



APPENDIX A

COVALENT TERMS AND CONDITIONS

These Covalent Terms and Conditions (the “Covalent Terms”) supplement, and are incorporated by reference into, the Order that references these Covalent Terms; the Order, together with these terms and any Statement of Work incorporated by reference into the Order shall be collectively herein known as the “Agreement”.

1. DEFINITIONS

1.1 “Access Credentials” means login information, passwords, security protocols, and policies through which Users access the Covalent Services.

1.2 “Covalent Services” means any Covalent software-as-a-service application identified in the Order that allows Users to access certain features and functions through a web interface.

1.3 “Customer Content” means the data and content uploaded or submitted into the Covalent Services by or on behalf of Customer.

1.4 “Confidential Information” means all written or oral information disclosed by one party (the “**Disclosing Party**”) to the other (the “**Recipient**”) related to the business, products, services or operations of the Disclosing Party or a third party that has been identified as confidential or that, by the nature of the information or the circumstances surrounding disclosure, ought reasonably to be treated as confidential, including, without limitation: (i) trade secrets, inventions, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques; (ii) information regarding products, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, employees, suppliers and agents; and (iii) information regarding the skills and compensation of the Disclosing Party’s employees, contractors, and other agents.

1.5 “Documentation” means the documentation, user manuals, help files and videos, and other materials that describe the features, functions and operation of the Covalent Services that Covalent makes available to its customers, generally.

1.6 “Effective Date” means the date on which the Agreement becomes effective; but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.7 “Go-Live Date” means that date on which Covalent delivers written notice to Customer that the Covalent Services have been deployed in a production environment and are available for access by a User.

1.8 “Order” means the document and into which these Covalent Terms are incorporated by reference that is signed by an authorized representative of each party and identifies the specific Service(s) to be made available, the term, number of Users the fees to be paid by Customer and such other matters as the parties may agree with respect to the applicable Services.

1.9 “Personal Information” means any Customer Content relating to an identified or identifiable natural person and that is protected under applicable privacy laws, rules and regulations.

1.10 “Professional Services” means any implementation, configuration or other professional services provided by Covalent to Customer; any such Professional Services shall be provided



subject to the terms of Appendix A-2 (attached hereto and incorporated herein by reference) and pursuant to the Order and/or Statement of Work.

1.11 **"Services"** means the Covalent Services, Support Services, Professional Services (if any) and any other services set forth in the Order.

1.12 **"Support Services"** means the maintenance and support services provided by Covalent to Customer in accordance with Appendix A-1 attached hereto and incorporated herein by reference.

1.13 **"User"** means each individually named current employee or independent contractor of Customer either (A) who (i) registers for access to the Covalent Services and (ii) is authorized by Customer to access the Covalent Services, or (B) for who Customer has uploaded any personnel records or qualifications for such named current employee or independent contractor into the Covalent Services, in each case subject to any User limitation set forth in the Order.

2. ACCESS, RIGHTS, RESTRICTIONS AND SECURITY

2.1 Access Grant to Covalent Services; Additional Users. Subject to Customer's compliance with the terms and conditions of this Agreement, including the limitation on the number of Users set forth in the Order and the payment of all Subscription Fees, Covalent grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable right to allow the number of Users set forth in the Order to access and use the Covalent Services during the term set forth in the Order for its internal business purposes.

2.2 Access Credentials. Customer will safeguard, and ensure that all Users safeguard, the Access Credentials. Customer will be responsible for all acts and omissions of Users with respect to the Access Credentials or the Covalent Services. Customer will notify Covalent immediately if it learns of any unauthorized use or disclosure of any Access Credentials or any other known or suspected breach of security related to the Covalent Services.

2.3 Customer Restrictions. During the Term and thereafter, Customer shall not, and shall not permit any of its employees, contractors or Users to, directly or indirectly: (a) act as a reseller or distributor of, or a service bureau for, the Services or otherwise use, exploit, make available or encumber any of the Services to, or for the benefit of, any third party other than Customer's Users; (b) use or demonstrate the Services in any way that is in competition with Covalent; (c) reverse engineer, disassemble or decompile the Covalent Services or attempt to derive the source code or underlying ideas or algorithms of any part of the Covalent Services (except to the limited extent applicable laws specifically prohibit such restriction); (d) remove any notice of proprietary rights from the Services; (e) copy, modify, translate or otherwise create derivative works of any part of the Services; (f) use the Services in a manner that interferes or attempt to interfere with the proper operation of the Services or any activities conducted on the Services, including bypassing or attempting to bypass any privacy settings or measures used to prevent or restrict access to the Services; (g) use manual or automated software, devices, robot, spider, or other processes to "crawl" or "spider" or to retrieve, index, "scrape", "data mine" or in any way gather information, content or other materials from the Services in an unauthorized manner or reproduce or circumvent the navigational structure or presentation of the Services; (h) use the Services in a manner which interferes with or disrupt its integrity or performance; (i) use or allow the transmission, transfer, export, re-export or other transfer of any software, technology or information forming a part of the Services in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction; or (j) use the Services to share or store inappropriate materials, including (i) materials containing viruses or other harmful or malicious code; (ii) unsolicited mail (spam); (iii) copyrighted materials to which Customer does not have sufficient rights; (iv) harassing, tortious, or defamatory materials; or (v) other materials prohibited by applicable international, federal, state, or local laws and regulations.

