Master Services Agreement

This Master Services Agreement (this "**Agreement**") is made between Great Place to Work Institute, Inc. ("**GPTW**") and the person or entity that signs the Order that references this Agreement ("**Customer**"). CUSTOMER AGREES THAT ITS USE OF GPTW'S SUBSCRIPTION SERVICES AND GPTW'S PERFORMANCE OF PROFESSIONAL AND SUPPORT SERVICES ARE SUBJECT TO AND GOVERNED EXCLUSIVELY BY THIS AGREEMENT AND ANY ADDITIONAL TERMS STATED IN THE ORDER, INCLUDING ANY ATTACHMENTS THERETO. This Agreement is effective as of the effective date stated in the applicable Order ("**Effective Date**"). The Agreement posted on the date Customer signs the applicable Order will apply for the duration of the Order; however, GPTW reserves the right to change the Master Services Agreement posted on this URL from time to time, but such change will not affect then existing Orders. Archived Master Services Agreements can be found at: https://www.greatplacetowork.com/master-services-agreement/archive.

1. Services

1.1. Subscription Services. The Subscription Services will be identified in the Order and will be provided solely as set forth therein. During the Initial Term and all applicable Renewal Terms defined in the Order, GPTW will provide the Subscription Services to Customer and Customer may use such Subscription Services solely for its internal business purposes, subject to and conditioned on compliance with this Agreement, the Documentation, and the Order.

1.2. Support Services. GPTW shall maintain a trained and knowledgeable staff capable of providing support for the Subscription Services. GPTW will use commercially reasonable diligence to correct reproducible errors when reported to GPTW and provide as applicable, phone, email, or online support. GPTW will also provide periodic enhancements and modifications to the Subscription Services, including bug fixes, to correct reproducible errors reported to GPTW.

1.3. Professional Services. GPTW will provide the Professional Services listed in the Order, in accordance with the agreed upon terms therein. If Customer requests additional Services that were not previously identified in an Order, then the Parties may need to execute additional Orders.

2. Acknowledgements

2.1. Reservation of Rights. The Services are provided with a limited right to use and are not sold, and GPTW reserves and retains all rights not expressly granted in this Agreement. GPTW has and shall maintain sole and exclusive ownership of all rights, title, and interests in the Services and Documentation, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights, trademarks, brands, and other intellectual property rights thereto). There will be no "work for hire" created as part of the Services or any deliverables owned by Customer, and all works, customizations, models, and developments created by GPTW shall be considered a part of the Services.

2.2. Use Restrictions. Except as expressly provided in this Agreement, no other use of the Services is permitted. Customer is not permitted to, and shall not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Services, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Services; (b) license, sell, transfer, assign, distribute, or outsource use of the Services or Documentation, or provide service bureau, data processing, or time sharing access to the Services; (c) create any links to or interfaces into the Services to enable access by a third party, other than as permitted under this Agreement; (d) access or use the Services or Documentation to build or support, directly or indirectly, products, or services competitive to GPTW; (e) interfere with or disrupt the integrity or performance of any Services or any data contained therein, including without limitation any mechanism used to restrict or control the functionality, or defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any protection or monitoring mechanisms of the Services; (f) attempt to gain access to any Services or its related data, systems, or networks, except as expressly provided by this Agreement; (g) make network connections to any GPTW users, hosts, or networks unless Customer has permission from GPTW in writing to communicate with them; (h) provide programmatic or automated access to any Services or data accessible under this Agreement, including via any artificial intelligence ("**AI**") program, system, tool, or related agentic access, unless expressly authorized by GPTW in writing; or (i) remove or alter any proprietary notices or marks on the Services or Documentation.

2.3. GPTW Certification, Best Workplaces Lists, and Badges. Customer acknowledges that its eligibility, applicable certification as a Great Place To Work®, or inclusion in a Best Workplaces™ List is subject to Customer's adherence to the Great Place To Work® Certification™ and Best Workplaces™ List Terms ("**Certification Terms**"). GPTW grants to Customer a non-exclusive, revocable, limited license to use and display:

2.3.1 The Certification Badge during the Certification Period for the sole purpose of promoting Customer's designation as a Great Place to Work during the Certification Period. Customer will remain in full compliance with the Certification Badge Guidelines located at https://www.greatplacetowork.com/certification-brand-guide ("**Certification Badge Guidelines**") when displaying the Certification Badge.

