

Master Services Agreement

Last Updated: September 16, 2026

Subject to the terms and conditions of this Master Services Agreement (this “**Agreement**”), PerkCity, Inc., a Delaware corporation d/b/a Nectar HR (“**Company**”), will provide to you (“**Client**” or “**you**”) the services and subscription set forth in the order form delivered by the Company or our authorized sales representative (the “**Services**”).

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU ACCESS THE SERVICES OR COMPLETE YOUR ORDER FORM WITH THE COMPANY. This Agreement is expressly incorporated into the Company’s order form by placement of a link that you can access and review. If you complete an order for the Services—even if you elect not to open the link to this Agreement when available to you—you (A) accept and agree to be bound by this Agreement and (B) represent that you may act on behalf of your organization if you are a representative of the Client who is subscribing to the Services.

1. ACCESS TO THE SERVICES.

1.1 Provision of Access. The Services are provided by the Company to you as a ‘*software-as-a-service*’ subscription, meaning that Client does not have (and will not generally receive) a license to download any aspect of the Services, except as expressly described in this Agreement. Subject to the terms and conditions of this Agreement, the Company hereby grants to Client, during the Services Period, a non-exclusive, non-sublicensable, non-transferable, and revocable right to access and use the Services, solely for use by Client and your Authorized Users (defined below). With respect to any Services that Company chooses to provide through distribution of software that Client and your Authorized Users are required to download on their personal devices (such as computers or smartphones), the Company hereby grants Client a non-exclusive, non-transferable, non-sublicensable, and revocable license to use such downloadable Services during the Services Period, conditioned on Client’s and your Authorized Users’ compliance with this Agreement. For purposes of this Agreement, “**Authorized Users**” means Client’s employees, staff, and personnel (i) who are authorized by Client to access and use the Services under the rights granted to Client pursuant to this Agreement and (ii) for whom access to the Services has been purchased by Client under this Agreement and Client’s order form.

1.2 Availability. During the Services Period, the Services will be generally available to Client and your Authorized Users twenty-four (24) hours per day, seven (7) days per week, except during the following circumstances: (i) scheduled downtime for routine or other maintenance, which the Company will communicate to Client in advance; (ii) during any Services Suspension (described in Section 1.5); or (iii) during unforeseen Service disruptions that may reduce access uptime.

1.3 Support Services. The Services include the Company’s standard support services as set forth in this Section 1.3 (the “**Support Services**”). The Company may amend the Support Services from time to time in its sole discretion by providing fifteen (15) days’ notice to Client. Support Services may be withheld if Client is in breach of this Agreement, including, without limitation, if Client has outstanding late payments for its Access Fees (defined below). The Support Services include the following commitments on the part of the Company:

- (i) The Company will use commercially reasonable efforts during the Services Period, consistent with prevailing industry standards, to maintain the Services in a manner which minimizes errors and interruptions in the Services.

(ii) The Company will assist Client in diagnosing errors and malfunctions of the Services, provided that such errors do not relate to errors or malfunctions on the part of systems, platforms, or Equipment (defined below) beyond the Company's control.

(iii) The Company will exercise its best efforts to correct diagnosed errors and malfunctions of the Services promptly after the Company learns of the potential errors or malfunctions.

(iv) The Company and its support personnel will give general technical assistance and maintenance for the Services during regular business hours, which includes availability at the account manager or sales representative email set forth in Client's order form.

1.4 Use Restrictions. Client may use the Services only for Client's and your Authorized Users' internal business purposes and not for any commercialization by Client. In addition, Client will not, directly or indirectly, and will not permit any Authorized User to: (i) reverse engineer, decompile, copy, mirror, disassemble, or otherwise attempt to discover or reproduce the source code, object code, or underlying structure, feature, ideas, know-how, or algorithms relevant to the Services; (ii) modify, translate, or create derivative works based on the Services; (iii) rent, lease, lend, sell, publish, transfer, or otherwise make available the Services beyond Client's internal use and the access described in this Agreement; (iv) build or create applications, programs, or services that are competitive with the Services; (v) remove any proprietary notices or labels from the Services and its underlying features; (vi) use the Services beyond any usage or access limitations set forth in this Agreement or the order form delivered to Client; (vii) use the Services, including any documentation or online platforms relating to the Services, in any manner or for any purpose that infringes, misappropriates, or otherwise violates the intellectual property rights or other rights of any person, or otherwise violates applicable law; or (viii) use the Services to transmit illicit, pornographic, or other material that the Company, in its discretion, deems inappropriate or unwarranted in relation to the purposes of the Services; or (ix) use the Services, including survey functions or internal communication features, to store or transmit highly sensitive or protected Personal Data (including Social Security numbers or Protected Health Information regulated under HIPAA), except to the extent expressly authorized under an executed BAA (defined below) or other written agreement with the Company governing such processing.

