



This Terms of Service Agreement (this “**Agreement**”) is made and entered into by and between you, as a User (as defined below), and PeopleSpheres Inc., a Delaware corporation doing business as PeopleSpheres, and its subsidiaries and affiliates (collectively, “**PeopleSpheres**”). This Agreement contains the terms and conditions that govern the use of PeopleSpheres’s HR platform (the “**Platform**”). PeopleSpheres directly, and through its website (<https://peoplespheres.com> and <https://peoplespheres.io>) and the associated domains thereof (the “**Site**”), offers customers the products and services listed at <https://peoplespheres.com/product.pdf> (as such list may be updated, modified, or otherwise changed from time to time, collectively, the “**Services**”).

This Agreement is applicable to all persons who use or access the Platform and/or the Services, in their company’s capacity or in an individual capacity, including authorized users representing the company, its employees, or other persons using or accessing the Services (collectively, “**Users**” and each, a “**User**”). If User is agreeing to these terms on behalf of a business or an individual other than User, User represents and warrants that User has authority to bind that business or other individual to this Agreement, and User’s agreement to these terms will be treated as the agreement of such business or individual. In that event, “User” also refers to that business or individual. By clicking the applicable button to indicate User’s acceptance of this Agreement, or by accessing or using the Platform, User agrees, effective as of the date of such action, to be bound by the Agreement.

Please review Section 24 of this Agreement carefully, as it contains an arbitration provision and class action waiver which requires User to resolve disputes with PeopleSpheres through final, binding arbitration on an individual basis. By entering into this Agreement, User is acknowledging that User has read and that User understands the terms of this Agreement and that User agrees to be bound by the arbitration provision and class action waiver.

1. Additional Terms for Services

PeopleSpheres’s provision of any Service is subject to the terms of this Agreement and any supplemental terms referenced herein or which PeopleSpheres may present User with for review and acceptance at the time User subscribes to such Service (each, “**Service Terms**”), and any Service Terms shall be incorporated into and form a part of this Agreement. If the terms hereof conflict with any Service Terms, the Service Terms will govern with respect to the matters contemplated thereby.

2. Services Fees and Charges

User agrees to pay the fees for the Services in accordance with the applicable fee schedules listed at <https://peoplespheres.com/product.pdf>, or the fees mutually agreed in writing by the parties and User authorizes PeopleSpheres to debit User’s designated bank account, as specified by User through the Platform (the “**Bank Account**”), for all fees as they become payable. Unless otherwise stated in

the applicable Service Terms, fees for the Services are typically based on the calendar months in which User is enrolled in any Services, and such fees are applied in full for a given calendar month, regardless of whether User is only enrolled in the Services for a portion of such month. Except for certain fees for particular add-on services that User has opted into, fees for the Services will be billed to User and debited from User's Bank Account on a monthly calendar basis, in advance. Notwithstanding the foregoing, PeopleSpheres may invoice User for any applicable, outstanding fees, and User shall pay such invoice within thirty (30) days of receipt thereof via money transfer, ACH, check, or any other payment method PeopleSpheres may deem acceptable in its sole discretion. All fees are non-refundable. User agrees to reimburse PeopleSpheres for any sales, use, and similar taxes arising from the provision of the Services that any federal, state, or local governments may impose. PeopleSpheres may charge additional fees for exceptions processing, setup, and other special services (including optional add-on services).

PeopleSpheres reserves the right to change the fees for its Services from time to time. User will be notified of any change to existing fees at least ninety (90) days before the fee change goes into effect. If a fee increases or change to this Agreement is not acceptable to User, User may cancel the Services as provided herein prior to the time when such fee increase or change to this Agreement takes effect. User's continued use of the Services beyond the cancellation window constitutes User's agreement to those changes. If PeopleSpheres is unable to collect fees due because of insufficient funds in User's Bank Account or for any other reason, User must pay the amount due immediately upon demand, plus any applicable exceptions processing fees, bank fees, or charges for return items, plus interest at the lesser of 15% per annum or the maximum rate permitted by law, plus attorneys' fees and other costs of collection as permitted by law.

3. User Accounts

To use the Platform, User must have an account with PeopleSpheres (an "**Account**"). User hereby authorizes PeopleSpheres to obtain and store User's Account information as necessary to make the Platform available to User.

4. Who May Use the Platform

User may use the Platform only if User is eighteen (18) years of age or older and is not barred from using the Services under applicable law.

5. Privacy Policy

Please refer to PeopleSpheres Privacy Policy located at <https://peoplespheres.com/terms/Privacy-Policy.pdf> for information on how PeopleSpheres collects, uses, and discloses information from Users. User acknowledges and understands that PeopleSpheres may collect, use, and disclose User's information pursuant to PeopleSpheres Privacy Policy, as it may be updated from time to time.

