

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Master Agreement") governs Ninjahire's provision of the SAAS Services and Licensee's use thereof, as set forth in an applicable order form executed between Ninjahire, Inc. ("Ninjahire") and the entity placing an order for Ninjahire's Services ("Licensee") (Each, a "Party", and collectively, the "Parties") by executing an order form that incorporates this Master Agreement by reference, Licensee agrees to the terms of this Master Agreement. Together, the Master Agreement, any applicable order form(s) and/or Statement of Works ("SOWs"), any Service Level Agreements, and any addenda hereto constitute the "Agreement." The individual signing the order form for the licensee represents that they have the authority to bind licensee.

TERMS AND CONDITIONS

1. Definitions.

1.1 "Agreement" means the Master Agreement together with any applicable Order Forms entered into between Ninjahire, Inc. and Licensee.

1.2 "Applicable Laws" means all laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions or other requirements of any governmental authority in any territory that has jurisdiction over the Parties, whether those laws, etc., are in effect as of the Effective Date or later come into effect during the term of this Agreement.

1.3 "Authorized User" means each employee or agent of Licensee (i) authorized by Licensee to access and/or use the Services for Licensee's internal business purposes in accordance with this Agreement; (ii) to whom a password-protected account for use of the Services has been created by or on behalf of Licensee; and (iii) who, if required by Ninjahire, has agreed to the applicable terms and conditions made available by Ninjahire to such employee or agent for use of the Services (the "User Terms of Use").

1.4 "Content" means information obtained by Ninjahire from publicly available sources or its third party content providers and made available to Licensee through the Services.

1.5 "Licensee Data" means all information and data input by Authorized Users or, if applicable, by Ninjahire's personnel on behalf of an Authorized User, into the Services, excluding Content and Non-Ninjahire Applications including but not limited to identifying information about customers potential job candidates, any documents or data related to those candidates, and information about job vacancies for which Customer is seeking potential job candidates.

1.6 "Documentation" means any standard user guide, manual or other explanatory materials regarding the Ninjahire Services as provided or otherwise made electronically available by Ninjahire to Licensee, including as modified or updated by Ninjahire from time to time.

1.7 “Fees” means the Subscription Fees, Usage Fees, and any other fees and expenses payable by Licensee as set forth in this Master Agreement or the applicable Order Form.

1.8 “Ninjahire Data” means any data, information and insights generated from, derived from, appended, extrapolated from, modified, altered, transformed, compiled or otherwise adapted or enhanced from any data, including Licensee Data, by Ninjahire in accordance with this Agreement related to the provision of Ninjahire Services contemplated herein. For the avoidance of doubt, Ninjahire Data does not include Licensee Data.

1.9 “Intellectual Property Rights” means all intellectual property rights, including copyrights, patents, trademarks, trade secrets, know-how, databases, designs, Ninjahire, processes, algorithms, user interfaces, techniques, other tangible or intangible technical material and any other proprietary information.

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

1.11 “Non-Ninjahire Application” means a Ninjahire application that is provided by Licensee, or a third party that interoperates with the Service.

1.12 “Order Form” means an ordering document that is entered into between Licensee and Ninjahire regarding the Ninjahire Services, including any schedules and supplements thereto, a form of which is attached hereto as Exhibit A.

1.13 “Professional Service(s)” means, collectively, the consulting, development, customization and other professional services which Licensee orders from Ninjahire under an applicable Order Form, including any deliverables described in the Order Form.

1.14 “Service(s)” means, collectively, the Ninjahire Services and the Professional Services.

1.15 “Ninjahire Service(s)” means, collectively, the Ninjahire platform and any other Ninjahire-as-a-service products ordered by Licensee under an Order Form, all as made available to Licensee under this Agreement and as may be updated by Ninjahire from time to time. “Ninjahire Services” exclude Content and Non-Ninjahire Applications.

1.16 “Subscription Fees” mean the annual fees payable by Licensee in consideration for its right to use and access the Ninjahire Services in accordance with this Master Agreement and as described in the Order Form.

1.17 “Subscription Period” means the term of Licensee’s subscription to the Ninjahire Services as identified in the Order Form.

1.18 “Initial Usage Period” means the first period of Licensee’s agreement to usage based pricing of Ninjahire’s services as identified in the Order Form.

1.19 “Usage Fees” means the fees payable by Licensee in consideration for its right to use and access the Ninjahire Services in accordance with this Master Agreement and as described in the Order Form.

