

Greenshades End User Subscription Agreement

These Master Terms and Conditions (these “**Terms**”) constitute a legal agreement between Green Shades Software, LLC, a Delaware limited liability company (“**Greenshades**”), and you (“**Customer**”). Customer agrees to these terms by its receipt of services or a product from Greenshades whether by agreeing to a quotation or an order or by paying an invoice (collectively, an “**Order**”) whether such Order was made directly with Greenshades or through a Greenshades Business Partner. Greenshades is willing to make available and license the Greenshades Products to Customer only as set forth in this Agreement. Except as set forth in each Order, any different or additional terms or conditions of any related purchase order, confirmation, or similar form that conflict with the terms of this Agreement shall have no force or effect.

1. **DEFINITIONS.** As used in this Agreement:

1.1 “**Access Credentials**” mean login information, user names, passwords, challenge questions/answers, security protocols, and policies through which Users access and use the Greenshades Products.

1.2 “**Active Users**” means a User whose unique record is hosted on a Greenshades system within the Lookback Period.

1.3 “**Aggregated Anonymized Inputs**” means information that relates to a group or category of individual, from which individual identities have been removed, that is not linked or reasonably linkable to any individual or household, including via a device.

1.4 “**Agreement**” means each Order executed by the parties and the terms of this End User Subscription Agreement.

1.5 “**Applicable Law**” means applicable local, state, and federal laws, statutes, orders (including executive orders), rules, provisions, regulations, ordinances, treaties, directives, and other guidelines and requirements which have legal effect.

1.6 “**CCPA**” means the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, together with any implementing regulations thereunder.

1.7 “**Consumer Rights Request**” means a communication from an individual seeking to exercise his or her individual privacy rights under the CCPA.

1.8 “**Customer Inputs**” means information, data, text, and content, including but not limited to payroll, benefits, human resource, tax and similar information, which are input, posted, provided, and/or uploaded to the Greenshades Products by Customer and/or its Users.

1.9 “**Customer Personal Information**” means any Personal Information Processed by Greenshades on behalf of Customer pursuant to or in connection with this Agreement.

1.10 “**Documentation**” means user guides, manuals, and other documentation, whether in print or electronic form, that are made available to Customer and that describe the features, functions, and use of the Greenshades Products.

1.11 “**Effective Date**” means the earliest to occur of the date that Customer agrees to an Order, or the date on which Greenshades allows the Customer to access and use any portion of the Greenshades Products.

1.12 “**Employment & Earnings Data**” means employment information (including employees' place of employment and employment status) and income information (including total salary/hourly wages, year-to-date earnings and previous year income) of Customer's current or former employees.

1.13 “**FCRA**” Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.

1.14 “**Greenshades Analytics**” means any information, data, statistics, metadata, inferences, interrelationships, and/or associations generated by the Greenshades Products, as derived solely from Aggregated Anonymized Inputs to, and usage of, the Greenshades Products across all Greenshades customers. Greenshades Analytics shall not include any Personal Information.

1.15 “**Greenshades Business Partner**” means a third party who has signed a Business Partner Agreement with Greenshades or who Greenshades has otherwise agreed may resell or and/or bill Customer for certain Greenshades Products.

1.16 “**Greenshades Cloud Services**” means the Greenshades software as a service offerings made generally commercially available by Greenshades for which Customer has subscribed pursuant to an Order, and all Updates thereto.

1.17 “**Greenshades Forms Products**” means the Greenshades product offerings that consist of the preparation and delivery of electronic or paper tax/accounting forms for which Customer has subscribed pursuant to an Order, and all Updates thereto.

1.18 “**Greenshades Products**” mean, collectively, the Greenshades Cloud Services, the Greenshades Software, and the Greenshades Forms Products.

1.19 “**Greenshades Software**” means each Greenshades software offering delivered for Customer’s on-premise use and for which Customer has obtained a subscription license pursuant to an Order, and all Updates thereto. Any software that is delivered for on-premise use by Greenshades in support of the Greenshades Cloud Services shall be considered part of the Greenshades Software.

1.20 “**Greenshades Technology**” means the computer software, computer code, scripts, neural networks, artificial intelligence, application programming interfaces, methodologies, processes, templates, work flows, diagrams, tools, algorithms, formulas, user interfaces, know-how, trade secrets, techniques, designs, inventions, third party services and technology, and other tangible and intangible technical material, information, and works of authorship underlying, associated with, or otherwise used to make available the Greenshades Products, including, without limitation, all upgrades, enhancements, modifications, additions, and improvements thereto and all derivative works thereof, and related Intellectual Property Rights.

1.21 “**Intellectual Property Rights**” mean any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature; and (f) registrations, applications, renewals, extensions, or reissues of the foregoing, in each case, in any jurisdiction throughout the world.

1.22 “**Lookback Period**” means the period for which Customer usage is measured, for purposes of billing and licensing, and is 60 days prior to date of measurement.

1.23 “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household.

1.24 “**Professional Services**” means services related to the setup of the Greenshades Products and/or any other professional services described in an Order or Statement of Work.

1.25 “**Services**” means, collectively, the Professional Services and Support Services.

1.26 “**Support Services**” mean technical support, software maintenance and help desk services provided by Greenshades, as described in Section 5.2 of this Agreement

1.27 “**Universal Employee Count**” means the number of Active Users.

1.28 “**Updates**” mean all upgrades, enhancements, improvements, maintenance releases, additions, and modifications of the Greenshades Products made generally commercially available as part of the Greenshades Products during the Term of this Agreement. Updates may also include new features and/or functionality for which Greenshades reserves the right to charge an additional fee if Customer elects to acquire or activate such new features and/or functionality.

1.29 “**Users**” mean the employees and/or contractors of Customer for which Customer enables access and use of the Greenshades Products. Restrictions on number and types of Users, as well as the access and use rights for different types of Users, may be set forth in the associated Order and/or Documentation.

1.30 “**Verification Services Providers**” means the registered third-party provides through which Greenshades provides the Employment and Income Verification Services.