6. User's Compliance with the Agreement

Use of the Platform and the Services are each conditioned upon User's full compliance with this Agreement and all applicable laws, rules, and regulations.

7. User Is Responsible for Certain Information and Obligations Relating to the Services

User will designate and authorize either itself and/or one or more individuals with authority to (i) act on User's behalf, (ii) provide information on User's behalf, and (iii) bind User and/or User's business with respect to the Services (each such individual, an "**Account Administrator**"). An Account Administrator is authorized by User to access the Services by entering a confidential user ID and password. Such Account login information will entitle the Account Administrator, depending on their designation and the permissions given by User, to have the authority to input information and access, review, modify, and/or provide approvals on User's behalf.

User is solely responsible for all actions taken under any Account that User has access to. Any actions taken under Accounts that User has access to will be deemed authorized by User, regardless of User's knowledge of such actions (the "**Authorized Actions**"). Authorized Actions include but are not limited to (i) actions taken by User or an Account Administrator, and (ii) actions that User or an Account Administrator (or anyone that PeopleSpheres reasonably believes to be User or an Account Administrator) directs or instructs PeopleSpheres to take on its behalf.

In addition, User is solely responsible for (i) following instructions that PeopleSpheres provides to User with respect to the Services, whether such instructions are provided via the Platform, email, or otherwise, (ii) obtaining, maintaining, and keeping secure any equipment and ancillary services necessary to connect to, access, or otherwise utilize the Platform, including but not limited to internet access, networking equipment, hardware, software, and operating systems, and (iii) maintaining applicable accounts with providers of Third-Party Services (as defined below) utilized by User.

User will, and will cause authorized users of User's Account, including but not limited to Account Administrators, to take reasonable steps to adequately secure, and keep confidential, any User Account passwords or credentials, and any information accessible via the User Account. If User believes or suspects that User's Account or passwords or credentials for User's Account have been disclosed to, accessed by, or compromised by unauthorized persons, User must immediately notify PeopleSpheres. PeopleSpheres reserves the right to prevent access to the Services if PeopleSpheres has reason to believe that User's Account or passwords or credentials for User's Account have been compromised.

User is responsible for timely providing PeopleSpheres with the information required for PeopleSpheres to perform the Services. User may furnish such information directly to PeopleSpheres or via an Account Administrator. Furthermore, User represents and warrants to PeopleSpheres that for any information that User shares with PeopleSpheres, whether directly, or via its Account Administrator, User will have the authority to share such information. User is responsible for the accuracy and completeness of information provided to PeopleSpheres, and User will ensure that any such information, whether provided by User, or an Account Administrator is accurate and complete. Moreover, User is required to maintain the accuracy and completeness of such information on an ongoing basis and will promptly notify PeopleSpheres, whether directly or through an Account Administrator of any changes to the information provided to PeopleSpheres.

In addition, User, whether directly or through its Account Administrators is responsible for reviewing any reports, filings, information, documents or materials (collectively, the "**Materials**") posted to the Platform by PeopleSpheres (or otherwise made available to User by PeopleSpheres) for User's review, and User or its Account Administrators must notify PeopleSpheres of any inaccuracies in the Materials

as soon as possible, or within the time period specified in communications received from PeopleSpheres.

User, whether directly or through its Account Administrators is also obligated to promptly notify PeopleSpheres of any third-party notices that User may receive which could affect PeopleSpheres ability to effectively provide the Services or increase the likelihood that a Claim (as defined below) is brought against User or PeopleSpheres in connection with the Services, such as notices from the Internal Revenue Service (the “**IRS**”) or other government agencies regarding penalties or errors relating to the Services, and notices from insurance carriers regarding eligibility, enrollment, payment, or any other communications affecting the contract of services with that insurance carrier.

User agrees that, to the fullest extent permitted by law, the provision of Account login credentials (e.g., username and password) or identity verification credentials to PeopleSpheres by User or an Account Administrator together with any actions authorized by such foregoing parties via the Platform or otherwise (e.g., verbally telling a PeopleSpheres Customer Care representative to take an action), will have the same effect as such parties providing a written signature authorizing electronic payments, filings, or any other actions in connection with the Services.

8. User Verification

User gives PeopleSpheres permission to obtain, verify, and record information that identifies the individual who creates an Account, is the intended user of an Account, or accesses the Services. PeopleSpheres may ask for User’s name, address, date of birth, social security number, and other information that will allow PeopleSpheres to identify User. PeopleSpheres may also ask to see User’s driver’s license or other identifying documents. User consents to and authorizes PeopleSpheres to obtain credit reports about User’s business, and to report adverse credit information about User’s business to others, including but not limited to the IRS and any applicable state taxing authorities. PeopleSpheres may, at its discretion, decline to offer the Services for any reason, including in the event that the Services enrollment process is not satisfactorily completed, PeopleSpheres is unable to verify satisfactory credit of User’s business, and/or for other lawful business reasons.