2.4 Customer Obligations. Customer will be responsible for obtaining and maintaining, at Customer's expense, all of the necessary telecommunications, computer hardware, software, and Internet connectivity required by Customer or any User to access the Services from the Internet. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Covalent promptly of any such unauthorized use known to Customer. Customer shall use reasonable efforts to ensure that its connection to, and use of, the Services, including, without limitation, the medium containing any data or other information provided to the Services, including Customer Content and third party data, does not include, and that any method of transmitting such data will not introduce, any program, routine, subroutine, or data (including without limitation malicious software or malware, viruses, worms, and Trojan Horses) which will disrupt the proper operation of the Services or any part thereof or any



hardware or software used by Covalent in connection therewith, or which, upon the occurrence of any event, the passage of time, or the taking of, or failure to take, any action will cause the Services or any part thereof to be destroyed, damaged or rendered inoperable.

2.5 Confidential Information.

(i) Use and Disclosure. During this Term, each party will have access to the other party's Confidential Information and will implement and maintain reasonable safeguards to secure the other party's Confidential Information from unauthorized access, use and disclosure. Except as otherwise expressly permitted, and without limiting each party's obligations under this Agreement, each Recipient agrees as follows: (A) it will not disclose the Confidential Information of the Disclosing Party to anyone except its employees and independent contractors who have a need to know and who have been advised of and have agreed to treat such information in accordance with the terms of this Agreement (each, a **"Representative"**) and (B) it will not use or reproduce the Confidential Information disclosed by the Disclosing Party for any purpose other than exercising its rights and performing its obligations as described herein. Each Recipient will be liable for the acts and omissions of its Representatives with respect to the Disclosing Party's Confidential Information. The provisions of this Section 2.5 shall survive termination of this Agreement for any reason.

(ii) Exceptions. The provisions of Section 2.5(i) will not apply to Confidential Information that: (A) becomes generally available to the public through no fault of the Recipient; (B) is lawfully provided to the Recipient by a third party free of any known confidentiality duties or obligations; (C) Recipient can prove, by clear and convincing evidence, was already known to the Recipient without restriction at the time of disclosure by the Disclosing Party; or (D) Recipient can prove, by clear and convincing evidence, was independently developed by employees and contractors of Recipient who had no access to the Confidential Information. Notwithstanding Section 5(a)(i), each party may disclose Confidential Information to the limited extent required by a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order will (to the extent legally permissible) first have given written notice to the other party and made a reasonable effort to obtain a protective order (at the Disclosing Party's expense).

2.6 **Customer Content**

(i) Customer Content. Customer is solely responsible for any and all obligations with respect to the accuracy, quality, completeness, integrity and legality of Customer Content. Customer will obtain and maintain all third party licenses, consents and permissions needed for Covalent to access and use the Customer Content to provide the Services. Further, Customer accepts sole responsibility for the programming, procedures and communication lines established and used by Customer for purposes of internet-based or remote access to the Services.

(ii) License in Customer Content. Customer grants to Covalent, on behalf of itself and its Users, a non-exclusive license to use the Customer Content as necessary for purposes of providing the Services. Except for the limited licenses granted to Covalent in any Customer Content, as between Customer and Covalent, Customer reserves all right, title and interest in the Customer Content. Notwithstanding anything to the contrary herein, Customer agrees that Covalent has the right to collect, use and analyze any deidentified information derived from the Customer Content (collectively, the



"Deidentified Data") for Covalent's lawful business purposes, including to improve and enhance the Services and for other development, diagnostic, and corrective purposes in connection with the Services and any other Covalent offerings. Covalent may disclose Deidentified Data solely in aggregate form.

2.7 Covalent Services. Except for the limited access and use grants provided to Customer in this Agreement, Covalent reserves all right, title and interest in its intellectual property and business, including the Services, Documentation, and Covalent trademarks. Unless otherwise expressly set forth in the Order, and except for any Customer Content, all work product or services provided or developed pursuant to this Agreement or the Order, and all intellectual property and other proprietary rights derived therefrom, will be the sole and exclusive property of Covalent.

2.8 Professional Services. Excluding those Professional Services agreed to between the parties in the Order or the Statement of Work, Covalent will have no obligation to provide or perform such Professional Services for or on behalf of Customer. In the event that the Parties agree that Covalent will provide Professional Services, the Professional Services shall be provided pursuant to the terms of Appendix A-2 and the Statement of Work.

2.9 Maintenance and Support. During the Term, Covalent will provide the Support Services, including the service level agreements, to Customer as set forth in Appendix A-1.

2.10 Feedback. Covalent in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to Covalent, including such comments and suggestions of Users, in connection with its access to and use of the Services (all comments and suggestions provided by Customer hereunder constitute, collectively, the **"Feedback"**). Customer hereby grants Covalent, on behalf of itself and its Users, a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to use all Feedback, including to incorporate the Feedback into Covalent products and services.

2.11 Third-Party Components. Customer acknowledges that the Services may contain or otherwise make use of software, code or related materials from third parties, including, without limitation, "open source" or "freeware" software ("Third-Party Components"). Third Party Components may be licensed under additional or other license terms that accompany such Third-Party Components, and Customer acknowledges and agrees that these accompanying license terms govern their use. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the license terms that accompany any Third-Party Components. If required by any license for a particular Third-Party Component, Covalent makes the source code of such Third Party Components, and any of Covalent's modifications to such Third Party Components as required, available by written request to Covalent at the following address: support@covalentnetworks.

