JoinedUp Terms and Conditions for Service

These terms govern your remote access to and use of the **JoinedUp** service **("JoinedUp")**, Beeline's proprietary extended workforce platform, a web-based application that includes any upgrades, modifications, derivative works, or enhanced versions thereof owned and operated by Beeline.com, LLC and its affiliates (collectively "**Beeline**"). You ("You" or "**Client**") understand that acceptance of the JoinedUp Terms and Conditions is considered acceptance of the commercial terms included in the JoinedUp Services Order ("**Services Order**") linked here and the JoinedUp Data Protection Agreement ("**DPA**") linked here (together, the "**Agreement**"). Following acceptance of the Agreement, Client may use JoinedUp to facilitate Client's procurement and management of workers ("**Workers**") and submit information which Beeline may process on behalf of Client. Further, the individual accepting these terms stipulates that they are a representative of Client who is authorized to bind Client to these terms. If you do not have such authority, or if you do not agree with these terms, you must not accept these terms and may not use JoinedUp.

The following section applies to the JoinedUp Free Trial program only:

__Free Trial.__ The duration of the program is 90 days from the acceptance of these terms by Client. Your use of the Free Trial will automatically terminate at the end of 90 days. Beeline may terminate the Free Trial program at any time. Client and Workers shall provide Beeline with Feedback during the trial period. Feedback means ideas, suggestions, or proposals regarding JoinedUp, provided by Users to Beeline, including any such information derived from usage data. Client and Workers shall grant Beeline a non-exclusive, worldwide, royalty-free license that is sub-licensable and transferable, to make, use, sell, have made, offer to sell, import, reproduce, publicly display, distribute, or modify the Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. Free Trial is available on an as-is and as available basis and without any warranty, support services or service levels.

The remaining terms and conditions apply to Client's use of JoinedUp:

1. **JoinedUp Access.** During the Term, Beeline grants Client and its affiliates a limited, nonexclusive, nontransferable right to access and use JoinedUp and all Documentation related thereto. **"Documentation"** means the User instructions and such other instructional information provided by Beeline to Users for use with the Beeline JoinedUp and Services. Users shall use and access JoinedUp solely for Client's business purpose of temporary labor/contingent service management. "**Users**" means Client and its affiliates, and the employees, consultants, and agents (including Workers) of each using or accessing JoinedUp and/or Documentation. Client is responsible for (i) maintaining the security of its access codes and is responsible for all activities taken under its access codes or by its Users and the manner in which Client and the Users use JoinedUp; (ii) Users' compliance with these terms and applicable laws; (iii) the accuracy, quality, legality, and compliance with these terms of Client Data input or solicited for input into JoinedUp, including the acquisition and use of Client Data in compliance with applicable laws and in connection with JoinedUp; and (iv) shall administer the registration and password access of its Users and remove or deny access to terminated or unauthorized Users and immediately notify Beeline of any unauthorized use or access.

2. **Worker Services.** Beeline facilitates Client's procurement of services from Workers but does not act as an agent of Client or Workers. Client or its agent is responsible for maintaining a direct contractual relationship with each Worker for that Worker's services, and Beeline shall not serve as a prime contractor in any regard. Beeline is not responsible for the acts or omissions of any Worker, the services or products provided by or derived from any Worker, or any information provided by any Worker (including the accuracy, validity, or authorization thereof). Client or its agent (and not Beeline) is responsible for conducting interviews, final skills validations, and screenings and making final procurement decisions for each Worker. Beeline is not responsible for performing any services with respect to vetting the Workers, including but not limited to verifying or confirming the skills, experience or history, or legal status of Workers and is not responsible for any employment decisions made by Client or its agents.

3. **Payment and Taxes**. Except for during the Free Trial period, Client shall pay the Fees (as set forth in the pricing package selected by Client) immediately when billed by Beeline. Client will be billed for the annual subscription fees quarterly in advance. Any undisputed amount not paid in full when due shall be subject to interest at the rate of one and one-half percent (1.5%) per month (or 18% per annum), or the highest amount permitted by law, whichever is lower, and Beeline may elect to terminate the Service following missing or late payment by Client. Any good faith disputes shall be brought to Beeline's attention within 120 days of receipt of the Services or shall be deemed approved by Client. Client shall remain responsible for the payment of all applicable taxes, duties, assessments and levies attributable to the fees or use of Joined Up. Client may not deduct from fees amounts due for any of the foregoing taxes for which Client is responsible

4. **Proprietary Rights.** Client acknowledges and agrees that JoinedUp and components thereof may be subject to copyright, trade secret and other intellectual property protections in favor of Beeline and its licensors. No rights are granted to Users other than as expressly set forth herein. All trademarks, service marks, patents, copyrights, trade secrets, and all aspects of JoinedUp are and shall remain the exclusive property of Beeline or its licensors, whether or not specifically recognized or perfected under applicable law. All work product that Beeline may create for Client in connection with JoinedUp is and will be the exclusive property of Beeline unless specifically agreed otherwise in writing. Nothing in these terms shall entitle Users to the object or source code of JoinedUp or grant any proprietary rights in JoinedUp to Users Beeline owns and may use, derive, modify, create, aggregate, and disclose Use Data. **"Use Data"** means data or information about the performance, operation, transactions (including benchmark data), or use of JoinedUp or Workers which has been aggregated or anonymized such that the results are not identifiable with respect to Client Data, or an individual.