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2.3.2 The Regional List Badge during the publication period of the Regional List naming Customer as a winner ("**Regional List Inclusion Period**"), for the sole purpose of promoting Customer's designation as a company that has achieved one of the top Trust Index scores within a global region, as defined by GPTW. Customer will remain in full compliance with the International Regional List Badge Guidelines located at https://www.greatplacetowork.com/regional-list-badge-guide ("**Regional List Guide**") when displaying the Regional List Badge.

2.3.3. The National List Badge during the publication period of the National List naming Customer as a winner ("**National List Inclusion Period**") for the sole purpose of promoting Customer's designation as a company that has achieved one of the top Trust Index scores within a designated country. Customer will remain in full compliance with the National List Badge Guidelines located at https://www.greatplacetowork.com/national-list-badge-guide ("**National List Guide**") when displaying the National List Badge.

2.4. Customer Feedback. Customer has no obligation to provide GPTW with any suggestion, enhancement request, recommendation, evaluation, correction, or other feedback about the Services ("**Feedback**"), but if it does, GPTW and its Affiliates may freely use and retain such Feedback into its Services for any purpose with no obligation of any kind to Customer. Nothing in this Agreement or an Order will restrict GPTW from developing or commercializing any solutions, services, products, features, or functionalities or other intellectual property that is similar to, derived from, inspired by or otherwise related to in whole or in part, Feedback or its engagement with Customer, provided that GPTW does not use or disclose Customer Confidential Information except as expressly permitted by this Agreement. GPTW has no obligation to incorporate or apply any Feedback to the Services.

2.5 GPTW Licensees. Customer acknowledges that GPTW partners with persons or companies qualified and licensed by GPTW to sell and provide GPTW products and services in specific territories outside of the United States ("**Licensees**"). Customer consents to such Licensees providing a portion of the Services, including translation assistance, on GPTW's behalf solely outside of the United States. GPTW shall be responsible for the actions of its Licensees relating to the portion of the Services the Licensee(s) provide Customer on GPTW's behalf.

2.6. Compliance with Laws. GPTW shall comply with Applicable Laws in performing its obligations hereunder. Customer shall comply with Applicable Laws when using the Services and remains solely responsible for its compliance with Applicable Laws, including, but not limited to, with respect to the configuration and use of the Services and regardless of whether GPTW provides assistance with Customer compliance matters. Customer acknowledges that the specific privacy requirements established under Applicable Laws relating to Customer are the responsibility of Customer and not GPTW.

2.7. Upgrades. The Subscription Services may be upgraded or changed at any time as required by normal business conditions, provided that such changes will not materially diminish the functionality of the Subscription Services. Any changes to the Subscription Services will be applicable to all GPTW customers of the Subscription Services and material changes will be deployed with reasonable advance notification via the Subscription Services.

2.8. Acceptable Use. Customer will use the Services in full compliance with the Acceptable Use Policy located at https://www.greatplacetowork.com/acceptable-use-policy ("**Acceptable Use Policy**"), which requires Customer not to (a) use, or encourage, promote, facilitate, or instruct others to use, the Services for any illegal, harmful, or offensive use, or to transmit, store, display, distribute, or otherwise make available content that is illegal, harmful, or offensive; (b) use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device, or overburden or interfere with the proper functioning of any system; (c) interfere with or fail to cooperate with any GPTW investigation of a security incident involving any GPTW system, infrastructure, or customer data; (d) make network connections to any users, hosts, or networks unless Customer has permission to communicate with them; and (e) use the Services to distribute, publish, send, or facilitate the sending of unsolicited mass e-mails or other messages.

2.9. Access Credentials. Except as otherwise provided herein, Customer will not provide any third party with access credentials to the Services and will safeguard and compel all users to safeguard the access credentials. Customer is responsible for all acts and omissions of its users, including any transactions conducted using Customer's access credentials, whether such use is authorized or unauthorized, and GPTW will not be responsible or liable for any such use or access. Customer will notify GPTW promptly if it learns of any unauthorized use of any access credentials or any other known or suspected breach of security. If Customer authorizes use of the Services by a third party, including Customer's Affiliates or contractors, without Customer requiring such third party to execute a separate Order with GPTW, then Customer will be fully responsible and liable for all use and misuse of the Services by such third party and will: (i) indemnify GPTW for any Claims by such third party related to the Services; and (ii) fully cooperate with GPTW in enforcing all of its rights to, interests in, and protection of the Services, including in seeking equitable remedies against any such third party that breaches Section 2.2 of this Agreement. All use by such third parties must solely be on Customer's behalf and be strictly in compliance with the terms and conditions of this Agreement, and all access shall be limited to Customer's tenant and Customer Data and aggregated Raw Data only. Customer at all times remains in control of and retains management over the Services, and Customer is liable for all breaches of this Agreement by all such third

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parties, including its Affiliates and contractors. Customer authorizes GPTW to provide such third parties with access to the Services.