3. SECURITY. Covalent will maintain a comprehensive information security program consistent with industry standards that contains appropriate administrative, technical and physical safeguards reasonably designed to protect Personal Information from unauthorized disclosure. Such information security program will include business continuity and disaster recovery plans that are consistent with industry standards and are designed to protect against loss of Customer Content. In the event that Covalent has reason to believe that there has been any unauthorized access to, or loss of, Personal Information from its systems or premises, then



it will promptly notify Customer according to Covalent's policies and protocols aligned with the data type and nature of the event.

4. CONSIDERATION.

4.1 Invoicing. Except for any Trial Period Fees (as defined in Section 7.5(b)), or as otherwise set forth in any Order, all fees related to Customer's subscription to access and use the Covalent Services ("**Subscription Fees**") will be invoiced by Covalent in advance on an annual basis. Unless otherwise set forth in any Statement of Work or Order, all other fees set forth in the Order (e.g., fees for Professional Services) will be invoiced in arrears within ten (10) days of the end of the month in which such Services were rendered. The Subscription Fees and all other fees set forth in the Order will be referred to herein as "**Fees**".

4.2 Fees. Customer will pay the Fees to Covalent in accordance with the payment schedule set forth in the Order; provided, that, Covalent may, upon no less than thirty (30) days prior written notice, increase the applicable pricing for each Renewal Term by no more than the greater of three percent (3%) and CPI-U. Unless otherwise agreed by the parties in writing, the Subscription Fees for any subsequent Renewal Terms will be calculated based on the then-current cumulative number of Users. For example, in the event that the original number of Users was 150 at the start of the Initial Term, and 100 net new Users were added during the Initial (or the applicable Renewal) Term, the Subscription Fees for the subsequent Renewal Term will be calculated based on 250 Users.

4.3 Customer agrees that Covalent shall be permitted to invoice Customer immediately following the Go-Live Date for all Subscription Fees due and payable for the Initial Term. Unless otherwise specified in the Order, all invoices issued by Covalent will be due and payable thirty (30) days after receipt by Customer. All Fees will be paid in U.S. dollars and exclude all applicable sales, use, and other taxes. Any portion of the Fees that is not paid when due will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

4.4 Taxes. The Fees exclude, and Customer will be solely responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on Covalent's income).

4.5 Expenses. Customer will reimburse Covalent for any pre-approved travel and out-of-pocket expenses incurred by Covalent in connection with the provision of Services, provided that Customer has approved such expenses in writing or via email.

5. WARRANTIES; DISCLAIMERS; LIMITATIONS ON LIABILITY

5.1 General Representations. Each party represents and warrants that: (a) as of the Effective Date and throughout the Term, it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (b) the execution and performance of the Order, or use of the Services, will not conflict with or violate any provision of any law having applicability to such party; and (c) the Order, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms.

5.2 Covalent Services Warranty; Remedies. Covalent represents and warrants that (i) the Services will perform as stated in this Agreement, be free from material defects, and operate in substantial conformance with the Documentation, except for de minimis non-conformities that do not interfere with the day-to-day operation of the Services. Customer acknowledges and agrees that, as with any data-driven software, certain defects or issues that may manifest themselves in the Services are in fact due to defective, corrupted, or bad quality Customer Content. The aforementioned warranties are only valid in the situations where the Customer Content is free from defects or issues. If there is a breach of the warranty in this Section 5.2, Covalent shall, at its election, within thirty (30) days from the date Customer notifies Covalent of the defect or non-conformance (i) correct the defect or nonconformance in the Services so that it operates in conformance with the Documentation; (ii) replace any defective or non-conforming component of the Services so that is free of defects or performs in conformance with the Documentation; or (iii) in the event that Covalent reasonable determines that neither of the foregoing is practicable, refund all amounts Customer has pre-paid to Covalent for the defective or non-conforming component of the Services. The foregoing are Customer's sole remedies and Covalent's exclusive obligations in connection any defect in, or non-conformance of, the Services during the Term of this Agreement.

5.3 Customer Content. Customer represents and warrants that it has obtained and will maintain throughout the Term, all rights, consents and permissions for Customer to make available the Customer Content to Covalent and for Covalent to use the Customer Content as contemplated herein.

5.4 Compliance with Laws. Customer will use the Services in accordance with all applicable laws, rules and regulations.

5.5 Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY (INCLUDING ITS RESPECTIVE LICENSORS OR SUPPLIERS) MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. COVALENT DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS, THAT THE SERVICES WILL BE ACCURATE, WITHOUT INTERRUPTION, OR ERROR-FREE. FURTHER, COVALENT, ITS SUPPLIERS AND LICENSORS PROVIDE NO WARRANTY OR REMEDY FOR ANY THIRD PARTY COMPONENT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SERVICES; SUCH THIRD PARTY COMPONENTS ARE PROVIDED "AS IS," "WHERE IS," "AS AVAILABLE," "WITH ALL FAULTS" AND, TO THE FULLEST EXTENT PERMITTED BY LAW, WITHOUT WARRANTY OF ANY KIND.

