



MASTER TERMS AND CONDITIONS

1. DEFINITIONS.

The following terms have the meanings set forth below:

1.1. **"Analytics Data"** means the insights, usage, and analytics data collected directly from Authorized Users or otherwise generated by the Services in connection with Client's and its Authorized Users' use of the Services.

1.2. **"Authorized User"** means any employees, independent contractors, agents or representatives of Client authorized to use the Services, subject to any limitations or restrictions set forth on an Order.

1.3. **"Client Content"** means any information, data, text, logos, pictures, or other materials or content provided by Client in connection with Client's use of the Services, including but not limited to employee data or other data of Authorized Users provided directly by Client. For the avoidance of doubt, Client Content does not include Analytics Data.

1.4. **"Confidential Information"** means all information disclosed by one Party (the **"Disclosing Party"**) to the other (the **"Receiving Party"**) in connection with this Agreement or otherwise obtained by the Receiving Party, which the Receiving Party knew or reasonably should have known was the confidential information of the Disclosing Party. Confidential Information does not include information that (i) is publicly available through no fault of the Receiving Party, (ii) is independently developed by the Receiving Party without access to or use of the Disclosing Party's Confidential Information, or (iii) is rightfully obtained by the Receiving Party from independent sources free from any duty of confidentiality. Confidential Information includes the terms and pricing in this Agreement, but not the fact that this Agreement has been signed, the identity of the Parties or the specific services purchased by Client.

1.5. **"Documentation"** means Trajektory's technical materials provided to Client in electronic form describing the use and operation of the Services.

1.6. **"Feedback"** means feedback, suggestions, improvements, and recommendations regarding the Services and/or any Proprietary Items.

1.7. **"Order"** means Trajektory's standard order form executed by both Parties that references this Agreement.

1.8. **"Order Term"** means the initial term set forth on the applicable Order (the **"Initial Term"**) and any renewal or extension thereof (each, a **"Renewal Term"**).

1.9. **"Personal Data"** means any data which by itself or combined with other information identifies or may be used to identify a specific individual.

1.10. **"Proprietary Items"** means, collectively, the Services and Documentation, the visual expressions, screen formats, report formats and other design features of the Services and Documentation, all ideas, methods, Models (as defined below), algorithms, formulae and concepts used in developing and/or incorporated into the Services or Documentation, all future modifications, revisions, updates, refinements, improvements and enhancements of the Services or Documentation, all derivative works based upon any of the foregoing, and all copies of all of the foregoing.

1.11. **"Reports"** means the assessment and insights reports and recommendations generated through the use of the Services, including all Analytics Data and other data, information, or content therein.

2. SUBSCRIPTION RIGHTS AND OBLIGATIONS

2.1. **Subscription Rights.** Subject to the terms and conditions of this Agreement, including full payment of all applicable fees, Trajektory hereby grants to Client and its Authorized Users a non-exclusive, non-transferable (except in connection with a permitted assignment) license during the applicable Order Term to (i) access and use the Services in accordance with the Documentation and subject to the limitations set forth on the applicable Order; and (ii) in perpetuity, use the Reports solely for Client's internal business purposes.

2.2. **Client Content License.** Client hereby grants Trajektory a royalty-free, irrevocable, worldwide, non-exclusive and fully sublicensable right (including any moral rights) and license to (i) during the Term, use, distribute, reproduce, modify, adapt, perform, and display Client Content for the purposes of operating, providing, enhancing, improving, supporting, and maintaining the Services, and (ii) in perpetuity, use and otherwise exploit in any manner any Client Content that does not contain Personal Data solely for the purpose of operating, improving, and enhancing the Services and creating new services.