1.31 “**Verifiers**” means commercial, private, non-profit, and governmental entities and their agents who are authorized by Customer to receive Employment & Earnings Data from Greenshades, and who are entitled to receive such data pursuant to the FCRA.

1.32 “**Process**,” “**Sell**” and “**Share**” shall have the meanings given them in the CCPA.

2. LICENSE AND ACCESS

2.1 **License to Greenshades Products.** Subject to Customer’s compliance with the terms and conditions in this Agreement and the Documentation, including the payment of all fees due under this Agreement, Greenshades: (a) shall make the Greenshades Products available to Customer pursuant to the terms of this Agreement during the Term (*as defined below*) and (b) grants to Customer during the Term a non-exclusive, non-transferable, revocable, non-sublicensable right to access and use the Greenshades Products for its own business purposes only. Greenshades has the right to modify and enhance the Greenshades Products on a regular basis. The foregoing license only entitles Customer to the use of the most recent version of the Greenshades Product that Greenshades has released for use. The Order may include additional restrictions and limits

on Customer's use of Greenshades Products, such as restrictions on the number of Users or number of employees that may be processed through the Greenshades Products. The number of Users specified in the Order will be reviewed monthly per the definition of Universal Employee Count, and if the Universal Employee Count exceeds the licensed number of Users, an overage Order will be generated.

2.2 Access to Greenshades Cloud Services. Customer acknowledges and agrees that Customer's and its Users' access and use of the Greenshades Cloud Services is dependent upon access to telecommunications and internet services. Customer will be solely responsible for acquiring and maintaining all telecommunications and internet services and other hardware and software required to access and use the Greenshades Cloud Services, including, without limitation, all costs, fees, expenses, and taxes of any kind related to the foregoing. Greenshades will not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications or internet services or any such hardware or software.

2.3 Availability of Greenshades Cloud Services. Greenshades will use commercially reasonable efforts to maintain the availability of the Greenshades Cloud Services on a full-time (365 days per year, 24 hours per day) basis. Customer acknowledges that Greenshades cannot guarantee complete availability of an online service, and that the Greenshades Cloud Services may be unavailable for, among other reasons, scheduled maintenance (for which prior notice will be provided to Customer) and force majeure events, as described in Section 15.7 below.

2.4 Integrations and Third-Party Software. Certain Greenshades Products include integrations to government services and to software or services provided by third-party vendors that integrate with the Greenshades Products. Customer is solely responsible for obtaining accounts and agreements as required by governments and such third-party vendors for use of their products and services. Without limiting the foregoing, Greenshades makes no representations or warranties with respect to the information security policies and practices of such third-party vendors and of governments. In addition, certain third-party software may be incorporated by Greenshades into Greenshades Products. Unless otherwise agreed by Greenshades or the applicable third-party software vendor, Customer will use such third-party software that is incorporated into Greenshades Products only in connection with the Greenshades Products.

3. USERS

3.1 Users. Customer will promptly notify Greenshades of any suspected or alleged violation of this Agreement by any User and will cooperate with Greenshades with respect to: (a) investigation by Greenshades of any suspected or alleged violation of this Agreement, and (b) enforcement of this Agreement. Greenshades may suspend or terminate any User's access to and/or use of the Greenshades Products upon notice to Customer in the event Greenshades reasonably determines that such User has violated any terms of this Agreement. Customer will at all times be responsible for all actions and omissions of its Users and those taken under a User's account, regardless of whether such action was taken by a User or by another party, and regardless of whether or not such action was authorized by a User.

3.2 Responsibility for Third-Party Users. The rights set forth in Section 2.1 may be exercised by Customer's third party contractors and service providers that perform services for or on behalf of Customer; provided, that (a) Customer requires such third parties to execute a written agreement with Customer that is at least as protective of the Greenshades Products as this Agreement, that does not grant any greater rights than those granted to Customer in Section 2.1, and that includes all restrictions set forth in Section 5, and (b) all actions and omissions of each such third party made in connection with this Agreement shall be deemed to be those of Customer, such that Customer shall be responsible for any breach of this Agreement by any such third party.

4. INTELLECTUAL PROPERTY AND USE RESTRICTIONS

4.1 Ownership. The Greenshades Products, the Services, the Greenshades Technology, the Greenshades Analytics, and the Documentation, as well as all worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of Greenshades. Except for the rights and licenses expressly granted herein, all rights in and to all of the foregoing are reserved by Greenshades. This Agreement is not a sale and does not convey to Customer any rights of ownership or other Intellectual Property Right in, to, or under any Greenshades Products, the Documentation, the Greenshades Analytics, or any Greenshades Technology. Nothing in this Agreement will be deemed to grant to Customer any right to receive a copy of the software platform underlying the Greenshades Cloud Services, or any other Greenshades Technology, in either object or source code form. Greenshades shall own all Intellectual Property Rights related to any feedback, comments, or suggestions Customer or its Users provide to Greenshades with respect to any Greenshades Products or Services, and Customer hereby assigns all such Intellectual Property Rights to Greenshades.

4.2 Use Restrictions. Customer shall comply with all Applicable Laws in its use of the Greenshades Products. Customer shall, and shall ensure that its Users will, use the Greenshades Products solely for Customer's internal business purposes as contemplated by this Agreement and shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign,

copy, reproduce, distribute, time share, or otherwise commercially exploit or make the Greenshades Products available to any third party, other than as expressly permitted by this Agreement; (b) interfere with or disrupt the integrity or performance of the Greenshades Cloud Services, the Greenshades Technology, or the data contained therein or disrupt any servers or networks connected to the Greenshades Cloud Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Greenshades Cloud Services; (c) attempt to gain unauthorized access to the Greenshades Cloud Services or the Greenshades Technology or any related systems or networks; (d) remove, alter, or obscure any proprietary notices associated with the Greenshades Products; (e) attempt to probe, scan, or test (including without limitation stress testing or penetration testing) the vulnerability of any system or network associated with the Greenshades Cloud Services or breach any security or authentication measures; (f) reverse engineer, or create any derivative works of, the Greenshades Products; (g) access, view, or modify the source code of the Greenshades Products; or (h) utilize the Greenshades Products in order to (i) send or store infringing, obscene, threatening, libelous, or otherwise unlawful, unsafe, malicious, abusive, or tortious material, including material harmful to children or violative of third party privacy rights; or (ii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs or plant malware on Greenshades' computer systems, those systems of Greenshades' third party service providers or vendors, or otherwise use the Greenshades Products to attempt to upload and/or distribute malware.