5. **Prohibited Uses.** Client and Users will not: (i) sell, rent, lease, use in a service bureau, or sublicense JoinedUp; (ii) decompile, disassemble, create competing products from or otherwise reverse engineer JoinedUp; (iii) probe, breach, or attempt to circumvent JoinedUp security measures; (iv) transmit any data or information that Client does not possess the lawful right to transmit or transmit any data that would violate any applicable law, including applicable data privacy law; (v) transmit or permit the transmission of data for other than the authorized purpose or use automation-based technical frameworks (aka 'BOT') or use unsanctioned integrations or interfaces that perform screen-scraping technology on JoinedUp or other Beeline proprietary systems; (vi) post or intentionally transmit into JoinedUp any content that contains a virus, cancelbot, Trojan horse, worm or other harmful, malicious or destructive code to be installed or introduced into JoinedUp, telecommunication or other information systems; or (vii) remove or destroy any proprietary markings, confidential legends or any trademarks or trade names of Beeline or its licensors placed upon or contained within JoinedUp or Documentation. Client shall immediately notify Beeline if it becomes aware of any use or conduct that violates any of these restrictions. Beeline reserves the right to restrict or deny use or access of or to JoinedUp by any individual User that Beeline reasonably determines is or may be engaged in improper use or access or is otherwise compromising the integrity of the JoinedUp or Client Data.

6. **Client Data. "Client Data"** means any content or data uploaded, posted, or transmitted into Client's instance of JoinedUp, whether by Users or Client. Client data does not include data that is deidentified or aggregated so that it is stripped of the characteristics that enable a third party to identify individuals or the Client. As between Client and Beeline, Client shall retain ownership of Client Data, as well as any output that contains Client Data and is a by-product that results from or is generated through the use of JoinedUp. Client is responsible for actions taken by Beeline pursuant to Users' instructions with respect to the Client Data (provided that Beeline acts in accordance with such instructions). Client may direct Beeline to transfer Client Data or Confidential Information to third-party providers not affiliated with Beeline. Beeline shall not be liable with respect to any such transfer or the third party's use of Client Data or Confidential Information.

7. **Security and Privacy.**
In order for Beeline to provide the services via JoinedUp, it may be necessary for Users to disclose Personal Information to Beeline. **"Personal Information"** means data related to an individual that, alone or in combination with other data, permits the identification of an individual. Client and Users will comply with their obligations under all applicable privacy laws in relation to their collection, use, and disclosure of Personal Information, and where required by law, Users will obtain or cause to be obtained the appropriate consents from individuals, including Workers, prior to such collection, use, and disclosure to Beeline. Users are responsible for entering such information in the appropriate fields of JoinedUp, and ensure that the collection, use, processing, and disclosure of such Personal Information complies with all applicable laws, including without limitation all anti-discrimination, anti-harassment, and data privacy laws. Client shall indemnify Beeline from and against any

damages, suits, charges, losses, fines, penalties, costs, liabilities, interest, and expenses (including reasonable legal fees) arising from any claim or other legal proceeding against Beeline in respect of Users' failure to comply with this obligation. Beeline agrees that it shall: (i) treat all Personal Information as Confidential Information of the Client; and (ii) comply with the privacy policy set forth on its website at www.beeline.com/privacy-policy/. Restricted Access Data must be entered into data fields designated for each specific category of Restricted Access Data and assigned by Beeline. Beeline shall not be liable for any loss, theft, destruction, or use by a third party of any such Restricted Access Data improperly entered into JoinedUp in fields not designated for such purpose. **"Restricted Access Data"** means the following categories of Personal Information: full date of birth, full social security number or national ID, ID number (passport or drivers license), ID type and ID expiration date, ethnicity, nationality, race, religion, age, disability, marital status, veteran status, gender, visa effective date, visa status visa type, resume attachments. Client acknowledges and agrees that JoinedUp use and access involve browser-based technology that entails the transmission of information across the Internet. Beeline has no control over any unauthorized access or any event that occurs on servers, transmission media, and equipment not controlled by Beeline. Client also acknowledges and agrees that, despite reasonable measures and diligent efforts, Beeline cannot guarantee that information submitted or accessed will not be subject to unauthorized view or access by third parties using countermeasures or code-breaking technologies. The Parties further agree to the Security and data privacy terms set forth in the JoinedUp DPA linked above.