9. Third-Party Services, Websites, and Resources

Through the Platform, User will be able to elect to receive services from partners of PeopleSpheres (each such service, a “**Third-Party Service**,” and each such partner, a “**Partner**”). User is solely responsible for, and assumes all risk arising from, User’s election to receive and User’s receipt of any Third-Party Service. PeopleSpheres is not responsible for Third-Party Services or any material, information, or results made available through Third-Party Services. The applicable Partners may require User to agree to terms and conditions or agreements with respect to their provision of the Third-Party Services to User. If User elects to receive a Third-Party Service, User authorizes PeopleSpheres to submit to the applicable Partner any and all documents and information about User, User’s business and User’s business’ employees that are necessary for such Partner to provide the Third-Party Service to User, including, without limitation, and if applicable User’s payroll information, bank account information, User’s employees’ bank account information, User’s employees’ Social Security Number and any additional information, such as the personal information of User’s employees, requested by such Partner that User has provided to PeopleSpheres in connection with this Agreement and User’s receipt of the Services (collectively, the “**Shared Information**”). User is

responsible for the accuracy of all Shared Information. User represents and warrants that User has all the rights in and to any Shared Information necessary to provide Shared Information to PeopleSpheres and for PeopleSpheres to provide it to Partners, and that PeopleSpheres use or disclosure of Shared Information as contemplated hereunder will not violate any rights of privacy or other proprietary rights, or any applicable local, state, or federal laws, regulations, orders, or rules. User agrees that by electing to receive a Third-Party Service, and by consenting to connect PeopleSpheres to Partner's tool, he is authorizing PeopleSpheres to submit User's Shared Information to a Partner, User has waived and released any Claim against PeopleSpheres and its directors, officers, and employees arising out of a Partner's use of User's Shared Information, even if that use is not authorized by the applicable agreement between User and the Partner.

In the event a Third-Party Service is unavailable or otherwise unusable to User, PeopleSpheres may at its sole discretion credit User's account accordingly and unless payment for the Third-Party Service goes through PeopleSpheres.

Third-Party Services may include training catalogue, assessments, and virtual classes ("Third-Party Content"). PeopleSpheres disclaims all responsibility and liability for the Third-Party Content. In addition, be aware that virtual classes may have limited enrolment.

The Platform and the Services may contain links to third-party websites or resources. PeopleSpheres provides these links only as a convenience and is not responsible for the content, products, or services on or available from those websites or resources, or links displayed on such websites. User acknowledges its sole responsibility for, and assumes all risk arising from, User's use of any third-party websites or resources.

10. Proprietary Rights

A. User Content and Licenses Granted

"**User Content**" means any text, graphics, images, music, software, audio, video, works of authorship of any kind, and documents, information, or other materials that are uploaded to, posted to, stored on, or created using the Platform by Users. For the avoidance of doubt, any templates, documents, or materials that PeopleSpheres provides to User via the Services shall constitute PeopleSpheres Content (as defined below) hereunder. PeopleSpheres does not claim any ownership rights in any User Content and nothing in this Agreement will be deemed to restrict any rights that User may have to use and exploit User Content. However, by making any User Content available through the Services, User hereby grants to PeopleSpheres a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, publicly display, publicly perform, and distribute User Content in connection with operating and providing the Platform and the Services. User is solely responsible for all User Content. User represents and warrants that User owns all User Content or User has all rights that are necessary to grant PeopleSpheres the license rights in User Content under this Agreement. User Content is subject to the provisions of Section 11, and PeopleSpheres has the right to remove User Content from the Platform in accordance with Section 12.

User may generally remove User Content from the Platform, provided that certain types of User Content may not be removed from the Platform. Moreover, in certain instances, some User Content

may not be completely removed and copies of User Content may continue to exist on the Platform. PeopleSpheres is not responsible or liable for the removal or deletion of (or the failure to remove or delete) any User Content.

B. PeopleSpheres's Intellectual Property Rights

“**PeopleSpheres Content**” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and documents, information, or other materials that are posted, generated, provided, or otherwise made available through the Services by PeopleSpheres, other than User Content. User Content and PeopleSpheres Content shall be collectively referred to herein as “**Content**.” PeopleSpheres and its licensors exclusively own all worldwide right, title, and interest in and to the PeopleSpheres Content, and also in and to the Platform and the Services, including in each case all associated intellectual property rights (“**PeopleSpheres IP**”). User acknowledges that the Platform, Services, and PeopleSpheres Content are protected by copyright, trademark, and other laws of the United States and foreign countries. User agrees not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Platform, Services, or PeopleSpheres Content. This Agreement does not convey any proprietary interest in or to any PeopleSpheres IP or rights of entitlement to the use thereof except as expressly set forth herein. Any feedback, comments, and suggestions User may provide for improvements to the Platform, Services, or PeopleSpheres Content (“**Feedback**”) is given entirely voluntarily and PeopleSpheres will be free to use, disclose, reproduce, license, or otherwise distribute and exploit such Feedback as it sees fit, entirely without obligation or restriction of any kind. Feedback includes, without limitation, feedback User provides to PeopleSpheres in response to any surveys PeopleSpheres conducts, through any available technology, about User's experience.