2. Scope.

2.1 License to the Ninjahire Services. Subject to Licensee’s compliance with the terms of the Agreement, Ninjahire hereby grants to Licensee during the term of the applicable Subscription Period or Usage Period a non-exclusive, limited, non-transferable right to access and use the Ninjahire Services via Ninjahire’s internet-hosted web site, solely (i) for use by Authorized Users and no other users, in accordance with the User Terms of Use (if applicable), (ii) in support of Licensee’s internal business purposes, and (iii) in strict accordance with the Agreement. Subject to Licensee’s compliance with the terms of the Agreement, Ninjahire hereby grants to Licensee a non-exclusive, limited, non-transferable right to use and copy the Documentation, solely for the purpose of using the Ninjahire Services pursuant to this Section 2.1.

2.2 Support. Ninjahire shall provide Licensee with technical support for the Ninjahire Services in accordance with Exhibit B, when and where applicable.

2.3 Usage Limits. The Ninjahire Services and Content may be subject to usage limits specified in the applicable Order Forms. If Licensee exceeds a contractual usage limit, Ninjahire may work with Licensee to seek to reduce Licensee’s usage so that it conforms to that limit. If, notwithstanding Ninjahire’s efforts, Licensee is unable or unwilling to abide by a contractual usage limit, Licensee will execute an Order Form for additional quantities of the applicable Ninjahire Services or Content promptly upon Ninjahire’s request, and/or pay any invoice for excess usage in accordance with Section 2.10.

2.4 Restrictions. Licensee shall not use, or allow others to use, the Services in any manner other than as expressly allowed in this Master Agreement, the Documentation and the applicable Order Form. Licensee may not (i) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to discover or create the source code of the Ninjahire Services or their structural framework, (ii) make any Service or Content available to anyone other than its Authorized Users, or use any Service or Content for the benefit of anyone other than Licensee, (iii) sublicense, subcontract, translate, distribute, make available, rent, lease or sell any rights to the Services or Content, or include any Service or Content in a service bureau or outsourcing offering, (iv) use any robot, spider, site search or retrieval mechanism or other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the Ninjahire Services, (v) harvest or collect information about or from other users of the Ninjahire Services, (vi) probe, scan or test the vulnerability of the Ninjahire Services, nor breach the security or authentication measures on the Ninjahire Services or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Ninjahire Services, (vii) modify or create derivative works of the Ninjahire Services, (viii) use a Service or Non-Ninjahire Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in

violation of third-party privacy rights, (ix) attempt to gain unauthorized access to the Ninjahire Services or their related systems or networks, (x) use a Service or Non-Ninjahire Application to store or transmit Malicious Code, (xi) use the Services in whole or in part for benchmarking purposes, or for any illegal purpose, or any other purpose except as expressly provided under the Agreement, (xii) facilitate or encourage any violations of this Section 2.3, (xiii) interfere with or disrupt the integrity or performance of the Ninjahire Services, (xiv) create Internet “links” to the Ninjahire Services or “frame” or “mirror” any content therein.

2.5 Licensee Responsibilities. Licensee will (i) be responsible for its Authorized Users’ compliance with this Master Agreement, the Documentation and Order Forms, (ii) be responsible for the interoperation of any Non-Ninjahire Applications that Licensee uses with the Ninjahire Services or Content, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of Ninjahire Services and Content, and notify Ninjahire promptly of any such unauthorized access or use, upon discovery, (iv) use Ninjahire Services and Content only in accordance with this Master Agreement, the Documentation, and Order Forms, and (v) comply with terms of service of any Non-Ninjahire Applications with which Licensee uses Ninjahire Services or Content. Any use of the Services in breach of the foregoing by Licensee or its Authorized Users that in Ninjahire’s judgment threatens the security, integrity or availability of Ninjahire’s services may result in Ninjahire’s immediate suspension of the Services, however Ninjahire will use commercially reasonable efforts under the circumstances to provide Licensee with notice and an opportunity to remedy such violation or threat prior to any such suspension.

2.6 Compliance: The Services offered through the Platform are subject to a number of local, state, federal, and foreign laws, regulations, rules, ordinances, directives and orders or various governments and agencies (“Laws”). Ninjahire DOES NOT PROVIDE LEGAL ADVICE. LICENSEE’S USE OF THE PLATFORM DOES NOT ENSURE LICENSEE’S COMPLIANCE WITH THESE LAWS. Notwithstanding the foregoing, upon Licensee’s request, Ninjahire shall provide reasonable compliance and cooperation to assist Licensee in complying with applicable laws or responding to regulatory inquiries. Ninjahire represents and warrants that, in the performance of its obligations under this Agreement, it will comply with all applicable Laws that are material to Ninjahire Services.

It is Licensee’s responsibility to ensure their Authorized Users to access and use Ninjahire’s Platform and the Services available in accordance with applicable laws, including without limitation, the Pallone-Thune Telephone Robocall Abuse Criminal Enforcement and Deterrence Act (TRACED ACT), the Telemarketing Sales Rule (TSR), the Telephone Consumer Protection Act (TCPA) and the Controlling The Assault of Non-Solicited Pornography and Marketing (CAN-SPAM ACT OF 2003). As features and functions of the Platform, and Services available through the Platform change, Licensee must evaluate whether and how you can use such features and functions, including any settings and account preferences, to ensure compliance with laws.

