

Eddy HR, LLC

Terms of Service

Effective Date: April 7, 2023

1. Welcome and Introduction

Welcome to Eddy HR! Eddy HR is an online platform offering next-generation business tools, applications, APIs and data integrations that give our customers and users a streamlined, human-centric approach to managing their Human Resources.

Please carefully read through this Platform License and Terms of Service (“**Agreement**”), since they are a binding agreement between our website visitors, users, mobile application users, current and potential customers, clients, their potential and current employees, our potential and employees, and other business partners (“**you**” or “**your**”) and Eddy HR, LLC. (“**Eddy HR,**” “**Company,**” “**we,**” “**us,**” “**our**”). The Agreement is effective when you sign up or otherwise use any of the Services or access any content or material that is made available by Eddy HR through the Services (the “**Content**”).

This Agreement incorporates our Privacy Policy. You acknowledge that you have read and understood the Privacy Policy and agree to be bound by it. If you don’t agree with (or cannot comply with) the Privacy Policy, then you may not use the Service or consume any Content.

The term “**Services**” includes all the software, mobile and web applications, widgets, tools, and functionality made available through the Services, including our platform and any help desk system, connectivity API’s, and related support services. The term “**Services**” also includes features for our customers to post job information and for individuals to apply for said jobs, both through our platform and through integration with third-party job sites. Any new features which augment or enhance the current Services, including the release of new features or products, including those that require additional fees, are also included in the term “Services.” However, the term “Services” does not include Professional Services. “**Professional Services**” means any work we do at your request to develop features, modifications, or customizations for your specific use, as well as any other work we do for you that is not included in our standard Services. If you ever require Professional Services, we will enter into a separate written agreement with you outlining the Professional Services and the terms under which they will be provided.

You may access the Services via a mobile phone or other mobile device. You acknowledge that your mobile carrier's standard charges and data rates apply to any access to the Services from any mobile device. Further, your access to the Services may be limited by your mobile carrier's terms and policies or by your mobile device's settings, software, and hardware. We are not responsible to provide the Services to you based on your mobile carrier's or mobile device's requirements or limitations.

2. Exchange and Use of Information

As part of the Services, we may provide you access to certain third-party data that may originate with third parties and other users (“**Third-Party Data**”). All the information we provide to you through the Services that we obtain from third parties and other users is included in the term “Third-Party Data.” Our license to you includes access to the Third-Party Data, but we do not offer any warranty or representation regarding the Third-Party Data, including its accuracy, timeliness, or completeness. You are solely responsible to ensure that the Third-Party Data you access or use is accurate, timely, and complete.

Your use of the Services may involve the processing of information concerning you or your business activities, including specific information regarding your employees customers, clients, services, and finances. This specific information (“**Your Data**”) belongs to you, subject to the provisions of our Privacy Policy. You exclusively own Your Data.

Certain portions of the Services allow you to upload or post your information to the Service. The information that you post may or may not be intended to be made available to third parties (including, for example, employee names and pictures, payment information, reviews, and organizational roles) (“**User Content**”).

You represent and warrant that, with respect to any User Content you post, (1) you have the right to post such User Content, and (2) such User Content, or its use by Company as contemplated by the Agreement, does not violate the Agreement, applicable law, or the intellectual property (including without limitation copyright), publicity, personality, or other rights of others or imply any affiliation with or endorsement of you or your User Content by Company or any entity or individual without express written consent from such individual or entity.

You grant us a non-exclusive, transferable, assignable, royalty-free, worldwide license to use User Content and Your Data for the purpose of providing you the Services, as restricted by the Privacy Policy.

3. Received Materials; User-Generated Content

If you send us any comments, reviews, materials, or letters including, without limitation, questions, feedback, comments, suggestions, criticisms or the like (“**Received Materials**”), those Received Materials may be deemed by us to be non-confidential and free of any claims of proprietary or personal rights. Company shall have no obligation of any kind with respect to such Received Materials, and Company will be free to reproduce, use, disclose, exhibit, display, transform, edit, abridge, create derivative works from and/or distribute the Received Materials without limitation or restriction; provided that if we ever wish to use your name or likeness, we will get your specific written permission. Furthermore, Company is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to Company for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products using such information or ideas, without compensation or any other obligations to anyone, including you.