Subject to User's compliance with this Agreement, PeopleSpheres grants User a limited, non-exclusive, non-transferable, non-sublicensable license to access, view, and download PeopleSpheres Content solely in connection with User's permitted use of the Platform for User's own behalf.

11. General Prohibitions

User agrees not to take any of the following actions:

- Post, upload, publish, submit, share, distribute, or transmit any User Content that: (i) User lacks the authority to post, upload, publish, submit, share, distribute, or transmit; (ii) infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy; (iii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iv) is fraudulent, false, misleading, or deceptive; (v) is defamatory, indecent, obscene, pornographic, vulgar, or offensive; (vi) promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (vii) is violent or threatening or promotes violence or actions that are threatening to any person or entity; (viii) promotes illegal or harmful activities or substances; or (ix) contains software viruses, worms, defects, Trojans, adware, spyware, malware, or other similar computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware device;
- Use the Services other than as authorized in this Agreement;
- Resell, sublicense, timeshare, or otherwise share the Services with any third party;

- Display, mirror, or frame (i) the Site, or the layout or design of any page on the Site or form contained on a page; (ii) the Platform; (iii) the Services; or (iv) PeopleSpheres Content or any individual element within the Site, Platform, or Services, including PeopleSpheres's name and any PeopleSpheres trademark, logo, or other proprietary information, in each case, without PeopleSpheres express prior written consent;
- Access, tamper with, or use non-public areas of the Platform, Services, PeopleSpheres's computer systems, or the technical delivery systems of PeopleSpheres's providers;
- Interfere or attempt to interfere with the proper working of the Platform or the Services (including but not limited to any application, function, or use of the Services) or any activities conducted on the Services;
- Take any action that imposes or may impose (as determined by PeopleSpheres in PeopleSpheres's sole discretion) an unreasonable or disproportionately large load on PeopleSpheres's (or Partners') infrastructure;
- Use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site;
- Harvest or scrape any Content from the Platform or Services;
- Attempt to probe, scan, or test the vulnerability of any PeopleSpheres system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by PeopleSpheres or any of PeopleSpheres's providers or any other third party (including another User) to protect the Platform, Services, or Content;
- Attempt to access or search the Platform, Services, or Content or download Content from the Platform or Services through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, data mining tools, or the like), other than the software and/or search agents provided by PeopleSpheres or other generally available third-party web browsers;
- Access the Services for the purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters, or other form of solicitation through the Platform or Services;
- Use any meta tags or other hidden text or metadata utilizing a PeopleSpheres trademark, logo, URL, or product name without PeopleSpheres's express written consent;
- Use the Platform, Services, or Content, or any portion thereof, (i) for any purpose other than User's internal business purposes, or (ii) for the benefit of any third party or in any manner not permitted by this Agreement;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Platform, Services, or Content to send altered, deceptive, or false source-identifying information;
- Attempt to decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code, or underlying ideas, or algorithms of any of the software used to provide the Platform, Services, or Content;
- Modify, translate, or otherwise create derivative works of any part of the Platform, Services, or Content other than User's own User Content;
- Interfere with, or attempt to interfere with, the access of any User, host, or network, or use any device, software, or routine that is intended to damage, surreptitiously intercept, or expropriate any system, data, or communication, including, without limitation, by sending a virus, overloading, flooding, spamming, or mail-bombing the Platform or Services;

- Collect from or store on the Platform or Services any personally identifiable information or protected health information of other Users without their express permission;
- Impersonate or misrepresent User's affiliation with any person or entity;
- Engage in any fraudulent, deceptive, or illegal practices or activities, or use the Services to directly or indirectly support any such practices or activities;
- Violate any applicable law, rule, or regulation, or the National Automated Clearing House Association Operating Rules, as they may be amended from time to time (as amended, the "**NACHA Rules**"); or
- Encourage, assist, or enable any other individual to do any of the foregoing.