2.10. Connectivity. Customer is responsible for securing, paying for, and maintaining connectivity to the Services from Customer's location(s) via the internet, including any and all related hardware, software, third party services, and related equipment and components for such connectivity. Customer agrees that GPTW is not responsible for such connectivity and Customer will not be excused from any of its obligations under the Agreement due to the quality, speed, or interruption of the communication lines from the Customer's location(s) to the internet.

3. Fees

3.1. Fees. Customer will pay the fees on the payment terms and in the currency indicated in the Order. For each Order, the fees due for the Initial and any applicable Renewal Term shall be due upon the execution of the Order but will be billed over the course of the Initial Term and any applicable Renewal Terms, each as defined in the Order. The billing period of the fees will start as set forth in the Order and will continue for the time period indicated as the Initial Term and all applicable Renewal Terms. Customer is responsible for paying for the Services for the entire Initial Term and each Renewal Term. For each Renewal Term, GPTW may increase the fees as set forth in the Order. The increased fees will be set forth in the applicable invoice. Except as otherwise specified in the Order and this Agreement (a) subscription fees are based on Subscription Services purchased and not time of actual usage, however, fees for other Services may be based on actual usage as set forth in the Order; (b) minimum quantities purchased cannot be decreased during the then current Initial Term or applicable Renewal Term; and (c) any additional quantities that are required must be purchased. Except as otherwise provided in this Agreement, all Orders are non-cancellable and all payments are non-refundable. Customer may not withhold, reduce, or set-off fees owed under this Agreement.

3.2. Taxes. The fees exclude, and Customer will be responsible for, all sales, use, excise, withholding, VAT, and any other similar taxes, duties, tariffs, and charges of any kind imposed by any governmental entity in connection with the Services (excluding taxes based solely on GPTW's income).

3.3. Late Payment. Any invoices not reasonably disputed in writing within thirty (30) days from the invoice date of receipt will be deemed accepted, undisputed, due, and payable as set forth in the invoice. All undisputed invoices not paid within thirty (30) days after the date such amounts are due and payable may accrue interest at a rate up to the maximum allowable by applicable law. Customer will reimburse GPTW for any costs reasonably incurred by GPTW in connection with collecting amounts payable under this Agreement. If Customer is more than thirty (30) days overdue in its payment of an undisputed amount due, then GPTW reserves the right to suspend the Services or access to the Services provided under the applicable Order, but only until such payment is made to GPTW and provided that GPTW gives Customer at least ten (10) business days prior written notice of the overdue amount before GPTW suspends the Services. Upon payment in full of all overdue amounts, GPTW will restore the Services.

4. Data, Security, and Privacy

4.1. Ownership and License of Customer Data. Customer shall retain ownership of all rights, title, and interests in and to Customer Data and Raw Data. Customer grants GPTW a non-exclusive, worldwide license for the term of this Agreement, to use, sample, collect, and compile the Customer Data for the purposes of providing, maintaining, improving, or operating the Services, and for benchmarking purposes in aggregated, de-identified form that does not identify Customer or Customer Confidential Information.

4.2. Raw Data License. Customer grants to GPTW a non-exclusive, perpetual, irrevocable, worldwide license to use, sample, collect, and compile Raw Data in aggregated, de-identified form, that does not identify Customer Confidential Information, and that is stripped of all persistent identifiers (e.g., device identifiers, IP addresses, and cookie ID's), in a manner that does not allow the Raw Data on its own to be identified as originating from any individual survey taker, for the purposes of providing or maintenance of, improvement to, and operation of the Services, for new or different products or services, and for benchmarking purposes.

4.3. Collection of Personal Data. Services may employ applications and tools that collect and process Personal Data that may be required by GPTW to provide the Services or functionality included in or related to those Services. If Customer wishes to stop the collection and processing of Personal Data, Customer may need to, as applicable, uninstall or discontinue using certain Services.