5. SERVICES

5.1 **Professional Services.** Greenshades shall use commercially reasonable efforts to provide Professional Services to Customer as set forth in any Order or Statement of Work.

5.2 **Support Services.** Subject to the payment of applicable support fees, Greenshades shall use commercially reasonable efforts to provide the Support Services to Customer, as follows:

a) Greenshades shall, from time-to-time update the Greenshades Products to improve functionality or add features. During the Term, Customer must use the Software as updated or modified. Greenshades, at its sole discretion, will determine the type, frequency, and notification parameters for updates or upgrades of the Software. The terms of this Agreement will govern any Software updates provided by Greenshades that replace and/or supplement the original Greenshades Product.

b) Customer agrees to notify Greenshades when Customer is planning to make or making a change to its systems or software which may impact a Greenshades Product, including as applicable updates to Customer's accounting system. Greenshades will review changes and advise Customer of potential adverse impacts to use of the Greenshades Products. In the event that there are adverse impacts, Greenshades will make reasonable attempts to support Customer changes. Greenshades does not warrant Greenshades Products when Customer changes are inconsistent with published system requirements.

c) Customer agrees to provide Greenshades with reasonable notice ("**Bug Report**") of any actual or potential failure of the Greenshades Product to perform substantially in accordance with its Documentation ("**Bug**"). Greenshades shall evaluate any such Bug and take commercially reasonable steps to resolve the Bug (either by way of a code correction or reasonable workaround) in an expeditious manner based on the severity of the Bug.

d) During the Term, Greenshades will make support available by telephone to Users at substantially all times from 9:00 a.m. until 6:00 p.m. Eastern Time each Business Day. During peak days, Greenshades may, by notice to Customer, extend these telephone support hours.

6. EMPLOYMENT AND INCOME VERIFICATION SERVICES

6.1 Overview of Employment and Income Verification Services.

a) Customer desires to receive employment and income verification services from Greenshades, which includes the management of employment and income verification requests ("**Employment and Income Verification Services**"), in addition to the Services already provided under this Agreement.

b) Greenshades provides the Employment and Income Verification Services through Verification Service Providers. Notwithstanding anything to the contrary in this Agreement, Customer authorizes Greenshades and its Verification Service Providers to disclose, on Customer's behalf Employment & Earnings Data, to Verifiers, who wish to obtain or verify any of Customer's current or former employees' Employment & Earnings Data. Employment & Earnings Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described in Section 6.1(c)) pursuant to the FCRA.

c) In accordance with FCRA, Employment & Earnings Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to determine whether the employee is qualified to continue to receive the benefit; (iii) the Verifier is otherwise entitled under FCRA to obtain the Employment & Earnings Data.

d) Customer understands that Verifiers are charged for commercial verifications processed through the Verification Service Providers.

6.2 Data Quality. Verification Service Providers will primarily rely the Employment & Earnings Data provided by the Customer, either through the Customer's data uploaded to Greenshades database or the data available through the integrations established by the Customer between Greenshades and HR/Payroll system(s) that the Customer used at the time when Greenshades Verification Services are utilized by the Verifiers. Customer agrees to work with Greenshades and the Verification Service Providers during or after the implementation to investigate any claims that such data is inaccurate or incomplete

6.3 Notice to Furnishers of Information & Obligations of Furnishers of Information ("Notice to Furnishers"). Customer certifies that it has read the Notice to Furnishers provided to Customer at the following URL: <https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>. Customer understands its obligations as a data furnisher set forth in such notice and under FCRA, which include duties regarding data accuracy and investigation of disputes and certifies it will comply with all such obligations. Customer further understands that if it does not comply with such obligations, Greenshades may terminate the Employment and Income Verification Services upon 90 days prior written notice to Customer.

6.4 Archival. Notwithstanding anything to the contrary in this Agreement, Customer agrees that, after the termination of Employment and Income Verification Services, Greenshades and its Verification Service Providers may maintain archival copies of the Employment & Earnings Data as needed to show the discharge and fulfillment of obligations to Customer's employees and former employees and the confidentiality provisions in this Agreement will continue to apply during the time that Greenshades and its Verification Service Providers maintain any such archival copies.

7. CUSTOMER RESPONSIBILITIES

7.1 Customer Information and Cooperation.

a) Customer shall provide to Greenshades the documentation, information and assistance necessary to enable Greenshades to provide to Customer access to and use of the Greenshades Products and Services in accordance with the terms of this Agreement. Customer shall provide Greenshades with prompt and reasonable access to information, documentation, software, and systems (collectively, "**Systems**"), as well as appropriate Customer personnel, as reasonably requested by Greenshades for the purposes of providing any Greenshades Products and Services pursuant to this Agreement. Customer hereby grants to Greenshades a non-exclusive license during the Term to use Systems in any manner reasonably necessary to provide the Services and Greenshades Products. Customer shall otherwise reasonably cooperate with Greenshades in the performance of the Services and the provision of the Greenshades Products.

b) If requested by Greenshades, Customer will designate one or more authorized contacts who will be responsible for providing Customer information to Greenshades.

c) Customer acknowledges and agrees that the Greenshades Software may regularly "ping" (i.e., briefly connect to) Greenshades systems in order for Greenshades to confirm that the Greenshades Software is being used by a licensed Customer in accordance with applicable license limitations. Customer will not restrict or modify this "ping" feature of Greenshades Software.

d) Greenshades shall not be liable for any delays or inability of Greenshades to provide the Services or Greenshades Products that arise out of Customer's failure to comply with this Agreement.