12. PeopleSpheres's Rights to Monitor User Content and Conduct

Although PeopleSpheres is not obligated to monitor access to or use of User Content or to review or edit any User Content, PeopleSpheres has the right to do so for the purposes of operating the Platform and Services, ensuring compliance with this Agreement, and complying with applicable law or other legal requirements. PeopleSpheres reserves the right, but is not obligated, to remove or disable access to any User Content, at any time and without notice, for any reason, including, but not limited to, if PeopleSpheres, at PeopleSpheres's sole discretion, considers any User Content to be objectionable or in violation of this Agreement.

PeopleSpheres has the right to monitor access to and use of the Platform, Services, and Content and to investigate conduct that PeopleSpheres believes could affect the Platform, Services, or Content, including violations of this Agreement. PeopleSpheres may also consult and cooperate with law enforcement authorities and administrative agencies to prosecute Users who violate the law.

13. Account Administrator

User shall designate a qualified Account Administrator that shall be the primary point of contact with PeopleSpheres.

14. E-Signatures

As an optional Service, PeopleSpheres provides an electronic signature service (the "**E-Sign Service**") which allows parties to sign documents electronically. Each time that User uses the E-Sign Service, User is expressly (i) affirming that User is able to access and view the document (the "**Document**") User is electronically signing via the E-Sign Service; (ii) consenting to conduct business electronically with respect to the transaction contemplated by the Document; and (iii) agreeing to the use of electronic signatures for the Document.

While many Users prefer the convenience of electronic signatures, using the E-Sign Service to electronically sign Documents is optional, and User can choose to manually sign Documents if User prefers. If User would like to manually sign a Document, User should (i) inform the party that sent User the Document of User's decision to manually sign such Document; (ii) make sure that User does not electronically sign the Document via the E-Sign Service; and (iii) obtain a physical copy of the Document for User to sign. Obtaining a physical, non-electronic copy of the Document is User's sole responsibility, and PeopleSpheres has no responsibility or liability with respect to such matter.

PeopleSpheres has no responsibility or liability with respect to the content, validity, or enforceability of any Document, nor is it responsible or liable for any matters or disputes arising from the Documents.

PeopleSpheres makes no representations or warranties regarding the validity or enforceability of electronic documents or electronic signatures. UNDER APPLICABLE U.S. STATE AND FEDERAL LAWS, ELECTRONIC SIGNATURES ARE NOT ENFORCEABLE ON SOME DOCUMENTS. IT IS USER'S RESPONSIBILITY TO CONSULT WITH AN ATTORNEY TO DETERMINE WHETHER A DOCUMENT WILL BE ENFORCEABLE IF IT IS ELECTRONICALLY SIGNED VIA THE E-SIGN SERVICE.

15. Platform Availability

PeopleSpheres shall use commercially reasonable efforts to ensure that the Platform is generally available 99% of the time in a calendar month, excluding scheduled maintenance of the Platform with advanced notice to User. From time to time, scheduled system maintenance or emergency maintenance may occur, and during such maintenance periods, the Platform may be inaccessible and unavailable, with or without notice to User.

16. The Platform Can Cause Irrevocable Damage to User Content

The Platform's performance of actions initiated by User may irrevocably modify and/or delete User Content. USER ACKNOWLEDGES AND AGREES THAT PEOPLESFERES IS NOT RESPONSIBLE FOR THE LOSS OR MODIFICATION OF ANY USER CONTENT AND THAT USER'S USE OF THE PLATFORM IS AT USER'S OWN RISK.

17. Warranty Disclaimers

User's use of the Platform, Services, and Content is entirely at User's own risk. PeopleSpheres is not in the business of providing legal, regulatory, tax, financial, accounting, employment, or other professional services or advice. Any information provided by PeopleSpheres via the Platform or otherwise is meant for informational purposes only and should not be interpreted as professional advice. User should consult a professional that is trained or licensed in the relevant area if User needs such assistance. Certain Partners have licensed professionals who may provide professional advice.

User acknowledge that PeopleSpheres exercises no control over User's specific human resource practices implemented using the Services or User's decisions as to employment, promotion, advancement, termination, notification, or compensation of any employee, User or Account Administrator.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE PLATFORM, SERVICES, AND PEOPLESFERES CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND MADE BY PEOPLESFERES. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PEOPLESFERES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DATA LOSS, AND NON-INFRINGEMENT. FURTHERMORE, PEOPLESFERES MAKES

NO WARRANTIES REGARDING THE ACCURACY, RELIABILITY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR QUALITY OF ANY INFORMATION OR PEOPLESpheres CONTENT IN OR LINKED TO THE SERVICES. PEOPLESpheres CANNOT GUARANTEE THE ACCURACY OR COMPLETENESS OF USER CONTENT AND MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO USER CONTENT. PEOPLESpheres DOES NOT WARRANT THAT THE PLATFORM, SERVICES, OR PEOPLESpheres CONTENT WILL (I) MEET USER'S EXPECTATIONS OR REQUIREMENTS; (II) BE COMPLETELY SECURE OR FREE FROM ERRORS, BUGS, VIRUSES, OR OTHER HARMFUL COMPONENTS; OR (III) BE FREE FROM INTERRUPTION, THEFT, OR DESTRUCTION. IN ADDITION, PEOPLESpheres EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR MAKING SURE THAT DOCUMENTS WHICH ARE ELECTRONICALLY SIGNED VIA THE E-SIGN SERVICE ARE VALID AND ENFORCEABLE UNDER ANY APPLICABLE U.S. LOCAL, STATE, OR FEDERAL LAWS, OR THE LAWS OF ANY OTHER JURISDICTION.

