PEQUITY, INC.
SOFTWARE-AS-A-SERVICE
AGREEMENT

THIS SOFTWARE-AS-A-SERVICE AGREEMENT ("**AGREEMENT**") GOVERNS A CLIENT'S USE OF PEQUITY INC. ("**PEQUITY**") SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

IF CLIENT REGISTERS FOR A FREE TRIAL OF PEQUITY'S 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 OR STATEMENT OF WORK THAT REFERENCES THIS AGREEMENT, OR (3) USING THE FREE OR PAID SERVICES, CLIENT 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 ("**CLIENT**") SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. BOTH CLIENT AND PEQUITY SHALL BE REFERRED TO EACH AS A **("PARTY")** AND COLLECTIVELY, AS THE **("PARTIES")**. 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.

In the event of a conflict between any of the provisions of this Agreement and the provisions of the Terms of Use, the provisions of this Agreement shall prevail.

It is effective between Client and Pequity as of the date of Client's accepting this Agreement in accordance with the process described above (the "**Effective Date**").

1. DEFINITIONS.

1.1 "Affiliate" means, with respect to any entity, any other present or future entity controlling, controlled by, or under common control with such entity. For the purposes of this definition, control (and its derivatives) means, with respect to any entity, the possession, direct or indirect, of the power to solely direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

1.2 "**Authorized User**" means the employees or contractors of Client or its Affiliates who are authorized to access the Platform pursuant to Client's rights under this Agreement.

1.3 "Client Data" means any proprietary or confidential content, information, data and materials of any kind, including End User Data, except for data that has been aggregated, deidentified, or otherwise anonymized by Pequity, which is provided to or processed by Pequity in connection with its provision of the Services.

1.4 "Confidential Information" means any and all technical, business, client or proprietary information disclosed by one Party (the **"Disclosing Party"**) to the other Party (the **"Receiving Party"**), directly or indirectly, including, but not limited to, information regarding the Disclosing Party's business strategies and practices, methodologies, trade secrets, know-how, pricing, technology, software, product plans, services, relationships with any third party, client lists and information regarding the Disclosing Party's employees, clients, vendors, consultants and Affiliates regardless of whether such information is marked "confidential" or some other proprietary designation, but which by its nature is information that would reasonably be considered to be confidential information of the Disclosing Party. In the case of Pequity, Confidential Information includes the Platform, the Documentation and the terms of the Agreement. In the case of Client, Confidential Information includes all Client Data, End User Data and any information relating to Client's end users, but does not include any aggregated or deidentified data that is derived from the Client Data or End User Data.

1.5 "Documentation" means Pequity's user guides and manuals relating to the Services and the Platform, as may be updated and amended from time to time.

1.6 "**DPA**" means the data protection addendum included at Exhibit B to this Agreement.

1.7 "End User Data" means all data and information collected from an employee, contractor or agent of Client or its Affiliates, including, without limitation, any personally identifiable information and any compensation data pertaining to Client's employees.

1.8 "include" and **"including"** mean including without limitation.

1.9 "Intellectual Property" means all algorithms, application programming interfaces (APIs), apparatus, concepts, Confidential Information, data, databases and data collections, deliverables, designs, diagrams, documentation, drawings, flow charts, formulae, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos and slogans), methods, models, procedures, processes, schematics, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, tools, uniform resource identifiers, user interfaces, works of authorship, and other forms of technology.

1.10 "Intellectual Property Rights" means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.

1.11 "Order" or **"Order Form"** means an order, statement of work, invoice or online purchase form pursuant to which from time to time Client orders SaaS Services or rights to the Platform.

1.12 "Platform" means Pequity's proprietary application software and/or website, including all modules, functions, features identified in an Order, and includes any and all updates, releases, improvements, and corrections to the Platform that Pequity may make from time to time.

1.13 "Professional Services" means the services identified as such in a SOW or this Agreement to be provided by Pequity to Client, such as data migration, implementation, consulting, integration and development services. Professional Services do not include SaaS Services.

1.14 "SaaS Services" means the services that are ordered by Client under an Order, including: (a) limited access and use rights to the Platform, (b) hosting services; and (c) support services.

1.15 "Services" means, collectively, the Professional Services and SaaS Services.

1.16 "**Term**" has the meaning given in Section 6.1.

Other terms are defined in the context in which they are used throughout the Agreement.

2. SOFTWARE-AS-A-SERVICE RIGHTS, OBLIGATIONS, AND LIMITATIONS.

2.1 Provision of SaaS Services and Platform. Subject to the provisions of this Agreement, Pequity will make available to Client and its designated Affiliates and their respective Authorized Users on a non-exclusive and non-transferable basis the SaaS Services, Platform, and Documentation in accordance with the applicable Order, Documentation, and other terms of this Agreement. Unless expressly provided otherwise, Pequity will be responsible for: (a) hosting, operating, maintaining, and supporting the Platform; and (b) providing standard support (and/or specialized support if identified on an Order or SOW).

2.2 Access and Use Rights. Client will be responsible for providing its own Internet access and all equipment and software necessary to connect to the Platform. Client is solely responsible for any fees, including internet connection fees, that Client incurs when accessing the Platform and the Services. Pequity may specify reasonable procedures in the Documentation according to which Client and Authorized Users may establish and obtain such access to and use of the features and functions of the SaaS Services and Platform through the Internet, including, without limitation, provision of any access codes, passwords, web-sites, connectivity standards or protocols, or any other relevant procedures. Subject to the terms of this Agreement, Pequity hereby grants to Client the non-transferable (except as otherwise permitted by this Agreement), nonexclusive, non-sublicensable, limited right and license to use and access the SaaS Services and Platform in accordance with the applicable Order(s), Documentation, and other provisions of this Agreement. Such rights and license include the right for Client, its Affiliates, and all Authorized Users to use and access the Platform.

2.3 Orders. If Client desires to access or use additional SaaS Services and/or increase any limitation on the number of named users, concurrent users, devices, location, transactions, or other elements, as applicable (**"Unit of Measure"**), in the initial Order or any subsequent Order, the authorized representatives of the Parties will execute a new Order. Upon Pequity's written acceptance of the new Order, such new Order will be effective. All Orders are subject to and hereby incorporate all Exhibits and the terms of this Agreement.

2.4 Usernames and Passwords. Each Authorized User will use his or her unique username and password to access the Platform pursuant to this Agreement. Authorized Users may only access the Platform during one (1) concurrent login session. Client acknowledges and agrees that: (a) only Authorized Users are entitled to access the Platform with their unique usernames and passwords; (b) it will provide to Pequity information and other assistance as necessary to enable Pequity to establish access to the Platform for the Authorized Users, and will verify all Authorized

User requests for access to the Platform; (c) it will ensure that each unique username and password issued to an Authorized User will be used only by that Authorized User when accessing the Platform; (d) Client must procure that the Authorized User complies with the Platform Terms of Service prior to accessing the Platform; (e) Client is responsible for maintaining the confidentiality of all Authorized Users' unique usernames and passwords, and is solely responsible for all activities that occur under these Authorized User accounts; and (f) Client will notify Pequity promptly of any actual or suspected unauthorized use of any account, username, or passwords, or any other breach or suspected breach of this Agreement. Pequity reserves the right to suspend, disable or terminate any Authorized User's access to the Platform that Pequity reasonably determines may have been used by an unauthorized third party. The unique usernames and passwords cannot be shared or used by more than one individual Authorized User to access the Platform.