Ninjahire makes no representation about whether the Platform is or may be considered an “automated dialing system” or whether using the Platform is or may be considered initiating or making a call as contemplated by the TCPA or similar laws. Licensee should consult legal counsel for such a determination. Licensee acknowledges that Licensee is solely responsible for all acts and omissions taken by or under Licensee’s account and any violation of applicable laws that may occur in connection with Licensee’s account or use of the Platform by Licensee, Licensee’s employees or contractors. Licensee represent and warrant that Licensee will comply, at Licensee’s expense, with all the laws that apply to Licensee or Licensee’s business or use of the Platform, including without limitation, TRACED ACT, TSR, TCPA, and CAN-SPAM.

Ninjahire makes no representation about whether the Platform is or may be considered an Automated Employment Decision Tool (“AEDT”), as contemplated by NYC Local Law 144 or any other similar laws, statutes or regulations. Licensee should consult Licensee’s legal counsel for such a determination. Licensee represents and warrant that Licensee will comply at Licensee’s expense with all the laws relating to AEDT as it relates to you or Licensee’s business or use of the Platform.

Ninjahire maintains a zero-tolerance policy towards spam and Licensee’s authorized users who use the Platform to send spam may result in termination of Licensee’s account and access to the Platform. Licensee acknowledge and agree that you have sole responsibility for obtaining any consents for all phone numbers, that you sync or upload to the Platform, and for complying with any terms and/or conditions that may govern the consent you received to contact these phone numbers.

2.7 Violations of Law. If Licensee receives notice that Content or a Non-Ninjahire Application must be removed, modified and/or disabled to avoid violating Applicable Law or third-party rights, Licensee will promptly do so. If requested by Ninjahire, Licensee shall confirm such deletion and discontinuance of use in writing and Ninjahire shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable. Notwithstanding the foregoing, Ninjahire may immediately suspend provision of the Services at any time, without notice to Licensee and without liability, if Ninjahire suspects or receives notice that the Services or the use thereof actually or allegedly infringes or violates any third party’s rights or violates any Applicable Laws. Ninjahire may immediately suspend Licensee’s and its Authorized Users’ access to and use of the Services in order to comply with Applicable Laws, or upon having reason to believe that any improper activity or potential damage to Ninjahire products or services or other Licensees is associated with Licensee’s or its Authorized Users’ use of or access to the Services.

2.8 Security. Licensee shall, and shall cause its Authorized Users to, ensure the security of all account IDs and passwords associated with Licensee’s and its Authorized Users’ access to and use of the Ninjahire Services, which may not be shared with any other individual. If any account ID or password is stolen or otherwise compromised, Licensee shall immediately change the password and inform Ninjahire of the

compromise. Ninjahire may change the authorization method for access to the Ninjahire Services if it determines in its sole discretion that there are circumstances justifying such changes. Ninjahire is not responsible for loss of any data in transmission or improper transmission by Licensee or its Authorized Users and Licensee is solely responsible for maintaining an appropriate backup of Licensee Data, unless otherwise agreed upon in writing. Ninjahire will adhere to industry standard security processes in hosting the Ninjahire Services and will promptly respond to any security breaches of the Ninjahire Services of which it becomes aware. Ninjahire shall be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems and networks used by Provider in connection with Services and shall prevent unauthorized access to the Licensee Data. Ninjahire shall immediately notify Licensee of any actual or potential security breaches, upon discovery of such.

2.9 Payment. Licensee shall pay Ninjahire the Fees as described in the applicable Order Form. Unless stated otherwise in the applicable Order Form, all undisputed invoiced amounts will be due and payable to Ninjahire within thirty (30) days after Licensee's receipt of a proper invoice, and all subsequent amounts outstanding beyond thirty

(30) days from the due date will be subject to a late payment charge at the lesser of one and one half percent (1.5%) per month or the highest rate permissible under Applicable Law for the actual number of days elapsed. All billing and payment will be in United States dollars only. If Licensee fails to make payments when due, Ninjahire may, upon notice to Licensee, suspend Licensee's access and use of the Services until such payments are made. Licensee will continue to be charged Subscription Fees or Usage Fees during any period of suspension. Minutes are determined to be consumed by a User based on the duration of each call. For the avoidance of doubt, the call duration will be rounded up to include the full minute of any partial minute spent on the call. Licensee shall have fifteen (15) business days from the date of receipt of an invoice (the "Dispute Period") to notify Ninjahire in writing of any disputed amounts or errors (a "Dispute Notice"). The Dispute Notice must clearly identify the nature of the dispute and the specific amounts in question. The Parties agree to work in good faith to resolve any such disputes promptly. If the Licensee does not submit a Dispute Notice within the Dispute Period, the invoice will be deemed final, accurate, and accepted in its entirety. All payment and performance deadlines in this Agreement that are contingent on the timing of an undisputed invoice shall be calculated from the date the invoice was received, regardless of any dispute. Payment of any undisputed portion of an invoice shall remain due in accordance with the terms of this Agreement, notwithstanding any ongoing dispute.