5.6 Disclaimer of Indirect Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT WILL COVALENT BE LIABLE FOR THE PROCUREMENT OF SUBSTITUTE SERVICES.

5.7 Limitations on Liability. EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY COVALENT UNDER THE ORDER DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE FIRST DATE ON



WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION ON LIABILITY WILL NOT APPLY TO A PARTY'S INDEMNIFICATION OBLIGATIONS.

5.8 Exceptions. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN LIABILITY, IN SUCH JURISDICTIONS THE LIABILITY OF COVALENT WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE PROVISIONS OF THIS SECTION 5 WILL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED, ANY LIMITED REMEDY HEREIN IS HELD TO FAIL OF ITS ESSENTIAL PURPOSE OR THE FORM OF THE CLAIM OR CAUSE OF ACTION, WHETHER IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE).

6. INDEMNIFICATION

6.1 Covalent Indemnity. Covalent will indemnify, defend and hold Customer, its directors, officers, and employees (each a "**Customer Indemnified Party**") harmless from and against any and all losses, damages, liability, costs and expenses awarded by a court or agreed upon in settlement, as well as all reasonable and related attorneys' fees and court costs (collectively "**Losses**") arising out of any third party claim to the extent alleging that the Covalent Services infringe any U.S. patent, copyright, trademark or trade secret.

6.2 Exclusions. Section 6.1 will not apply if the alleged claim arises, in whole or in part, from: (a) a use or modification of the Covalent Services by Customer or any User in breach of this Agreement, (b) a combination, operation or use of the Covalent Services with other software, hardware or technology not provided by Covalent if the claim would not have arisen but for the combination, operation or use, (c) the Customer Content or (d) any Third Party Components (any of the foregoing circumstances under clauses (a), (b) or (c) will be collectively referred to as a "**Customer Indemnity Responsibility**").

6.3 Customer Indemnity. Customer will indemnify, defend and hold harmless Covalent, its directors, officers, and employees (each a "**Covalent Indemnified Party**") from and against any and all Losses arising out of any third party claim (a) alleging a Customer breach of any Customer representation or warranty in Section 5, or (b) arising out of any Customer Indemnity Responsibility.

6.4 Indemnification Process. The foregoing indemnification obligations are conditioned on the indemnified party: (a) notifying the indemnifying party promptly in writing of such action (provided that the failure to timely provide such notice shall only limit the indemnifying party's obligations hereunder to the extent that it is prejudiced thereby), (b) reasonably cooperating and assisting in such defense at the expense of the indemnifying party and (c) giving sole control of the defense and any related settlement negotiations to the indemnifying party with the understanding that the indemnifying party may not settle any claim in a manner that admits guilt or otherwise prejudices the indemnified party, without consent.

6.5 Infringement. If the Covalent Services are, or in Covalent's opinion, are likely to become, the subject of any infringement-related claim, then Covalent may, at its expense and in its discretion: (a) procure for Customer the right to continue using the Covalent Services; (b) replace or modify the infringing technology or material so that the Covalent Services become non-infringing and remain materially functionally equivalent; or (c) terminate the Order pursuant to which the Covalent Services are provided and give Customer a refund for any pre-paid but unused Fees.



6.6 THE PROVISIONS OF THIS SECTION 6 STATE COVALENT'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY CLAIM THAT THE SERVICES INFRINGE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHT.

7. TERM AND TERMINATION

7.1 Term. The term of this Agreement will commence on the Effective Date and shall remain in effect for the initial period set forth in the Order (the "**Initial Term**"). Thereafter, the Order shall automatically renew for successive one (1) year terms (each a "**Renewal Term**"), unless either party provides written notice to the other of its election to not renew at least thirty (30) days prior to expiration of the Initial Term or the then-current Renewal Term. The Initial Term, any Trial Period (if applicable, as defined herein) and all Renewal Terms will collectively be referred to as the "**Term**".

7.2 Termination. Either party may terminate the Order, at its discretion, effective immediately upon written notice to the other if the other party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving written notice.

7.3 Suspension of Service(s). At any time during the Term, Covalent may, immediately upon notice to Customer, suspend access to any Service for the following reasons: (a) a threat to the technical security or technical integrity of the Services; (b) any amount due under this Agreement is not received by Covalent within fifteen (15) days after it was due, or (c) breach or violation by Customer of any laws, rules, or regulations.

7.4 Return of Customer Content. Within thirty (30) days following termination of this Agreement for any reason, Covalent, upon Customer's written request, will return all Customer Content to Customer in a mutually agreed format. Thereafter, Covalent reserves the right to permanently and definitively delete the Customer Content (unless Customer has timely requested, and Covalent has not yet complied with Customer's request to return the Customer Content). Upon Covalent's request, Customer agrees to acknowledge its receipt of Customer Content.

7.5 Trial Period.

(a) If the Order indicates that the Service is on a "Trial" or equivalent basis, the term of this Agreement will commence on the Effective Date and continue for the trial period specified on the Order ("**Trial Period**"). Following the expiration of the Trial Period, this Agreement will automatically renew and begin the Initial Term, and continue in accordance with Section 7.1 unless Customer provides written notice of non-renewal at least thirty (30) days prior to the end of the Trial Period.