8.   **Confidential Information.** The parties acknowledge and agree that they each may come into contact with Confidential Information of the other party. The parties each agree that they will use the same degree of care to protect the other party's Confidential Information as used to protect their own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care, including with respect to: not, directly or indirectly, disclosing any of the other party's Confidential Information to any third party or using any of the other party's Confidential Information for any purpose other than in furtherance of this Terms, except with the other party's prior written consent. **"Confidential Information"** means confidential or proprietary information of a party, including but not limited to employee and candidate identities, components or elements of JoinedUp, competitively sensitive information, business plans and information, and sales and product plans and data, which is designated, or which a reasonable person knows or should know is confidential. The term "Confidential Information" shall not include any information that: (i) is or becomes generally known to the public other than as a result of a disclosure in breach of this Terms; (ii) is rightfully in the possession of a party prior to disclosure by the other party; (iii) is received by a party in good faith and without restriction from a third party having the right to make such disclosure and not under a confidentiality obligation to the other party; or (iv) is independently developed by a party without reference to the Confidential Information of the other party. The parties acknowledge and agree that either party may disclose Confidential Information of the other party if disclosure is required by law or process, but only after giving advance written notice (where not prohibited by law) to the other party to reasonably allow for an opportunity for such party to secure an appropriate protective order or other measure limiting disclosure. The parties shall reasonably cooperate in seeking such protection, at the expense of the party seeking such protection. The parties acknowledge that the disclosure or unauthorized use of Confidential Information may cause irreparable injury and damages may not be readily ascertainable. The parties shall, therefore, be entitled to injunctive relief upon disclosure or improper use, or threatened disclosure or improper use, of any Confidential Information, without a requirement to prove irreparable harm or post bond, in addition to such other remedies as may be available at law or in equity. Without limitation of the foregoing, either party shall promptly advise the other party in the event that it has reason to suspect a threatened or actual disclosure or improper use of Confidential Information contrary to these terms. Upon termination or expiration of these terms and at Client's written request, Beeline agrees to destroy all Client Confidential Information and Client Data according to Beeline's reasonable timelines and process. Notwithstanding the foregoing, (i) Beeline shall be permitted to retain a copy of Client's Confidential Information and Client Data in its back-up system, to the extent such copy was made in the ordinary course of Beeline's standard back-up procedures, and (iii) Beeline shall be permitted to retain a copy of Client's Confidential Information and Client Data as necessary to substantiate the services, in each event subject to the continued applicability of and Beeline's continued compliance with the confidentiality obligations herein. Upon termination or expiration of the Terms, Users shall return or destroy the Documentation and any Beeline Confidential Information, including all related documentation and copies thereof, in Users' possession.

9.   **Publicity.** At Client's election, (i) Client consents to Beeline's announcement of Client's selection of JoinedUp, subject to Client's editorial review and approval; or (ii) Client shall serve as a reference upon Beeline's reasonable request, or (iii) Client shall cooperate in publishing a use case at least once during the term, or (iv) Client shall submit a written, publishable, testimonial.

10.   **Warranty Disclaimer.** Beeline warrants that JoinedUp will perform materially as specified in the Documentation and these terms. Beeline and its licensors do not warrant that JoinedUp or Documentation will (i) meet Client's business needs; (ii) operate uninterrupted, secure or error free; (iii) work in combination with other hardware, software, systems or data not provided by Beeline; or (iv) that all program errors that do not materially affect agreed functionality will be corrected. EXCEPT AS EXPLICITLY STATED HEREIN, BEELINE OFFERS JOINEDUP AND DOCUMENTATION "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. BEELINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY. NO ACT OR STATEMENT BY BEELINE OR ITS PERSONNEL SHALL OPERATE TO MAKE OR CONSTITUTE A WARRANTY OR REPRESENTATION.

11.   **Third-Party Claims.** Beeline agrees to indemnify and defend Client, all persons or entities controlled by or under common control with Client, and all of their directors, officers and employees Indemnitees, ("**Client Indemnitees**") from and against any third party claim or action that JoinedUp or Documentation infringes a United States patent, copyright or trade mark when used according to this Terms, and Beeline agrees to indemnify each Client Indemnitee from any costs and/or damages awarded against such Client Indemnitee in any such infringement claim or action or settlement thereof, provided that (i) Client promptly notifies Beeline in writing of such claim; (ii) Client Indemnitee grants Beeline sole control of the defense and any related settlement negotiations; and (iii) Client Indemnitee cooperates with Beeline in the defense of such claim. Notwithstanding the foregoing, Beeline shall have no liability to a Client Indemnitee for indemnification or obligation of defense if the claim of infringement is based upon JoinedUp or Documentation that is (i) used or accessed other than for the expressly approved purpose and according to Documentation; (ii) modified by a person or entity other than as approved in writing by Beeline; or (iii) used, accessed or combined with products not supplied by Beeline or approved in writing by Beeline when JoinedUp or Documentation is/are not infringing absent such use or combination. Beeline may require that Client cease use of JoinedUp or Documentation, or any component thereof, if Beeline determines in its sole discretion that a claim indemnified hereunder is or may be present or threatened. The foregoing states the entire liability of Beeline with respect to claims of infringement of any patents, copyrights, service marks, or trademarks by JoinedUp or Documentation or any part thereof.