You may post, upload, and contribute (“**post**”) content to the Services (which may include, for example, pictures, text, information, messages, compilations, resumes, personal job information, or other types of content) (“**User Content**”). For the avoidance of doubt, “User Content” includes any such content posted to any support community we may establish, as well as to any other part of the Services.

You promise that, with respect to any User Content you post, (1) you have the right to post such User Content, and (2) such User Content, or its use by Company as contemplated by the Agreement, does not violate the Agreement, applicable law, or the intellectual property right, including without limitation copyright, publicity, personality, or other rights of others or imply any affiliation with or endorsement of you or your User Content by Company or any entity or individual without express written consent from such individual or entity.

We may, but we have no obligation to, monitor or review User Content. In all cases, we reserve the right to remove or disable access to any User Content for any or no reason, including but not limited to, User Content that, in our sole discretion, violates the Agreement. We may take these actions without prior notification to you or any third party. Removal or disabling of access to User Content shall be at our sole discretion, and we do not promise to remove or disable access to any specific User Content.

When you upload User Content, you acknowledge that the User Content may be viewed by other individuals, including recruiters, our customers, or other users.

We may provide you the ability to share User Content via social media, on a resume, C.V., or otherwise. You are solely responsible for the User Content, including for all intellectual property rights contained in the User Content, when you share User Content in any manner.

You grant us a non-exclusive, transferable, sub-licensable, royalty-free and fully paid up, perpetual, irrevocable, worldwide license to use, reproduce, make available, publish, translate, modify, create derivative works from, and distribute any of your User Content in connection with

the Services through any medium, whether alone or in combination with other content or materials, in any manner and by any means, method or technology, whether now known or hereafter created. Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the User Content. Where applicable and permitted under applicable law, you also agree to waive any “moral rights” (or the equivalent under applicable law) such as your right to be identified as the author of any User Content.

You are solely responsible for all User Content that you post and share in any manner. We are not responsible for User Content, nor do we endorse any opinion contained in any User Content. YOU AGREE THAT IF ANYONE BRINGS A CLAIM AGAINST US RELATED TO USER CONTENT THAT YOU POST, THEN, TO THE EXTENT PERMISSIBLE UNDER LOCAL LAW, YOU WILL DEFEND, INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEY FEES AND COSTS) ARISING OUT OF OR RELATED TO SUCH CLAIM.

4. Changes to this Agreement

At certain times, we may in our discretion need to make revisions to this Agreement. If we do, we will notify you by posting notices on the website or by e-mailing you, as appropriate in the circumstances. If you continue using the Services after the effective date of the changes, you will be deemed to have accepted the revisions. If you do not agree to the revisions, you may terminate this Agreement by notifying us via e-mail at support@eddy.com. Any other changes to this Agreement must be in writing signed by both parties.

5. Services, Payment, and Term

When you sign up using a credit card or other payment method, you authorize us to make the charges disclosed to you at the time you sign up, including recurring payments, where applicable.

We may periodically increase the pricing of the Services. If we do so, we will notify you of any such increase at least thirty (30) days before the increase takes effect.

The term of this Agreement shall be a period of one year, with a one-year renewal occurring automatically at the end of each year unless a party notifies the other not less than thirty (30) days prior to the end of the then-current term that it intends to terminate this Agreement or if either party terminates the Agreement as otherwise provided herein.

6. Trials and Beta Testing

From time to time, we or others on our behalf may offer access to beta models of the Services or trials of paid subscriptions for a specified period without payment or at a reduced rate (each, a “**Trial**”). We reserve the right, in our absolute discretion, to determine your eligibility for a Trial, and, subject to applicable laws, to withdraw or to modify a Trial at any time without prior notice and with no liability, to the greatest extent permitted under the law.