4.4. Data Privacy and Security. Each Party agrees to comply with Applicable Laws in its processing of Personal Data. GPTW and its subprocessors will process Personal Data in accordance with GPTW's DPA. All Customer Data will be secured and protected as set forth in the Technical and Organizational Measures of GPTW's DPA.

5. Confidentiality

5.1. Definition. "**Confidential Information**" is any non-public information relating to a Party that is disclosed pursuant to any Order or this Agreement, and which reasonably should be understood by the recipient of such information to be

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confidential because of (a) legends or other markings; (b) the circumstances of the disclosure; or (c) the nature of the information itself.

5.2. Exceptions. Information will not be considered Confidential Information if the information is (a) in the public domain without any breach of this Agreement; (b) disclosed to the receiving Party on a non-confidential basis from a source lawfully in possession of such Confidential Information and, to the knowledge of the receiving Party, is not prohibited from disclosing such Confidential Information to receiving Party; (c) released in writing from confidential treatment by disclosing Party; or (d) is independently developed by the receiving Party without use of or reference to the Confidential Information.

5.3. Nondisclosure. Except as expressly permitted in this Section, neither Party will disclose the other Party's Confidential Information to any third party. Furthermore, Customer expressly acknowledges and agrees that GPTW is not required to, and will not, disclose to Customer Raw Data that has not been de-identified and aggregated.

5.4. Protection. Each Party will secure and protect the Confidential Information of the other Party with a reasonable standard of care commensurate with the sensitivity of such Confidential Information and using precautions that are at least as stringent as it takes to protect its own Confidential Information of like nature, but no less than reasonable precautions.

5.5. Use. Each Party will only use the Confidential Information of the other Party as expressly permitted by or as required to exercise their rights, duties, and obligations under this Agreement.

5.6. Disclosure Exceptions. Confidential Information may be shared with and disclosed to (a) any Affiliate, subcontractor, or other third party who has a need to know solely to enable the receiving Party to exercise its rights or perform its obligations in connection with this Agreement and has non-disclosure obligations at least as stringent as the confidentiality provisions of this Agreement that apply to the Confidential Information; or (b) any court or governmental agency of competent jurisdiction, pursuant to a subpoena, order, civil investigative demand or similar process with which the receiving Party is legally obligated to comply, and of which the receiving Party notifies disclosing Party as required by a legal process, including in connection with any proceeding to establish a Party's rights or obligations under this Agreement (provided however that, when permitted by Applicable Law, a Party will give the other reasonable prior written notice so that the disclosing Party has an opportunity to contest any disclosure required by a legal process).

6. Warranty

6.1. Mutual Warranties. Each Party hereby warrants that (a) it has the full right and authority to enter into this Agreement; and (b) the performance of its obligations and duties under this Agreement does not conflict with or result in a breach of any other agreement of such Party or any judgment, order, or decree by which such Party is bound.

6.2. Subscription Services Warranty. GPTW warrants that the Subscription Services will substantially conform with the Order and any applicable Documentation, and that the functionality of the Subscription Services will not be materially diminished or adversely modified. In the event of a material breach of the warranty described in this Section, as Customer's exclusive remedy and GPTW's sole obligation, at GPTW's cost, GPTW will make commercially reasonable efforts to remedy such breach, provided that if GPTW cannot substantially remedy such breach, then Customer may terminate the affected Subscription Services in accordance with Section 7.2.2. Customer agrees to report any non-conformance of the Subscription Services within thirty (30) days of its discovery and provide GPTW with reasonable information and assistance to enable GPTW to reproduce or verify the non-conforming aspect of the Subscription Services. Customer's failure to notify GPTW within that period will not affect Customer's right to receive warranty remedies unless GPTW is impaired in its ability to correct the deficiency due to Customer failure to notify.

6.3. Professional and Support Services Warranty. GPTW warrants that the Professional Services and Support Services will be performed by qualified personnel in a good and professional manner. In the event GPTW materially breaches the warranty described in this Section, GPTW shall, as Customer's exclusive remedy and sole obligation, reperform the deficient aspect of the Professional or Support Services at GPTW's cost. In the event that GPTW cannot substantially remedy such material breach, GPTW will refund any fees prepaid by Customer for the affected Services. Customer must report any deficiencies in such Services, including Professional or Support Services, within thirty (30) days of the completion of the Services and provide GPTW with reasonable information and assistance to reperform the non-conforming aspect of the Professional or Support Service.