1.5 Services Suspension. In connection with the Company's monitoring activities set out in Section 1.6 below, and notwithstanding anything to the contrary in this Agreement, the Company may temporarily suspend all or any portion of Client's access to the Services (a "**Services Suspension**") if any of the following occur:

(i) The Company reasonably determines that (A) there is a threat or attack on any of the Services or the Company's intellectual property rights; (B) Client's use of the Services disrupts or poses a security risk to the Company or to any other client or vendor of Company; (C) Client or your Authorized Users are using the Services for fraudulent, unlawful, or illegal activities; or (D) the Company's provision of the Services to Client is prohibited by applicable law.

(ii) Any vendor or third party provider of the Company has suspended or terminated the Company's access to or use of any third-party services or products required to enable Client to access the Services.

(iii) Client breaches the terms of this Agreement (including any continued failure to pay Access Fees, Reward Fees, or Ancillary Fees under Section 4).

The Company agrees to use commercially reasonable efforts to provide advance written notice of any Services Suspension to Client and to provide updates regarding resumption of access to the Services following any Services Suspension. However, the Company will have no liability for Losses

(defined below) that Client may incur as a result of a Services Suspension if such Losses are a result of actions taken by Client or your Authorized Users in breach of this Agreement.

1.6 Monitoring and Control Over Services. So long as the Company does not materially decrease the functionality of Services during the Services Period: (i) the Company retains sole control over the operation, provision, maintenance, monitoring, management, and performance of the Services, including the selection, deployment, modification, and replacement of any software or operational component of the Services, and maintenance, upgrades, corrections, or repairs thereof; (ii) the Company reserves the right to make any changes to any component or feature of the Services that it deems necessary or useful to maintain or enhance the quality or delivery of Services to its clients in general (so long as such changes do not materially reduce or adversely impact Client's rights under this Agreement); and (iii) the Company may use reasonable or necessary third-party resources and service providers to deliver the Services and perform its obligations under this Agreement.

2. CLIENT RESPONSIBILITIES.

2.1 Account Creation. As part of the subscription process for the Services, you may be prompted to identify an administrative username and password for your business account with the Company (the "**Client Account**"). Client shall be solely responsible for maintaining, retaining, and keeping confidential the Client Account information, including username and password (as well as security preferences selected by Client). If you lose access to, or information concerning, the Client Account, please contact the Company or your designated account manager for assistance. The Company reserves the right to refuse registration of any Client Account or cancel passwords it deems inappropriate under the terms of this Agreement.

2.2 Responsibility for Authorized Users. Client is responsible and liable for all uses of the Services resulting from access provided by Client to your Authorized Users, regardless of whether such access or use is permitted by or in violation of this Agreement. For avoidance of doubt and notwithstanding anything to the contrary herein, Client is responsible for (i) all acts and omissions of Authorized Users that may breach this Agreement (including postings, submissions, and content shared by Authorized Users on the Services platform), (ii) any of the Company's lost business, production, revenues, or profits caused by the Client or your Authorized Users as a result of a breach of this Agreement, and (iii) damages or other losses incurred by the Company as a result of a Data Breach arising from the actions of Client or your Authorized Users. In the event Client terminates an Authorized User's access to the Services (voluntarily or by termination of employment), the Company shall not be liable for reimbursing the Authorized User for any unused points for the Rewards-based system hosted on the Services. Client is responsible for making your Authorized Users aware of this Agreement's provisions to the extent the provisions apply to the Authorized User's access to the Services.

2.3 Equipment Responsibilities. Client is responsible for obtaining and maintaining any equipment, devices, and ancillary services needed to connect to, access, or otherwise use the Services, including, without limitation, operating hardware, modems, servers, software, operating systems, networking, web servers, and other similar components (collectively, "**Equipment**"). Client is also responsible for maintaining the security of the Equipment, and for all uses of the Equipment by Client or your Authorized Users in connection with the Services.

2.4 Third-Party Products. Client is responsible for reviewing and complying with all terms of use for any third-party software, content, service, product, rewards location, or website it voluntarily loads, creates, or accesses when using the Services (collectively, "**Third-Party Products**")—for example, use of third-party purchase websites to redeem rewards. If Client does not agree to abide by the applicable terms for any such Third-Party Products, then Client and your Authorized Users should not install, access, or use those Third-Party Products.