7.2 Customer Inputs.

a) The Greenshades Products include the ability for the Customer to input Customer Inputs. Customer controls and owns all right, title, and interest in and to Customer Inputs and at all times remains the data controller under this Agreement and applicable data protection laws for the Customer Inputs.

b) Customer is solely responsible for the Customer Inputs, including without limitation their accuracy and quality. Greenshades will not be liable or responsible for any errors in any Customer Inputs.

c) Customer represents, warrants, and covenants that the Customer Inputs:

- (i) are provided to Greenshades in accordance with all Applicable Laws, do not otherwise violate any Applicable Law, and will not give rise to any civil liability;
- (ii) will not and do not infringe any Intellectual Property Rights;
- (iii) will not and do not violate the privacy, publicity, or other rights of third parties or any other law, statute, ordinance or regulation;
- (iv) will not and do not misrepresent the source of the Customer Inputs;
- (v) will not and do not misrepresent Customer's identity in any way; and
- (vi) will not and do not contain any viruses, Trojan horses, spyware, malware, worms, time bombs, cancelbots, or other disabling devices or other harmful component intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Personal Information.

d) Customer hereby grants to Greenshades a non-exclusive, royalty-free, license, to access, use, and copy, the Customer Inputs solely as necessary in connection with its provision of the Services and Greenshades Products and for Greenshades to create and use Greenshades Analytics. Customer agrees that Greenshades may use Greenshades Analytics for any Greenshades business purpose.

7.3 Representations. Customer represents, warrants and covenants that it has, and will have during the Term, the legal right and authority to provide Greenshades with access to, use of, and license to the Systems and the Customer Inputs as set forth in this Agreement, and such access, use, and license will not cause a breach of any third-party agreement, violate any right of a third party, or any Applicable Law. Without limiting the generality of the foregoing, Customer represents, warrants, and covenants that all times during the Term, it will have obtained all (a) consents reasonably necessary for Greenshades to access and use the Systems and the Customer Inputs as set forth herein and (b) licenses reasonably necessary for Greenshades to access and use any software included in the Systems.

7.4 Security and Access Credentials.

a) Customer agrees that it plays a significant role in maintaining the security and confidentiality of Customer Inputs. The Greenshades Products include various security options, and Customer is solely responsible for the level of security it chooses. Customer agrees that it has carefully reviewed the security levels available and has determined that the security levels it has chosen are sufficient and reasonable based on Customer's security risk profile, its business, and the nature of the Greenshades Products.

b) Customer agrees to: (i) implement and maintain an appropriate information security program consistent with all applicable laws and sufficient to safeguard Access Credentials and Customer's use of the Greenshades Products; (ii) train its Users regarding information security and maintaining the confidentiality of Access Credentials, including without limitation training on phishing and other actions by malicious actors to obtain Access Credentials without authorization; (iii) safeguard, and ensure that all Users safeguard, the devices, computers, and networks used to access the Greenshades Products and safeguard all Access Credentials, including without limitation by keeping such devices, computers and networks free of viruses and other malicious software; (iv) keep its Access Credentials secure and confidential and not to allow any of Customer's Users to provide their Access Credentials to anyone else; and (v) not permit others to use Customer's Access Credentials.

c) Greenshades shall have no liability to any person for any damages or other losses suffered by Customer (or any employee or agent of Customer) related to: (i) any use of Customer's Access Credentials resulting from Customer's failure to safeguard the Access Credentials; (ii) any malicious software operating on Customer's computer system (e.g., keylogging programs); and (iii) any response by Customer (or any employee or agent of Customer) to any phishing scam or spoof website, or to similar malicious activity by a third party.

d) Customer will notify Greenshades immediately if it learns of any unauthorized use of any Access Credentials or any other known or suspected breach of security. Greenshades reserves the right, in its sole discretion and without liability to Customer or its Users, to take any action Greenshades deems necessary or reasonable to ensure the security of the Greenshades Products and Customer's Access Credentials and account, including terminating Customer's access or the access of any of Customer's Users, changing passwords, or requesting additional information to authorize activities related to Customer's account.

e) Customer may receive from the Greenshades Products ACH deposit files or other data that Customer will deposit or otherwise process independently of the Greenshades Products. Customer is solely responsible for maintaining the security, integrity and confidentiality of all such deposit files and data.

8. FEES AND PAYMENT

8.1 **Fees.** Customer will pay to Greenshades or Greenshades Business Partner the fees set forth in each applicable Order in accordance with the payment schedule set forth therein. Unless otherwise specified in the Order, payment must be received prior to Greenshades providing Customer with use and access to the Greenshades Products and all invoices issued by Greenshades will be due and payable fifteen (15) days after date listed upon the applicable Order. All fees are nonrefundable, except as expressly otherwise set forth herein, and will be paid in U.S. dollars and exclude all applicable sales, use, and other taxes. Customer agrees that Greenshades may, in its discretion: (a) charge greater fees for payments based on the date payment is received, as disclosed on the invoice, (b) add late fees for late payments, and/or (c) charge Customer interest for payments that are not paid when due, up to the maximum rate permitted by law.

8.2 **Electronic Funds Authorization.** Customer agrees that Greenshades in its discretion may require payment of some or all fees by use of credit cards, ACH or other electronic funds transfer mechanism (“**Electronic Payment Information**”). Customer also agrees that Greenshades may require Electronic Payment Information and may use such Electronic Payment Information to complete payment at the time payment is due or if Customer is late in payment. If Electronic Payment Information is required by Greenshades, Customer agrees to maintain current Electronic Payment Information on file with Greenshades or Greenshades’ payment processor. Notwithstanding anything to the contrary herein, Greenshades reserves the right not to deliver invoices to Customer for payments required to be made with Electronic Payment Information.

8.3 **Renewals.** Except as otherwise provided in an applicable Order, Greenshades or the Greenshades Business Partner shall invoice Customer prior to the end of the Initial Term or any Renewal Term for an amount equal to the then-standard fees charged by Greenshades to similarly situated customers for use of the Greenshades Product (a “**Renewal Fee**”). Any Renewal Fee shall be due and payable from Customer to Greenshades or the Greenshades Business Partner prior to the start of the upcoming Renewal Term.