6.4. Disclaimer. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, GPTW DISCLAIMS ALL OTHER WARRANTIES NOT SET FORTH IN THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, AND ANY OTHER SOLUTIONS PROVIDED BY GPTW. GPTW DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY OTHER SOLUTIONS, PRODUCT, OR SERVICE PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CUSTOMER MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED

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OR DISCLAIMED; HOWEVER, (UNLESS AND ONLY TO THE EXTENT SUCH LAW PROVIDES OTHERWISE) ANY SUCH WARRANTY RIGHTS EXTEND ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT.

6.5. Customer Warranty. Customer warrants that it has all rights and required consents to provide Customer Data to GPTW.

7. Term & Termination

7.1. Term of the Agreement. The term of this Agreement commences on the Effective Date and continues for the term stated in each applicable Order unless earlier terminated as permitted under this Agreement. At the expiration of the Initial Term, and at the expiration of each applicable Renewal Term, each as indicated on the Order, the Services will automatically renew for the duration indicated on the Order as the Renewal Term.

7.2. Types of Termination

7.2.1. Non-renewal of Order. Either Party may terminate any Service identified in an Order upon at least thirty (30) days prior written notice to be effective at the expiration of the then-current Initial Term or applicable Renewal Term.

7.2.2. For Cause. Either Party may terminate this Agreement, or any Service identified in an Order, if the other Party fails to perform any material obligation under this Agreement, and such Party is unable to cure the non-performance within thirty (30) days of written Notice of such default. Notice shall provide reasonably sufficient detail regarding the alleged breach of such material obligation; provided, however that GPTW may immediately terminate or suspend Customer's or its third party's access to the Services if Customer or its third party are in breach of the "**Use Restrictions**", "**Acceptable Use**", or "**Confidentiality**" sections of this Agreement, as necessary to prevent further harm. Either Party may immediately terminate this Agreement and all Orders if the other Party has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy. Other than as expressly permitted in this Agreement or an Order, neither Party may terminate this Agreement, and each Party remains fully obligated to the terms and conditions herein.

7.3. Effects of Termination. If this Agreement or an Order is terminated for any reason, the following terms shall apply:

7.3.1. Fees. All fees will be paid by Customer for amounts accrued or due through the effective date of termination. If the Agreement or an Order is terminated for GPTW's uncured material breach of the Agreement in accordance with Section 7.2.2, any fees prepaid by Customer for the Service not rendered prior to the effective date of termination will be applied against Customer's outstanding balance (if applicable), with any remaining amounts refunded to Customer within thirty (30) days of the effective date of termination; provided, however, that upon GPTW's request, Customer promptly provides all information that is necessary for GPTW to process such refund in a timely manner. If this Agreement or an Order terminates before the end of the then-current term of the applicable Order for any reason other than GPTW's uncured material breach in accordance with Section 7.2.2, all unpaid Fees remaining for the duration of the Order term are due and payable upon such termination.

7.3.2. Cessation of Services. GPTW will cease to provide the Services to Customer and Customer's right to use and access the Services will end as of the effective date of termination. If Customer requires access to the Services after the effective date of termination or transition assistance, such access and assistance will be subject to mutual agreement and additional fees under a separate Order, and will be subject to the terms and conditions of this Agreement.

7.3.3. Deletion of Customer Data. GPTW will delete Customer Data, which is not Raw Data, as part of its standard deletion process after Customer's rights to access the applicable Services and retrieve Customer Data have ended, unless otherwise required by law or provided under this Agreement, an Order, or another document.

7.3.4. Confidential Information. Except for data provided under Section 4.2, GPTW and Customer will each, upon the other Party's written request, return or destroy any Confidential Information of the other Party. The parties agree that any retained Confidential Information will remain subject to this Agreement.

8. Indemnification

8.1. Claims Against Customer. GPTW will defend Customer and Customer's respective directors, officers, and employees, who are acting on behalf of Customer ("**Customer Indemnified Parties**"), from and against any and all third party Claims to the extent the Services or Documentation infringe or misappropriate any registered copyright or patent. GPTW will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, damages, costs, or expenses (including, without limitation, reasonable attorneys' fees) actually awarded by a court of applicable jurisdiction to the extent resulting from such third party Claim, or as a result of GPTW's settlement of such third party Claim.