2.5 Sharing of Client Data. Client and Authorized Users may be required to provide certain information or data to the Company to enable the provision of the Services (for example, business emails, employment information, basic IT access information for implementation of the Services, or identifiers of Authorized Users to assist in access to the Services, among other similar information). In addition, Client and Authorized Users may also voluntarily choose to provide this information and data to the Company during the course of their access to the Services (collectively, all such data being "**Client Data**"). The Company acknowledges that, as between the Company and Client, Client and your Authorized Users (for their Personal Data) own all right, title, and interest, including all intellectual property and data privacy rights, in and to the Client Data. For purposes of the Services, Client grants the Company a non-exclusive, worldwide, royalty-free right and license to any intellectual property or other rights underlying the Client Data that are necessary for the Company to perform and support the Services. To the extent that any Client Data must be or is voluntarily shared by Client in connection with the Services, Client shall be solely responsible for lawfully collecting and establishing the legal basis for sharing with the Company all Client Data (including, without limitation, Personal Data included therein).

3. CONFIDENTIALITY; OWNERSHIP RIGHTS; DATA PRIVACY.

3.1 Confidentiality of Information. Each party receiving information under this Agreement (the "**Receiving Party**") understands that the party disclosing the information (the "**Disclosing Party**") has disclosed as of the Effective Date (defined below) or may disclose confidential and non-public technical, proprietary, operational, or financial information relating to the Disclosing Party's business, internal staff, clients and vendors, and services and products (collectively, the "**Confidential Information**"). For purposes of this Agreement, (i) Confidential Information of the Company includes non-public or proprietary information regarding features, functionality, and performance of the Services and its underlying systems; and (ii) Confidential Information of Client includes Client Data. Confidential Information of the parties does not include information that, at the time of disclosure is: (A) in the public domain without breach of the terms of this Agreement; (B) known to the Receiving Party at the time of disclosure without breach of the terms of this Agreement; (C) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (D) independently developed by the Receiving Party, in accordance with applicable law and without breach of the terms of this Agreement.

(i) In connection with receipt of any Confidential Information, the Receiving Party acknowledges and agrees during the Services Period and any Renewal Period, and for a period of three (3) years thereafter (subject to longer retention periods for any Personal Data included therein): (A) to take commercially reasonable precautions to protect the confidentiality and secure nature of all Confidential Information of the Disclosing Party; (B) not to use or divulge to any third person any such Confidential Information, except as permitted under the terms of this Agreement; and (C) to restrict disclosure to the Receiving Party's employees, representatives, officers, staff, service providers, or other agents who have a reasonable need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under this Agreement.

(ii) Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required to: (A) comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (B) establish a party's rights under this Agreement.

(iii) On the expiration or termination of this Agreement or upon the Disclosing Party's earlier request, the Receiving Party shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party, upon

Disclosing Party's written request, that such Confidential Information has been destroyed. Notwithstanding the foregoing, the Company may retain the name and email address of Client and your Authorized Users following termination or expiration of this Agreement for its own internal business purposes, to the extent permitted by applicable law and at all times subject to ongoing confidentiality as to that information. Client acknowledges and agrees that it is solely responsible for exporting or otherwise retaining a copy of any Client Data, including Personal Data, and reports or information from the Services prior to the expiration or termination of this Agreement, to the extent it desires to retain a copy of any such data. To the extent the export or retention of such data includes any of the Company's Confidential Information, such Confidential Information shall remain confidential until such time as it is destroyed by the Client in accordance with this Section. The Company shall have no obligation to maintain or recover any Client Data, including Personal Data, following such expiration or termination, except to the extent required by applicable law, and disclaims all liability for any loss of such data thereafter. Notwithstanding anything herein to the contrary, Company may retain records, policies, procedures, audit logs, incident documentation, and compliance evidence required to be maintained under HIPAA for a minimum period of six (6) years from creation or last effective date, as applicable.

3.2 Ownership Rights. The Company retains all rights not expressly granted to Client in this Agreement. In particular, the Company shall own and retain all right, title, and interest in and to: (i) the Services, all improvements, enhancements, or modifications thereto; (ii) any software, applications, inventions, features, or other technology developed in connection with the Services; (iii) any suggestions or feedback provided to the Company by Client; and (iv) all intellectual property or other applicable rights related to any of the foregoing.