2.3. **Data.** Trajektory maintains and enforces safety and physical security procedures with respect to its access to and maintenance of Client Content which include appropriate technical and organizational safeguards designed to protect against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of Client Content. Trajektory takes commercially reasonable measures to secure and defend its locations and equipment against "hackers" and others who may seek, without authorization, to modify or access Trajektory's systems. Trajektory will on an annual basis perform testing of its systems as reasonably appropriate to detect potential areas where security could be breached. Trajektory will store all Client Content in a physically secure environment reasonably appropriate to protect it from unauthorized access, modification, theft, misuse and destruction. In addition to the general standards set forth above, Trajektory maintains a reasonably appropriate level of physical security controls over its facilities, including commercially reasonable alarm systems, fire suppression, and access controls (including off-hour controls). Further, Trajektory maintains an appropriate level of data security controls, including logical access controls (including user sign-on identification and authentication), data access controls, accountability tracking, anti-virus software, and provisions for system backup.

2.4. **Client Responsibilities.** Client shall (a) be responsible for its Authorized Users' acts and omissions, (b) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Trajektory promptly of any such unauthorized access or use of which it becomes aware, (c) use the Services only in accordance with this Agreement and the Documentation and in compliance with all applicable laws, rules, and regulations, (d) reasonably cooperate with Trajektory as necessary for Trajektory to perform its obligations under this Agreement, and (e) be responsible for all Client Content, including the accuracy thereof and all rights necessary to use, distribute, and otherwise disseminate such Client Content for the purposes contemplated under this Agreement. Client represents and covenants that Client will secure any necessary consents from its Authorized Users (i) to allow Trajektory to fulfill its obligations under this Agreement, and (ii) to collect, use, and disclose Personal Data in accordance with the terms of this Agreement. Client assumes all responsibilities and costs associated with Client's use of the Services, including any required equipment and internet access.

2.5. **Username and Passwords.** Subject to any Authorized User



limitations set forth in the applicable Order, Client may register Authorized Users on the Service with e-mail addresses and passwords to enable Authorized Users to access and use the Services pursuant to this Agreement. Client is responsible for maintaining the confidentiality of all Authorized Users' passwords, and is solely responsible for all activities that occur under these accounts.

2.6. Restrictions. Client shall not (and shall not permit any Authorized User to) (a) make the Services available to any third party other than Authorized Users, (b) resell, lease, distribute, transfer or otherwise make available the Services on a time-sharing or service bureau basis, (c) provide Client Content that is infringing, libelous, disparaging, or is otherwise unlawful or tortious material, or store or transmit material in violation of any third-party's proprietary or privacy rights, (d) use the Services to promote any unlicensed, unfair, or illegal activities or for deceptive or illegal purposes, (e) use the Services to store or transmit malicious code, (f) use or access the Services in any way that potentially harms, harms, or otherwise threatens the reputation, integrity, performance, or availability of Trajektory, any Trajektory client, the Services or any data therein, (g) attempt to gain unauthorized access to the Services, other client content, or any data stored or processed therein, (h) decompile, disassemble, or reverse engineer the Services, in whole or in part, except as permitted by applicable law, or (i) use or access any Proprietary Items to create (or have created) a competing or similar service.

3. PAYMENTS

3.1. Fees and Expenses. Client shall pay to Trajektory, without offset or deduction, the fees and expenses set forth in the applicable Order(s) and this Agreement. Unless otherwise set forth herein, the fees are nonrefundable. Trajektory reserves the right to increase the fees following the Initial Term, and each Renewal Term thereafter, but must provide notification of such increases at least thirty (30) days in advance of the Non-Renewal Notice Deadline (as defined in Section 9.1). Unless otherwise set forth in the applicable Order, all fees shall be due and payable within thirty (30) calendar days after the date of the applicable invoice. If any invoiced amount is not received by Trajektory by the applicable due date then, without limiting Trajektory's rights or remedies, those amounts may accrue late interest at a rate of one and a half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is lower, commencing on the date that payment was due.

3.2. Taxes. The fees and other amounts payable by Client to Trajektory do not include any taxes of any jurisdiction that may be assessed or imposed upon the use of the Services or access to the Proprietary Items, or otherwise, including sales, use, excise, value added, personal property, export, import and withholding taxes, excluding only taxes based upon Trajektory's net income. Client shall directly pay any such taxes assessed. Client shall promptly reimburse Trajektory for any taxes payable or collectable by Trajektory (other than taxes based upon Trajektory's net income).