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8.2. Mitigation. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation, or if in GPTW's opinion, the use of the Services is likely to become the subject of a successful Claim of infringement or misappropriation, GPTW (at its option and expense) will use commercially reasonable efforts to either (a) procure for Customer the right to continue using the Services as provided in the Agreement; or (b) replace or modify the Services so that they become non-infringing but remain substantively similar to the affected Services. Should neither (a) nor (b) be commercially reasonable, either Party may terminate the applicable Services and the rights granted hereunder upon written Notice, at which time GPTW will provide a refund to Customer of any fees paid by Customer for the infringing elements of the applicable Services covering the period of their unavailability.

8.3. Exceptions. GPTW will have no liability to indemnify or defend Customer to the extent the Claim(s) is based on (a) use other than as expressly permitted by this Agreement or by GPTW in writing; or (b) use in conjunction with any equipment, service, interface, or software not provided by GPTW, where the Services would not otherwise infringe, misappropriate, or become the subject of the third party Claim.

8.4. Qualifications. Customer will provide written Notice to GPTW promptly after receiving notice of a third party Claim. If defense of such third party Claim is materially prejudiced by a delay in providing Notice, GPTW will be relieved from providing such indemnity to the extent of the delay's impact on the defense. GPTW will have sole control of the defense of any indemnified third party Claim and all negotiations for its settlement or compromise, provided that GPTW will not enter into any settlement which imposes any obligations on Customer without the prior written consent of Customer. Customer will cooperate fully (at GPTW's request and expense) with GPTW in the defense, settlement, and compromise of any such action. Customer may retain its own counsel at its own expense, subject to GPTW's rights above.

8.5. GPTW Intellectual Property. Customer will defend, hold harmless, and indemnify GPTW and GPTW's respective directors, officers, and employees, who are acting on behalf of GPTW ("**GPTW Indemnified Parties**"), from and against any and all liabilities, obligations, costs, or expenses (including, without limitation, reasonable attorneys' fees) arising out of either (a) Customer's use of GPTW's Certification Badge, Regional List Badge, or National List Badge, in violation of the applicable badge guidelines in Section 2.3 or (b) Customer's use of other GPTW intellectual property which infringes or misappropriates any registered GPTW copyright, trademark, trade secret, or patent.

8.6. Disclaimer. EXCEPT AS SET FORTH HEREIN, GPTW DISCLAIMS ALL OTHER OBLIGATIONS TO INDEMNIFY CUSTOMER FROM ANY AND ALL FORMS OF CLAIMS, LIABILITIES, AND DAMAGES. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, CUSTOMER WAIVES ALL OTHER INDEMNITY CLAIMS AGAINST GPTW.

9. Limitations of Liability

9.1. Monetary Cap. DURING ANY TWELVE (12) MONTH CONTRACT TERM (BEGINNING ON THE EFFECTIVE DATE OF THE APPLICABLE ORDER), A PARTY'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SERVICE PROVIDED TO CUSTOMER SHALL IN NO EVENT EXCEED THE AMOUNT PAID OR PAYABLE TO GPTW DURING SUCH TWELVE (12) MONTH CONTRACT TERM FOR THE SERVICE GIVING RISE TO SUCH CLAIM(S).

9.2. Exclusion of Damages. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING OR TRANSITIONING TO SUBSTITUTE OR REPLACEMENT SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, HOWEVER CAUSED; OR AS TO GPTW'S LIABILITY, ANY DAMAGES TO THE EXTENT CAUSED BY CUSTOMER'S DATA, INTERFACES, OR APPLICATIONS, CUSTOMER'S ALLOWANCE OF UNAUTHORIZED THIRD PARTY ACCESS, OR CUSTOMER'S INTRODUCTION OF MALICIOUS CODE.

9.3. Exclusions. THE LIMITATIONS OF LIABILITY CONTAINED IN SECTIONS 9.1 AND 9.2 SHALL NOT APPLY TO LIABILITIES ARISING FROM (A) A PARTY'S INDEMNITY OBLIGATIONS; OR (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT.