3.3 Use of Aggregated Data. The Company shall have the right to collect and analyze data and information related to Client's use of the Services that is used by the Company in an aggregate and anonymized manner as set out in this Section (the "**Aggregated Data**"). As between the Company and Client, all right, title, and interest in Aggregated Data—provided that it cannot identify Client, any Authorized User, or Client's Confidential Information—belong to and are retained solely by the Company for support, enhancement, and provision of the Services. Client acknowledges that the Company will be free (during and after the Services Period) to: (i) use Aggregated Data to improve and enhance the Services and for other development, diagnostic, and corrective purposes in connection with the Services and other Company ventures; and (ii) disclose Aggregated Data in connection with the Company's business, subject to any applicable privacy laws, and use the Aggregated Data for any other lawful purpose. Notwithstanding the foregoing, the Company shall not use or disclose Protected Health Information subject to HIPAA for product training, analytics, artificial intelligence model training, benchmarking, or other secondary purposes except as expressly permitted under an applicable BAA and HIPAA. Any de-identification of PHI (defined below) shall comply with 45 CFR §164.514.

3.4 Processing of Personal Data.

(i) **Company Obligations.** The Company agrees to collect and process Client Data (including Personal Data) only as a service provider and processor acting on behalf of Client. The Company will not directly or indirectly sell any Client Data or retain, use, or disclose any Client Data for any reason other than for the purpose of providing the Services to Client and Authorized Users under the terms of this Agreement (consistent with the Company's [Privacy Policy](#)). In providing the Services, the Company will exercise commercially reasonable efforts to limit Client Data collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the purposes of this Agreement or another compatible purpose permitted by applicable law.

(ii) **Processing under DPA.** To the extent the Company may receive, maintain, use, or disclose Personal Data on behalf of Client in circumstances or with respect to Personal Data

that is subject to strict U.S. consumer privacy laws (such as CCPA and CPRA) or international data protection laws (such as GDPR) that require a formal data processing agreement, Client acknowledges and agrees that the Company shall engage in processing all Client Data and Personal Data subject to the terms of the Company's standard data processing agreement (the "**DPA**") (available [here](#)), which DPA is incorporated into the terms of this Agreement to the extent necessary.

(iii) **Personal Data.** For purposes of this Agreement, "**Personal Data**" means all personal data and information that (A) is defined as "personal data" or "personal information" under applicable data protection or consumer privacy laws and (B) is provided by Client to the Company (directly or indirectly) for processing, use, or storage as a part of the Company's provision of the Services to Client and your Authorized Users.

(iv) **HIPAA; Protected Health Information.** To the extent Client is a Covered Entity or Business Associate subject to HIPAA and the parties anticipate that Protected Health Information ("**PHI**") may be created, received, maintained, transmitted, or otherwise processed through the Services, the parties shall execute a separate Business Associate Agreement ("**BAA**"). In the event of any conflict between this Agreement and the BAA with respect to PHI, the BAA shall control.

3.5 Security Measures. The Company maintains industry standard technical and organizational measures to secure its systems and prevent unauthorized access to or use of the Services and to protect Client Data (including Personal Data) against accidental loss, corruption, and Data Breaches (defined below). In furtherance of the limitations in Section 8 below, the parties acknowledge that the Company shall not be liable for any loss, destruction, alteration, unauthorized disclosure, or corruption of Client Data caused by any third party or Third-Party Products outside the Company's control. In the event of any Data Breach relating to Client Data, the Company will, consistent with and to the extent permitted by applicable law, notify Client of the Data Breach as soon as reasonably practicable after the Company becomes aware of the Data Breach and implement an incident response plan in accordance with accepted industry standards. To the extent the incident involves Protected Health Information regulated under HIPAA, Company shall provide notification without unreasonable delay and in accordance with the timing and obligations set forth in the applicable BAA and HIPAA. For purposes of this Agreement, "**Data Breach**" means: (i) any unauthorized access to or disclosure of Client Data; and (ii) any act or omission that materially compromises the security, confidentiality, or integrity of Client Data (including Personal Data) or the physical, technical, administrative, or organizational safeguards put in place by the Company with respect to the Client Data.

3.6 Artificial Intelligence. The Company strives to implement industry acceptable procedures for the ethical and responsible use of generative tools, machine learning, large language models, agentic services, or other artificial intelligence technologies related to your use of the Services or the enhancement of the Company's products ("**AI Tools**"). Client understands that your access to the Services includes the availability of certain AI Tools integrated into the Services and our products to improve your Authorized Users' experience. Client may voluntarily opt out of the use of those AI Tools, at any time, by communicating with the Company's administrative contacts named in your Order Form. However, until such time as Client communicates an opt-out request, our internal AI Tools may involve the processing or collection of Client Data (including, in limited scenarios, Personal Data) submitted by Client or your Authorized Users, or maintained on our AI Tools for the purpose of supporting the Services. The Company does not use Client Data (or retain Client Data) to train or improve the AI Tools for the benefit of third-party products or services, or for the training of any public models. However, the Company may use or share Client Data to refine, improve, or enhance its own sponsored or integrated AI Tools solely for Company's internal purposes or for the benefit of Client and your Authorized Users. By using the Services without expressly opting out of our AI Tools, Client consents to the utilization of reasonable and secure AI Tools in the execution and delivery of the Services. Company does not make any express, implied, or other warranties to

Client as to the security or results obtained from our implementation of AI Tools (for example, outputs your Authorized Users may generate from their discretionary inputs); however, the Company will exercise commercially reasonable efforts to engage with and screen any AI Tools in materially the same manner as new subcontractors or subprocessors of the Company (consistent with this Agreement and the DPA).