8.4 **True-Ups.** Greenshades shall review Customer’s usage of licensed Greenshades Product and Services on a monthly basis throughout the Term. If Customer has exceeded its permitted licensed usage, generally the Universal Employee Count, within the Lookback Period ending on the final day of the prior month, Customer will be billed for excess usage at the listed price at the time of the overage. Customer will be billed for this increased usage on all subsequent renewals unless a Universal Employee Count review is requested in writing by the Customer.

8.5 **Taxes.** Customer will make all payments to Greenshades free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of fees to Greenshades will be Customer’s sole responsibility, and Customer will provide Greenshades with official receipts issued by the appropriate taxing authority, or such other evidence as Greenshades may reasonably request, to establish that such taxes have been paid.

9. CONFIDENTIALITY

9.1 **Confidential Information.** “**Confidential Information**” means all information and materials disclosed by or on behalf of a party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”), whether orally or in writing, that are designated as confidential, either marked in writing where possible, or identified as such and confirmed in writing, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of each party shall include the terms of any Order, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. For the avoidance of doubt, the Greenshades Products and the Greenshades Technology constitutes Confidential Information of Greenshades.

9.2 **Protection of Confidential Information.** The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement and, except as expressly specified otherwise in this Agreement, will disclose Confidential Information of the Disclosing Party only to the employees and contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party’s duty hereunder.

9.3 Security.

a) Greenshades agrees that it will maintain an information security program with administrative, technical, and physical security safeguards that are deemed appropriate by Greenshades and that comply with all applicable laws. Greenshades’ security program will include a security awareness program covering, at a minimum: (i) annual training of employees on security and safe computing practices, and (ii) monthly training and testing on social engineering attacks.

b) Greenshades maintains servers that store Customer Inputs in a secured and alarmed facility housed separately from the Greenshades main work site. Greenshades employees shall access these servers remotely and the only persons with

physical access to the servers will be those employees with a legitimate business need to have such access. Additionally, Greenshades stores Customer Inputs in Microsoft Azure data centers, which maintain rigorous physical security controls. Customer Inputs stored in a Microsoft Azure data center are encrypted with a security key that is unknown to Microsoft. Greenshades reserves the right to switch to data centers in a different cloud service, so long as the above standards are met.

c) Each workstation at Greenshades' main work site shall be assigned to a specific employee, password protected using commercially reasonable standards, and virus protected. Access to the main work site of Greenshades shall be monitored and limited by keycard access. After-hours access shall be monitored and restricted to those employees with a legitimate business need.

d) Greenshades shall conduct employment reference checks and background investigations on all of its employees. The data analyzed in these background checks shall include the following:

- i. history of criminal convictions and dishonest or violent behavior, relating to suitability for employment;
- ii. employment history and abilities;
- iii. address history;
- iv. social security number scans;
- v. civil court filings; and
- vi. professional or personal references when required for the individual role.

This information will be sought at the commencement of employment and at other times during employment, such as following security infractions or other incidents. Additionally, all Greenshades employees with access to Customer Inputs will undergo an additional extensive background check, which includes a credit check.

e) Only those employees of Greenshades that have passed the screening referenced in Section 9.3(d), and whose job requires access to particular Customer Inputs will be given access to such Customer Inputs.

9.4 Use of Customer Name and Logo. Customer agrees that Greenshades may use Customer's name and logo, and any results of Customer surveys, in connection with Greenshades marketing activities, including without limitation on Greenshades' web site. Further, Greenshades may develop a press release announcing the relationship contemplated by this Agreement. Customer will review the press release and, upon Customer's approval, Greenshades will both issue the release and promote the release via Greenshades' company blog and other social media accounts.

9.5 Injunctive Relief. Both parties acknowledge and agree that the Disclosing Party may be irreparably harmed by any violation of this Section 9. Therefore, in the event of a breach, the disclosing party shall be entitled, in addition to all other rights and remedies available at law or in equity, to seek (a) an injunction restraining such breach, without being required to show any actual damage or to post security or other bond; or (b) a decree for specific performance of the applicable provision of this Agreement.

9.6 Survival. Notwithstanding the termination or expiration of this Agreement, the obligations of the Receiving Party, with respect to the Confidential Information of Disclosing Party, shall be in full force and effect as follows: (a) in the case of any information or materials that constitute a trade secret within the meaning of Applicable Law, for as long as such information and materials remain as a trade secret, or (b) in the case of any other information or materials, during the term of this Agreement and for five (5) years following the termination or expiration of this Agreement.

9.7 Exceptions. The Receiving Party's obligations under this Section 9 will not apply to any portion of the Disclosing Party's Confidential Information if the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party, as permitted by Applicable Law, promptly notifies the Disclosing Party of such required disclosure in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. Customer also agrees and acknowledges that Greenshades may disclose Customer Confidential Information: (1) to offer additional product or services to Customer or Users, unless Customer has opted out of such offerings; (2) in connection with third-party integrations required or opted in by Customer in connection with the Greenshades Products; and (3) to collect fees due and in connection with disclosure of Customer's payment history to credit reporting agencies and to supply vendor references on Customer's behalf.

9.8 Return of Confidential Information. Subject to Section 13.6, the Receiving Party will return to the Disclosing Party all Confidential Information of the Disclosing Party in the Receiving Party's possession, or permanently erase all electronic copies of such Confidential Information, promptly upon the written request of the Disclosing Party, unless required by law to maintain a copy of such Confidential Information. In addition, the Receiving Party will have no obligation to delete Confidential Information stored within routine backup files.

10. WARRANTIES.

10.1 Warranties by Both Parties. Each party represents and warrants that: (a) it has full power and authority to enter into and perform this Agreement; and (b) that it will perform its obligations or exercise its rights hereunder in conformance with all Applicable Laws, including, without limitation, those related to privacy and data security. For clarity, Customer represents and warrants that Customer shall comply with all applicable local, state, national, and foreign laws in connection with its use of the Greenshades Products.