4. WARRANTY AND DISCLAIMER.

4.1. Warranty. Trajektory warrants that: (i) the Services will be free of material programming errors and will operate in accordance with and substantially conform to the Documentation; (ii) the Services performed under this Agreement will be performed by qualified personnel in a professional manner consistent with industry standards and in compliance with the terms of this Agreement, the applicable Order and all applicable federal, state and local laws, rules and regulations; (iii) it uses best commercially reasonable efforts to ensure that no malicious code, including any viruses, disabling code, time bombs or Trojan horses

("Viruses") are coded or introduced into the Services as made available by Trajektory to Client pursuant to this Agreement; and (iv) the Services will be Available for use at least 99.8% of the time, measured on a monthly basis, excluding Scheduled Downtime. "Scheduled Downtime" shall be defined as: a) any downtime that the parties agree to in advance; or b) downtime during regularly scheduled maintenance that occurs between 11pm and 3am local time daily. "Available" means that the Services can be accessed by Client except during: (i) Scheduled Downtime; and (ii) downtime caused by circumstances beyond Trajektory's control, including force majeure, general Internet outages, failure of Client's infrastructure or connectivity, computer and telecommunications failures.

4.2. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4, THE SERVICES, PROPRIETARY ITEMS, AND REPORTS ARE PROVIDED "AS IS" AND TRAJEKTORY MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, STATUTORY, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TRAJEKTORY DOES NOT REPRESENT OR WARRANT THAT: (A) THE SERVICES WILL MEET ANY EXPECTATIONS OF CLIENT; (B) THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; OR (C) THE USE OF THE SERVICES WILL NOT RESULT IN A LOSS OF CLIENT CONTENT OR OTHER CLIENT DATA. CLIENT IS SOLELY RESPONSIBLE FOR ARCHIVING AND RETAINING ANY AND ALL CLIENT CONTENT OR DATA UPLOADED TO, DOWNLOADED FROM, OR PROCESSED IN OR THROUGH, THE SERVICES.

5. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS, A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, MISAPPROPRIATION BY A PARTY OF THE OTHER PARTY'S OR ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR BREACH BY A PARTY OF ITS CONFIDENTIALITY OBLIGATIONS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF DATA, LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOST REVENUE, OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT, INCLUDING ALL ORDERS, OR THE USE OF THE PROPRIETARY ITEMS BASED ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT, INCLUDING ALL ORDERS, SHALL UNDER NO CIRCUMSTANCES EXCEED THE FEES ACTUALLY PAID BY THE CLIENT TO TRAJEKTORY IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM OF LIABILITY.

6. CONFIDENTIALITY. All Confidential Information of the Disclosing Party in the possession of the Receiving Party, whether or not authorized, shall be held in strict confidence, and the Receiving Party shall take all steps reasonably necessary to preserve the confidentiality of the Confidential Information. The Disclosing Party's Confidential Information shall not be used or disclosed by the Receiving Party for any purpose except (a) as necessary to implement or perform this Agreement, or (b) as required by law, provided that the other Party is given a reasonable opportunity to obtain a protective order. The Receiving Party shall limit its use of and access to the Disclosing Party's Confidential Information to only those of its employees or representatives whose responsibilities require such use or access and who are bound by obligations of confidentiality at least as protective as those herein. The Receiving Party shall advise all such employees and representatives, before they receive access to or possession of any of the Disclosing Party's Confidential



Information, of the confidential nature of the Confidential Information and require them to abide by the terms of this Section.

7. CLIENT CONTENT AND PROPRIETARY ITEMS

7.1. **Client Content.** Client acknowledges that all Client Content is the sole responsibility of the Client. Client, and not Trajektory, is entirely responsible for all Client Content that Client uploads, posts, transmits or otherwise makes available through the Services. Client represents that Client owns and/or has all license rights necessary to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, communicate, perform and display Client Content in the manner Client will use such Client Content on or through the Services. For the avoidance of doubt, Trajektory shall have the right to run any Client Content (or data described below) through Trajektory's machine learning and artificial intelligence tools in order to train and improve Trajektory's models and algorithms ("**Models**"), which Models are owned by Trajektory and may be used by Trajektory to provide its products and services generally.