4. PAYMENT AND FEES.

4.1 Access Fees. Client will pay the Company the total access fee for the Services (the “**Access Fee**”) in accordance with the payment terms, quantities, and unit pricing set forth in the order form delivered by the Company, from and after the Billing Start Date identified therein. Please review your order form carefully, as it may include unique payment models and minimum pricing amounts, including: (i) a total price per year that calculates your Access Fee based on the number of Authorized Users for which you are purchasing Services access (for example, 80 Authorized Users at \$7.00 per Authorized User would equal an Access Fee of \$560.00 per year); (ii) a flat annual or multi-year Access Fee that does not designate the number of Authorized Users for which you are purchasing Services access (in this scenario, you might see your quantity as “1” in the order form, with the total Access Fee being your flat monthly, annual, or multi-year subscription amount); or, as necessary, (iii) a minimum pricing amount the Company will bill to you in the event you fail to upload or provide access to the number of Authorized Users specified on the order form. For Access Fee invoices exceeding \$6,000.00, a credit card processing fee may be assessed on payments made via credit card. To avoid incurrence of such fee, payment may be made by alternative methods in coordination with the Company, including but not limited to ACH, wire transfer, or check. All Access Fees are nonrefundable except as expressly set forth herein.

4.2 Changes to Access Fee; Rate Increase. During the Services Period and any applicable Renewal Period, and subject to any minimum pricing levels in your order form and the limitations in this Section, Client understands and acknowledges its number of Authorized Users may change in response to hirings or terminations of Authorized Users. Based on those staffing changes, Client’s Access Fee will be paid according to the initial number of Authorized Users identified in the Order Form, *plus* any additional actual Authorized Users who access the Services under your rights in this Agreement. Access Fees for additional Authorized Users, if those additional persons exceed the initial number set forth in your Order Form, will be prorated through the end of the current Services Period and will be invoiced to you in the month the additional Authorized Users are granted access to the Services.

In addition to the foregoing, the Company reserves the right to change the per-unit pricing of your Access Fee in any of the following scenarios: (i) by a six percent (6%) increase, calculated against the most recent per-unit pricing (exclusive of discounts), at the end of each year during an annual or multi-year Services Period or your then current Renewal Period (if any), which rate increase shall take effect automatically at the start of your next Renewal Period or the next year of the multi-year Services Period, as applicable, unless expressly waived by the Company (which waiver may be sent by email); (ii) by an increase of more than six percent (6%) (exclusive of discounts) at the end of each year during an annual or multi-year Services Period or any Renewal Period so long as the Company provides you with notice of the increase no later than fifteen (15) days before the expiration of the applicable period and an opportunity to terminate this Agreement should you not agree to the Access Fee increase in excess of six percent (6%); or (iii) if a reduction in the number of Authorized Users for the next Renewal Period takes place or Client requests a shorter Services Period for any renewal of this Agreement, then the parties shall negotiate an updated Access Fee (including, as applicable, the per-unit pricing portion based on the reduced number of Authorized Users) at or before the time of renewal.

If Client believes the Company has billed Client incorrectly (either at the time of the Order Form or during the Services Period), Client must contact the Company no later than thirty (30) days after the first billing statement in which the error or problem appeared in order to receive an adjustment or

correction. Inquiries concerning fees and billing should be directed to the Company's billing department or Client's designated account manager.

4.3 Reward Fees and Rewards Billing. Client acknowledges that the Company will include on its invoices a statement of all fees and amounts paid by the Company relating to the gift cards, merchant processing fees, and other employee recognition rewards ("**Rewards**") that Authorized Users redeem through use of the Services (such fees, the "**Reward Fees**"). Client will pay and reimburse the Company for the Reward Fees described in each invoice according to the provisions of this Section 4. If Client has any disputes concerning the Reward Fees, Client must promptly contact the Company and provide a reasonable description of the dispute along with supporting evidence. The Company may be subject to additional fees to its service providers in the event of a dispute from Client concerning Reward Fees. Accordingly, you agree to reimburse the Company for any additional fees that result from a dispute that proves to be false or is the result of a breach or failure on the part of Client. Absent notice of a dispute, unpaid Reward Fees shall be subject to the late fee described in Section 4.5 below.