10.2 Greenshades Products Warranty. Greenshades warrants to Customer that during the Term of the Agreement, the Greenshades Products will substantially perform the functions described in the then-current version of the Documentation when used and/or accessed in accordance with the terms of this Agreement and the Documentation. Customer shall provide Greenshades with prompt notice of any claim under this warranty and, if applicable, provide Greenshades with reasonable assistance required for Greenshades to identify and reproduce any performance issues with the Greenshades Products. Customer's sole and exclusive remedy for a breach of this warranty shall be that Greenshades shall be required to use commercially reasonable efforts to provide corrections or provide reasonable workarounds for any noncompliant Greenshades Products. If Company is not able to cure such breach within a reasonable time (not less than ninety (90) days from the date of written notification of the breach), then Customer may, as its sole and exclusive remedy for such breach, terminate this Agreement.

10.3 Greenshades Services Warranty. Greenshades represents and warrants that the Services shall be performed in a professional manner using qualified personnel. Customer's sole and exclusive remedy for a breach of the foregoing warranty shall be for Greenshades to use commercially reasonable efforts to reperform the Services. If Greenshades is not able to cure such breach within a reasonable time (not to be less than sixty (60) days from the date of written notification of the breach), then Customer may, as its sole and exclusive remedy for such failure, terminate such Services.

10.4 Specific Disclaimers. Customer acknowledges that Greenshades does not provide legal, human resources, accounting, or tax advice or opinions and that Customer's use of the Greenshades Products and Services does not create any fiduciary obligations on the part of Greenshades to Customer. Although Greenshades strives to ensure that data and information contained in and produced by the Greenshades Products and Services are current and accurate, Greenshades is dependent on third parties, including but not limited to, state and local governmental agencies to timely update and provide information that affect such data and information. **AS SUCH, CUSTOMER AGREES THAT IT USES AND RELIES UPON THE GREENSHADES PRODUCTS AND SERVICES AT ITS OWN RISK AND ACKNOWLEDGES THAT GREENSHADES CANNOT AND DOES NOT GUARANTEE THAT ANY DATA AND INFORMATION CONTAINED IN OR PRODUCED BY THE GREENSHADES PRODUCTS AND SERVICES ARE ACCURATE, COMPLETE, CURRENT, OR CORRECT.** In addition, due among other reasons to rapidly changing rules and regulations that require interpretation by qualified professionals, Customer bears full responsibility to determine the applicability of the output generated by the Greenshades Products and to confirm its accuracy. Customer will notify Greenshades of any error or omission discovered by Customer in such output, and any discrepancy between the Customer Inputs and Customer's internal records. Customer shall conduct due diligence and seek the assistance of qualified counsel, accounting professionals, and other professionals on matters requiring professional advice.

10.5 Disclaimer of Warranty. **EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 10, GREENSHADES MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION REGARDING THE GREENSHADES PRODUCTS, SERVICES, THE DOCUMENTATION, THE GREENSHADES TECHNOLOGY OR OTHERWISE WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS AS WELL AS ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.**

Except as expressly set forth herein, Each Greenshades Product is provided "as-is" and "as available". Greenshades shall not be responsible for ensuring and does not represent or warrant that: (a) the Greenshades Products will meet Customer's business requirements; (b) the Greenshades Products will be error-free or uninterrupted or that the results obtained from its use will be accurate or reliable; or (c) all deficiencies in the Greenshades Products can be found or corrected. Greenshades will not be responsible for: (i) any failure to meet a warranty provided in this Section 10 due to actions or omissions by Customer or any User, or due to any System or infrastructure used to access or use the Greenshades Products; (ii) loss or

corruption of data; or (iii) the inability of Customer to access or interact with any other service provider through the Internet, other networks or users that comprise the Internet or the informational or computing resources available through the Internet.

11. INDEMNIFICATION.

11.1 Greenshades Indemnity. Greenshades shall defend, indemnify, and hold harmless Customer and its officers, directors, and employees from and against any third party claims, suits, or proceedings (“**Claims**”) and any losses, expenses, costs, or damages related thereto, including reasonable attorneys’ fees, brought against Customer or its officers, directors, or employees by a third party contending that Customer’s use of the Greenshades Products in accordance with the Documentation infringes any Intellectual Property Rights of such third party and shall pay all damages finally awarded by a court of competent jurisdiction or agreed to by Greenshades in settlement of the Claim. In the event that the Greenshades Products or any part thereof is likely to, in Greenshades’ sole opinion, or does become the subject of an infringement-related Claim, and Greenshades cannot, at its option and expense, procure for Customer the right to continue using the Greenshades Products, or any part thereof, or modify the Greenshades Products, or any part thereof, to make them non-infringing, then Greenshades may terminate this Agreement with notice to Customer and will provide the Customer with a refund of any pre-paid fees for the remaining portion of the Term. Greenshades shall have no liability for any Claim or demand arising from (a) the use or combination of the Greenshades Products or any part thereof with software, hardware, or other materials not developed by Greenshades if the Greenshades Products or use thereof would not infringe without such combination; (b) modification of the Greenshades Products by a party other than Greenshades, if the use of unmodified Greenshades Products would not constitute infringement; (c) a use of the Greenshades Products by Customer or any User in a manner outside the scope of any right granted herein or not in accordance with the Documentation if the claim would not have arisen but for such breach or unauthorized use; (d) an allegation made against Customer arising out of or related to the Systems or Customer Inputs; or (e) an allegation made against Customer prior to the execution of this Agreement or any allegation based upon any action by Customer prior to the execution of this Agreement. **The foregoing states Greenshades’ entire liability and Customer’s exclusive remedy with respect to any alleged or actual infringement of intellectual property rights.**

11.2 Customer Indemnity. Customer shall defend, indemnify, and hold harmless Greenshades, its affiliates, employees, officers, and directors harmless from and against any loss, expense, cost, or damage (including reasonable attorneys’ fees) incurred in connection with Claims (a) made or brought against Greenshades by a third party alleging that any Customer Input infringes the Intellectual Property Rights of, or has otherwise harmed, a third party; (b) based upon Customer’s use of the Greenshades Products; or (c) based on any failure or alleged failure of the Customer to comply with any Applicable Law. The Customer indemnification obligations in this Section 11.2 shall not apply to the extent of Greenshades’ liability for any Claim under Section 11.1.