(b) During the Trial Period, Customer shall pay the Trial Period fees set forth in the Order ("**Trial Period Fees**"). All Trial Period Fees related to Customer's access to and use of the Services during the Trial Period will be invoiced by Covalent at the beginning of the Trial Period and will be due and payable within thirty (30) days after receipt of such invoice by Customer.

(c) During the Trial Period, either party may terminate this Agreement at any time, for any or no reason upon notice to the other party.

(d) Notwithstanding anything contained herein to the contrary, during the Trial Period the Services shall be provided on an "as-is/where-is" basis without warranty of any kind; and Covalent hereby disclaims all warranties, whether express, implied, statutory or otherwise.

7.6 Effects of Termination. Upon termination or expiration of the Order for any reason, (a) any amounts owed to Covalent prior to such termination or expiration and all completed but unpaid Professional Services fees will be immediately due and payable and (b) except as otherwise expressly provided herein, all license and access rights granted will immediately cease to exist. Sections 1, 2.3, 2.5, 2.8, 4, 5, 6, 7.4, this Section 7.6 and 8 will survive any expiration or termination of this Agreement.

8. GENERAL

8.1 Assignment. This Agreement may not be assigned by Customer without the prior written consent of Covalent. Any attempted assignment or delegation in violation of this Section 8.1 will be null, void and of no effect.

8.2 Publicity. During the Term and thereafter, Covalent may refer to Customer as a Covalent customer, orally and in writing (including in promotion or marketing materials and on Covalent's website and social media postings).

8.3 Notices. All notices, consents, and approvals under this Agreement must be delivered via email or in writing by courier, by electronic facsimile (fax), or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth in the Order and will be effective upon receipt. Either party may change its address by giving notice of the new address to the other party.

8.4 Governing Law; Disputes. This Agreement will be governed by the law of the Commonwealth of Massachusetts, without reference to its conflicts of law principles. The United Nations Convention for the International Sale of Goods will not apply to this Agreement. Any dispute, controversy or claim arising out of or relating to this Agreement, will be made exclusively in the state or federal courts located in Boston, Massachusetts and both parties submit to the jurisdiction and venue of such courts.

8.5 Remedies. Customer acknowledges that any actual or threatened breach of this Agreement will constitute immediate, irreparable harm to Covalent for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its reasonable attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

8.6 Waivers. All waivers must be in writing. 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.

8.7 Severability. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

8.8 No Third-Party Beneficiaries. The parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity (including any User or any employee) other than the parties, their permitted successors and assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

8.9 Construction. The parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting



party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”

8.10 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 any event beyond the reasonable control of such party, including natural disaster, war, act of terror, or pandemic. The affected party will use reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

8.11 Entire Agreement. These Covalent Terms, together with the executed Order and all Appendices that are expressly incorporated therein by reference, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. The Agreement may be amended only by a written document signed by both parties.



Appendix A-1 Maintenance and Support

1. **Services Support and Maintenance.** Covalent will perform the following functions in an effort to ensure that the Covalent Services are stable, secure, and functioning in accordance with the service levels set forth in Section 2 of this Appendix A-1:
 - (a) *Services Incident Management.* Covalent shall respond, escalate and resolve issues with the Covalent Services (such as application functionality bugs, or performance degradation) in accordance with the service levels provided in Section 2 of this Appendix A-1.
 - (b) *Services Maintenance.* From time to time, Covalent may provide standard maintenance and Updates (as defined below). Covalent will install, configure, and implement any Update that corrects a known deficiency in the Covalent Services running in the development/test and/or production environment at no additional cost to Customer. For purposes hereof, "Update" shall mean all bug fixes, patches, workaround and maintenance releases or versions to the Covalent Services that Covalent makes available generally to its customers without charging additional subscription fees.
 - (c) *Services Updates and Enhancements.* From time to time, Covalent may provide Updates to the Covalent Services; provided, however, that any required development, installation, implementation and other services or out-of-pocket costs in connection with the Updates or custom deliverables or reports shall not be included in the Maintenance Services and, as such, may be subject to a separate statement of work.
2. **Support and Service Levels**
 - (a) Covalent will use commercially reasonable efforts to (i) provide for resolution of Covalent Services environment performance issues as soon as reasonably possible after learning of such issues; (ii) provide monitoring to assure effective transmission of data; and (iii) provide necessary support to remedy malfunctions in data transmission due to the Covalent Services. In addition, Covalent will make available on-going system reports supported by tracking logs and other documentation and provide communication to Customer on the status of any known issues.
 - (b) Covalent will use commercially reasonable efforts to maintain the Covalent Services through scheduled maintenance and emergency maintenance, as required. All regularly scheduled maintenance will be performed during the hours of 12:00AM EST on Saturday to 11:59PM EST on Sunday. The actual hours of scheduled maintenance during this period in any given week shall be referred to as "Scheduled Maintenance". Additional maintenance may be performed outside of this window if reasonably deemed necessary by Covalent; provided, however, Covalent provides advance notice of such additional maintenance as soon as reasonably practicable (such additional maintenance shall be included within the definition of "Scheduled Maintenance"). Covalent shall notify Customer in advance of any critical patches that must be applied to maintain Covalent Services environment stability and security.
 - (c) Covalent will use commercially reasonable efforts to maintain the online availability of the Covalent Services at all times following the Go-Live Date as follows:



- i) The Availability target is 99.9% (the "Availability Target"). Availability will be calculated by multiplying 100 times the quotient of (i) total number of minutes in the applicable month minus Downtime (as defined below) in the applicable month divided by (ii) the total number of minutes in the applicable month. For clarity: $\text{Availability \%} = 100 \times ((\text{total minutes in applicable month} - \text{Downtime}) / (\text{total minutes in applicable month}))$; and
- ii) "Critical Availability Window" shall mean the hours between 7am and 10pm Eastern Standard Time.