Client, at its election and in concert with the Company's account manager, may select one of the following options to pay and satisfy its obligations for the Reward Fees due to the Company during the Services Period:

(i) **Pay As You Go (default payment method).** Under the pay as you go payment option ("**Pay As You Go**"), Client will file and upload to its Client Account, in advance, a payment method that the Company will use to automatically satisfy accrued Reward Fees according to this subsection 4.3(i). Upon subscribing to the Services, Client will elect through its Client Account: (A) Client's initial balance for Pay As You Go and (B) an amount to which Client's Pay As You Go balance will automatically update and refill through the Company charging Client's selected payment method (the "**Refill Amount**"). The Company will use the Pay As You Go funds in the Client Account to automatically satisfy Reward Fees as they accrue during the Services Period, sending an invoice and receipt to Client's email contact(s) set forth in the Client Account. At any time during the Services Period when the Pay As You Go balance falls below 20% of the Refill Amount, the Company will charge Client's selected payment method to return the balance to the full Refill Amount. If Client fails to input an initial balance for Pay As You Go, Client's selected payment method will be automatically charged for the Reward Fees as they accrue.

(ii) **Post-Pay (please contact Company's account manager).** Under the post-pay payment option ("**Post-Pay**"), at the beginning of the Client's first annual Services Period, Client must make a 20% security deposit payment (minimum of \$100) of Client's estimated, annual Reward Fees with the Company to enable Reward redemptions under the Client Account. For sake of clarity and notwithstanding any payment terms set forth in the Order Form or this Agreement to the contrary, neither Client nor your Authorized Users shall have the ability to redeem Rewards until the Post-Pay deposit has been paid in full. In making the Post-Pay deposit, Client will also file and upload to the Client Account a payment method that the Company will charge on the first day of each month during the Services Period for all Reward Fees accrued in the prior month. During the Services Period or Renewal Period (at any time), the Company may require the Client to provide an additional security deposit, ensuring that the total security deposit equals 20% of the current rate of Reward Fees expenditure projected over the next 12 months. The Company, and its applicable account manager, will (upon request from Client) work in good faith with the Client to help estimate Client's annual Reward Fees for calculation of the Post-Pay deposit amount.

Under each of Pay As You Go and Post-Pay, the Company may, from time to time, earn and receive interest on the security deposit or advances of Client based on the type of depository institution used by the Company, for which Client is not entitled to a refund. In addition, the security deposit and interest collected by the Company (if any) may be combined in the Company's discretion with other

operating funds from the customers of the Company and will not generally be held by the Company in a separate Client account or deposit institution.

Subject to Section 5.3 below and the limitations above, under both Pay As You Go and Post-Pay, all funds in the Client Account (including Refill Amounts and the Post-Pay deposit) are fully refundable to Client on termination of this Agreement, after the Company's receipt of a written request for refund; provided, however, such funds may be used by the Company to offset unpaid Access Fees that are not in dispute between the parties. As a convenience to Client, the Company provides non-binding guidance on its Rewards billing, at the following link: [Rewards Billing](#). The information contained in the preceding link is provided by the Company only as a convenience to the Client and does not create any binding representations, warranties, or covenants on the part of the Company.

4.4 Ancillary Services and Fees. From time to time upon the mutual written agreement of both Client and the Company, the Company may provide additional services or support beyond those expressly set forth in your order form or this Agreement, including, without limitation, (i) manual data entry or processing, (ii) the addition of promotional or branded items (e.g., swag) with alternate or additional logos, or (iii) other services requested by Client that relate, at least in part, to the Services (the “**Ancillary Services**”). Client acknowledges and agrees that the Ancillary Services are not included in the Access Fees set forth in the Order Form and may be subject to additional fees (“**Ancillary Fees**”), which shall be communicated to Client in advance and subject to the other terms and provisions contained herein applicable to the Access Fees.

4.5 Late Fees. Unpaid Access Fees and unpaid Reward Fees are subject to a finance charge of 1.5% per month on any outstanding, unpaid balance, together with all expenses of collection (as outlined in Section 9.7), and may result in (i) a Services Suspension under Section 1.5 or (ii) termination of Services and this Agreement as set out in Section 5.2 below.

4.6 Taxes. All Access Fees (including Reward Fees) payable by Client under this Agreement are exclusive of taxes and similar assessments. In general, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any fees and amounts payable by Client hereunder, other than any taxes imposed on the Company's income. If Client is a tax-exempt organization, then upon the Company's receipt of valid proof of such status, the Company will not require the payment by Client of any taxes from which Client is legally exempt.