9.4. Applicability of Limitations. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF LEGAL THEORY AND THE REASON LIABILITY IS ASSERTED, EVEN IF EITHER PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT SHALL OPERATE TO EXCLUDE OR LIMIT THE LIABILITY OF ANY PARTY TO THE EXTENT SUCH LIABILITY CANNOT LAWFULLY BE SO LIMITED OR EXCLUDED UNDER APPLICABLE LAW. INSOFAR AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

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10. General

10.1. Jurisdiction & Dispute Resolution. This Agreement is governed by and is to be interpreted solely in accordance with the laws of the State of California, without regard to any conflict of law provision that would result in the application of a different body of law, and each Party agrees to submit to exclusive venue in the courts in California in any dispute arising out of or relating to this Agreement. To the extent permitted by law, each Party hereby waives any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement, or any Services provided by GPTW. IF NOT OTHERWISE PROHIBITED BY APPLICABLE LAW, EACH PARTY AGREES THAT ANY CLAIM RELATED TO THIS AGREEMENT WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION, SUIT, OR OTHER SIMILAR PROCESS. Either Party is entitled to seek injunctive relief if the other Party breaches the confidentiality obligations set forth in the Agreement or infringes or misappropriates the other Party's intellectual property. The United Nations Commission on International Trade Law, the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement.

10.2. Export. Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the generality of the foregoing, Customer represents that it is not on any U.S. government denied party list and it shall not make the Services available to any person or entity that (a) is located in a country that is subject to a U.S. government embargo; (b) is listed on any U.S. government list of prohibited or restricted parties; or (c) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.

10.3. Restricted and High-Risk Uses. The Services are made available for general business use and are not designed for safety-critical applications. Customer is solely responsible for any use of the Services in activities or environments where a failure, interruption, error, or unexpected result could lead to death, personal injury, environmental harm, significant property damage, or regulatory violations, including in weapons systems, military operations, nuclear facilities, aviation, aerospace, transportation control systems, medical or life-support functions, and similar high-risk environments. It is up to Customer to determine whether the Services are appropriate for its intended use and implement any safeguards or protective measures needed to manage risk and prevent harm, including independent monitoring, validation, contingency procedures, redundancy, and backup systems.

10.4. Severability & Waiver. The invalidity or illegality of any provision in this Agreement will not affect the validity of any other provision. All unaffected provisions remain in full force and effect. The waiver of any breach of this Agreement will not constitute a waiver of any subsequent breach or default and will not negate the rights of the waiving Party.

10.5. Surviving Provisions. Provisions in this Agreement which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Agreement, including provisions relating to acknowledgements, reservation of rights, use restrictions, fees, confidentiality, limits of liability, indemnification, and termination, will so survive.

10.6. Assignment. This Agreement cannot be assigned by a Party, whether by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement in its entirety (including all Orders) as part of a merger, acquisition, transfer, or sale of all or substantially all of its assets, stock or business, including to an Affiliate, so long as the assignee agrees to be bound by all of the terms and conditions of this Agreement and the Orders. This Agreement shall be binding on and inure to the benefit of all permitted predecessors, successors, and assigns of each Party.

10.7. Force Majeure. If an unforeseeable event reasonably beyond the control of either of the Parties arises to prevent a Party from performing its obligations under this Agreement, including, but not limited to, acts of war, terrorism, uprising, acts of nature like earthquakes or floods, measures of any governmental authority in response to pandemics, epidemics, or other viral or bacterial outbreaks, civil unrest, embargoes, riots, sabotage, labor shortages, changes in laws or regulations, the failure of the internet or communications via common networks, failure of payment transfer mechanisms (but not lack of funds to make payments), power or system failure, or a delay in transportation (collectively "**Force Majeure**"), each Party will be excused from performance of its obligations under this Agreement, for the duration of the Force Majeure affecting such Party, provided that the affected Party will use reasonable efforts to mitigate the impact of the Force Majeure. Notwithstanding the foregoing, GPTW remains obligated to provide disaster recovery portions of the Services to the extent not also prevented by the Force Majeure.

10.8. Publicity. In connection with Customer's applicable certification or list recognition as a Great Place To Work, GPTW may refer to Customer as a GPTW customer and use Customer's name, trademark, and logo, in any and all media, including, without limitation, GPTW's websites and GPTW's list of customers.

10.9. Notice. When either Party needs to provide notice or consent under this Agreement, those notices and consents must be in writing and considered delivered upon actual receipt ("**Notice**"). All Notices to GPTW must be sent to the following: us_legalsupport@greatplacetowork.com with a copy to, General Counsel, Great Place To Work Institute, Inc.,1901 Harrison Street, Suite 1100, Oakland, California, 94612. All Notices to Customer will be sent to the contact listed on the

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applicable Order. Notices sent elsewhere will not be considered effective under this Agreement. Any cure period required under this Agreement will begin on the date the Notice is received.