For purposes hereof, "Downtime" means the total minutes of any interruption in the availability of the Covalent Services; provided, that, for purposes of the foregoing calculation, with respect to all minutes of Downtime not during a Critical Availability Window, such minutes shall be multiplied by 0.5. The foregoing calculation of Downtime shall not include time that is attributable to:

- (i) Scheduled Maintenance;
- (ii) negligence or other conduct of Customer (other than as expressly permitted in the Agreement) that materially and adversely affects Covalent's ability to provide the Covalent Services at the Availability Target; and
- (iii) circumstances beyond the reasonable control of Covalent, including, without limitation, general Internet problems and failure or malfunction of any equipment or services not provided by Covalent; provided that Covalent has not materially contributed to the cause of such factor or could not have reasonably foreseen and prevented the effect of such factor; and

In the event that Availability in a given calendar month is less than the Availability Target, Covalent shall provide Customer with Service Credits based on the table below, which Service Credits shall be calculated as a percentage of the Subscription Fees paid by Customer (excluding one-time payments such as upfront or implementation fee payments) and prorated on a monthly basis. These measurements will reset each calendar month.

Monthly Availability	Service Credit % of Monthly Prorated Subscription Fees
Less than 99.9% but equal to or greater than 99.50%	2.5%
Less than 99.50% but equal to or greater than 98.50%	5%
Less than 98.50% but equal to or greater than 96.50%	10%
Less than 96.50% but equal to or greater than 93.50%	15%
Less than 93.50%	30%

- iii) On a monthly basis, in the event that Availability in such month is below the Availability target (99.9%), Customer shall be permitted to request documentation

related to such Downtime calculation. The Parties shall work in good faith to resolve any disputes regarding such Downtime calculations and Service Credits. To receive Service Credit, Customer must request such credit within seven (7) days after the receipt of the monthly report referenced above. Service Credits will be applied upon issue of the first invoice following the applicable month's Service Credit, unless it occurs in the final month of service. In such case, a refund for the dollar value of the Service Credit will be issued within thirty (30) days of the termination of this Agreement. Except for the termination option set forth below, issuance of Service Credits shall be Customer's exclusive remedy and Covalent's sole obligation with respect to this Service Level section.

- iv) In the event that Monthly Availability is less than 93.50% during any period of three (3) consecutive months (a "Degradation Period"), no later than the tenth (10th) day following said Degradation Period, Covalent will deliver a written plan to Customer describing the remediation measures to be implemented by Covalent that are intended to restore Monthly Availability to 99.9%; provided, that, in the event that Monthly Availability in any of the three months immediately following a Degradation Period is less than 93.50%, Customer may terminate the Agreement; provided, further, that, except for the issuance of Service Credits above, this termination right shall be Customer's exclusive remedy and Covalent's sole obligation with respect to this Service Level section.

(d) Covalent will address, within the timeframes set forth below, reported verifiable failures of the Covalent Services environment:

Activity	Severity Level 1	Severity Level 2	Severity Level 3	Severity Level 4
Acknowledge	-Within 2 business hours during standard support hours. -Within 6 hours outside of standard support hours.	Within 4 business hours	Within 8 business hours	Within 1 business day
Response & Follow Up	Every 2 business hours	Every 8 business hours	Weekly	As needed
Escalation	Immediate	2 business Hours	As needed	As needed

Severity Level 1

- Critical Business Impact - Production down with no workaround. There is a critical impact to Customer if service is not quickly restored.
- Examples: Covalent Services are not accessible for any Users; no Users can login

Severity Level 2

- Functionality inoperative – Operation of the Covalent Services is restricted or significantly delayed and impacts business process. No known workaround available.
- Examples: major feature not available; performance degradation that results in inoperability of a major feature

Severity Level 3



- Functionality impaired – Impairment of business functions where an acceptable workaround exists. Problem that affects one or more Users with no major business impact.
- Examples: single User cannot login; report filters not working

Severity Level 4

- Trivial defect – The defect does not affect functionality or data. Includes minor cosmetic defect, other minor failure of the Covalent Services, service/functionality requests which do not require immediate attention
- Examples: non-critical or non-urgent 'fixes', enhancement requests, report changes, training/usage questions

(e) Covalent will provide telephone support and/or remote access support to designated Customer contacts to assist Customer with environment-related issues, including the transmission of data and the availability of reports.