For some Trials, we’ll require you to provide your payment details to start the Trial. AT THE END OF SUCH TRIALS, WE MAY AUTOMATICALLY START TO CHARGE YOU THE APPLICABLE FEES ON THE FIRST DAY FOLLOWING THE END OF THE TRIAL, ON A RECURRING MONTHLY BASIS. BY PROVIDING YOUR PAYMENT DETAILS IN CONJUNCTION WITH THE TRIAL, YOU AGREE TO THIS CHARGE USING SUCH PAYMENT DETAILS. IF YOU DO NOT WANT THIS CHARGE, YOU MUST CANCEL THE APPLICABLE PAID SUBSCRIPTION THROUGH YOUR ACCOUNT’S SUBSCRIPTION PAGE OR TERMINATE YOUR ACCOUNT BEFORE THE END OF THE TRIAL. IF YOU DO NOT WANT TO CONTINUE TO BE CHARGED ON A RECURRING MONTHLY BASIS, YOU MUST CANCEL THE APPLICABLE PAID SUBSCRIPTION THROUGH YOUR ACCOUNT’S SUBSCRIPTION PAGE OR TERMINATE YOUR ACCOUNT BEFORE THE END OF THE RECURRING MONTHLY PERIOD. PAID SUBSCRIPTIONS CANNOT BE TERMINATED BEFORE THE END OF THE PERIOD FOR WHICH YOU HAVE ALREADY PAID, AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE WILL NOT REFUND ANY FEES THAT YOU HAVE ALREADY PAID.

IF THE TRIAL CONSISTS OF ACCESS TO A BETA MODEL, YOU ACKNOWLEDGE THAT THE BETA MODEL HAS NOT BEEN FULLY DEVELOPED AND MAY BE SUBJECT TO DEFECTS THAT WOULD BE UNACCEPTABLE IN A FULLY DEVELOPED VERSION. YOU AGREE THAT THE LICENSE GRANTED UNDER A BETA TRIAL IS WITHOUT WARRANTY OF ANY NATURE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AS WELL AS NON-INFRINGEMENT, AND ANY OTHER WARRANTY. BETA USERS HAVE NO CLAIM WHATSOEVER AGAINST US FOR ANY REASON WHATSOEVER WITH RESPECT TO THEIR USE OF THE SERVICES IN CONNECTION WITH A BETA TRIAL.

7. License and Acceptable Use

Company hereby grants you, subject to this Agreement, a limited non-exclusive, non-sublicensable, non-transferable, license to use the Services for your internal business purposes. You have no rights in the Services other than as expressly provided in this Agreement. You may not download any portion of the website, any Company mobile application, or use any Services

other than for your own personal business use. You may not use any data mining, robots, or similar data gathering tools or otherwise exploit your access to the Services for any commercial purpose. You may not use any of the trademarks, logos, or other proprietary graphics without express written permission, which may be denied in Company's absolute discretion. Company's logos and product and service names are trademarks of Company. All other trademarks appearing on the website, any Company mobile application, or in connection with the Services are trademarks of their respective owners, and our reference to them does not imply or indicate any approval or endorsement by their owners unless such approval or endorsement is expressly made.

In addition to any other things that might constitute a misuse of the Services, you must not, and must not attempt to do the following things:

- modify, alter, tamper with, repair or otherwise create derivative works of any of the Services;
- reverse engineer, disassemble or decompile the software used to provide or access the Services, or attempt to discover or recreate the source code used to provide or access the Services, except and only to the extent that the applicable law expressly permits doing so;
- use the Services for research or benchmarking or any related endeavor with the intent of creating a competing or similar product;
- use the Services in any manner or for any purpose other than as expressly permitted by this Agreement, the Privacy Policy, or any other policy, instruction or terms applicable to the Services;
- sell, lend, rent, resell, lease, sublicense or otherwise transfer any of the rights granted to you with respect to the Services to any third party;
- remove, obscure or alter any proprietary rights notice pertaining to the Services;
- access or use the Services in a way intended to improperly avoid incurring fees or exceeding usage limits or quotas;
- use the Services to: (i) engage in any unlawful or fraudulent activity or perpetrate a hoax or engage in phishing schemes or forgery or other similar falsification or manipulation of data; (ii) send unsolicited or unauthorized junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) advertise or promote a commercial product or service that is not available through Company; (iv) store or transmit inappropriate content, such as content: (1) containing unlawful, defamatory, threatening, pornographic, abusive, libelous or otherwise objectionable material of any kind or nature, (2) containing any material that encourages conduct that could constitute a criminal offense, or (3) that violates the

intellectual property rights or rights to the publicity or privacy of others; (v) store or transmit any content that contains or is used to initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware; or (vi) abuse, harass, stalk or otherwise violate the legal rights of a third party;

- interfere with or disrupt servers or networks used by Company to provide the Services or used by other users to access the Services, or violate any third party regulations, policies or procedures of such servers or networks or harass or interfere with another user's full use and enjoyment of any of the Services;
- access or attempt to access Company's other accounts, computer systems or networks not covered by this Agreement, through password mining or any other means;
- cause, in Company's sole discretion, inordinate burden on the Services or Company's system resources or capacity; or
- share passwords or other access information or devices or otherwise authorize any third party to access or use the Services.