5. SERVICES PERIOD AND TERMINATION.

5.1 Services Period. This Agreement shall be binding on the parties from and after the Effective Date set forth in Client's Order form (the “**Effective Date**”). However, subject to earlier termination as provided below, the Services period of this Agreement and Client's access to the Services (the “**Services Period**”) begins on the Billing Start Date set forth in Client's order form (the “**Billing Start Date**”) and continues for the annual, multi-year, or other subscription timeframe described therein. Please note that your Services Period may be subject to certain implementation measures if called for in your order form. Except as otherwise agreed to or waived in Client's order form, any Services Period will automatically renew for successive one (1) year periods or such other periods specified in the Client's order form or most recent renewal form (each, a “**Renewal Period**”) unless either party gives the other party written notice of termination (which may be through email) at least thirty (30) days before the expiration of the then-current Services Period or Renewal Period. Client acknowledges and understands that its Access Fees payable during any Renewal Period shall be subject to the rate increase described in Section 4.2 above with respect to any increase in the number of Authorized Users accessing the Services.

5.2 Termination for Nonpayment. In addition to any other express termination or suspension right set forth in this Agreement, the Company may terminate this Agreement, effective immediately on written notice to Client, if Client fails to pay any Access Fee, Reward Fee, or Ancillary Fee when

due hereunder, and such failure continues more than fifteen (15) days after the Company's delivery of an initial written notice of nonpayment.

5.3 Mutual Termination for Cause. Each of Client and the Company (the "**Non-Breaching Party**") may terminate this Agreement, effective on written notice to the other party (the "**Breaching Party**"), if the Breaching Party materially breaches the terms of this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the Non-Breaching Party provides the Breaching Party with written notice of the alleged breach. In addition, the Non-Breaching Party may terminate this Agreement, effective immediately upon written notice to the Breaching Party, if the Breaching Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. The parties acknowledge and agree that the Client shall not be entitled to any refund of its Access Fees or Ancillary Fees if termination of this Agreement is due to termination for cause by the Company according to this Section 5.3.

5.4 Survival. All sections of this Agreement which by their nature should survive termination will survive termination or expiration of this Agreement, including, without limitation, accrued rights to payment (Section 4), confidentiality obligations (Section 3.1), ownership of intellectual property (Section 3.2), use of aggregated data (Section 3.3), data privacy provisions (Section 3.4), security measures (Section 3.5), warranty disclaimers (Section 6), indemnification (Section 7), and limitations of liability (Section 8).

6. LIMITED WARRANTY AND DISCLAIMER.

6.1 Limited Warranty. As of the Effective Date, the Company represents and warrants to Client that the Services will conform in all material respects with applicable laws and that the Company owns (or has received necessary rights to use) the intellectual property and other rights necessary to provide the Services, including all AI Tools, to Client.

6.2 DISCLAIMER. THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE COMPANY DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES BY CLIENT AND ITS AUTHORIZED USERS. EXCEPT AS EXPRESSLY INDICATED IN THIS AGREEMENT OR ITS EXHIBITS, THE SERVICES ARE PROVIDED "AS IS" AND "AS ACCESSED", AND THE COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THE COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

THIS SECTION IS SUBJECT TO ALL APPLICABLE LAWS THAT MAY PROHIBIT THE DISCLAIMERS AND WAIVERS DESCRIBED HEREIN, PROVIDED THAT THE INVALIDITY OF ANY STATEMENT IN THIS SECTION SHALL NOT SERVE TO INVALIDATE ANY OTHER PROVISION OF THIS AGREEMENT.

7. INDEMNIFICATION.

7.1 Company Indemnification. The Company shall indemnify, defend, and hold harmless Client from and against any and all losses, damages, liabilities, costs (including reasonable attorney fees) ("**Losses**") incurred by Client resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates a third party's intellectual property rights, provided that Client promptly notifies the Company in writing of the Third-Party Claim, cooperates with the Company in relation to

the Third-Party Claim, and grants the Company sole authority to control the defense and settlement of such Third-Party Claim (if the Company elects to assume such defense rather than permit the Client to proceed).

7.2 Exclusions from Company Indemnity Obligations. The obligations in Section 7.1 do not apply with respect to portions or components of the Services: (i) not supplied by Company; (ii) that are modified without the express consent or involvement of the Company; (iii) combined with other products, processes, or materials where the Third-Party Claim relates to such combination; (iv) where Client continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (v) where Client's use of the Services is not strictly in accordance with this Agreement.