7.2. **Feedback.** The parties acknowledge that the Services may collect and aggregate certain de-identified information and data regarding the use and operation of the Services by Client. Client agrees that Trajektory may utilize such information and data as well as any Feedback for any lawful business purpose, without a duty of accounting to Client so long as such Feedback does not identify Client or any Client Content. No compensation shall be paid with respect to Trajektory's use of Feedback.

7.3. **Title and Ownership.** All right, title, and interest in and to the Client Content (including all related patent, copyright, trademark, trade secret, intellectual property and other ownership rights) is and will remain the sole and exclusive property of Client. All right, title, and interest in and to the Proprietary Items, the Reports (except any Client Content therein), and Trajektory's trademarks (including all related patent, copyright, trademark, trade secret, intellectual property and other ownership rights) are and will remain the sole and exclusive property of Trajektory and Trajektory reserves all rights not expressly granted by this Agreement.

8. INDEMNIFICATION

8.1. **By Trajektory.** Trajektory shall indemnify, hold harmless and defend Client from any action against Client brought by a third party to the extent that the action is based upon a claim that the Services infringe any U.S. copyrights or misappropriates any trade secrets recognized as such under the Uniform Trade Secrets Act. Notwithstanding the foregoing, Trajektory shall have no obligation or liability to the extent that the alleged infringement or misappropriation arises from (1) Client Content or the combination, operation, or use of the Services with products, services, deliverables, materials, technologies, business methods or processes not furnished by Trajektory; (2) modifications which were not made by Trajektory; or (3) Client's breach of this Agreement or use of the Services other than in accordance with this Agreement (collectively, "**IP Exclusions**"). Upon the occurrence of any claim for which indemnification is or may be due under this Section, or in the event that Trajektory believes that such a claim is likely, Trajektory may, at its option (i) modify or replace the Services so that they become non-infringing; (ii) obtain a license to the applicable third-party intellectual property; or (iii) terminate this Agreement (or the applicable Orders) on written notice to Client and refund to Client any pre-paid fees for Services not provided based on the remainder of the then current Order Term. The obligations set forth in this Section shall constitute Trajektory's entire liability and Client's sole remedy for any infringement

or misappropriation.

8.2. **By Client.** Client shall indemnify, hold harmless and defend Trajektory from and against all costs and reasonable expenses (including reasonable attorneys' fees), damages, losses, and liabilities for any actions arising out of any Client Content (including without limitation any third-party claim that any Client Content is false, misleading, disparaging, infringing or a misappropriation, as applicable, of any intellectual property rights of a third party).

8.3. **Indemnification Procedures.** The indemnified party agrees to give the indemnifying party: (i) prompt written notice of such claim (except that delayed notification will not negate the indemnifying party's obligations if such delay did not materially prejudice the indemnifying party's ability to defend the claim); (ii) authority to control and direct the defense and/or settlement of such claim (provided that the indemnifying party may not settle or defend any claim without the indemnified party's prior written consent unless it unconditionally releases the indemnified party of all liability); and (iii) such information and assistance as the indemnifying party may reasonably request in connection with such defense and/or settlement. The indemnified party may participate in the defense of any claim at its option and expense.

9. TERM AND TERMINATION; SUSPENSION

9.1. **Term.** This Agreement commences on the Effective Date and will continue until terminated in accordance with its terms. Except as otherwise set forth on the applicable Order, the term of each Order will continue for a period of one (1) year ("**Initial Order Term**"). Upon expiration of the Initial Order Term, each Order shall automatically renew for subsequent one (1) year terms (each a "**Renewal Order Term**", together with the Initial Order Term, the "**Order Term**"), unless one Party provides the other Party at least thirty (30) days written notice prior to the end of the Initial Order Term or then-current Renewal Order Term of its intent to not renew the Order ("**Non-Renewal Notice Deadline**").

9.2. **Termination of Agreement.** Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party in the event there are no outstanding Orders under this Agreement for a period of sixty (60) consecutive days.