8. Third-Party Applications

The Services may be integrated with third-party applications, websites, mobile applications, and services (“**Third Party Applications**”) to make available content, products, and/or services to you. Although you may pay for these Third-Party Applications through our Services, these Third-Party Applications may have their own terms and conditions of use and privacy policies and your use of these Third-Party Applications will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that we do not endorse and are not responsible or liable for the behavior, features, or content of any Third-Party Application or for any transaction you may enter into with the provider of any such Third-Party Applications despite integration with our Services.

9. Your Account and Collaborators

You are responsible for maintaining the confidentiality of any account information, including your login and password, and for restricting access to your computer, mobile device, tablet, or other electronic device you use to access the Services, and you agree to accept responsibility for all activities that occur under your account or password. Company reserves the right to refuse service, terminate accounts, remove or edit content in its sole discretion. You are also solely

responsible for the accuracy and currency of the data entered into the Services under your user account. You agree to indemnify and hold Company harmless from and against any claim related to content, accuracy, or currency of the information you provide through the Services.

The Services may provide you with the opportunity to invite employees, contractors, attorneys, and other service providers (“**Collaborators**”) to access Your Data and User Content associated with your account. If this functionality is made available to you and you use this functionality, you shall be solely responsible for the actions of your Collaborators. Company may limit the number of licensees with whom an individual Collaborator may collaborate and may require a Collaborator to obtain a paid license at any time, in Company’s sole and absolute discretion. Collaborators are not third-party beneficiaries of this Agreement and are not entitled to any remedies or rights under this Agreement.

Further, you may have an option to link your third-party email account to the Services, which function allows us to access and edit the calendar associated with said email account. When you link third-party, you authorize us to collect, store, and use any Data (as defined in our Privacy Policy) the third-party platform may give us (i.e. email address, username, etc. Please note that any third-party platform you link to the Services likely has its own privacy policy that governs its use and processing of your data. Please refer to any applicable third-party privacy policy for information regarding their use and processing of your information.

10. Confidentiality

10.1 Confidential Information. During the term of this Agreement, each party or its employees, consultants, or agents may receive information of the other party that is proprietary or confidential (“**Confidential Information**”). Each party agrees to hold the Confidential Information of the other party in confidence and not to disclose such Confidential Information to any third parties except as expressly authorized by this Agreement or to use such Confidential Information for purposes outside the scope of this Agreement. Each party may disclose the Confidential Information of the other party only to its employees, consultants and agents who need to know such Confidential Information for the purposes of this agreement and who are subject to confidentiality obligations at least as protective of the Confidential Information as those set out herein. Each party will advise its employees, consultants and agents of their responsibilities under this Agreement and be responsible for any breach of this section by its employees, consultants or agents. Confidential Information shall not include information that is: (a) part of, or becomes part of, the public domain (other than by disclosure by the receiving party in violation of this Agreement); (b) previously known to the receiving party without an obligation of confidentiality; (c) independently developed by the receiving party outside this Agreement and without use of the Confidential Information; (d) rightfully obtained by the

receiving party from third parties without an obligation of confidentiality; or (e) otherwise addressed in this Agreement.

10.2 Exceptions. Notwithstanding the foregoing, either party may disclose the Confidential Information of the other party to the extent such disclosure is required to comply with applicable law or the valid order or requirement of a governmental or regulatory agency or court of competent jurisdiction, provided that the disclosing party (a) restricts such disclosure to the maximum extent legally permissible; (b) notifies the party to whom the Confidential Information belongs as soon as practicable of any such requirement and cooperate with such party to seek a protective order or other legal remedy attempting to prevent the public disclosure of the Confidential Information; and (c) that subject to such disclosure, such disclosed materials shall in all respects remain subject to the restrictions set forth in this Agreement.