2.5 Limitations on Use. Except as otherwise provided in this Agreement, Client will not, and will procure that its Affiliates, and their respective Authorized Users will not: (a) sell, rent, lease, sublicense or otherwise transfer or distribute the Platform or Documentation or any copies of the Platform or Documentation; (b) modify, translate, reverse engineer, decompile or disassemble the Platform; (c) create or prepare derivative works based upon the Platform; (d) create any copy of or "mirror" the Platform; (e) alter, destroy or otherwise remove any proprietary notices or labels on or embedded within the Platform or Documentation; (f) engage in recruitment or hiring practices in connection with the use of the Services or the Platform in a manner contrary to federal, state or local laws, including in violation of applicable laws or regulations related to the prohibition of employment discrimination.

2.6 Affiliate Participation. Pequity agrees that Affiliates may procure additional SaaS Services and access to the Platform relating to their business and operations pursuant to the terms and conditions of this Agreement upon execution of an Order by an Affiliate, in which case such Affiliate will be deemed to be a party hereunder with the same rights and obligations as Client, and the terms of this Agreement will be incorporated into the Order executed by the Affiliate, but such Affiliate will be invoiced separately and will be solely responsible to Pequity for its respective obligations and liabilities under this Agreement. An Affiliate or Pequity may terminate this Agreement as it applies to such Affiliate in the same manner that Client or Pequity may terminate this Agreement, but any such termination by an Affiliate will apply only to such Affiliate. All licenses or Services procured by Client and by all Affiliates will be aggregated for purposes of determining any volume-based price discounts under this Agreement.

2.7 Client Data. Client is solely responsible for any and all obligations with respect to the accuracy, quality and legality of Client Data. Client will obtain all third party licenses, consents and permissions needed for Pequity to use, copy, store and process the Client Data to provide the Services. Without limiting the foregoing, Client will be solely responsible for obtaining from third parties (including all Authorized Users, Affiliates and their respective employees and contractors) all necessary consents and rights for Pequity to use the Client Data submitted by or on behalf of Client, an Affiliate or Authorized Users for the purposes set forth in this Agreement, including all consents required in accordance with all applicable privacy laws.

2.8 Compliance with Laws. Each party will comply with laws and regulations that affect its business generally, including any applicable anti-bribery, export control, computer fraud and data protection laws.

3. PROFESSIONAL SERVICES.

3.1 Professional Services. Client may elect from time-to-time to obtain from Pequity Professional Services relating to the Platform that are in addition to the SaaS Services including, customized user training, specialized support, integration, enhancements, and development pursuant to a Statement of Work (each, a **"SOW"**). Each SOW will describe the fees, costs and expenses payable by Client to Pequity and any assumptions or dependencies relating to such Professional Services.

3.2 Changes. A Party may request a modification to the SaaS Services, Platform, Professional Services, or any applicable SOW or Order by written request to the other Party ("**Change Order**"). Change Orders will be performed under the terms of this Agreement and the applicable SOW once mutually agreed. Changes in any SOW will become effective only when executed by authorized representatives of both Parties. Client acknowledges that Change Orders made after execution of this Agreement that fall outside the scope of the then applicable Order Form may delay the full implementation of the Services, and that delays due to such Change Orders shall not constitute non-performance of this Agreement on the part of Pequity, and that such initial delays due to Change Orders shall not be used as the basis for a pro-rated refund pursuant to Sections 6.2 and 6.3 herein.

4. FEES.

4.1 SaaS Fees. Client will pay to Pequity the charges set forth in the applicable Order for the provision and use of the SaaS Services and Platform (the **"SaaS Charges"**), subject to the other provisions of this Section 4 (Fees). If at any time Client adds on a free Service, provided by Pequity, Client acknowledges that Pequity reserves the right to display ads within the Software, during the Client's use of the free Service.

4.2 Professional Services Fees. Client will pay to Pequity the charges set forth in the applicable SOW for the Professional Services (the **"Professional Services Charges"**), subject to the other provisions of this Section 4.

4.3 Payment of Fees. All SaaS Charges, Professional Service Charges, and other amounts payable by Client under this Agreement (collectively, **"Charges"**), which are not disputed in good faith, are due and payable within thirty (30) days of Client's receipt of the applicable invoice. If an undisputed Charge is not paid within ten (10) days after Client's receipt of a notice from Pequity of a past due Charge, a late payment fee of one and a half percent (1.5%) of the balance due or the maximum amount permitted by law, whichever is lower, will be due and payable by Client to Pequity for each month such invoice remains unpaid. Client will not have any obligation to pay any disputed amount until fifteen (15) days after such dispute has been resolved and the amount owed (if any) by Client has been determined. In the event Client disputes all or any portion of the Charges in any properly submitted invoice, the Parties agree to engage in good faith efforts to promptly resolve any such dispute for at least fifteen (15) days. Pequity will continue to provide the Service and perform its obligations until a resolution is reached or the Agreement is terminated in accordance with its terms.

4.4 Reimbursement of Expenses. Client will reimburse Pequity for any reasonable out-of-pocket expenses which are approved by Client prior to being incurred by Pequity for the performance of the Professional Services. Pequity will submit to Client a weekly invoice for expenses incurred in such form and detail as Client reasonably requires.

4.5 Taxes. Except for taxes based upon Pequity's income or for goods or services used or consumed by Pequity in connection with providing the Services under this Agreement, Client will be responsible for all sales, use, excise, duties, tariffs, or any other form of taxes resulting from Client's use of the Platform or imposed, levied or assessed in connection with Client's use of the Services and Platform, unless Client provides Pequity with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.6 Right to Inspection. Client grants to Pequity, or its independent nationally recognized accountants, upon fifteen (15) days prior written notice, the right to reasonably examine those portions of its books, records and accounts related to this Agreement during Client's normal business hours and not more than once per year solely to verify Client's compliance with this Agreement. If any audit of Client's books and records reveals that Client has failed properly to account for and pay any amounts due and payable to Pequity hereunder (an **"Underpayment"**), and the amount of any such Underpayment exceeds by five percent (5%) or more the amounts actually accounted for and paid to Pequity, then Client will pay Pequity all undisputed past due amounts and reimburse Pequity for Pequity's reasonable expenses incurred in conducting the audit.

4.7 Headcount Audits & Pricing Adjustments. Pequity reserves the right to conduct an annual review of the number of employees of Client and its Affiliates whose data is maintained in the Platform. If such review identifies a material change in employee count from the employee count reflected in the applicable Order, Pequity may revise the applicable pricing and SaaS Charges on a prospective basis to reflect Client's then-current employee count and usage of the Platform.

5. OWNERSHIP.

5.1 Ownership Rights. Except for the license and other rights granted to Client in this Agreement, Pequity retains all right, title and interest in and to the Platform, Documentation, the Services and Pequity's Confidential Information, including all Intellectual Property Rights therein. Further, Client acknowledges and agrees that the Platform, derivatives thereof, ideas, methods of operation, modifications, changes, enhancements, conversions, upgrades, additions, sub-systems and modules included in the Platform are proprietary material which contain valuable trade secrets of Pequity.

5.2 Ownership of Client Data.

(a) Pequity acknowledges and agrees that, as between the Parties, Client exclusively owns all right, title, and interest in and to Client's Confidential Information and the Client Data, including all Intellectual Property Rights therein. Client grants to Pequity a non-exclusive, worldwide, royalty-free and fully paid license during the Term, to download, store, process and use the Client Data as necessary for purposes of providing and improving the Platform and the Services.