If any error results, whether directly or indirectly, from PeopleSpheres's reliance on information (or modifications to information) provided by User, an employee or independent contractor of User, an Account Administrator, or anyone that PeopleSpheres reasonably believes to be User, an employee or independent contractor of User, or an Account Administrator (each such error, a "**Resulting Error**"), then PeopleSpheres will attempt to correct the Resulting Error, but PeopleSpheres makes no warranties or guarantees that it will be able to partially or fully correct the Resulting Error.

PeopleSpheres does not warrant, endorse, guarantee, or assume responsibility for any product or service, including without limitation Third-Party Services, advertised or offered by a third party through the Platform or any hyperlinked website or service, and PeopleSpheres will not be a party to or in any way be responsible for monitoring any transaction between User and third-party providers of products or services.

PeopleSpheres works with third-party service providers to provide the Services, and unless otherwise stated in an agreement between User and any such third-party service provider, the third-party service providers (i) make no warranty as to the accuracy or completeness of information provided to User, and (ii) disclaim express warranties or implied warranties imposed by law with respect to the services they provide, whether directly or indirectly, to User.

18. Indemnity

User will indemnify and hold harmless PeopleSpheres and its officers, directors, employees, and agents (the "**Indemnified Parties**"), from and against any claims, disputes, demands, liabilities, damages, losses, costs, judgements, penalties, fines, and expenses (including, without limitation, reasonable legal and accounting fees) (collectively, the "**Claims**"), arising out of or in any way connected with (i) User's access to or use of the Platform, Services, or Content; (ii) User Content; (iii) User's violation or alleged violation of this Agreement; (iv) User's violation or alleged violation of any third party right, including without limitation any right of privacy or publicity, or any right provided by any labor or employment law, rule, or regulation, or any intellectual property right; (v) User's violation or alleged violation of any applicable law, rule, or regulation, including but not limited to wage and hour laws; (vi) User's violation of the NACHA Rules; (vii) User's gross negligence, fraudulent activity, or willful misconduct; (viii) PeopleSpheres's or any other Indemnified Party's use of or reliance on information or data

furnished by User, an employee or independent contractor of User or User's Account Administrator, in providing the Services, or otherwise in connection with this Agreement; (ix) actions or activities that PeopleSpheres or any other Indemnified Party undertakes in connection with the Services or this Agreement at the direct request or instruction of anyone that PeopleSpheres or any other Indemnified Party reasonably believes to be User or an Account Administrator (each such action or activity, a "**Requested Action**"); (x) PeopleSpheres's or any other Indemnified Party's use of or reliance on information or data resulting from such Requested Actions; or (xi) User's failure, or the failure of any Account Administrators to properly follow PeopleSpheres's instructions with respect to the Services.

19. Limitation of Liability

PeopleSpheres is not responsible or liable for (i) User Content or anyone's reliance on User Content; (ii) Resulting Errors or any consequences or Claims directly or indirectly arising from Resulting Errors; (iii) any consequences or Claims directly or indirectly resulting from User's delay in providing, or User's failure to provide, PeopleSpheres with information necessary for its provision of Services; (iv) User's violation of the NACHA Rules; (v) unauthorized third-party actions taken in User's Account and any transactions, consequences, or Claims arising therefrom; (vi) User's negligence or any negligence of User's Account Administrator; (vii) any Claims, or portions of any Claims, that could have reasonably been avoided or mitigated by User through reasonable efforts; (viii) any circumstances or Claims arising out of or related to a Partner's use of User's Shared Information; (ix) any Requested Actions, or any consequences or Claims directly or indirectly resulting therefrom; or (x) User's failure, or the failure of any Account Administrators, to properly follow PeopleSpheres's instructions with respect to the Services.

NEITHER PEOPLESFERES NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PLATFORM, SERVICES, OR PEOPLESFERES CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR FROM THE USE OF OR INABILITY TO USE THE PLATFORM, SERVICES, OR CONTENT, WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PEOPLESFERES HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO USER. IN NO EVENT WILL PEOPLESFERES'S TOTAL LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PLATFORM, SERVICES, OR CONTENT EXCEED THE AMOUNTS USER HAS PAID TO PEOPLESFERES FOR USE OF THE PLATFORM, SERVICES, OR CONTENT IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE APPLICABLE CLAIM. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PEOPLESFERES AND USER.