10.3 Remedies. The parties acknowledge that their respective Confidential Information is unique and valuable, and that breach by a party of the obligations of this section regarding the other party's Confidential Information could result in irreparable injury to the other party for which monetary damages alone would not be an adequate remedy. Therefore, the parties agree that in the event of a breach or anticipated breach of this section, the affected party shall be entitled to seek injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

11. Links and Third-Party Rights

Company may provide links to other websites, resources, or mobile applications. Because we have no control over such sites and resources, you acknowledge and agree that Company is not responsible for the availability or content of such external sites, resources, or mobile applications.

12. Copyright and Title

The Services and all copyrights, trade secrets and other proprietary rights therein, including any derivative work, are, and will remain the sole property of Company, regardless of the use made by you; and are protected by certain United States and international copyright laws and trademark laws. The Services are licensed, not sold, to you. This Agreement confers no title of ownership in the Services and are not a sale of any rights in the Services, including any intellectual property rights related thereto.

13. Disclaimer of Warranty

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND EVERY ELEMENT THEREOF, INCLUDING WITHOUT LIMITATION THIRD-PARTY CONTENT, ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT OR GUARANTEE THE AVAILABILITY, CURRENCY, COMPLETENESS, ACCURACY, OR TRUTHFULNESS OF ANY INFORMATION PROVIDED BY OR WITH RESPECT TO THE SERVICES. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE WEBSITE, MOBILE APPLICATION, AND DELIVERY OF THE SERVICES SHALL BE UNINTERRUPTED, ERROR-FREE, OR MEET YOUR DESIRED REQUIREMENTS.

Because some jurisdictions may not allow the exclusion of implied warranties, such limitation may not apply in its entirety to Licensee. Any warranties made in this Agreement are for your benefit only.

14. Limitation of Liability

IN NO EVENT WILL COMPANY, ITS SUPPLIERS, SHAREHOLDERS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF OR RELIANCE UPON THE SERVICES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL COMPANY’S TOTAL LIABILITY OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT AND USE OF THE SERVICES (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU DURING THE 12-MONTH PERIOD PRIOR TO SUCH CLAIM ARISING. THE PARTIES AGREE THAT THIS SECTION SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF CONSIDERATION OR OF AN EXCLUSIVE REMEDY. THE PARTIES ACKNOWLEDGE THAT THE PRICES HAVE BEEN SET AND THE AGREEMENT ENTERED INTO IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THAT ALL SUCH LIMITATIONS FORM AN

ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. BECAUSE SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SUCH LIMITATIONS MAY NOT APPLY.

15. Service Limitations and Modifications

Company will make reasonable efforts to keep the Services operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under applicable law, we reserve the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Services, with or without notice, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of the Services or any function or feature thereof. You understand and agree that Company has no obligation to maintain, support, upgrade, or update the Services, or to provide all or any specific content through the Services. Company and/or the owners of any Content may, from time to time, remove any such Content without notice to the extent permitted by applicable law.

16. Termination; Survival

This Agreement may be terminated by either party upon the breach of any material provision of this Agreement that is not cured within thirty (30) days after notice of breach. However, in the event of termination for any reason, you acknowledge and agree that the perpetual license granted by you in relation to User Content is irrevocable and will therefore continue after expiry or termination of this Agreement. We may terminate this Agreement or suspend your access to the Services at any time, and with or without notice, in the event of your actual or suspected unauthorized use of the Services and/or Content. You may terminate this Agreement at any time, but in no event shall you receive a refund of fees or other payments, whether paid in arrears or in advance.

Any provisions of this Agreement that, either explicitly or by their nature, must remain in effect even after termination of the Agreements to give effect to those provisions, shall survive termination.

17. Post-Termination Assistance

For a period of thirty (30) days following termination for any reason, Company agrees to provide Your Data to you in a reasonably approved format, upon request. If you desire any other assistance to transition to a new provider of similar services, Company may do so in its discretion after receipt of reasonable fees at Company's standard hourly rates for the provision of such transition services.