(b) Client further grants to Pequity a nonexclusive, worldwide, royalty-free, fully paid license to download, store, process and use the Client Data in anonymized and aggregated form ("Anonymized Data") for generating data, reports, statistics, and benchmarks and similar research

and analytics relating to market and industry trends, provided that the anonymized data does not include information that identifies an entity or an individual. Pequity de-identifies such data so that the data cannot be traced to an individual, a customer, or a device and removes the following identifiers: entity names, names of individuals, addresses, phone numbers, e-mail address(es) and any other information which could reasonably be anticipated to identify, when taken in the aggregate, a specific entity, group, organization, or individual. This license is perpetual, irrevocable, and sublicensable and includes the right to reproduce, display, adapt, modify, transmit, and distribute the Anonymized Data to third parties. Pequity owns any derivative works of the Anonymized Data, subject to Client's rights in the underlying Client Data.

5.3 Return of Client Data. Upon termination of this Agreement, Pequity will promptly return Client's Confidential Information and Client Data to Client.

5.4 Deliverables. Any written materials or deliverables (collectively **"Deliverables"**) prepared for Client (excluding any derivative works to the Platform or Documentation) and that are expressly stated to be owned by Client in a SOW will be the property of Client, and Pequity agrees to assign and hereby does assign to Client any and all of its rights in such Deliverables. Any Deliverable not assigned to Client is hereby licensed to Client as if it were part of the Platform or Documentation.

5.5 Residuals. Subject to Sections 5 (Ownership) and 7 (Confidentiality), each Party will be free to use any general concepts, techniques, feedback, and know-how provided to it, used by it, or developed in the course of this relationship without restriction.

6. TERM OF AGREEMENT AND DEFAULT.

6.1 Term. The term of this Agreement will commence upon the Effective Date and will be coterminous with the initial Order. If any subsequent Orders or SOWs are executed by the Parties referencing this Agreement, this Agreement will continue in effect with respect to the term of such subsequent Orders or SOWs. The **"Term"** means the term of such initial Orders and any subsequent Orders or SOWs, including renewals and extensions. The Term, including any applicable Order, will automatically extend for additional one (1) year periods at Pequity's then-current charges for the Services unless Client provides Pequity with notice of its intent not to extend within thirty (30) days of the end of the then-current Term.

6.2 Mutual Termination. Either Party will have the right to terminate this Agreement by providing written notice to the other Party:

(a) if the other Party materially breaches a provision of this Agreement, and if curable, fails to cure such breach within thirty (30) days of receipt of written notice from the other Party. A breach on the part of Pequity shall only be construed as a material breach in the event that the terms of Exhibit A (Service Level Agreement) or Section 7 (Confidentiality) of this Agreement are breached, and such material breach shall be deemed rectified by Client once the breached term(s) of Section 7 or Exhibit A have been remedied and such remediation has been communicated to Client by Pequity. In the event of a material breach, Client must provide written communication to Pequity labeling which specific provisions of Section 7 or Exhibit A constitute a material breach so that Pequity may move forward on curing such material breach. If some of, but not all of a material breach is communicated by Client to Pequity, then the thirty (30) day cure period shall commence on the day that the additional part of a material breach has been communicated by Client to Pequity.

(b) or if either Party wishes to terminate this agreement for convenience, provided that said Party provides the other Party with thirty (30) days written notice of their intent to terminate for convenience; or

(c) upon the occurrence of any of the following events, but only to the extent such events are not dismissed within ninety (90) days from the date such events first occurred: (i) a receiver is appointed for the other Party; (ii) the other Party makes a general assignment of all or substantially all of its assets for the benefit of its creditors; (iii) the other Party commences or has commenced against it, proceedings under any bankruptcy law; or (iv) the other Party ceases to do business.

(d) In addition, (i) Pequity may terminate this Agreement or the affected Services in the event the provision of Services to Client causes or will cause Pequity or its Affiliates to be in violation of any sanction laws applicable to Pequity or its Affiliates (such termination shall be effective immediately upon written notice).

6.3 Effect of Termination. Except as expressly set forth otherwise in this Agreement, upon termination or expiry of this Agreement: (a) the licenses and rights granted hereunder will be terminated and Client will immediately cease using the Platform, Documentation, and Pequity's Confidential Information; (b) the Platform (and associated hosting and support Services) will cease to be accessible to Client or to its Authorized Users; (c) upon the Disclosing Party's written request, the Receiving Party will immediately return all Confidential Information to the Disclosing Party; and (d) Client will immediately pay all accrued but unpaid SaaS Charges, Professional Services Charges. The Parties' rights and obligations under Sections 2.5, 2.7, 4, 5, 6.3, 7, 8.2, 8.3, 9, 10, 11.2, 11.3 and 12 will survive termination of this Agreement and any Order. In the event Client terminates this Agreement pursuant to Section 6.2(a) or 6.2(c), Client will only receive a refund of any pre-paid but unearned fees prorated on a monthly basis for the remainder of the term of the applicable Order Form, and such pro-rated refund shall only be granted in the event that Client terminates this Agreement pursuant to 6.2(a) or 6.2(c) within six (6) months of the Effective Date. In the event either Party terminates this Agreement pursuant to 6.2(b) at any time, or pursuant to 6.2(a) or 6.2(c) beyond six (6) months from the Effective Date, then no pro-rated refund shall be granted to Client.

7. CONFIDENTIALITY.

7.1 General. During the Term and thereafter, each Party will treat as confidential all Confidential Information of the other Party, will not use such Confidential Information except as expressly set forth herein or otherwise authorized in writing, will implement reasonable procedures to prohibit the unauthorized use, disclosure, duplication, misuse or removal of the other Party's Confidential Information and will not disclose such Confidential Information to any third party except as may be necessary and required in connection with the rights and obligations of such Party under this Agreement, and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the foregoing, each of the Parties will use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information disclosed to it by the other Party under this Agreement, but in no event less than reasonable care. Except as expressly authorized in this Agreement, neither Party will copy Confidential Information of the other Party without the Disclosing Party's prior written consent.

7.2 Exclusions. Except as otherwise provided below, Confidential Information will not include, or will cease to include, as applicable, Confidential Information that the Receiving Party

can document and prove: (a) is or becomes generally available to the public through no improper action or inaction by the Receiving Party; (b) was known by the Receiving Party or in the Receiving Party's possession prior to receipt of the Disclosing Party's Confidential Information as shown by the Receiving Party's business records kept in the ordinary course; (c) is disclosed with the prior written approval of the Disclosing Party; (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information and provided that the Receiving Party can demonstrate such independent development by documented evidence prepared contemporaneously with such independent development; or (e) becomes known to the Receiving Party from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party and otherwise not in violation of the Disclosing Party's rights.

7.3 Court Order. The Receiving Party may disclose Confidential Information of the other Party only pursuant to the order or requirement of a court, administrative agency, or other governmental body and only provided that the Receiving Party provides prompt, advance written notice thereof to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure. In the event such a protective order is not obtained by the Disclosing Party, the Receiving Party will disclose only that portion of the Confidential Information which its legal counsel advises that it is legally required to disclose. Confidential Information so disclosed will continue to be deemed Confidential Information as between the Parties hereto.

7.4 Remedies. If either Party breaches any of its obligations with respect to confidentiality or unauthorized use or disclosure of Confidential Information hereunder, the other Party is entitled to seek equitable and injunctive relief in addition to all other remedies that may be available to protect its interest.