20. Duty to Mitigate

If User becomes aware of, or reasonably should have been aware of, any facts, issues, information, or circumstances which are reasonably likely, whether alone or in combination with any other facts, issues, information, or circumstances, to lead to a Claim against PeopleSpheres or User in connection with this Agreement, User must use reasonable efforts to mitigate any loss that may give rise to such a Claim.

21. Term; Termination; Suspension

The Services and this Agreement will continue until they are terminated by either party. User may terminate the Services and this Agreement through User's Account. PeopleSpheres may terminate the Services and this Agreement by giving User at least thirty (30) days' prior written notice. In addition to PeopleSpheres's foregoing termination right, PeopleSpheres may immediately suspend or restrict User's Account; suspend or restrict User's access to the Platform or any Services; block User's ability to use any particular feature of a Service; or immediately terminate the Services and this Agreement, in each case with or without notice to User, in the event that: (i) PeopleSpheres has any reason to suspect or believe that User may be in violation of this Agreement; (ii) PeopleSpheres determines that User's actions are likely to cause legal liability for or material negative impact to PeopleSpheres; (iii) PeopleSpheres believes that User has misrepresented any data or information or that User has engaged in fraudulent or deceptive practices or illegal activities; (iv) PeopleSpheres has determined that User is behind in payment of fees for the Services and User has not cured such non-payment within five (5) days of PeopleSpheres providing User with notice of the non-payment; or (v) User files a petition under the U.S. Bankruptcy Code or a similar state or federal law, or a petition under the U.S. Bankruptcy Code or a similar state or federal law is filed against User. Furthermore, while PeopleSpheres strives to support a multitude of business and organization types, in certain unique situations, if PeopleSpheres cannot support the payroll-related filings for User's business or organization type, PeopleSpheres may immediately terminate the Services and this Agreement upon written notice to User.

The termination of any of the Services or this Agreement will not affect User's or PeopleSpheres's rights with respect to transactions which occurred before termination. PeopleSpheres will have no liability for any costs, losses, damages, penalties, fines, expenses, or liabilities arising out of or related to PeopleSpheres's termination of this Agreement. Sections 2 (to the extent that there are any unpaid fees for services rendered as of the time of termination of this Agreement), 5, 6, 7, 10, 11, 12, and 16 through 29 of this Agreement, and any sections of the Service Terms which by their nature should survive, will survive and remain in effect even if this Agreement is terminated, cancelled, or rescinded.

Upon termination of any of the Service(s) and/or termination of this Agreement, User's right to access and use such terminated Services(s) will automatically terminate. Upon termination, PeopleSpheres shall provide to User an excel file which shall include the following data regarding the Users: name, last name, basic information, on demand and based on billable activity PeopleSpheres might provide a full export of all Data within PeopleSpheres sole database excluding data stored in Third-Party systems .

22. Changes to the Agreement, Platform, or Service

PeopleSpheres may modify the Agreement at any time, in PeopleSpheres's sole discretion. If PeopleSpheres does so, PeopleSpheres shall let User know either by posting the modified Agreement on the Platform or Site or through other communications. It is important that User reviews the Agreement whenever PeopleSpheres modifies it because if User continues to use the Platform or Services after PeopleSpheres has posted the modified Agreement on the Platform or Site, User is indicating to PeopleSpheres that User agrees to be bound by the modified Agreement. If User does not agree to be bound by the modified Agreement, then User may not continue to use the Platform or Services. Because the Platform and Services will evolve over time, PeopleSpheres may change or discontinue all or any part of the Platform, Services, or PeopleSpheres Content at any time and without notice, at PeopleSpheres's sole discretion, including access to Third-Party Service.

23. Governing Law and Language

This Agreement shall be interpreted and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws principles thereof. For all purposes, this English language version of this Agreement shall be the original, governing instrument and understanding of the parties. In the event of any conflict between this English language version of the Agreement and any subsequent translation into any other language, this English language version shall govern and control.