18. Governing Law and Jurisdiction

The Services are operated by Company from its offices in Utah in the United States. The validity, construction, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without reference to choice of law principles. You expressly agree that exclusive jurisdiction for any claim or dispute with Company, this Agreement, or relating in any way to your use of the Services resides in the federal and state courts located in Salt Lake County, State of Utah, and you do hereby submit to and consent to jurisdiction and venue in the courts of that state. You agree to waive any defense pertaining to jurisdiction and venue. In the event any provision hereof shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

19. Attorney Fees

In case of an action to enforce any rights or conditions of this Agreement, or appeal from said proceeding, it is mutually agreed that the losing party in such suit, action, proceeding or appeal shall pay the prevailing party's reasonable attorney fees and costs incurred.

20. Entire Agreement

This Agreement, combined with our Payroll Terms, where applicable, is a binding contract and constitutes the entire agreement and understanding of the parties, whether oral or written, relating to the subject matter hereof; are intended as the parties' final expression and complete and exclusive statement of the terms hereof, superseding all prior or contemporaneous agreements, representations, communications, and understandings, whether written or oral; and may be amended or modified only by an instrument in writing signed by both parties.

21. Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision or of the right to enforce such provision or any other provision.

22. Severability; Binding Effect

If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be impaired. This Agreement shall be binding on and inure to the benefit of the parties and their permitted heirs, personal representatives, successors, and assigns.

23. Force Majeure

Company will not be liable for or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond Company's reasonable control.

24. Defense and Indemnification

In addition to the other provisions of this Agreement, you agree to defend Company, and Company's employees, officers, directors, agents, subsidiaries, affiliates, representatives, successors, and assigns (collectively "Company Parties") from any actual or threatened third-party claim arising out of or based upon (1) your and your Collaborators' use of the Services, including without limitation any claim by your client or customer based on the inaccuracy, untimeliness, or incompleteness of any Third-Party data, (2) your failure to comply with any of the provisions of applicable law, and (3) your breach of any of the provisions of this Agreement. In addition, you agree to indemnify, defend, and hold harmless the Company Parties from and against: (a) all damages, costs, and attorney fees finally awarded against the Company Parties in any proceeding under this section; (b) all out-of-pocket costs (including reasonable attorney fees) reasonably incurred by the Company Parties in connection with the defense of such proceeding (other than when you have accepted defense of such claim); and (c) if any proceeding arising under this section is settled, any amounts to any third party agreed to by you in settlement of any such claims. The Company Parties may control, in their sole discretion, the defense or settlement of any third-party claims.

Company agrees to indemnify and hold you harmless from any final judgment (except through confession of judgment) obtained by a third party you due to Company's actual (not alleged or perceived) infringement of a third-party's intellectual property rights through Company's Services or platform.

25. Electronic Communications

When you visit us at EddyHR.com, download and use any Company mobile application, submit job applications through the Services posted by our customers and business partners, or send emails to us, you are communicating with us electronically, and you consent to receive communications from us electronically. We will communicate with you by email or by posting notices on our website or through notifications on any Company mobile applications. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Your use of some features of our Services, including submission of job applications and information (i.e. resumes), may include our communicating with you via SMS or other text messages mechanisms ("**Messages**"). Your participation in these features, including by entering your phone number into the Services, constitutes your prior express written consent to receive Messages from Eddy HR, either directly or through our service providers, or from our customers and business partners; provided, however, that Eddy HR is not responsible and carries no liability for text messages, emails, or other electronic notifications sent directly by our customers to such users.

You certify, warrant, and represent that the telephone number(s) that you have provided to us are your contact numbers and that you are permitted to receive calls or Messages at such telephone numbers. You shall promptly alert us whenever you stop using a particular telephone number.

Your consent includes your express consent for us to send you promotional, marketing, informational, and administrative Messages. You can unsubscribe from further Messages by replying STOP. Further, you acknowledge that your mobile carrier's standard charges and data rates may apply received by you.

For our customers, you acknowledge that Messages sent by us may include a "Powered by Eddy" moniker.

26. Independent Contractors

The parties to this Agreement are independent contractors, and there is no actual or intended relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party is an agent of the other party, and neither party has the authority to bind the other party, or to incur any obligation on the other party's behalf.

27. Privacy Rights

Use of the Services may involve the processing of the personal information of various individuals, including your employees, administrators, officers, vendors, contractors, and others. We comply with all applicable laws related to privacy protection, and you agree to also comply with all such laws.