Telephone Support:

Phone Number: 877-595-1014
Hours of Support: 9:00 am to 5:00 pm Eastern Time, Monday-Friday exclusive of federal holidays

Email/Portal Support:

Customer Support Portal: <https://covalentnetworks.zendesk.com/hc/en-us>
Email Address: support@covalentnetworks.com
Hours of Support: 9:00 am to 5:00 pm Eastern Time. Monday-Friday exclusive of federal holidays

Emergency Support:

Phone Number: 850-294-7589
Hours of Support: 24x7x365
Expectation of Use: On-call staff will respond to Sev Level 1 issues
Response Time: Within 6 hours outside standard business hours



APPENDIX A-2

Professional Services

The Parties agree that the terms of this Appendix A-2 shall govern the Professional Services provided by Covalent to Customer, including pursuant to the Order and the Statement of Work attached hereto as Appendix A-3 (the "Statement of Work").

- (a) Professional Services. Covalent agrees to perform, in accordance with the terms and conditions of the Agreement, these Professional Services terms and the Statement of Work the specific project described in the Statement of Work (the "Project"). .
- (b) Responsibilities of Covalent.
 - (i) Professional Services. Covalent shall use reasonable efforts to provide the Professional Services pursuant to the Statement of Work well as any other services related to the Professional Services, which Customer may reasonably request from time to time and are agreed in writing by both Parties pursuant to a change order. Except as set forth in the Statement of Work or Order, the Professional Services shall include the provision by Covalent of all personnel, equipment, facilities and supplies necessary to perform such Professional Services.
 - (ii) Qualifications. Covalent shall use reasonable efforts to ensure that the Professional Services will be performed as described in the Statement of Work by appropriately trained and qualified personnel using reasonable skill and diligence. Customer's sole remedy and Covalent's sole obligation in the event of a breach of the foregoing warranty shall be for Covalent to re-perform the nonconforming work, provided that Covalent shall have received written notice of the work that Customer claims does not conform to the foregoing warranty within five days of the date on which the work was completed. EXCEPT FOR THE FOREGOING SENTENCE, COVALENT DOES NOT MAKE ANY GUARANTY, WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO QUALITY, ACCURACY, COMPLETENESS, TITLE, NON-INFRINGEMENT, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE PROFESSIONAL SERVICES.
- (c) Responsibilities of Customer.
 - (i) Cooperation and Access. Customer agrees to cooperate with Covalent to the extent necessary for Covalent to perform its Professional Services hereunder. Such cooperation shall include, but not be limited to, the items set forth within a Statement of Work or Order, as well as providing Covalent with access to all necessary equipment, material, information, assistance and (if necessary) reasonable access to, and use of, Customer's premises, computers and other equipment during normal business hours. Customer shall also provide Covalent with access to Customer's personnel during normal business hours, including, but not limited to, the persons listed in the Statement of Work or Order.
- (d) Intellectual Property Rights.
 - (i) Covalent shall at all times be considered the owner of all software methodologies, development tools, software programs, routines, user-interface conventions, document templates, workflow models, pricing models, staffing models and content which Covalent developed or used prior to, or in the performance of the Professional Services hereunder, and shall retain all patent, copyright, trademark, trade secret and other intellectual property rights therein (the "Covalent Materials"). In consideration of, and effective upon, Covalent's receipt of all payments required by the applicable Statement of Work or Work Order, Covalent



hereby grants Customer a non-exclusive, non-transferable license, without the right to sublicense, to use, copy, operate and process the Covalent Materials solely for its internal business purposes for the Term of the Agreement. Customer agrees that Covalent Materials represent Confidential Information of Covalent.

- (ii) **Residuals.** Covalent shall be free to use for any purpose the Residuals resulting from its work on the Professional Services. The term "Residuals" means information in intangible form, which may be retained by persons working on the Professional Services, including ideas, concepts, know-how, techniques, inventions, discoveries, improvements, and other information relating generally to software system design or development and which do not contain any confidential information of Customer.
- (e) **Acceptance.** Customer reserves the right to conduct an acceptance test (the "Acceptance Test") of the deliverables provided under any Statement of Work or Work Order (the "Deliverables") before accepting it. In the Acceptance Test, Customer will test the functionality of the Deliverables against any agreed upon specifications. Customer shall have thirty (30) days following delivery of the Deliverables to conduct the Acceptance Test (the "Acceptance Period"). Any failure of the Deliverables to conform to the specifications will be considered an "Error." Customer will notify Covalent of any Errors at the completion of the Acceptance Test and shall give Covalent twenty (20) days to cure the Error. Customer will then retest the Deliverables and determine whether to accept or reject it. If the Deliverables are rejected, Covalent will refund all monies pre-paid to it by Customer under the Applicable Statement of Work or Work Order. Unless the Covalent is notified at the end of the Acceptance Period of an "Error" it is understood between both parties that Acceptance shall have deemed to occur on the first day of the Acceptance Period.
- (f) **Changes.** During the course of Covalent's performance hereunder, Customer may request changes in the Professional Services, including without limitation alterations or additions to or omission from the Professional Services set forth on a Statement of Work or Work Order (hereinafter collectively "Changes"). Any Changes agreed upon by Covalent shall be reduced to writing, signed by duly authorized representatives of Covalent and Customer, and appended as an Amendment to and incorporated as part of the applicable Statement of Work or Work Order. As part of its approval, Covalent may condition any Change on an increase in the payments to be made for the Professional Services and the delivery date of the Professional Services, and, if agreed upon by Customer, such Change, including the scheduled date or dates of payment therefor, shall be reduced to writing and signed by duly authorized representatives of Covalent and Customer and appended to and incorporated as part of the applicable Statement of Work or Work Order. No Change or any other alteration, modification, supplement or amendment to this Agreement or to any Statement of Work or Work Order shall be of any effect or binding on the parties hereto unless made in writing and signed by duly authorized representatives of Covalent and Customer.
- (g) **Extensions.** In the event Covalent is delayed by any act or omission of the Customer (including but not limited to the failure of Customer to complete any task set forth on a Statement of Work or Work Order), then for each day of extension caused by such delay, Covalent shall be entitled to a one-day extension of the time for Covalent's performance. In addition, Customer shall reimburse Covalent for any fees incurred by Covalent as a result of such delay, hindrance or interference by Customer.