24. Arbitration

Notwithstanding any other provision in this Agreement, and except as otherwise set forth in this section, if either User or PeopleSpheres has any dispute, controversy, or claim, whether founded in contract, tort, statutory, or common law, concerning, arising out of, or relating to this Agreement, the Platform, or the Services, including any claim regarding the applicability, interpretation, scope, or validity of this arbitration clause and/or this Agreement (each of the foregoing, a "**Legal Claim**") that cannot be resolved directly between User and PeopleSpheres, then such Legal Claim will be settled by individual (not class or class-wide), confidential, binding arbitration administered by the American Arbitration Association ("**AAA**") in accordance with the then-current Commercial Arbitration Rules and Mediation Procedures of the AAA (the "**AAA Rules**"), including any expedited procedures. To initiate an arbitration proceeding, an arbitration claim must be submitted by the claimant (the "**Claimant**") to the AAA, and a written Demand for Arbitration must be provided to the other party (the "**Opposing Party**"), pursuant to the AAA Rules. Arbitration hearings will be held in New York, NY or any other location that is mutually agreed upon by User and PeopleSpheres. A single arbitrator will be mutually selected by PeopleSpheres and User and shall be (i) a practicing attorney licensed to practice law in California or a retired judge; and (ii) selected from the arbitrators on the AAA's roster of commercial dispute arbitrators who have a background in payroll, health insurance, human resources, and/or online commerce law (or if there are no such arbitrators, then from the arbitrators on the AAA's roster of commercial dispute arbitrators) (collectively, the "**Arbitrator Requirements**"). If PeopleSpheres and User cannot mutually agree upon an arbitrator within ten (10) days of the Opposing Party's receipt of the Demand for Arbitration from the Claimant, then the AAA shall appoint a single arbitrator that satisfies the Arbitrator Requirements. The arbitrator will follow the law and will give effect to any applicable statutes of limitation. The prevailing party shall be entitled to an award of the costs and expenses of the arbitration, including reasonable attorneys' fees and expert witness fees. The award rendered by the arbitrator shall be final and binding upon User and PeopleSpheres. A judgment on the award may be entered and enforced in any court of competent jurisdiction. PeopleSpheres may, in its sole discretion, commence an action in any state or federal

court of competent jurisdiction within the County of San Francisco, California, for any monetary amounts that User owes to PeopleSpheres (each, an “**Action**”). User hereby waives any objection to jurisdiction or venue, or any defense claiming lack of jurisdiction or improper venue, in any Action brought by PeopleSpheres in such courts.

User and PeopleSpheres agree and acknowledge that this Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause in this Agreement. **USER FURTHER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT USER AND PEOPLESpheres ARE EACH WAIVING THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY AS TO DISPUTES HEREUNDER AND THAT USER IS WAIVING ITS RIGHT TO PARTICIPATE IN ANY CLASS ACTION PROCEEDING ARISING FROM THIS AGREEMENT.**

25. PeopleSpheres Is Not Responsible for Things PeopleSpheres Cannot Control

PeopleSpheres is not responsible or liable for any delays or failures in performance from any cause beyond PeopleSpheres’s control, including, but not limited to, acts of God, changes to laws or regulations, embargoes, wars, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power outages, strikes, weather conditions, acts of hackers, acts of internet service providers, acts of any other third party, or acts or omissions of User.

Without limiting the generality of the foregoing or Section 17, the Platform and the Services rely on third-party technology and services, such as application programming interfaces, for Third-Party Services and web hosting services. Any change to the products or services offered by any of these third-party providers may materially and adversely affect, or entirely disable, User’s use of or access to the Platform and the Services. Likewise, PeopleSpheres cannot guarantee that any User Content hosted on a third-party server will remain secure.

26. General

This Agreement, including all applicable Service Terms, constitutes the entire agreement between PeopleSpheres and User regarding the Platform, Services, and Content and replaces all prior understandings, communications, and agreements, oral or written, regarding this subject matter. This Agreement may be modified only by a written amendment signed by the parties or as otherwise provided in Section 22. If any part of this Agreement is deemed to be unenforceable or invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. User may not assign this Agreement, by operation of law or otherwise, without PeopleSpheres’s prior written consent. Any attempt by User to assign or transfer this Agreement, without such consent, will be null. PeopleSpheres may freely assign or transfer this Agreement without restriction. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.

Any notices or other communications provided by PeopleSpheres under this Agreement, including those regarding modifications to this Agreement, will be given: (i) via email; or (ii) by posting to the Platform. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is given. For notices made by posting to the Platform, the date of such posting will be deemed the

date that notice is given. PeopleSpheres's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of PeopleSpheres. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

27. Electronic Transmission

This Agreement, and any amendments hereto, by whatever means accepted, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were an original signed version thereof, delivered in person. Neither party hereto shall argue that a contract was not formed hereunder based on either (i) the use of electronic means to deliver a signature or to indicate acceptance of this Agreement or (ii) the fact that any signature or acceptance of this Agreement was transmitted or communicated through electronic means; and each party forever waives any related defense.

28. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable for any reason, that provision will be enforced to the maximum extent permitted, and this Agreement will otherwise remain in full force and effect.

29. Contact Information

If User has any questions about this Agreement, the Platform, or the Services, User may contact PeopleSpheres at support@peoplespheres.com.