For purposes of complying with the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("EU GDPR") and United Kingdom General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 ("UK GDPR") (collectively, when applicable, the "GDPR"), we have adopted a Data Processing Agreement ("DPA") located at <https://eddyhr.com/data-processing-agreement/>, which governs how we process the personal data we receive in connection with your use of the Services. The DPA is incorporated into this Agreement as if it were set forth in full herein. For individuals residing in the EU and the UK, the DPA incorporates the appropriate transfer mechanisms attached thereto for purposes of authorizing and allowing data controllers to transfer personal data for processing in the United States.

We also comply with the provisions of the California Consumer Privacy Act and the California Privacy Rights Act, to the extent such laws apply to us, as described in our Privacy Policy.

As other laws related to privacy protection are adopted in jurisdictions across the world, we attempt to comply with those laws to the extent such laws apply to us, and you must also comply with those laws as they are adopted.

28. SECURITY BREACH

In the event of a security breach, as defined by applicable local, state, national, and international laws, rules and regulations, by Company or its employees, contractors or agents (in their capacity as such), upon discovery of such breach, Company will: (a) initiate remedial actions that are in compliance with applicable law and consistent with industry standards; and (b) promptly notify

you of the security breach, its nature and scope, the remedial actions Company will undertake. You will be responsible for fulfilling your obligations under applicable law.

PAYROLL SERVICE TERMS OF SERVICE

These payroll service terms of service (“Payroll Terms”) are incorporated into our Agreement. All provisions of the Agreement are still applicable to your use of the Payroll Service; provided, however, that to the extent any provisions of these Payroll Terms conflict with provisions of the Agreement, these Payroll Terms control. All capitalized terms not otherwise defined in these Payroll Terms have the meanings given them in the Agreement.

These Payroll Terms apply to you when you enroll in our full-service payroll service (“Payroll Service”). When you enroll in the Payroll Service, you agree to abide by these Payroll Terms. We encourage you to carefully read these Payroll Terms as they represent a legally binding agreement between us and you.

The Payroll Service is included in the term “Services” under the Agreement.

A. Payroll Service

The term “Payroll Service” includes our provision of a platform that allows you to automate payroll processes, including but not limited to approval of paid-time off requests, reimbursements, bonuses, calculate taxes and withholdings, review and submit payroll through direct deposit and printed check options, automate quarterly and annual tax filings and payments, distribute end-of-year W-2 and 1099 documents, and supply your employees with their personal payroll information.

To the extent that you satisfy your obligations under these Payroll Terms, including payment of all fees associated with your use of the Payroll Service, including but not limited to transferring the necessary funds to our Service Providers or ensuring that such funds are available to process payroll deposits (“Payroll Fees”), we will provide you the Payroll Service in a professional manner.

B. Your Obligations, Representations, and Warranties

Our provision of the Payroll Service relies on you providing and uploading complete and accurate Payroll Information into the Payroll Service. “Payroll Information” means any information provided to us through the Payroll Service, including but not limited information to calculate and pay employee payroll, such as wage and salary information and hours worked, if applicable, paid-time off information, employee benefit information, bank information,

information related to payroll tax obligations, such as your employer identification number, unemployment insurance tax rates, payroll schedule, federal and state tax information, local powers of attorney (if necessary), and any other information provided by you and necessary for our provision of the Payroll Service.

You shall upload complete and accurate Payroll Information into the Payroll Service and shall keep all Payroll Information up-to-date and accurate. You shall immediately correct any inaccurate or missing Payroll Information either through the Payroll Service or by contacting us directly. When you upload Payroll Information to the Payroll Service: (1) such upload constitutes your approval for us and our Service Providers to manage and run your payroll and any other services contemplated by the Payroll Service; (2) you represent and warrant that: (a) the Payroll Information is accurate and complete; (b) the Payroll Information processed through the Payroll Service will not violate any applicable law; (c) the Payroll Information does not infringe on the intellectual property, moral, or other rights of any third party; and (3) you waive and release Company and its Service Providers from any claims related to the inaccuracy, errors, or omissions of the Payroll Information by your employees, regulators, administrative agencies, or other third parties. Neither we nor our Service Providers are responsible for the accuracy or completeness of any Payroll Information uploaded to the Payroll Service.

