3.7 Third-Party Services

The Teamflect Products may access third-party services through API's or links to third-party providers ("Third-Party Services"). You acknowledge and agree that Teamflect is not responsible and shall have no liability for such third-party sites and services, products or services made available through- them, or Customer's use of or interaction with them. Whether the third-party content appears within our Services, or Customer leave Our Services to view the content on another website, the third-party is in control of and independently produces, maintains, and monitors the content and third-party sites. When Customer accesses such third-party sites, it becomes subject to the third party's terms of use and privacy policies. Customer should review the privacy policies of these third-party sites for their policies and practices regarding the collection and use of your information as their policies may differ from Teamflect's. Teamflect does not accept any responsibility or liability for the privacy practices of third parties.

3.8 Removal of Content

If Customer receives notice, including from Teamflect, that Content may no longer be used or must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Acceptable Use and External Facing Services Policy, Customer will promptly do so. If Customer does not take required action, including deleting any Content Customer may have downloaded from the Services, in accordance with the above, or if in Teamflect's judgment continued violation is likely to reoccur, Teamflect may disable the applicable Content and/or Service. If requested by Teamflect, Customer shall confirm deletion and discontinuance of use of such Content in writing and Teamflect shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In addition, if Teamflect is required by any third-party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, Teamflect may discontinue Customer's access to Content through the Services.

4. NON-TEAMFLECT PRODUCTS AND SERVICES

4.1 Non-Teamflect Products and Services.

Teamflect or third parties may make available third-party products or services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-Teamflect provider, product or service is solely between Customer and the applicable Non-Teamflect provider. Teamflect does not warrant or support non-Teamflect applications ("Non-Teamflect Applications") or other Non-Teamflect products or services.

4.2 Integration with Non-Teamflect Applications

The Services may contain features designed to interoperate with Non-Teamflect Applications. Teamflect cannot guarantee the continued availability of such Service features and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-Teamflect Application ceases to make the Non-Teamflect Application available for interoperation with the corresponding Service features in a manner acceptable to Teamflect.

5. FEES AND PAYMENT

5.1 Fees

Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

5.2 Invoicing and Payment

Customer will provide Teamflect with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Teamflect, if it licenses the Teamflect Products directly online. If Customer provides credit card information to Teamflect's payment processor, Customer authorizes Teamflect to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the "Term of Purchased Subscriptions" section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, Teamflect will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Teamflect and notifying Teamflect of any changes to such information. All payments shall be made in US dollars in immediately available funds.

5.3 Suspension of Service and Acceleration.

If any charge owing by Customer under this or any other agreement for services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts Customer has authorized Teamflect to charge to Customer's credit card), Teamflect may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, Teamflect will give Customer at least 10 days' prior notice that its account is overdue, in accordance with the "Manner of Giving Notice" section below for billing notices, before suspending services to Customer.

5.4 Payment Disputes

Teamflect will not exercise its rights under the "Suspension of Service and Acceleration" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5.5 Taxes

Teamflect's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any

jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Teamflect has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Teamflect will invoice Customer and Customer will pay that amount unless Customer provides Teamflect with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Teamflect is solely responsible for taxes assessable against it based on its income, property and employees.

6. PROPRIETARY RIGHTS AND LICENSES

6.1 License by Teamflect to Customer

Subject to Customer's strict compliance with this MSA and payment of any applicable Subscription Fees, Teamflect grants Customer and its Users a limited, non-exclusive, non-sublicensable, non-transferable, revocable, and non-assignable license for the number of User seats reflected in your order form (or in the case of an online subscription, as reflected on the invoice) to access and use the Teamflect Products ("License") during the Term. The License does not give Customer or its Users any ownership or interest in any intellectual property of the Teamflect Products or Content.

6.2 Reservation of Rights

Subject to the limited rights expressly granted hereunder, Teamflect, its Affiliates, its licensors and Content Providers reserve all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

6.3 Access to and Use of Content

Customer has the right to access and use applicable Services and Content subject to the terms of applicable Order Forms and this Agreement.

6.4 License by Customer to Teamflect

Customer owns Customer Data, and as part of Subscription, Customer grants Teamflect a non-exclusive, royalty-free, worldwide license during the Term to use, store, edit, re-format, Customer Data in order for the Services to function.

6.5 License by Customer to Use Feedback

Customer grants to Teamflect and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Teamflect's or its Affiliates' services.