7.3 Client Indemnification. Client shall indemnify, hold harmless, and, at the Company's option, defend the Company from and against any Losses resulting from (i) any Third-Party Claim alleging the Client Data, or any use of the Client Data by the Company in accordance with this Agreement, infringes or misappropriates any third party's intellectual property or privacy rights and (ii) any Third-Party Claim based on Client's or any Authorized User's: (A) negligence or willful misconduct; (B) use of the Services in a manner not authorized by this Agreement; (C) use of the Services in combination with data, software, hardware, or Equipment not provided by the Company or authorized by the Company in writing; or (D) modifications to the Services not made by the Company. Client shall, at all times, keep the Company reasonably informed as to any Third-Party Claim against the Company that Client assumes the defense of under this Section (which defense must be consented to in advance by the Company).

8. LIMITATION OF LIABILITY.

IN NO EVENT WILL THE COMPANY BE LIABLE UNDER THIS AGREEMENT, INCLUDING ALL ANCILLARY EXHIBITS OR FORMS HERETO OR REFERENCED HEREIN, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY NOT CAUSED BY THE COMPANY; (v) DAMAGES ARISING OUT OF USE OF THE AI TOOLS TO THE EXTENT NOT RELATED TO A BREACH OR OMISSION ON THE PART OF THE COMPANY; OR (vi) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR SUCH LOSSES WERE OTHERWISE FORESEEABLE TO THE PARTIES. IN NO EVENT WILL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY EXCEED THE TOTAL AMOUNTS AND FEES PAID AND AMOUNTS AND FEES ACCRUED BUT NOT YET PAID TO THE COMPANY UNDER THIS AGREEMENT (EXCLUDING REWARDS FEES) IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR LOSSES.

9. MISCELLANEOUS.

9.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

9.2 Assignment. This Agreement is not assignable, transferable, or sublicensable by Client except with Company's prior written consent, in light of the Services being offered and sold under terms unique to Client. The Company may transfer and assign, whether by operation of law, merger, direct assignment, or otherwise, any of its rights and obligations under this Agreement without

consent of Client, provided that such assignment does not materially impact the rights of Client and your Authorized Users to continue to use the Services.

9.3 Entire Agreement; Amendment. This Agreement, including the DPA (as applicable) and exhibits and policies of the Company incorporated herein, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the Services. All waivers, amendments, and modifications to this Agreement must be in writing and signed by both parties to be enforceable by the parties (except as expressly permitted hereunder, including with respect to updates described in Section 1.3 and Section 9.10).

9.4 Relationship. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and Client does not have any authority of any kind to bind the Company in any respect whatsoever.

9.5 Notice. All notices, requests, and other communications under this Agreement must be in writing and addressed to the other party at its address or email set forth herein or in the online order form between the parties, and a notice under this Agreement is effective only on receipt by the receiving party.

9.6 Governing Law. This Agreement and the Services provided to Client are governed by Utah law (without regard to its conflict of laws provisions), and Client agrees that any dispute shall be brought exclusively by the parties in Utah's Third District Court or in the United States District Court for the District of Utah. CLIENT EXPRESSLY WAIVES (i) ANY OBJECTION TO THE JURISDICTION OF SAID COURTS AND (ii), TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE OR CLAIM UNDER THIS AGREEMENT.

9.7 Right to Fees (Limited). If any Access Fees, Ancillary Fees, Reward Fees, or other amounts due and payable under this Agreement (including damages for breach) are referred by the Company to an attorney or third party debt collection agency for collection or enforcement, Client agrees to be responsible for all collection costs, reasonable attorney fees, court costs, and a collection fee as allowed by applicable law (including, without limitation, Utah Code § 12-1-11).

9.8 Publicity. Client agrees to reasonably cooperate with the Company to serve as a reference account upon request, and hereby grants the Company a limited and revocable license and right to display Client's name and logo on its website and other marketing and sales materials to communicate that Client is a customer of the Company. Client may, at any time during or after the Services Period, notify the Company of a desire to remove any logos or information published by the Company under this Section, which the Company will promptly honor.

9.9 Compliance with Laws. Client and the Company shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary licenses or approvals), that relate to their respective performance under this Agreement, including, without limitation, all export laws and applicable data privacy laws with respect to the Services.

9.10 Updates to Linked Agreement. The Company may revise and update the online, linked version of this Agreement to implement changes and modifications from time to time in the Company's sole discretion (for example, to update billing procedures or the general description of the Services). All changes and modifications are effective immediately when the Company posts them to the link under which this Agreement can be found; provided, however, the changes and modifications the Company implements will only serve to bind Client to the extent: (i) Client is notified of the changes; and (ii) Client either consents to the changes or, alternatively, continues to use the Services after receipt of the Company's notice. Any changes or modifications to this Agreement under this Section will not apply retroactively.