9.3. **Termination of Order.** Either Party may terminate any Order or this Agreement immediately by giving written notice to the other Party if the other Party commits a material breach (including any non-payment of fees due) and, in the case of a material breach capable of being cured, fails to cure that breach within thirty (30) days after the receipt of a request in writing to cure such breach. If such material breach is not capable of cure, this Agreement and/or the affected Order may be terminated immediately upon notice.

9.4. **Effect of Termination.** Upon termination of an Order for any reason, Client shall immediately discontinue use of the Services described in the applicable Order. Subject to Sections 2.2 (Client Content License), and 2.3 (Data), and each Party shall promptly return or destroy (at the election of the other Party) any Confidential Information of the other Party then in such Party's possession or control. Client shall remain liable for all unpaid payments due to Trajektory with respect to the period ending on the date of termination or expiration of the Agreement and/or any applicable Orders. In the event this Agreement is terminated by Client in accordance with Section 9.3(a) for Trajektory's material breach, Trajektory shall refund to Client any pre-paid fees for Services not provided for any applicable Orders based on the remainder of the then current Term. In the event this Agreement is terminated by Trajektory in accordance with Section 9.3(a) for Client's material breach, no fees will be refunded and Client will promptly remit all fees for Services to become



due during the remainder of the then current Order Term. Except in the event this Agreement is terminated in accordance with Section 9.3(a) for Client's material breach, Trajektory will make Analytics Data and Reports available to Client for thirty (30) days after termination or expiration of this Agreement. The provisions of Sections 1, 2.1, 2.2, 2.3, 2.4, 4, 5, 6, 7, 8, 9.4, and 10 shall survive any termination or expiration of this Agreement.

9.5. **Suspension**, Trajektory may suspend Client's access to and use of the Services, if (i) one or more of Client's payments are ten (10) days or more past due and Trajektory has notified Client of Client's payment default; or (ii) if Trajektory believes that a suspension is necessary to avoid substantial harm to Client, its Authorized Users, to other Trajektory customers, to Trajektory or to any of its affiliates and contractors, or to a third party, including as a result of a third party infrastructure or communications failures or disruptions, or due to malicious attacks on the Services' systems, or to cure a material breach, or as required by laws, by a court of law or by a governmental authority or agency. Trajektory will use all reasonable efforts to provide Client with reasonable advance notice of the need for any such suspension, and at least 5 days to cure any breach that is the cause for such suspension. Any suspension made pursuant to this section will only be in effect for as long as necessary to address the issues giving rise to the suspension.

10. MISCELLANEOUS.

10.1. The Parties are independent contractors. Nothing herein will be construed as creating any agency, partnership, or other form of joint enterprise between the parties, and neither Party may create any obligations or responsibilities on behalf of the other Party.

10.2. Except with respect to Client's payment obligations, neither Party shall be liable for, nor shall either Party be considered in breach of this Agreement due to any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, pandemic or epidemic, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including the Internet or other networked

environment), power or other utility, labor problem, unavailability of supplies or any other cause which could not have been prevented by the non-performing Party with reasonable care.

10.3. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflicts of laws provisions thereof. All notices hereunder shall be in writing (via e-mail acceptable for non-legal notices) and shall be given by personal delivery, overnight courier service, or by registered or certified mail (postage prepaid and return receipt requested) addressed as set forth above (or at such other address as a party may designate by notice to the other party). If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement shall remain in effect. Any failure of a party to exercise or enforce any of its rights under the Agreement will not act as a waiver of such rights.

10.4. Each party may assign its rights and obligations under this Agreement to a third party in the event of a merger with or acquisition of all or substantially all of a party's assets by that third party, provided that the third party undertakes the assigning party's entire rights and obligations under this Agreement. Other assignments of rights and obligations under this Agreement are null and void without the prior written consent of the other party.

10.5. This Agreement, including any Order now or hereafter agreed to, represents the entire agreement and supersedes all previous agreements and understandings between the parties relating to the subject matter hereof, and may be changed only in a writing signed by both parties.

10.6. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument.

[END OF MASTER TERMS AND CONDITIONS]