2.10 Taxes. All fees and payments hereunder are exclusive of all taxes, including, but not limited to, sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties (except taxes on the income of Ninjahire), and Licensee agrees to pay such taxes, whether federal, state, local, or municipal.

3. **Term and Termination.**

3.1 Term. The term of this Agreement will commence on the Effective Date and continue until the date when all Order Forms hereunder have expired or been

terminated in accordance with this Section 3. The term of each Order Form shall be specified as the Subscription Period in the applicable Order Form.

3.2 Termination for Cause. A Party may terminate this Master Agreement or the applicable Order Form for cause (i) upon thirty (30) days written notice to the other Party if the other Party materially breaches this Master Agreement or the applicable Order Form, and such breach has not been cured by the end of such thirty (30) day period, or (ii) immediately upon written notice to the other Party if the other Party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors. For the avoidance of doubt, failure to make payment in accordance with Section 2.9 shall be considered a material breach of the Agreement.

3.3 Termination for Convenience. Either Party may terminate this Master Agreement or any Order Form for convenience upon sixty (60) days' written notice to the other Party, without penalty.

3.4 Effect of Termination. Upon any termination of the Agreement, (i) unless otherwise expressly provided herein, Licensee's and its Authorized Users' right to access or use the Licensee Data and the Ninjahire Services shall immediately cease and except as otherwise provided herein and, in the case of Ninjahire, use of Licensee's Data, (ii) all Order Forms shall immediately terminate, (iii) Licensee shall pay any undisputed balance due to Ninjahire for Services actually performed under the terminated or expired Order Form, pursuant to Section 2.9, (iv) Ninjahire shall repay, on pro rata basis all fees, expenses, and other amounts paid in advance for any Services that Ninjahire has not performed as of the effective date of such expiration or termination, as applicable, with respect to Services required to be performed under the terminated or expired Order Form and (v) upon Licensee's written request promptly destroy and erase from all systems all originals and copies of all documents and materials in any form that contain, reflect, incorporate or are based on any Confidential Information. Notwithstanding anything to the contrary herein, at Licensee's option and upon written request, Ninjahire shall return Licensee Data.

3.5 Upon termination of this Agreement or Order Form under Section 10.1, Licensee shall have the right and option to continue access and use to the Ninjahire Services under each applicable Order Form, in whole and in part, for a period not to exceed 180 days from the effective date of such termination and Ninjahire shall take all necessary steps required or reasonably requested to make an orderly transition of the Services. Licensee agrees to pay all applicable fees for the continued use of the Services during this period, as specified in the applicable Order Form or at Ninjahire's standard rates.

3.6 Survival. The provisions set forth in the following Sections 1,2,3,4,5,6,7,8,9, and 10, and any other right or obligation of the parties in this Agreement that, by its nature, should survive the termination or expiration of this Agreement will survive expiration or termination of the Agreement.

4. Ownership and Licenses.

4.1 Reservation of Ninjahire's Rights. All rights not expressly granted to Licensee herein are expressly reserved by Ninjahire. As between the Parties, the Ninjahire Services are and will remain the exclusive property of Ninjahire, and Ninjahire will retain ownership of all Intellectual Property Rights relating to or residing in the Ninjahire Services and any updates, improvements, modifications and enhancements (including error corrections and enhancements) thereto, and all derivative works thereof, and Licensee will have no right, title, or interest in or to the same except as expressly granted in Section 2.1. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of Ninjahire's or its licensors' existing or future rights in or to the Ninjahire Services except as expressly granted in Section 2.1. Ninjahire trade names, trademarks, service marks, titles, and logos, and any goodwill appurtenant thereto, shall be owned exclusively by Ninjahire and shall inure solely to the benefit of Ninjahire; Licensee shall not use any of the foregoing for any purpose without the prior written consent of Ninjahire in each instance.