11.3 Indemnification Process. The party seeking indemnification will promptly notify the other party of the claim and cooperate in defending the claim. Failure to provide timely notice or reasonable assistance will relieve the indemnifying party of its obligations under this Section 11 to the extent the indemnifying party has been materially prejudiced. The indemnifying party will have full control and authority over the defense, including appeals, negotiations, and any settlement, except that (a) it may not make an admission of fault on behalf of the other party without such party’s written consent, (b) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (c) the other party may join in the defense with its own counsel at its own expense.

12. LIMITATION OF LIABILITY.

12.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER STATUTE, CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER UNDER THE ORDER GIVING RISE TO SUCH LIABILITY DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH SUCH CAUSE OF ACTION AROSE, PROVIDED, HOWEVER, THAT IF THE CAUSE OF ACTION DOES NOT ARISE UNDER A SPECIFIC ORDER, THEN SUCH LIABILITY SHALL NOT EXCEED THE AMOUNTS RECEIVED BY GREENSHADES UNDER THIS AGREEMENT IN THE SIX MONTH PERIOD PRECEDING THE ACT OR OMISSION GIVING RISE TO SUCH CAUSE OF ACTION. THE FOREGOING LIMITATIONS ARE CUMULATIVE AND NOT PER INCIDENT AND SHALL APPLY EVEN IF THE NON-BREACHING PARTY’S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. NEITHER PARTY WILL BE LIABLE FOR ANY CLAIM BROUGHT BY THE OTHER PARTY MORE THAN 12 MONTHS AFTER THE OTHER PARTY BECAME AWARE OF THE ISSUE GIVING RISE TO THE CLAIM.

12.2 Exclusion of Consequential and Related Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF BUSINESS, LOSS

OF OPPORTUNITY OR GOODWILL, LOSS OF, DAMAGE TO, OR CORRUPTION OF DATA, LOSS OF USE, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED, WHETHER ARISING UNDER STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR WHETHER SUCH DAMAGE WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES.

12.3 Exclusions. The foregoing limitations shall not apply to (i) amounts payable by Customer to Greenshades under this Agreement or (ii) liability arising from indemnification obligations set forth in Section 11.

12.4 Allocation of Risk. Each party acknowledges that the fees set forth in this Agreement reflect the allocation of risk between the parties and that the other party would not enter into this Agreement without these limitations on its liability.

13. TERM AND TERMINATION.

13.1 Term. The Agreement shall commence on the Effective Date and shall continue for the term or period of time set forth in the applicable Order (the “**Initial Term**”). Except as otherwise provided in an applicable Order, unless a party gives the other party notice of termination at least thirty (30) days prior to the end of the current Term, the Agreement shall automatically extend for successive one-year periods (each a “**Renewal Term**”). “**Term**” means, collectively, the Initial Term and all Renewal Terms.

13.2 Termination. Either party may terminate this Agreement if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving notice in writing of such breach. In addition, Greenshades may terminate this Agreement if Customer fails to pay any amounts due hereunder and does not cure such failure within five (5) days after receiving notice in writing of such failure. For clarity, each Order has its own Term, and termination of the Agreement with respect to an Order does not terminate other Orders agreed by the parties.

13.3 Termination Provisions for Employment and Income Verification Services. Greenshades or Customer may, in its sole discretion, terminate the Employment and Income Verification Services, as set forth in Section 6, at any time upon 90 days prior written notice to the other party.

13.4 Effect of Termination. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Greenshades prior to the effective date of termination. In the event of termination by Customer pursuant to Section 10.2, 10.3 or 11.1, promptly after the effective date of such termination, Greenshades shall refund to Customer on a pro-rata basis any prepaid fees paid by Customer for Services or Greenshades Products not provided as of the effective date of termination.

13.5 Suspension. At any time during the Term, Greenshades may immediately, and with prompt notice to Customer, suspend its performance under this Agreement or may suspend any and all Users’ access to the Greenshades Cloud Services, in Greenshades’ sole reasonable discretion, for any of the following reasons: (a) a reasonable threat to the technical security or technical integrity of the Greenshades Cloud Services exists as determined by Greenshades in its sole and absolute discretion; provided that Greenshades promptly recommences performance upon the cessation of the threat, or (b) Customer is in violation of any of its obligations set forth in Section 7.

13.6 Rights and Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, Customer’s and its Users’ right to access and use the Greenshades Products will immediately terminate, and Customer and its Users will immediately cease all use of the Greenshades Products.

13.7 Data Deletion and Retention. If Greenshades stores Customer Inputs as part of this Agreement, Greenshades shall have the right to retain such Customer Inputs for up to twelve (12) months after termination of this Agreement; provided, however, if Greenshades receives, no later than thirty (30) days after the termination of this Agreement, a written request for the delivery to Customer of the then-most recent copy of core Customer Inputs, or for destruction of Customer Inputs, Greenshades will use reasonable efforts to deliver core Customer Inputs to Customer and/or destroy Customer Inputs within thirty (30) days of its receipt of such written request. After thirty (30) days after the termination of this Agreement, Greenshades shall have the right to destroy Customer Inputs in its possession or control. The term “core Customer Inputs” as used in this Section means a subset of Customer Inputs (such as employee roster) that Greenshades determines in its discretion are the key Customer Inputs associated with a Greenshades Product.

13.8 Survival. Sections 1, 4.1, 8, 9, 10.4, 10.5, 11, 12, 13, and 15 shall survive any termination or expiration of this Agreement.

14. DATA PROCESSING BY GREENSHADES.

14.1 Greenshades as Service Provider. Customer hereby appoints Greenshades as a service provider (as that term is defined by the CCPA) to Process Customer Personal Information as described herein. Accordingly, the Parties acknowledge and agree that with regard to the Processing of Customer Personal Information pursuant to this Agreement, Customer is the business and Greenshades is the service provider for purposes of the CCPA. Greenshades shall Process Customer Personal Information in a manner that is reasonably necessary and proportionate to achieve the purpose of the Processing, consistent with the other restrictions hereunder.

14.2 Instructions for Processing. Greenshades shall only Process Customer Personal Information on Customer's documented instructions. Customer recognizes and agrees that its documented instructions include the Processing of Customer Personal Information that is reasonably necessary for the provision, security and quality of the Greenshades Products where relevant to Processing that is necessary to protect the security of Customer Personal Information and/or enhance the quality of the Greenshades Products.