7.5 Return. Upon the Disclosing Party's written request, the Receiving Party will promptly return or destroy, at the Disclosing Party's option, all tangible copies of the Disclosing Party's Confidential Information.

8. DATA SECURITY.

8.1 Data Security. Pequity will: (a) protect the security and integrity of all Client Data that is collected, accessed, stored or received by Pequity in connection with the Platform or the performance of the Services, including, without limitation all End User Data; and (b) develop, implement and maintain a written comprehensive security program (**"Security Program"**) with administrative, technical and physical safeguards to protect the Client Data against any unauthorized disclosure or use of such data and any anticipated or reasonably foreseeable threats or hazards to the security or integrity of such Client Data. The Security Program must comply with all applicable federal and state privacy laws. To the extent that Pequity processes Personal Data subject to the GDPR (as both terms are defined in the DPA), Pequity shall comply with its obligations under the DPA.

8.2 Client Responsibility for Data and Security. Client and its Authorized Users will have access to the Client Data and will be responsible for all changes to and/or deletions of Client Data and the security of all passwords and other usernames and passwords required in order to access the Platform and the Services. Client will have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data. Pequity is not obligated to back up any Client Data and the Client is solely responsible for creating backup copies of any Client Data at Client's sole cost and expense.

8.3 End User Notice. If any disclosure, use or breach of any End User Data requires Client, under applicable laws or regulations, to make a disclosure to any third party, Client will be solely responsible for making such disclosure, including determining the content, methods, and means of such disclosure. Pequity will reasonably cooperate with Client in formulating the disclosure, but Pequity will not make any such disclosure at its own initiative without Client's prior consent. To the extent the breach is caused by or related to a breach of the Agreement by Pequity (or its employees, contractors, service providers, representatives, or advisors), Pequity will pay all reasonable costs and expenses of: (a) such disclosures and notification (including any legal or forensic expenses, fulfillment service expenses, or call center expense relating to the breach); and (b) any applicable monitoring and reporting on the impacted individuals' credit records or the restoration of the impacted individuals' credit or identity.

9. INDEMNIFICATION.

9.1 Indemnification by Pequity. Pequity will defend at its expense any suit brought against Client, and will pay any settlement Pequity makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party asserting that the Platform, Services, or the use thereof (as permitted under this Agreement) infringes or misappropriates any third party's Intellectual Property Rights ("**Claim**"). If the Platform or Services becomes the subject of a Claim or if Pequity believes that the Platform or Services is likely to become the subject of a Claim, Pequity may, at its sole discretion and expense: (a) obtain a license from such third party for the benefit of Client; (b) replace or modify the Platform or Services (**"Replacement"**) so it is no longer the subject of a Claim so long as such Replacement performs substantially the same functions as the Platform or Services at issue; or (c) if neither of the foregoing is commercially feasible, terminate this Agreement and refund all Charges for any pre-paid SaaS Charges or Professional Services Charges (as applicable). Notwithstanding the foregoing, Pequity will have no obligation under this Section or otherwise with respect to any infringement claim based upon: (x) any use of the Platform or Services not in accordance with this Agreement or as specified in the Documentation; (y) any use of the Platform or Services in combination with other products, equipment, software or data not supplied by Pequity; or (z) any modification of the Platform or Services by any person other than Pequity or its authorized agents (collectively, the "**Exclusions**" and each, an "**Exclusion**"). This Section states the sole and exclusive remedy of Client and the entire liability of Pequity, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.

9.2 Indemnification by Client. Client will defend at its expense any suit brought against Pequity, and will pay any settlement Client makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a third party claim arising out of or relating to: (a) an Exclusion; or (b) Client's breach or alleged breach of Sections 2.5 or 11.2. This Section states the sole and exclusive remedy of Pequity and the entire liability of Client, or any of its officers, directors, employees, shareholders, contractors or representatives, for the claims and actions described herein.

9.3 Procedure. The indemnifying Party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified Party promptly notifying the indemnifying Party in writing of any threatened or actual claim or suit; (b) the indemnifying Party having sole control of the defense or settlement of any claim or suit; and (c) the indemnified Party cooperating with the indemnifying Party to facilitate the settlement or defense of any claim or suit.

10. LIMITATION OF LIABILITY.

10.1 EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION, INFRINGEMENT OR OTHER CONTRACT OR TORT CLAIMS) EXCEED THE TOTAL CHARGES PAID BY CLIENT TO PEQUITY DURING THE MOST RECENT 12 MONTH PERIOD PRIOR TO THE LAST EVENT GIVING RISE TO LIABILITY.

10.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT EVEN IF INFORMED OF THE POSSIBILITY THEREOF IN ADVANCE.

10.3 THE PARTIES EACH ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 10 (LIMITATION OF LIABILITY) WILL NOT APPLY TO ANY LOSSES AS THE RESULT OF: (A) A PARTY'S PAYMENT TO A THIRD PARTY UNDER THE INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (B) A BREACH OF LICENSES OR INTELLECTUAL PROPERTY RIGHTS GRANTED HEREIN.

10.4 Except as otherwise expressly provided herein, all rights and remedies of the Parties are separate and cumulative. The waiver or failure of either Party to exercise in any respect any right or remedy provided herein will not be deemed a waiver of any further right or remedy hereunder.

11. REPRESENTATIONS AND WARRANTIES.

11.1 Pequity Limited Warranty. Pequity represents and warrants that:

(a) the Services will be performed consistent with generally accepted industry practices; and

(b) the Platform will perform in accordance with the service levels set forth on Exhibit A (Service Levels).

Client must report any deficiencies in the performance of the above warranties to Pequity in writing within thirty (30) days of the non-conformance. Provided the Client has complied with the foregoing, for any breach of the above warranties, Client's exclusive remedy, and Pequity's entire liability, will be the re-performance of the Services and if Pequity fails to re-perform the Services as warranted, Client's sole and exclusive remedy shall be to terminate this Agreement pursuant to Sections 6.2 and 6.3.

11.2 Client Warranty. Client represents and warrants that:

(a) it has procured all applicable consents required to provide the Client Data to Pequity for the performance of the Services and to grant all rights to Client Data as specified herein, including in accordance all applicable privacy laws;

(b) the Client Data will not: (i) infringe or misappropriate any third party's Intellectual Property Rights; (ii) be deceptive, defamatory, obscene, pornographic or unlawful; (iii) contain any viruses, worms or other malicious computer programming codes intended to damage the

Platform; and (iv) otherwise violate the rights of a third party (including under all applicable privacy laws); and

(c) neither Client, nor any of its Affiliates, nor any of their respective Authorized Users, shall upload to the Platform any Client Data that contains any sensitive personal information (such as financial, medical or other sensitive personal information such as government IDs, passport numbers or social security numbers).

11.3 DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION AND AS PERMITTED BY LAW, WARRANTIES AS TO SATISFACTORY QUALITY, MERCHANTABILITY, ACCURACY OF RESULTS, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. PEQUITY DOES NOT WARRANT THAT THE PLATFORM OR THE SERVICES WILL BE COMPLETELY ERROR FREE OR THAT THE USE OF THE PLATFORM WILL BE UNINTERRUPTED OR PROBLEM OR ERROR-FREE.

12. GENERAL.

12.1 Force Majeure. Any delay in the performance of any duties or obligations of either Party (except for the obligation to pay Charges owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, war, fire, earthquake, typhoon, flood, natural disasters, governmental action, pandemic/epidemic, cloud-service provider outages any other event beyond the control of such Party, provided that such Party uses reasonable efforts, under the circumstances, to notify the other Party of the circumstances causing the delay and to resume performance as soon as possible.