4.2 Licensee Data. As between the Parties, Licensee has and shall retain sole and exclusive title and ownership of all Licensee Data. Licensee grants to Ninjahire a limited and non-exclusive license to use, copy, modify, distribute and display any Licensee Data and any Non-Ninjahire Applications provided by Licensee, in each case, for purposes of providing the Services to Licensee in accordance with this Agreement and as otherwise expressly authorized by this Agreement. If Licensee chooses to use a Non-Ninjahire Application with a Service, Licensee grants Ninjahire permission to allow the Non-Ninjahire Application and its provider to access Licensee Data and information about Licensee's usage of the Non-Ninjahire Application as appropriate for the interoperation of that Non-Ninjahire Application with the Service. Licensee acknowledges that it is solely responsible for the integrity, completeness, accuracy, and validity of Licensee Data, and Ninjahire shall not be responsible for any loss, damage or liability arising out of the Licensee Data, including any mistakes contained in the Licensee Data, the use or transmission of the Licensee Data, or any results obtained from the Licensee.

4.3 Ninjahire Data. Ninjahire has and shall retain sole and exclusive title and ownership of all Ninjahire Data, and has the right to use such Ninjahire Data for any lawful purpose. For the avoidance of doubt this includes aggregated and anonymized data, and other types of data.

4.4 Performance Data. In addition, Licensee acknowledges and agrees that Ninjahire may monitor and gather data and information related to Licensee's use of the Ninjahire Services, including, for example, data regarding memory usage, connection speed and efficiency. Licensee acknowledges and agrees that such data and information, to the extent such data and information is aggregated and anonymized, is considered Ninjahire Data and is not considered Confidential Information of Licensee. Notwithstanding the foregoing, Ninjahire may use collected data solely for the purpose of improving performance and functionality of Ninjahire Services and shall not share or disclose such data to third parties without Licensee's prior consent. Ninjahire shall (i) implement and maintain reasonable measures and security controls to protect collected data from unauthorized access or disclosure, including the use of encryption in storage and transmission; (ii) require and ensure that such collected data is anonymized, such that it shall not contain any personal identifying information ("PII") of any kind (iii) ensure that all data collection and usage practices are in a manner comply with data protection laws and regulations or other applicable laws.

4.5 License by Licensee to Use Feedback. Licensee grants to Ninjahire a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Licensee or its Authorized Users relating to the operation of Ninjahire's services.

5. Specifications and Requirements.

5.1 Requirements for the Services. Licensee is responsible for obtaining, maintaining, and paying for all necessary computer hardware, communications, and office equipment required to access and use the Ninjahire Services, including any associated third-party access charges

5.2 Changes to the Ninjahire Services. Ninjahire may make upgrades and improvements to the Ninjahire Services available to Licensee from time to time. Ninjahire may modify or delete any features of the Ninjahire Services. Ninjahire may, at any time, modify the Ninjahire Services, or substitute old features with new features that have similar or improved functionality, as may be necessary to meet Applicable Laws or industry-standard requirements or demands or requirements of third party service providers.

5.3 Future Functionality. Licensee agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Ninjahire regarding future functionality or features.

5.4 Professional Services. To the extent any Professional Services are to be performed by Ninjahire, such professional services will be defined in and performed pursuant to the applicable Order Form. Ninjahire represents and warrants that it will perform such Professional Services in a reasonable and workmanlike manner.

6. Confidentiality.

6.1 Confidential Information. Each Party acknowledges and understands that, except as set forth in Section 6.2, any and all technical, trade secret, or business information, including, without limitation, financial information, business or marketing strategies or plans, product development or Licensee information, which is disclosed by a Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) or is otherwise obtained by the Receiving Party, its affiliates, employees, representatives or other

agents that is designated as confidential or which should be reasonably understood as confidential under the circumstances, during the term of this Agreement (or during any negotiation or evaluation of Ninjahire's services in connection with this Agreement) (the "Confidential Information") is confidential. As between the Parties, each Party retains all ownership rights in and to its Confidential Information. Without limiting the foregoing, all technology related to Ninjahire Services, and the Documentation, is Ninjahire's Confidential Information. For avoidance of doubt, Licensee Data is Confidential Information.

6.2 Exceptions. Confidential Information does not include any information that is (i) already known to the Receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the Receiving Party; or (iii) subsequently disclosed to the Receiving Party on a non-confidential basis by a third party who is not known by the Receiving Party to be prohibited from doing so; or (iv) independently developed by Receiving Party without reference to the Confidential Information.

6.3 Obligations. The Receiving Party shall maintain as confidential and shall not disclose (except to those employees, subcontractors, attorneys, accountants and other advisors, or agents of the Receiving Party who need to know such information for purposes of this Agreement and who have in turn been advised of the confidentiality obligation hereunder), copy, or use for purposes other than in connection with use or provision of the Services as authorized hereunder, the Disclosing Party's Confidential Information. Each Party agrees to protect the other Party's Confidential Information with the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care). Neither Party shall disclose the terms of this Master Agreement or any Order Form to any third party other than its affiliates, legal counsel and accountants without the other Party's prior written consent. The Receiving Party shall be liable under this Agreement to the Disclosing Party for any use or disclosure of the Disclosing Party's Confidential Information in violation of this Agreement by the Receiving Party's employees, subcontractors, attorneys, accountants or other advisors, or agents.