14.3 Restrictions on Greenshades' Processing: Greenshades is permitted to Process Customer Personal Information solely for the purposes of performing its obligations under this Agreement, or as agreed to or instructed by Customer. Without limiting the generality of the foregoing, except as otherwise permitted by the foregoing sentence, Greenshades is prohibited from:

- a) Selling or Sharing Customer Personal Information;
- b) retaining, using, disclosing, or otherwise Processing Customer Personal Information for any purpose other than for the specific purpose of providing Greenshades Products to Customer in connection with Orders and to carry out its obligations under this Agreement;
- c) retaining, using, disclosing, or otherwise Processing Customer Personal Information for any commercial purpose other than to provide Greenshades Products to Customer as provided by this Agreement and to carry out its obligations hereunder;
- d) retaining, using, disclosing, or Processing Customer Personal Information outside of the direct business relationship between Customer and Greenshades; and
- e) combining Personal Information received from or on behalf of Customer with Personal Information it receives from, or on behalf of, another person(s), or collects from its own interaction with a Consumer, except where expressly required to perform its obligations under this Agreement.

Notwithstanding anything herein to the contrary, Customer acknowledges that Greenshades may retain, use, disclose, or otherwise Process Customer Personal Information in manners permitted of a service provider under the CCPA (e.g., for permitted internal uses such as improving products and services, for security and fraud prevention, compliance with legal obligations, etc.) and may create Aggregated Anonymized Inputs from Customer Personal Information, subject to Section 14.4(a) below.

14.4 Greenshades' Obligations. Greenshades shall, with respect to the Greenshades Products and Customer Personal Information:

- a) to the extent Greenshades creates Aggregated Anonymized Inputs using Customer Personal Information: (i) maintain such information in aggregated, anonymized form and take reasonable measures to ensure that it cannot be associated with an individual or household (including implementing technical safeguards and business processes to prevent reidentification or inadvertent release of the such information); (ii) publicly commit to maintain and use the information in aggregated, anonymized form and not to attempt to reidentify the information; (iii) not attribute Customer as a source of such data; and (iv) contractually obligate any third parties receiving such information from Greenshades to also commit to (i), (ii), and (iv);
- b) comply with the CCPA and other applicable data privacy laws in providing the Greenshades Products, reasonably assist Customer in meeting its obligations under the CCPA and other applicable data privacy laws, and make available to Customer information in Greenshades' possession necessary to demonstrate compliance with its obligations under the CCPA and other applicable data privacy laws upon Customer's reasonable request (subject to time and materials charges at standard rates if material efforts are required);
- c) ensure the reasonable security of Customer Personal Information including by providing the same level of privacy protection to Customer Personal Information as is required by the CCPA;

d) notify Customer if it determines it can no longer meet its obligations under the CCPA and allow Customer to take reasonable and appropriate steps to stop and remediate unauthorized Processing of Customer Personal Information; and

e) delete Customer Personal Information at the expiration or termination of this Agreement, or as otherwise instructed by Customer, unless retention is (i) required by applicable data privacy laws; or (ii) retained as part of backup or record keeping, so long as only used for such purposes and only for as long as reasonably necessary, subject to applicable data privacy laws and this Agreement.

14.5 Appointment of Subprocessors. Greenshades may subcontract any Processing of Customer Personal Information to a subprocessor, provided (a) Greenshades provide Customer with notice of such subcontracting; and (b) such subprocessors agree in writing to the same data privacy obligations that apply to Greenshades hereunder. A list of Greenshades' current subcontractors can be found [here](#).

14.6 Consumer Rights Requests. Customer acknowledges and agrees that if Greenshades receives from an individual a Consumer Rights Request, Greenshades shall inform the individual that the Consumer Rights Request cannot be acted upon because the request has been sent to a service provider. Customer shall provide written notice to Greenshades of any Consumer Rights Request that Customer requires Greenshades' assistance to comply with and shall provide Greenshades with the information necessary for Greenshades to assist Customer in complying with such Consumer Rights Request.

15. GENERAL.

15.1 Governing Law; Jurisdiction. This Agreement and any action related hereto will be governed by and construed in accordance with the laws of the State of Florida, without reference to conflicts of laws provisions. Any dispute with respect to this Agreement or matters relating to this Agreement will be brought and heard either in the Florida state courts located in Duval County, Florida, or the federal district court for the Middle District of Florida located in Jacksonville, Florida. In such event, the parties to this Agreement each consent to the in personam jurisdiction and venue of such courts, which venue shall be the sole and exclusive venue for any dispute relating to this Agreement.

15.2 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

15.3 Waiver; Remedies. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

15.4 Entire Agreement. To the maximum extent permitted by Applicable Law, this Agreement constitutes the entire agreement between the parties as to its subject matter, and supersedes all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted.

15.5 Attorney's Fees. Customer shall pay on demand all of Greenshades' reasonable attorney fees and other costs incurred by Greenshades to enforce this Agreement or to collect any fees or charges due Greenshades under this Agreement following Customer's breach of its payment obligations under this Agreement.

15.6 No Assignment. Subject to Section 14.5, neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement without such consent in connection with a merger, acquisition, reorganization, or change of control, including without limitation a sale of all or substantially all of its assets, stock or business to which this Agreement relates. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

15.7 Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, failure of an internet service, hosting or cloud provider, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

15.8 Independent Contractors. Greenshades' relationship to Customer is that of an independent contractor, and neither party is an agent or partner of the other. Neither party will have, and neither party will represent to any third party that it has, any authority to act on behalf of the other.

15.9 **Notices.** All notices under this Agreement shall be in writing. All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by first class, registered or certified mail, postage prepaid, return receipt requested or (iv) by electronic mail to the address of the party specified in the Order, provided that there is confirmation of receipt. All notices shall be effective upon receipt by the party to which notice is given. Each party may change its address for receipt of notice by giving notice of such change to the other party.

15.10 **Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the parties hereto, any benefits, rights or remedies.