12.2 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.3 Assignment. This Agreement will be binding on the Parties hereto and their respective successors and assigns. Neither Party may, or will have the power to, assign this Agreement without the prior written consent of the other Party, except that either Party may assign its rights and obligations under this Agreement, in whole or in part, to any then-existing Affiliate of such Party or in the event of any merger, sale of all or substantially all of such Party's assets, or other similar transaction, without the prior approval of the other Party, provided that in no event will such assignment relieve such Party of its obligations under this Agreement.

12.4 Subcontracting. Pequity may subcontract any of its obligations under this Agreement without the prior written consent of Client, provided that Pequity will be fully responsible for the performance, acts, and omissions of any permitted subcontractor.

12.5 Export. The Parties will not export, directly or indirectly, any technical data acquired from the other Party pursuant to this Agreement (including the Platform) to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

12.6 Governing Law; Venue. This Agreement is governed by and construed in all respects in accordance with the laws of the State of California, U.S.A. other than such laws, rules, regulations,

statutes, and case law that would result in the application of the laws of a State other than California (without regard to conflicts of laws principles). The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any claim, whether based on contract, tort or other legal theory (including, but not limited to, any claim of fraud or misrepresentation), arising out or relating to this Agreement, including its interpretation, performance, breach or termination, not resolved by good faith negotiations and escalation as specified below, will be brought only in the United States District Court for the Northern District of California or, if such court would not have jurisdiction over the matter, then only in the State courts located in San Francisco County, California, and each of the Parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. Service of process in any such action may be affected in the manner provided in Section 12.8 (Notices) for delivery of notices.

12.7 Interpretation. If any provision of this Agreement is found to be unenforceable, such provision will be deemed to be deleted or narrowly construed to such extent as is necessary to make it enforceable, and this Agreement will otherwise remain in full force and effect.

12.8 Notices. Except as provided in any express provision of this Agreement, any notice, request, approval, authorization, consent, demand or other communication required or permitted to be given or made pursuant to this Agreement will be in writing (except where oral notice is specifically authorized in this Agreement) and will be deemed given upon actual receipt (or independent confirmation thereof) of notice by registered or certified United States mail, return receipt requested, postage prepaid and addressed to Client at the address provided on the Order or through the Platform and Pequity at the address provided herein or as communicated on the Platform. A Party may from time to time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date, at least twenty (20) days from the date of the notice, upon which it will become effective.

12.9 Orders. All Orders and SOWs are subject to and incorporate this Agreement, including its Exhibits. If there is a conflict between: (a) an Order or SOW; and (b) this Software-as-a-Service Agreement, this Software-as-a-Service Agreement takes precedence, unless the Order or SOW expressly provides otherwise.

12.10 Counterparts. This Agreement may be executed in counterparts, including execution by pdf or other electronic transmission, which, when taken together, will be deemed to constitute one and the same Agreement.

12.11 Free Tiers. If at any time Client adds on or is using a free tier of the Services, provided by Pequity, Client acknowledges that Pequity reserves the right to display ads within the Software, during the Client's use of the free tier of said Services. Notwithstanding anything to the contrary herein, Pequity reserves the right to terminate access to the Services immediately and at any time if Client is using a free tier of the Services.

12.12 Billing Cycles. All Charges as outlined in the applicable Order Form for the then current Term are to be paid upfront in a lump sum, unless indicated otherwise. In the event that Client wishes to pay Charges under this Agreement, and its current and subsequent Order Forms on an annualized basis, such Charges shall be subject to a 4% administration fee in each instance on top of the outlined Order Form Charges.

12.13 Publicity. All media releases, public announcements and public disclosures by either Party relating to this Agreement, including promotional or marketing material, but not including any disclosure required by legal or regulatory requirements, shall be approved in writing by the other Party prior to such release. Neither Party shall use the name of the other, in part or whole, or any of their trademarks or trade names of the other without the other's prior written approval.

12.14 Entire Agreement. This Agreement (including its Orders, SOWs, and Exhibits) constitute the entire agreement between Pequity and Client with respect to the subject matter of this Agreement, and may only be modified by a written amendment or addendum signed by both Pequity and Client. No employee, agent, or other representative of either Pequity or Client has authority to bind the other with regard to any statement, representation, warranty, or other expression unless it is specifically included within the express terms of this Agreement or a written addendum signed by both Pequity and Client. All purchase orders, prior agreements, representations, statements, proposals, negotiations, understandings, and undertakings with respect to the subject matter of this Agreement are superseded by this Agreement.

12.15 Applicability of this Agreement. This Agreement shall apply by default to any individual, entity, or organization, or Client that accesses or uses Pequity's Services, unless and until the Client has entered into a separate written Order or agreement with Pequity. In the event of any conflict between this Agreement and a separately executed agreement and Order, the terms of the executed agreement and Order shall supersede this Agreement.

EXHIBIT A
SERVICE LEVEL AGREEMENT

1. DEFINITIONS. For the purposes of this Exhibit A, the following definitions shall apply:

1.1 "**Availability**" or "**Available**" means that the Platform is available for use and properly functioning for use in accordance with this Agreement.

1.2 "**Downtime**" means the total number of minutes in a given month that the Platform is not Available.

1.3 "**Scheduled Maintenance**" means the total number of minutes in a given month for a planned, defined, and scheduled period of time during which Pequity performs routine maintenance on the Platform. Pequity will endeavor to give Client at least two (2) business days prior written notice (email to suffice) of any such Scheduled Maintenance, including anticipated duration of the outage. Pequity shall use commercially reasonable efforts to ensure that any planned outages, unless considered urgent by Pequity in its discretion, will be conducted during non-business hours (based on San Francisco time).

2. UPTIME REQUIREMENT. Pequity will make commercially reasonable efforts to ensure that the Platform will be Available at least 99.9% of the time ("**Uptime Requirement**") as measured over each calendar month during the term of any Order. The following shall be excluded from any calculation to determine whether Pequity has complied with the Uptime Requirement: (a) Scheduled Maintenance; (b) Downtime resulting from any acts or omissions by Client or an authorized end-user that are not in accordance with this Agreement, including without limitation, any negligence, willful misconduct or use of the SaaS Services or the Platform in breach of this Agreement; (c) delays or outages caused by any third-party services; (d) any restrictions imposed by any such third-party services; and (e) Downtime resulting from a force majeure, as set forth in the Agreement.

3. SERVICE LEVEL DISRUPTION. Pequity will inform Client by email (or other prompt means of communication if email is unavailable) of any service disruption of a significant nature (i.e. greater than 1 hour). Pequity will make commercially reasonable efforts to restore service as soon as practicable and inform Client once service has been restored.

4. RESPONSE TIMES.

The following support applies if Client has acquired Standard Support in connection with an Order.

Standard Support Service Level Agreement

Severity Level	Case Priority (Internal Only)	Description	*Targeted Response Time
Critical	High	Outage	Immediate
Urgent	High	Issue(s) impacting business operations	Within 1 hour
Minor	Medium	Disruption to a feature that does not affect business operations	Within 24 hours

Informational	Low	Request for information or FYI	Within 48 hours
*Targeted Response Times are a goal. Resolution Times will vary depending on the type of issue and scope of resolution.			