6.4 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent permitted and reasonably practicable) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

7. Limited Warranties.

7.1 Mutual Warranties. Each Party warrants to the other Party that (i) such Party has the right to enter into this Agreement and perform its obligations hereunder in

the manner contemplated by this Agreement; and (ii) this Agreement does not conflict with any other agreement entered into by such Party.

7.2 Licensee Warranties. Licensee represents, warrants and covenants that it (i) will comply with all Applicable Laws with respect to its and its Authorized Users' access to and use of the Services; (ii) has received all third-party consents and certifications necessary for (a) the transmission of Licensee Data into the Ninjahire Services, and (b) Ninjahire to use the Licensee Data as permitted herein. Ninjahire is not responsible for ensuring that the Services or any portion thereof is in compliance with Licensee's criteria for legal compliance.

7.3 Ninjahire Warranties. Ninjahire warrants to Licensee that (i) the Ninjahire Services will conform materially in compliance with then-current Documentation during the Subscription Term and will perform Services in a professional and workmanlike manner in accordance with industry standards and practices for a similar service, using personnel with requisite skill, experience and qualifications and shall devote adequate resources to meet its obligations under this Agreement ("Services Warranty"). Ninjahire's obligation under the Services Warranty, and Licensee's remedy for any breach of the Services Warranty, shall be for Ninjahire to perform its technical support obligations as set forth in Section 2.3. In the event any breach of Service Warranty, prior to termination by Licensee, Licensee shall give Ninjahire thirty (30) days ("Cure Period") from Ninjahire's receipt of written notification of the breach to correct any defect giving rise to such breach. If Ninjahire, within the Cure Period is unable to correct the defect, to the satisfaction of Licensee, then Licensee may terminate this Agreement by giving written notice thereof to Ninjahire within ten (10) days following the end of the Cure Period. In such event, Licensee shall be entitled to a refund of any pre-paid Subscription Fees by Licensee to Ninjahire for the unexpired portion of the remaining Subscription Period.

7.4 Disclaimers. EXCEPT FOR THE SERVICES WARRANTY PROVIDED IN SECTION 7.3 OR OTHERWISE HEREIN, Ninjahire EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICES, Ninjahire PLATFORM ANY OTHER APPLICABLE PLATFORM THROUGH WHICH THE SERVICES ARE PROVIDED, AND ANY INFORMATION, MATERIALS AND OTHER SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, LOSS OF BUSINESS OR LOST PROFITS. WITHOUT LIMITING THE FOREGOING, Ninjahire DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE AVAILABLE, ERROR FREE, COMPLETELY SECURE, VIRUS FREE, OR WITHOUT INTERRUPTION, OR THAT THEIR FUNCTIONS WILL MEET ANY PARTICULAR REQUIREMENTS, OR THAT PROGRAM DEFECTS OR ERRORS ARE CAPABLE OF CORRECTION OR IMPROVEMENT. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS AND Ninjahire IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

7.5 Third Party Data and Non-Ninjahire Applications. The Ninjahire Services may allow access to Non-Ninjahire Applications, Content, data, information, materials or services disseminated by third-party sources. Licensee acknowledges that Ninjahire

and its suppliers and licensors do not warrant or support, and disclaim responsibility for the use, content, accuracy, timeliness, completeness or availability of, such Non-Ninjahire Applications, Content, data, information, materials or services. Licensee is responsible for obtaining the licenses required for Licensee to access and use any such Non-Ninjahire Applications, Content, data, information, materials or services; and any acquisition by Licensee of such products or services, and any exchange of data between Licensee and any third-party provider, product or service, is solely between Licensee and the

applicable third-party provider. Licensee USES SUCH NON-Ninjahire APPLICATIONS, CONTENT, THIRD-PARTY DATA, INFORMATION, MATERIALS AND SERVICES AT ITS OWN RISK.

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

8. Indemnification.

8.1 Each Party agrees to indemnify, defend, and hold harmless the other Party and its affiliates, officers, directors, employees, agents, and representatives from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) (collectively, a "Claim") arising out of or in connection with (i) any breach of this Agreement by the indemnifying party, including any representation or warranty contained herein; (ii) any violation of law; (iii) any other negligent, grossly negligent, or willful act or omission of the indemnifying party in the performance of its obligations under this Agreement resulting in a Claim, or (iv) any Claim against Licensee that Ninjahire's Services infringe or misappropriate the intellectual property rights of a third party.