10.10. eSignature. Each Party agrees that an eSignature (or a facsimile signature by the authorized representative) is evidence of acceptance of a valid and enforceable agreement.

10.11. No Third Party Beneficiaries. The provisions of this Agreement are for the sole benefit of the Parties, and they will not be construed as conferring any rights on any third party nor are there any third party beneficiaries to this Agreement.

10.12. Relationship of the Parties. The Parties are independent contractors. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or constitute any Party to be the agent of the other Party for any purpose.

10.13. Entire Agreement. This Agreement (and any information referenced herein, including in an exhibit, schedule, attachment, annex, or at any URL) along with the corresponding Order and Data Processing Agreement referenced in such Order or this Agreement, constitute the entire agreement between the Parties pertaining to each Order and any promises, negotiations or representations not expressly stated in this Agreement are not actionable by Customer and shall not serve as the grounds to invalidate or terminate this Agreement or any Order. This Agreement supersedes all prior and contemporaneous representations, negotiations, and communications between the Parties relating to the Services and its subject matter. Customer acknowledges that it has not relied upon any such representations, negotiations, and communications, and waives any rights or claims arising from such representations, negotiations, and communications, including any claims for fraud or misrepresentation. This Agreement may only be amended in writing signed by each of the Parties. If Customer uses its own purchase order or similar document, any terms or conditions in such purchase order are null and void. In the event of a conflict between the provisions contained in this Agreement and those contained in an Order, the following order of precedence shall apply: (1) the Order and (2) this Agreement.

11. Definitions

11.1. "Affiliates" means, as to GPTW, those entities that are directly or indirectly controlled by Great Place to Work Institute, Inc.,; and as to Customer, those Customer entities that directly or indirectly control, are controlled by, or are under common control with Customer. "**Control**" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, or otherwise.

11.2. "Applicable Law(s)" means all laws, codes, legislative acts, regulations, ordinances, administrative rules, rules of court, and court orders applicable to a Party's respective business.

11.3. "Certification Period" means the twelve-month period beginning upon the date the Customer receives the designation as a Great Place to Work. The Certification Period does not automatically renew.

11.4. "Claim(s)" means any and all notices, charges, claims, proceedings, actions, causes of action and suits.

11.5. "Customer Data" means all content, information, and data, including but not limited to Personal Data, that is input into the Services by or on behalf of Customer, or collected by GPTW while providing the Services.

11.6. "Documentation" means any developer terms and other written specifications for the Services that GPTW publishes online or otherwise makes available to its customers, as updated from time to time.

11.7. "DPA" means GPTW's Data Processing Agreement located at https://www.greatplacetowork.com/data-processing-agreement.

11.8. "Order" means an order form agreed to and executed by both Parties, which is subject to this Agreement or otherwise references this Agreement, setting out, among other things, the type and quantity of employees that may be surveyed using the Subscription Services, the Professional Services and scope, the term of the Order, price and payment terms of the Services to be provided by GPTW, and the fees to be paid by Customer.

11.9. "Party" or "Parties" means GPTW or Customer, or both, as the context dictates.

11.10. "Personal Data" means data related to a natural person or particular individual as defined under Applicable Laws, including "personal data" as defined under the EU General Data Protection Regulation ("**GDPR**"), "personal information" as defined under the California Consumer Privacy Act ("**CCPA**"); and any similar terms, such as "personally identifiable information" defined under applicable privacy laws.

11.11. "Professional Services" means the deployment, launch, configuration, implementation, integration, delivery, consulting, managed, and other similar services provided hereunder.

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11.12. "Raw Data" means the responses received by GPTW from Customer's employees in connection with Trust Index Survey(s) and/or one-to-one interviews administered by GPTW to support the Subscription Services.

11.13. "Service(s)" means the (a) Subscription Services; (b) Support Services; (c) Professional Services; and (d) other services or solutions, including without limitation Application Programming Interfaces ("**APIs**"), Software Development Kits ("**SDKs**"), software plugins, AI agents, and other software and data interfaces enabling access into the GPTW environment, as set forth in the Order referencing this Agreement.

11.14. "Subscription Services" means those GPTW software-as-a-service ("**SaaS**") applications set forth on the Order and made available to Customer via a hosted multi-tenant environment to use on a subscription basis, as well as the GPTW data accessible therein**.**

11.15. "Support Services" means support and maintenance services provided by GPTW for the Subscription Services, as described in this Agreement

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