You shall obtain all necessary consents from your employees to include their personal information as Payroll Information in the Payroll Services. While you are primarily responsible to obtain all legal consents necessary to process payroll, make tax payments or withholdings, file tax documents, or any other action that is part of the Payroll Service, we may provide assistance through the Services to collect and maintain any such consents.

You shall appoint at least one point of contact (“Payroll Administrator”) with which we may communicate as needed to provide the Payroll Service. You may have the option to appoint more than one Payroll Administrator in your discretion. We will look solely to the Payroll Administrator(s) for any instructions, changes, authentication of information, and any other process to operate the Payroll Service.

You shall ensure that you timely pay and make available all Payroll Fees. If you do not have sufficient funds available to satisfy payroll payments, we may terminate the Payroll Service upon five (5) days written notice. Further, we and our Service Providers are not responsible for any failed payroll payments due to your failure to ensure that funds are available to make all necessary payroll and tax payments.

You are required to satisfy all legal obligations before you begin using the Payroll Service, including but not limited to deposits of all federal, state, and local withholding liabilities, payroll returns to tax agencies due for tax liabilities, cancelling any previous payroll services of professional employee organizations or leasing companies, submitting appropriate tax filings, and any other obligation or liability incurred prior to enrolling and using the Payroll Service.

C. Third-Party Service Providers

We have engaged third-party service providers (“Service Providers”) to assist us in providing the Payroll Services. Specifically, we use Check (www.checkhq.com) to process payroll payments and manage tax payments, distributions, withholdings, and filings. To use the Payroll Service, you must agree to Check’s terms of service and payroll user service terms, as applicable. By using the Payroll Service, you agree to our use of Check’s services to operate the Payroll Service. You acknowledge that certain parts of the Payroll Service are operated through Check and governed by Check’s terms of service. You shall timely pay all Payroll Fees to ensure that we and our Service Providers can timely operate and process the Payroll Service.

D. License to and Processing of Payroll Information

You hereby consent and grant us and our Service Providers’ a limited, transferable, sub-licensable, royalty-free, revocable, non-exclusive license to use and access the Payroll Information to provide the Payroll Service. Your license to us and our Service Providers includes the right to use and disclose Payroll Information in an aggregated, de-identified, or anonymized manner to perform analytics, improve the Payroll Services, or for any other legal purpose.

Further, you consent to our or our Service Providers’ disclosure of Payroll Information to banks or other financial institutions to operate the Payroll Service.

You acknowledge that as part of the Payroll Service, we may process Payroll Information in our systems. We will take commercially reasonable efforts to maintain the integrity, security, and privacy of all Payroll Information. You further acknowledge that as part of the Payroll Service, we act as an intermediary between you and your employees and consent to us sharing certain Payroll Information with your employees.

E. Indemnification

In addition to the other provisions of the Agreement, you shall defend, indemnify, and hold harmless Company, and Company's employees, officers, directors, agents, subsidiaries, affiliates, representatives, successors, and assigns (collectively "Company Parties") from any actual or threatened third-party claim arising out of or based upon (1) you and your Payroll Administrator’s use of the Payroll Service, including without limitation any claim by your employees or any governmental entity based on the inaccuracy, untimeliness, or incompleteness of any Payroll Information, (2) your failure to comply with any of the provisions of applicable law, and (3) your breach of any of the provisions of these Payroll Terms. Your indemnification obligations under this section include: (x) all damages, costs, and attorney fees finally awarded against the Company Parties in any proceeding under this section; (y) all out-of-pocket costs (including reasonable attorney fees) reasonably incurred by the Company Parties in connection with the defense of such proceeding (other than when you have accepted defense of such claim);

and (z) if any proceeding arising under this section is settled, any amounts to any third party agreed to by you in settlement of any such claims. The Company Parties may control, in their sole discretion, the defense or settlement of any third-party claims.

F. Effect of Termination of Payroll Service

If either party terminates the Payroll Service, Company is not responsible and has no obligation to make further payroll payments, tax payments, withholdings, or filings, or any other actions that occur as part of the Payroll Service. You acknowledge that if either party terminates your access to the Payroll Service, you shall immediately make other arrangements to process your next scheduled payroll to your employees and timely make any tax or other elections as necessary to keep your company and your employees in compliance with all applicable laws.