Exhibit B

Data Processing Addendum

This **Data Processing Addendum** is entered into as of the Agreement Effective Date by and between you ("**Customer**") and Pequity Inc. ("**Pequity**" or "**Supplier**").

1. INTERPRETATION

1.1 In this Data Processing Addendum the following terms shall have the meanings set out in this Paragraph 1, unless expressly stated otherwise:

(a) "**Agreement Effective Date**" means the day You are accepting the Terms of Use or entering into this Data Processing Addendum with Pequity.

(b) "**Agreement**" means the Terms of Use of Pequity website located at www.getpequity.com entered into by and between the parties.

(c) "**Anonymised Data**" means any Customer Personal Data, which has been anonymised such that the Data Subject to whom it relates cannot be identified, directly or indirectly, by Supplier or any other party reasonably likely to receive or access that anonymised Personal Data.

(d) **"CCPA**" means the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General.

(e) "**Cessation Date**" has the meaning given in Paragraph 9.1.

(f) "**Customer Personal Data**" means any Personal Data Processed by or on behalf of Supplier on behalf of Customer under the Agreement.

(g) "**Data Subject Request**" means the exercise by Data Subjects of their rights under, and in accordance with, Chapter III of the GDPR, in respect of Customer Personal Data.

(h) "**Data Subject**" means the identified or identifiable natural person to whom Customer Personal Data relates.

(i) "**Delete**" means to remove or obliterate Personal Data such that it cannot be recovered or reconstructed, and "**Deletion**" shall be construed accordingly.

(j) "**EEA**" means the European Economic Area.

(k) "**EU GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

(l) "**EU Restricted Transfer**" means a transfer of Personal Data to any person, which would be prohibited without a legal basis therefor under Chapter V of the EU GDPR.

(m) "**EU Standard Contractual Clauses**" means the standard contractual clauses issued or approved by the European Commission from time-to-time for the transfer of Personal Data from Customer in the EEA to Supplier in the United States or in any other Restricted Countries.

(n) "**GDPR**" means the UK GDPR and/or EU GDPR (as applicable), together with any applicable implementing or supplementary legislation in any member state of the EEA or the UK (including the UK Data Protection Act 2018). References to "**Articles**" and "**Chapters**" of, and other relevant defined terms in, the GDPR shall be construed accordingly.

(o) "**Personnel**" means a person's employees, agents, consultants or contractors.

(p) "**Relevant Body**", in the context of the UK and the UK GDPR, means the UK Information Commissioner's Office and/or UK Government (as and where applicable); and/or in the context of the EEA and EU GDPR, means the European Commission.

(q) "**Restricted Country**":

(i) in the context of the UK, means a country or territory outside the UK; and

(ii) in the context of the EEA, means a country or territory outside the EEA (which shall, as and where applicable, be interpreted in line with Article FINPROV.10A(1) of the Trade and Cooperation Agreement between the EU and the UK),

that the Relevant Body has not deemed to provide an 'adequate' level of protection for Personal Data pursuant to a decision made in accordance with Article 45(1) of the GDPR.

(r) "**Restricted Transfer**" means the disclosure, grant of access or other transfer of Personal Data to any person, which would be prohibited without a legal basis therefor under Chapter V of the GDPR.

(s) "**Services**" means those services and activities to be supplied to or carried out by or on behalf of Supplier for Customer pursuant to the Agreement.

(t) "**Standard Contractual Clauses**" means the EU Standard Contractual Clauses and/or UK Standard Contractual Clauses (as applicable).

(u) "**Subprocessor**" means any third party appointed by or on behalf of Supplier to Process Customer Personal Data.

(v) "**Supervisory Authority**" in the context of the UK and the UK GDPR, means the UK Information Commissioner's Office; and in the context of the EEA and EU GDPR, shall have the meaning given to that term in Article 4(21) of the EU GDPR.

(w) "**UK GDPR**" means the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018, as amended (including by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019).

(x) "**UK Restricted Transfer**" means a transfer of Personal Data to any person, which would be prohibited without a legal basis therefor under Chapter V of the UK GDPR.

(y) "**UK Standard Contractual Clauses**" means the standard contractual clauses issued or approved by the UK Information Commissioner's Office from time to time for the transfer of Personal Data from Customer in the UK to Supplier in the United States or other Restricted Country.

1.2 In this Data Processing Addendum:

(a) the terms, "**Controller**", "**Processor**", "**Personal Data**", "**Personal Data Breach**" and "**Process/Processing/Processed**" shall have the meaning ascribed to the corresponding terms in the GDPR;

(b) unless otherwise defined in this Data Processing Addendum, all capitalised terms in this Data Processing Addendum shall have the meaning given to them in the Agreement.

1.3 Customer warrants and represents that the Processing delegated to Supplier under the Agreement is subject to the territorial scope of the GDPR or CCPA as determined in accordance therewith (including pursuant to Article 3 of the GDPR). Customer further agrees that to the extent that the same is not in fact subject to the territorial scope of the GDPR or CCPA, this Data Processing Addendum shall be deemed automatically void with effect from the Agreement Effective Date without requirement of notice.

2. PROCESSING OF CUSTOMER PERSONAL DATA

2.1 The parties acknowledge that Supplier acts as a Processor; and Customer acts as the Controller.

2.2 Supplier shall comply with the GDPR and CCPA in Processing Customer Personal Data; and not Process Customer Personal Data other than on Customer's instructions; and as required by applicable laws. To the extent permitted by applicable laws, Supplier shall inform Customer of any Processing to be carried out as required by applicable laws and the relevant legal requirements that require it to carry out such Processing, before the relevant Processing of that Customer Personal Data.

2.3 Annex 1 & Annex 2 (*Data Processing Details*) sets out certain information regarding Supplier's Processing of Customer Personal Data as required by Article 28(3) of the GDPR and Cal. Civ. Code § 1798.140(c) of the CCPA

2.4 Notwithstanding anything to the contrary herein, Supplier may terminate the Agreement in its entirety upon written notice to Customer with immediate effect if Supplier considers (in its reasonable discretion) that:

(a) it is unable to adhere to, perform or implement any instructions issued by Customer due to the technical limitations of its systems, equipment and/or facilities; and/or

(b) to adhere to, perform or implement any such instructions would require disproportionate effort (whether in terms of time, cost, available technology, manpower or otherwise).

2.5 Customer represents and warrants on an ongoing basis that, for the purposes of Article 6 of the GDPR, and (where applicable) Article 9 and/or Article 10 of the GDPR, there is, and will be throughout the term of the Agreement, a valid legal basis and (where applicable) condition for the Processing by Supplier of Customer Personal Data in accordance with this Data Processing Addendum and the Agreement (including, any and all instructions issued by Customer from time to time in respect of such Processing).

3. SUPPLIER PERSONNEL

3.1 Supplier shall take reasonable steps to ensure the reliability of any Supplier Personnel who Process Customer Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. SECURITY

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk (which may be of varying likelihood and severity) for the rights and freedoms of natural persons, Supplier shall implement appropriate technical and organisational measures in relation to Customer Personal Data to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security, Supplier shall take account in particular of the risks presented by the Processing, in particular from a Personal Data Breach.

4.3 Upon request, Supplier will provide Customer with a list of the implemented security measures.

5. SUBPROCESSING

5.1 Customer authorises Supplier to appoint Subprocessors in accordance with this Paragraph 5.

5.2 Supplier may continue to use those Subprocessors already engaged by Supplier as at the date of this Data Processing Addendum as listed in the Annex 3 to this Data Processing Addendum, subject to Supplier meeting within a reasonable timeframe (or having already met) the obligations set out in Paragraph 5.3.