8.2 In the case of such a Claim, the party seeking indemnification shall promptly provide written notice to the other party of the Claim, but failure to provide such notice shall not relieve the indemnifying party of its obligations unless the indemnifying party is materially prejudiced by such failure. The party seeking indemnification shall retain control of the defense and settlement of such Claim, except that (i) the party seeking indemnification shall reasonably cooperate with the indemnifying party in such defense and settlement and (ii) the party seeking indemnification shall not settle such Claim without the approval of the indemnifying party, which shall not be unreasonably withheld. The indemnifying party shall have the right, at its cost, to employ counsel of its choice to participate in the defense strategy of such claim (subject to the execution of mutually-acceptable confidentiality and joint defense agreements).

8.3 If Ninjahire receives information about an infringement or misappropriation claim related to the Ninjahire Services, Ninjahire may in its discretion and at no cost to Licensee (a) modify the Ninjahire Services so that they are no longer claimed to infringe or misappropriate, (b) obtain a license for Licensee's continued use of the Ninjahire Services in accordance with this Agreement, or (c) Licensee may terminate Licensee's subscriptions for the applicable Ninjahire Service upon thirty (30) days' written notice and refund Licensee any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent (1) a Claim Against Licensee arises from the use or combination of the Ninjahire Services or any part thereof with Ninjahire, hardware, data, or processes not provided by Ninjahire, if the Ninjahire Services or use thereof would not infringe without such combination; (2) a Claim against Licensee arises from Content, a

Non-Ninjahire Application or Licensee's breach of this Agreement, the Documentation or applicable Order Forms.

8.4 By Licensee. Licensee will indemnify, defend, and hold harmless Ninjahire from any damages, reasonable attorney fees and costs of Ninjahire (including any amounts paid by Ninjahire under a settlement approved by Licensee in writing) ,against any claim, demand, suit or proceeding made or brought against Ninjahire by a third party alleging (i) that any Licensee Data or Licensee's use of Licensee Data with the Ninjahire Services, (ii) a Non-Ninjahire Application provided by Licensee, or (iii) the combination of a Non-Ninjahire Application provided by Licensee and used with the Ninjahire Services, infringes or misappropriates such third party's intellectual property rights, or arising from Licensee's use of the Ninjahire Services or Content in an unlawful manner or in violation of the Master Agreement, the Documentation, or Order Form (each a "Claim Against Ninjahire"),

8.5 Ninjahire shall (a) provide Licensee with reasonable written notice of the Claim Against Ninjahire, but failure to provide such notice shall not relieve Licensee of its indemnity obligations hereunder unless it is materially prejudiced thereby, (b) gives Licensee sole control of the defense and settlement of the Claim Against Ninjahire (except that Licensee may not settle any Claim Against Ninjahire without Ninjahire's approval unless it unconditionally releases Ninjahire of all liability), (c) shall have the right, at its cost, to employ counsel of its choice to participate in the defense of such claim, and (d) gives Licensee all reasonable assistance, at Licensee's expense. The above defense and indemnification obligations do not apply if a Claim Against Ninjahire arises from Ninjahire's breach of this Master Agreement, the Documentation or applicable Order Forms.

9. **Limitations of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT OR REVENUE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES AND/OR ANY OTHER SERVICES RENDERED HEREUNDER (HOWEVER ARISING, INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY IS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. Ninjahire'S TOTAL CUMULATIVE LIABILITY TO LICENSEE IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED AMOUNTS ACTUALLY PAID BY LICENSEE TO Ninjahire DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH LIABILITY. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL LIMIT (I) EITHER PARTY'S LIABILITY ARISING FROM AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OR LICENSEE'S BREACH OF THE LICENSE TO THE SERVICES SET FORTH IN SECTION 2.1 OR EITHER PARTY'S BREACH OF CONFIDENTIALITY OR DATA PROTECTION OR (II) EITHER PARTY'S LIABILITY ARISING FROM SUCH PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD OR VIOLATION OF APPLICABLE LAWS.

10. **General.**

10.1 Assignment. Neither Party may assign this Agreement without prior written consent of the other, except in the event of a merger, consolidation or sale of all or substantially all of such Party's assets to which this Agreement relates ("Acquisition"), provided that Ninjahire provide reasonable notice to Licensee of such Acquisition. Any attempt to assign this Agreement not in accordance with this Section 10.1 shall be null and void.

10.2 Force Majeure. Except with respect to the obligation of payment, neither Party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, disease or pandemic, act of terror, strike or other labor problem (other than one involving Ninjahire's employees), Internet service provider failure or delay, a Non-Ninjahire Application, or denial of service attack. The Parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a substantial delay in the performance of this Agreement. If force majeure event continues for a period of more than thirty (30) days, either party may terminate this Agreement upon written notice to the other party.

10.3 Governing Law. This Agreement is deemed to be made under and shall be interpreted in accordance with the laws of the State of Texas, excluding its conflict of laws provisions.