Appendix A-3
Statement of Work No. 1



This Statement of Work describes the Professional Services to be provided to Customer.

1. Implementation Services. The following Services shall be provided in accordance with Covalent's standard Implementation Plan, a copy of which will be provided to Customer as part of the discovery phase of the project.
 - a. Configure organizational structure in the Covalent Services
 - b. Configure qualification processes in the Covalent Services
 - c. Configure technical content associated with each qualification
 - d. Configure user roles and permissions in the Covalent Services
 - e. Train all users virtually and/or on-site
2. Term: n/a
3. Fees: As set forth in the Order
4. Invoicing: Fixed fee as set forth in the Order to be invoiced upon mutual agreement to Covalent's standard Implementation Plan.

Assumptions

1. Customer will complete all Covalent templates, questionnaires, and other requirements or documents needed in a timely fashion
2. Customer will provide all required technical documentation & access in accordance with the agreed upon timeline
3. Customer will dedicate or mark available on an as-needed basis appropriate technical or role representative resources to review feature configuration, workflows, and/or technical requirements
4. Customer will help verify feature delivery & interface behavior, in accordance with the documents provided during the scoping phase of the project
5. Scope is parameterized to the items listed in this agreement. Changes to project scope will be revisited using the Change Control process.

Dependencies & Risks

1. Any integrations to source and maintain organizational and personnel data
2. Plant-level connectivity to access the Covalent Services
3. Availability of devices (e.g., kiosks, laptops, tablets, etc.) to access the Covalent Services



APPENDIX B

Addendum: Covalent for Frontline Leaders

This Addendum applies specifically to Covalent's "Frontline Leaders" offering (the "Frontline Leaders Service") and supplements the Covalent Terms and Conditions (the "Covalent Terms"). In the event of conflict between this Addendum and the Covalent Terms, this Addendum will control with respect to the Frontline Leaders Service only.

1. Definitions

For purposes of the Frontline Leaders Service only, the definition of "**User**" in Section 1.13 of the Covalent Terms is replaced with the following:

"User" means each individual who has been issued login credentials to access the Frontline Leaders Service. For clarity, the mere existence of a training record or employee profile in the system does not constitute a User unless that individual has been provisioned with active login credentials."

2. Free Trial

2.1 Customers may access the Frontline Leaders Service on a free trial basis for the period specified at sign-up (the "Trial Period").

2.2 During the Trial Period, the Frontline Leaders Service is provided **as-is** without warranty of any kind.

2.3 Either party may terminate the Trial Period at any time upon notice.

2.4 Unless cancelled prior to expiration of the Trial Period, the subscription will automatically convert to a paid subscription, and the payment method provided by Customer will be charged.

3. Subscription and Payment

3.1 The Frontline Leaders Service is offered on a subscription basis at **\$98 per month** (plus applicable taxes) for up to **five (5) Users per subscription**.

3.2 Customer authorizes Covalent (or its payment processor) to charge Customer's designated credit card or other accepted payment method on a recurring monthly basis in advance.

3.3 From time to time, Covalent may issue credits, discounts, or promotions (including referral credits) that may reduce the monthly charge. Such adjustments will be applied prospectively to the next billing cycle and have no cash value.

3.4 All payments are **non-refundable** except as required by law. Customer may cancel at any time by sending written notice to **sales@covalentnetworks.com**, with cancellation effective at the end of the current billing period.

3.5 Invoices and Net-30 terms in Section 4 of the Covalent Terms do not apply; billing is exclusively via credit card or other accepted electronic payment methods.

4. Usage and Fair Use Limits



4.1 Customer may not exceed the usage limits (5 Users per subscription) or attempt to bypass them through technical or administrative workarounds. Covalent reserves the right to monitor usage for compliance and may suspend or adjust pricing for excessive use beyond intended scope.

5. Renewal and Termination

5.1 The subscription will automatically renew monthly until cancelled.

5.2 Upon cancellation, Customer will retain access until the end of the prepaid period.

5.3 Covalent reserves the right to suspend or terminate the subscription immediately for non-payment, fraud, or misuse.

6. Scope of Service

6.1 The Frontline Leaders Service is a limited-scope subscription intended for small-team use cases. Certain features, integrations, reports, and administrative tools available in other Covalent offerings are not included. Customers requiring additional capabilities may upgrade to Covalent's enterprise subscriptions.

6.2 Professional Services, integrations, or additional features outside the scope of the Frontline Leaders Service are not included and must be purchased separately under the Covalent Terms.

7. Data Retention

7.1 Upon cancellation, Covalent may retain Customer Content for up to thirty (30) days, after which it may be deleted. Customers re-activating within this period may have their prior environment restored; otherwise, a new environment will be provisioned.