12.   **Limitation of Liability.** IN NO EVENT SHALL CLIENT OR BEELINE, THEIR AFFILIATES, OR LICENSORS, BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, COSTS OF PROCUREMENT OR SUBSTITUTE SERVICES, DAMAGES RESULTING FROM LOSS OF PROFITS, LOSS OF DATA, USE OF DATA OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, EVEN IF AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, EXCEPT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH BEELINE'S FRAUD OR WILLFUL MISCONDUCT OR FOR BEELINE'S INFRINGEMENT OF INTELLECTUAL PROPERTY, THE AGGREGATE LIABILITY OF BEELINE, OR ITS AFFILIATES, OR LICENSORS, FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OR THE PERFORMANCE OF JOINEDUP OR DOCUMENTATION, SHALL NOT EXCEED $5,000 WITHOUT REGARD TO WHETHER A CLAIM IS BASED ON CONTRACT OR TORT, INCLUDING NEGLIGENCE. THE PARTIES AGREE THAT THIS PROVISION IS A RATIONAL LIABILITY ALLOCATION AND SHALL NOT BE INVALIDATED FOR FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

13.   **Term; Termination.** These Terms will remain in full force and effect while Client is a user of JoinedUp and pays all applicable subscription fees. Beeline and Client may terminate these terms and access to JoinedUp at any time for convenience. Either party may terminate these terms if the other party commits a material breach of these terms, that remains uncured after the expiration of thirty (30) days' advance written notice specifying the basis for the breach. The parties shall reasonably cooperate in an effort to resolve and cure the alleged breach.

Upon termination or expiration of these terms, access and use rights to JoinedUp shall terminate, and all Users shall immediately cease use of JoinedUp and Documentation. Should Client terminate the Agreement, Client will continue to have access to the Service until the end of the then current quarter. For the avoidance of doubt, the prepaid quarterly fee paid for the quarter in which the termination takes place will not be reimbursed to Client.

14. **Insurance.** Beeline shall maintain throughout the duration of these terms the following insurance: (i) worker's compensation insurance as required by applicable state and federal worker's compensation laws; (ii) employer's liability insurance with a limit of not less than $500,000 for each accident and $500,000 per employee for bodily injury by disease, with an aggregate limit of $500,000 per injury; (iii) commercial general liability insurance for tangible property damage and personal bodily injury with a single limit of no less than $1,000,000 per occurrence/$2,000,000 general aggregate; (iv) excess liability insurance coverage increasing the aggregate limits on the coverage under (ii) and (iii) to $5,000,000; and (v) errors and omissions/cyber insurance coverage of $5,000,000.

15. **Miscellaneous.**

a) Beeline agrees to remain responsible for any acts or omissions of any subcontractors or affiliates it engages to perform the Services in the same manner as for its own acts and omissions hereunder. b) Beeline may modify JoinedUp and Documentation, or the manner in which JoinedUp and Documentation are made available, provided that any such modifications shall not degrade the basic functionality. c) Each party's performance under these terms (on behalf of itself and its Users) and use of JoinedUp is and will be compliant with applicable international, federal, state, local laws and government rules and regulations. d) The parties agree that the relationship between them is solely that of independent contractors, not employment, partner, joint venture, funds or money transmitter, payment clearinghouse, or agent, and that no act or statement of either of them will operate to bind the other and that neither party shall hold itself out or have any authority as an agent of the other for any purpose whatsoever. e) Beeline may, in its sole discretion, modify or replace these terms. By continuing to access or use JoinedUp after such revisions become effective, Client shall be bound by the revised terms. f) These terms and their interpretation shall be governed by the internal laws of the State of Florida, without giving effect to the conflict of laws or choice of law provisions thereof. The parties agree that the sole and exclusive venue for all disputes related to these terms, or the relationship of the parties, shall be the state and federal courts located in Duval County, Florida. The United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to these terms or the parties. The parties also disclaim application of any law based in any way on the Uniform Computer Information Transaction Act (UCITA) to these terms or the parties. g) Should you have any questions about these Terms or wish to contact us for any reason whatsoever, please contact Beeline by email csmteam@joinedup.com. Beeline may provide JoinedUp notices by posting on the user interface in JoinedUp.

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