10.4 Arbitration. The Parties agree that any dispute, claim or controversy directly or indirectly relating to or arising out of this Agreement, the termination or validity hereof, any alleged breach of this Agreement or the engagement contemplated hereby (any of the foregoing, a "Claim") shall be submitted to Judicial Arbitration and Mediation Services ("JAMS"), or its successor, in Leander, Texas, for final and binding arbitration in front of a panel of three arbitrators with JAMS in Leander, Texas under the JAMS Comprehensive Arbitration Rules and Procedures (with each of Ninjahire and Licensee choosing one arbitrator, and the chosen arbitrators choosing the third arbitrator). The arbitrators shall, in their award, allocate all of the costs of the arbitration, including the fees of the arbitrators and the reasonable attorneys' fees of the prevailing Party, against the Party who did not prevail. The award in the arbitration shall be final and binding. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1–16, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. Licensee and Ninjahire agree and consent to personal jurisdiction, service of process and venue in any federal or state court within the Texas State and County of Williamson in connection with any action brought to enforce an award in arbitration.

10.5 Independent Contractors. Licensee and Ninjahire are independent contractors and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, or joint venture between the Parties. Except as otherwise specifically provided in this Agreement, neither Party will have or represent that such Party has the right, power or authority to bind, contract or commit the other Party or to create any obligation on behalf of the other Party.

10.6 Notices. All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid) or by overnight courier, in each case to the addressed listed on the first page of the Agreement and will be effective upon receipt. Notices to Ninjahire should be sent to the attention of its Chief Executive Officer and as for Licensee, its Legal Department. Each Party may change its address for receipt of notices by giving notice of the new address to the other Party. Email notices shall also suffice under this Section.

10.7 Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby and the illegal, invalid, or unenforceable provision will be deemed modified such that it is legal, valid, and enforceable and accomplishes the intention of the Parties to the fullest extent possible.

10.8 Waivers. The failure of either Party to enforce any provision of this Agreement, unless waived in writing by such Party, will not constitute a waiver of that Party's right to enforce that provision or any other provision of this Agreement.

10.9 LIMITED REMEDIES. WITHOUT LIMITING ANYTHING IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES (I) ARE A FUNDAMENTAL PART OF THE BASIS OF Ninjahire'S BARGAIN HEREUNDER, AND Ninjahire WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS, DISCLAIMERS AND EXCLUSIONS, AND (II) ARE INTENDED BY THE PARTIES TO BE ENFORCEABLE TO THE MAXIMUM ALLOWED BY APPLICABLE LAW, SEVERABLE AND INDEPENDENT OF ANY OTHER SUCH PROVISION AND TO BE ENFORCED AS SUCH. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT TO THE MAXIMUM ALLOWED BY APPLICABLE LAW.

10.10 Equitable Remedies. Each Party acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to the other Party and that monetary damages may be difficult to ascertain. Therefore, without prejudice to the rights and remedies otherwise available to it, and notwithstanding anything to the contrary set forth herein, each Party may be entitled to seek relief by way of injunction or specific performance in any court of competent jurisdiction.

10.11 No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto, and no other person or entity shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with this Agreement.

10.12 Remedies Cumulative. Unless explicitly stated otherwise, the enumeration herein of specific remedies shall not be exclusive of any other remedies. Any delay or failure by any Party to this Agreement to exercise any right, power, remedy or privilege herein contained, or now or hereafter existing under any applicable statute or law, shall not be construed to be a waiver of such right, power, remedy or privilege, nor to limit the exercise of such right, power, remedy, or privilege, nor shall it preclude the further exercise thereof or the exercise of any other right, power, remedy or privilege.

10.13 Entire Agreement. This Agreement supersedes all prior discussions, understandings and agreements with respect to its subject matter. Any terms on a purchase order, payment document, or other document submitted by Licensee shall be void and have no force or effect.

10.14 Non-Solicit. During the term of this Agreement and for a period of twelve (12) months thereafter, the parties shall not directly or indirectly solicit for employment or engagement, or encourage any employee or contractor, who was introduced to a party as a result of Ninjahire Services being provided, to leave his/her employment or engagement with the other party without prior written consent. Nothing in this Section 10.14 shall prohibit Licensee from soliciting any person who (i) responds to a general advertisement or solicitation not specifically directed at the employees or contractors or (ii) approaches a party on his or her own volition. .

10.15 Export Compliance. The Services, Content, other Ninjahire technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Ninjahire and Licensee each represents that it is not named on any U.S. government denied-party list. Licensee will not permit any Authorized User to access or use the Services or Content in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

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

10.17 Order of Precedence. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Master Agreement, and (3) the Documentation.

10.18 Interpretation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.