7. CONFIDENTIALITY

7.1 Definition of Confidential Information

“Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Teamflect includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this “Confidentiality” section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional Teamflect services.

7.2 Protection of Confidential Information

As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this “Confidentiality” section. Notwithstanding the foregoing, Teamflect may disclose the terms of this Agreement and any applicable Order Form to a contractor to the extent necessary to perform Teamflect’s obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

7.3 Compelled Disclosure.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party

will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

8.1 Representations

Each party represents that it has validly entered into this Agreement and has the legal power to do so.

8.2 Disclaimers

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SERVICES PROVIDED FREE OF CHARGE, CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

9. MUTUAL INDEMNIFICATION

9.1 Indemnification by Teamflect

Teamflect will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Teamflect in writing of, a Claim Against Customer, provided Customer (a) promptly gives Teamflect written notice of the Claim Against Customer, (b) gives Teamflect sole control of the defense and settlement of the Claim Against Customer (except that Teamflect may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Teamflect all reasonable assistance, at Teamflect's expense. If Teamflect receives information about an infringement or misappropriation claim related to a Service, Teamflect may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Teamflect's warranties under "Teamflect Warranties" above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (II) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Teamflect, if the Services or use thereof would not infringe without such combination; (III) a

Claim Against Customer arises from Services under an Order Form for which there is no charge; or (IV) a Claim against Customer arises from Content, or Customer's breach of this Agreement, the Documentation or applicable Order Forms.

9.2 Indemnification by Customer

Customer will defend Teamflect and its Affiliates against any claim, demand, suit or proceeding made or brought against Teamflect by a third party, arising from (i) Customer's use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form, (ii) any Customer Data or Customer's use of Customer Data with the Services, and will indemnify Teamflect from any damages, attorney fees and costs finally awarded against Teamflect as a result of, or for any amounts paid by Teamflect under a settlement approved by Customer in writing of, a Claim Against Teamflect, provided Teamflect (A) promptly gives Customer written notice of the Claim Against Teamflect, (B) gives Customer sole control of the defense and settlement of the Claim Against Teamflect (except that Customer may not settle any Claim Against Teamflect unless it unconditionally releases Teamflect of all liability), and (C) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against Teamflect arises from Teamflect's breach of this Agreement, the Documentation or applicable Order Forms.

9.3 Exclusive Remedy

This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

10. LIMITATION OF LIABILITY

10.1 Limitation of Liability

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

10.2 Exclusion of Consequential and Related Damages.

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS

AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. TERM AND TERMINATION

11.1 Term of Agreement

This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

11.2 Term of Purchased Subscriptions

The term of each subscription shall be as specified in the applicable Order Form (or for the period of time displayed in your admin console under the billing portal; the "Initial Term"). Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional one-year terms (each a "Renewal Term"), unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of subscriptions (except Monthly Subscriptions) will be at existing price in effect at the time of acceptance of Order Form.

11.3 Monthly Subscriptions

Notwithstanding anything to the contrary in this MSA or otherwise, in the event that Customer licenses the Teamflect Products directly online via the self-service option and select a monthly subscription, then this Agreement will start on the date Customer signs up for the Teamflect Products and will continue on a monthly basis, unless Customer cancels. Customer is free to cancel the renewal of any monthly subscription by giving Teamflect at least 30 days prior notice prior to its next billing (renewal) date. For the avoidance of doubt, all fees paid are non-cancelable and non-refundable, but you will continue to have access to the Teamflect Products for the rest of the period in which you provided notice. All renewed Services will be displayed in your admin portal if purchased directly online and subject to the MSA.

11.4 Termination

A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if 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. Once Term is over, Customer's and its Users' access to Services will terminate.

11.5 Refund or Payment upon Termination

If this Agreement is terminated by Customer in accordance with the "Termination" section above, Teamflect will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Teamflect in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term

of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to Teamflect for the period prior to the effective date of termination.

11.6 Surviving Provisions

The sections titled “Free Services,” “Fees and Payment,” “Proprietary Rights and Licenses,” “Confidentiality,” “Disclaimers,” “Mutual Indemnification,” “Limitation of Liability,” “Refund or Payment upon Termination,” “Removal of Content,” “Surviving Provisions” and “General Provisions” will survive any termination or expiration of this Agreement, and the section titled “Protection of Customer Data” will survive any termination or expiration of this Agreement for so long as Teamflect retains possession of Customer Data.