5.3 Supplier shall give Customer prior written notice of the appointment of any proposed Subprocessor, including reasonable details of the Processing to be undertaken by the Subprocessor. If, within fourteen (14) days of receipt of that notice, Customer notifies Supplier in writing of any objections (on reasonable grounds) to the proposed appointment, Supplier shall use reasonable efforts to make available a commercially reasonable change in the provision of the Services, which avoids the use of that proposed Subprocessor. If such a change cannot be made within fourteen (14) days from Supplier receipt of Customer's notice, no commercially reasonable change is available, and/or Customer declines to bear the cost of the proposed change, either party may by written notice to the other party with immediate effect terminate the Agreement either in whole or to the extent that it relates to the Services which require the use of the proposed Subprocessor.

5.4 With respect to each Subprocessor, Supplier shall ensure that the arrangement between Supplier and the Subprocessor is governed by a written contract including terms which offer at least an equivalent level of protection for Customer Personal Data as those set out in this Data Processing Addendum.

6. DATA SUBJECT RIGHTS

6.1 Considering the nature of the Processing, Supplier shall provide Customer with such assistance as may be reasonably necessary and technically possible in the circumstances, to assist Customer in fulfilling its obligation to respond to Data Subject Requests.

6.2 Supplier shall promptly notify Customer if it receives a Data Subject Request, and ensure that it does not respond to any Data Subject Request except on the written instructions of Customer (and in such circumstances, at Customer's cost) or as required by applicable laws.

7. PERSONAL DATA BREACH

7.1 Supplier shall notify Customer without undue delay upon Supplier becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information (insofar as such information is, at such time, within Supplier's possession) to allow Customer to meet any obligations under the GDPR or CCPA to report the Personal Data Breach to affected Data Subjects or the relevant Supervisory Authority(ies) (as may be determined in accordance with the GDPR or CCPA).

7.2 Supplier shall, at Customer's sole cost and expense, co-operate with Customer and take such reasonable commercial steps as may be directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

8.1 Supplier shall provide reasonable assistance to Customer, at Customer's cost, with any data protection impact assessments, and prior consultations with Supervisory Authorities, which Customer reasonably considers to be required of it by Article 35 or Article 36 of the GDPR, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing by, and information available to, Supplier.

9. DELETION

9.1 Subject to Paragraph 9.2 and 9.4, upon the date of cessation of any Services involving the Processing of Customer Personal Data (the "**Cessation Date**"), Supplier shall immediately cease all Processing of the Customer Personal Data for any purpose other than for storage.

9.2 Customer hereby acknowledges and agrees that, due to the nature of the Customer Personal Data Processed by Supplier, return (as opposed to Deletion) of Customer Personal Data is not a reasonably practicable option in the circumstances. Having regard to the foregoing, Customer agrees that (for the purposes of Article 28(3)(g) of the GDPR) it is hereby deemed (at the Cessation Date) to have irrevocably selected Deletion, in preference of return, of the Customer Personal Data. Under the Cal. Civ. Code § 1798.105 of the CCPA, the Customer has the right to request the deletion of Personal Data.

9.3 To the fullest extent technically possible in the circumstances, within thirty (30) days after the Cessation Date, Supplier shall either (at its option) delete; or irreversibly render Anonymised Data, all Customer Personal Data then within Supplier's possession.

9.4 Supplier and any Subprocessor may retain Customer Personal Data where required by applicable law, for such period as may be required by such applicable law, provided that Supplier

and any such Subprocessor shall ensure the confidentiality of all such Customer Personal Data; and that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the applicable law requiring its storage and for no other purpose.

10. AUDIT RIGHTS

10.1 Supplier shall make available to Customer on request such information as Supplier (acting reasonably) considers appropriate in the circumstances to demonstrate its compliance with this Data Processing Addendum.

10.2 Subject to Paragraphs 10.3 and 10.4, in the event that Customer (acting reasonably) is able to provide documentary evidence that the information made available by Supplier pursuant to Paragraph 10.1 is not sufficient in the circumstances to demonstrate Supplier's compliance with this Data Processing Addendum, Supplier shall allow for and contribute to audits, including on-premise inspections, by Customer or an auditor mandated by Customer in relation to the Processing of the Customer Personal Data by Supplier.

10.3 Customer shall give Supplier reasonable notice of any audit or inspection to be conducted under Paragraph 10.1 (which shall in no event be less than fourteen (14) days' notice unless required by a Supervisory Authority pursuant to Paragraph 10.4(f)(i)) and shall use its best efforts (and ensure that each of its mandated auditors uses its best efforts) to avoid causing, and hereby indemnifies Supplier in respect of, any damage, injury or disruption to Supplier's premises, equipment, Personnel, data, and business (including any interference with the confidentiality or security of the data of Supplier's other customers or the availability of Supplier's services to such other customers) while its Personnel and/or its auditor's Personnel (if applicable) are on those premises in the course of any on-premise inspection.

10.4 Supplier need not give access to its premises for the purposes of such an audit or inspection:

(a) to any individual unless he or she produces reasonable evidence of their identity and authority;

(b) to any auditor whom Supplier has not given its prior written approval (not to be unreasonably withheld);

(c) unless the auditor enters into a non-disclosure agreement with Supplier on terms acceptable to Supplier;

(d) where, and to the extent that, Supplier considers, acting reasonably, that to do so would result in interference with the confidentiality or security of the data of Supplier's other customers or the availability of Supplier's services to such other customers;

(e) outside normal business hours at those premises; or

(f) on more than one occasion in any calendar year during the term of the Agreement, except for any additional audits or inspections which Customer is required to carry out under the GDPR or by a Supervisory Authority, where Customer has identified the relevant requirement in its notice to Supplier of the audit or inspection.

10.5 Customer shall bear any third party costs in connection with such inspection or audit and reimburse Supplier for all costs incurred by Supplier and time spent by Supplier (at Supplier's then-current professional services rates) in connection with any such inspection or audit.

11. RESTRICTED TRANSFERS

11.1 Subject to Paragraph 11.4, to the extent that any Processing by either Supplier or any Subprocessor of Customer Personal Data involves a Restricted Transfer to the United States or to another Restricted Country, the parties agree that Customer – as "data exporter"; and Supplier or Subprocessor (as applicable) – as "data importer", shall enter into the Standard Contractual Clauses in respect of that Restricted Transfer and the associated Processing in accordance with Paragraph 11.4.

11.2 In relation to any EU Restricted Transfer associated with the Processing by Supplier in the United States or other Restricted Countries, the parties shall comply with their respective obligations set out in the EU Standard Contractual Clauses, which are deemed to be entered into with effect from the first date of any such EU Restricted Transfer.

11.3 In relation to any UK Restricted Transfer associated with the Processing by Supplier in the United States or other Restricted Country, the parties shall comply with their respective obligations set out in the UK Standard Contractual Clauses, which are deemed to be entered into with effect from the first date of any such UK Restricted Transfer. In respect of any UK Standard Contractual Clauses entered into pursuant to this Section:

(i) Customer shall act as the data exporter and Supplier shall act as the data importer and the details on pages 1 to 3 of such UK Standard Contractual Clauses shall be populated with the corresponding information set out on this Data Processing Addendum;

(ii) Clause 9 of such UK Standard Contractual Clauses shall be populated as follows: "The Clauses shall be governed by the law of the country of the United Kingdom in which the data exporter is established";

(iii) Clause 11(3) of such UK Standard Contractual Clauses shall be populated as follows: "The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the laws of the country of the UK where the exporter is established";

(iv) for purposes of Appendix 1 to the UK Standard Contractual Clauses, the categories of data subjects, data, special categories of data (if appropriate), and the Processing operations shall be populated with the corresponding information set out in Annex 1 to this Data Processing Addendum; and

(v) Appendix 2 to the UK Standard Contractual Clauses shall be populated by selecting Option 2 and populating it as follows: "The following is the description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c): those security measures established and maintained under Paragraph 4 of the Data Processing Addendum".