12. DATA PROTECTION, PRIVACY & SECURITY

12.1 Data You Need to Avoid

The Teamflect Products are not meant for data not related to performance management and engagement. Therefore, Customer agrees that it (and it will not require its Users to) provide Teamflect any Sensitive Data such as social security numbers, financial account numbers, protected health information, driver’s license information, passport or visa number, or credit card information.

12.2 Data Protection

The privacy and security of Customer Data is important to Teamflect. Therefore, Teamflect will perform all Services in accordance with these published Security measures, available at: <https://www.teamflect.com/security/>. The privacy of Customer Data is governed by Teamflect’s Privacy Policy, which can be found at: <https://www.teamflect.com/privacy/>, and any other terms that Parties may separately agree to, including, but not limited to our Data Processing Addendum (<https://www.teamflect.com/privacy/>), where applicable, or as required by applicable data protection laws. Teamflect may need to access Customer’s or its Users’ account in the event that Customer or its Users submit a support request. Any such access will be governed by Teamflect Privacy Policy.

13. GENERAL PROVISIONS

13.1 Export Compliance

The Services, Content, other Teamflect technology, and derivatives thereof may be subject to export laws and regulations of the England & Wales, United States or/and other jurisdictions. Teamflect and Customer each represents that it is not on any U.K. or U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a embargoed country or region (currently the Crimea, Luhansk or Donetsk regions, Cuba, Iran, North Korea, or Syria) or as may be updated from

time to time at <https://www.teamflect.com/company/legal/compliance/> or in violation of any U.K./U.S. export law or regulation.

13.2 Anti-Corruption

Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

13.3 Entire Agreement and Order of Precedence.

This Agreement is the entire agreement between Teamflect and Customer regarding Customer's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the EULA. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

13.4 Relationship of the Parties

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

13.5 Not a sale

All references to the "sale" or "purchase" of the Services or Teamflect Products, means the sale or purchase of a license to use such materials by Customer (and their Users) as intended and licensed. Under no circumstances shall these terms be deemed to involve the sale or transfer of intellectual property or other proprietary rights of Teamflect or its licensors.

13.6 Third-Party Beneficiaries

There are no third-party beneficiaries under this Agreement.

13.7 Waiver

No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

13.8 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

13.9 Assignment

Neither Party will assign or transfer any subscriptions, obligations or benefits under this Agreement without the prior written consent of the other party, which may not be unreasonably withheld or delayed, except that Teamflect reserves the right to assign without restriction to a successor in interest by way of merger, reorganization, asset sale, or the like. Any other purported transfer or assignment is deemed void. Upon valid transfer, this Agreement inures to the benefit of, and binds, the successors, assigns, heirs, executors and administrators of the parties.

13.10 Publicity

Teamflect may advertise, publicly announce, or provide to any other person, information relating to the existence of this MSA or use Customer's name or logo, in any format for any promotion, publicity, or marketing of the Teamflect Products.

13.11 Limitation of Action

Any action by Customer in connection with this MSA must be brought (i) within one year after the cause of action arose or (ii) a longer period of time as may be required by applicable law.

13.12 Notices

Notices of any kind must be in writing (electronic mail, postal mail, and courier mail are all acceptable) and will be deemed delivered as of the email transmission date (provided no notice of failure to deliver is received), the date received at the physical address, or the date on the courier confirmation of delivery. Notices to Teamflect must be sent to the following: Teamflect LTD | 284 Chase Road, A Block 2nd Floor, London, United Kingdom, N14 6HF with a copy to: info@teamflect.com. Notices sent by Teamflect to Customer will be sent to the postal address and/or email address you identify on the Order Form.

13.13 Governing Law

If Teamflect and Customer have a misunderstanding or disagreement, both Parties agree to meet to try and work it out in good faith. While the Parties hope they can work it out between themselves, in the event they cannot, then Parties agree that the laws of the England & Wales will apply without regard to any conflict of laws principles. Additionally, Customer agrees that any action at law or in equity arising out of or relating to this MSA or the Teamflect Products shall be filed only in the courts of England & Wales and Customer hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

13.14 Priority of Agreements.

While all documents that comprise the MSA are meant to be read together, to the extent of a conflict between the documents that comprise the MSA, preference shall be given in the following order:

1. Order Form (“Exhibit A”)
2. The terms of this Master Services Agreement;
3. Teamflect Terms & Conditions;
4. Data Processing Addendum (to the extent applicable); and
5. Privacy Policy.

Exhibit “A” – Order Form