11.4 Notwithstanding the foregoing, (i) the EU Standard Contractual Clauses will not apply to the extent an alternative recognized compliance standard under Chapter V of the EU GDPR for

the lawful transfer of Personal Data outside the EEA applies to the relevant EU Restricted Transfer; and (ii) the UK Standard Contractual Clauses will not apply to the extent an alternative recognized compliance standard under Chapter V of the UK GDPR for the lawful transfer of Personal Data outside the UK applies to the relevant UK Restricted Transfer.

12. CHANGE IN LAWS

12.1 In the event that there is a change in the GDPR or CCPA that Supplier considers (acting reasonably) would mean that Supplier is no longer able to provide the Services (including any Processing and/or Restricted Transfer(s) of Customer Personal Data) in accordance with its obligations under the GDPR or CCPA, Supplier reserves the right to make such changes to the Services and to amend any part of this Data Processing Addendum as it considers reasonably necessary to ensure that Supplier is able to provide the Services in accordance with the GDPR or CCPA.

12.2 In the event that Customer considers (acting reasonably) that any required changes made either to the Services and/or this Data Processing Addendum pursuant to Paragraph 12.1 will cause material and irreparable harm to Customer may terminate the Agreement in its entirety upon written notice to Customer with immediate effect.

13. INCORPORATION AND PRECEDENCE

13.1 This Data Processing Addendum shall be incorporated into and form part of the Agreement with effect from the Agreement Effective Date.

13.2 In the event of any conflict or inconsistency between:

(a) this Data Processing Addendum and the Agreement, this Data Processing Addendum shall prevail; or

(b) any provision in this Data Processing Addendum and any provision in the Standard Contractual Clauses, the relevant provision in the Standard Contractual Clauses shall prevail and govern in preference to the relevant provision in this Data Processing Addendum to the extent of such conflict or inconsistency; provided that, it is agreed that the following shall apply:

(i) upon Customer's request under Clause 5(j) of the UK Standard Contractual Clauses that Supplier provide copies of the Subprocessor agreements to Customer, Supplier may remove or redact all commercial information and/or any clauses unrelated the UK Standard Contractual Clauses or their equivalent beforehand;

(ii) the audits described in Clauses 5(f) and 12(2) of the UK Standard Contractual Clauses and in Clauses 8.9(c) and 8.9(d) of the EU Standard Contractual Clauses shall be performed in accordance with Paragraph 10 of this Data Processing Addendum;

(iii) Paragraph 5 of this Data Processing Addendum constitutes Customer's prior written consent to the subcontracting by Supplier of the Processing of Personal Data if such consent is required under Clause 5(h) of the UK Standard Contractual Clauses and Clause 9(a) of the EU Standard Contractual Clauses, in respect of which the parties are deemed to have selected Option 2; and

(iv) certification of deletion of Personal Data as described in Clause 12(1) of the UK Standard Contractual Clauses and Clauses 8.5 and 16(d), of the EU Standard Contractual Clauses shall be provided upon Customer's request.

Annex 1 to Data Processing Addendum

Data Processing Details for GDPR

This Annex 1 includes certain details of the Processing of Customer Personal Data: as required by Article 28(3) GDPR; and (where applicable in accordance with Paragraph 11) to populate Appendix 1 to the Standard Contractual Clauses.

Supplier's activities

- Pequity provides a platform that helps Customer automate its human resources workflow and benchmark its compensation decisions against market trends.

Subject matter and duration of the Processing of Customer Personal Data

- The subject matter and duration of the Processing of the Customer Personal Data are set out in the Terms of Use and the Data Processing Addendum.

The nature and purpose of the Processing of Customer Personal Data

- The nature and purpose of the Processing is Pequity's provision of the Services.

The types of Customer Personal Data to be Processed

- Full name
- Business email
- Salary information
- Address information
- IP Address

The categories of Data Subject to whom the Customer Personal Data relates

- Customer's Personnel

The obligations and rights of Customer

The obligations and rights of Customer are set out in the Agreement and the Data Processing Addendum.

Annex 2 to Data Processing Addendum

Data Processing Details for CCPA

This Annex 2 includes certain details of the Processing of Customer Personal Data: as required by Cal. Civ. Code §§ 1798.100(a)(b) CCPA.

Supplier's activities

- Pequity provides a platform that helps Customer automate its human resources workflow and benchmark its compensation decisions against market trends.

Subject matter and duration of the Processing of Customer Personal Data

- The subject matter and duration of the Processing of the Customer Personal Data are set out in the Terms of Use and the Data Processing Addendum.

The nature and purpose of the Processing of Customer Personal Data

- The nature and purpose of the Processing is Pequity's provision of the Services.

The types of Customer Personal Data to be Processed

- Full name
- Business email
- Salary information
- Address information
- IP Address

The categories of Data Subject to whom the Customer Personal Data relates

- Customer's Personnel

The obligations and rights of Customer

The obligations and rights of Customer are set out in the Agreement and the Data Processing Addendum.

Annex 3 to Data Protection Agreement
List of Subprocessors

Subprocessor	**Function**	**Address**	**Contact person's name, position and contact details**
Cloudflare	Load Balancing & Security	101 Townsend St, San Francisco, CA, 94107	N/A
Greenhouse	ATS & HRIS Data Transmission	575 market Street, Suite #1750, San Francisco, CA, 94105	N/A
Merge	HRIS/ATS Integrations	415 Mission Street 37F (WeWork), San Francisco, CA, 94105	N/A
Pendo	Analytics	150 Fayetteville St, Raleigh, NC. United States, 27601	N/A
Sentry	Error Monitoring	N/A	N/A
Salesforce	Customer Relationship Management	Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, CA 94105	N/A
Lucid Chart	Compensation Cycle Data Management	10355 S Jordan Gateway, Suite 150, South Jordan, UT 84095	N/A
Data Dog	Application Performance Monitoring and Security	620 8th Ave 45th Floor New York, NY 10018 USA	N/A
Amazon Web Services	Cloud Hosting	410 Terry Avenue North, Seattle, WA	N/A
Github	Code Repository	88 Colin P. Kelly Jr. Street, San Francisco, California, UnitedStates, 94107	N/A
Hashicorp	Cloud Infrastructure	101 2ND STREET, SUITE 700, San Francisco, California, USA, 94105	N/A
Appcues	Usage data/Analytics reporting	68 Harrison Ave 605, PMB 94414, Boston,	N/A

		MA 02111, United States	
Sonarqube	Code Quality Analysis	SonarSourceSA Route de Pré-Bois 1, CH - 1214, Vernier, Switzerland	N/A
Atlassian (JIRA)	Ticket Management	350 Bush St #13, San Francisco	N/A
Amazon Web Services EMEA SARL	Cloud Hosting	38 Avenue Jogn F Kennedy 38, L-1855 Luxembourg	Leyre Fernandez