

End User Service Agreement

Date of Last Revision: November 7, 2025

Welcome to Avetta, a SaaS supply chain and workforce management platform that connects the world's leading organizations with qualified professional suppliers, contractors, and vendors. Except as specifically described below, the Avetta Services are owned and/or operated under license by Avetta and are provided through various web pages and/or mobile apps (collectively, the "**Site**"). Your use of the Avetta Services is governed by this End User Service Agreement (this "**Agreement**"). The Avetta Services are offered to You conditioned on Your acceptance of the terms, conditions, and notices contained herein.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE AVETTA SERVICES. THIS AGREEMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS OF LIABILITY, YOUR OBLIGATION NOT TO UPLOAD ANY SENSITIVE DATA WITHOUT THE DATA SUBJECT'S PRIOR WRITTEN CONSENT, A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW AND WHERE DISPUTES WILL BE RESOLVED, AS WELL AS A CLASS ACTION ARBITRATION WAIVER.

BY (1) CLICKING A BOX INDICATING ACCEPTANCE, OR (2) USING THE AVETTA SERVICES, YOU ARE SIGNIFYING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY ("**CUSTOMER**" AS FURTHER DEFINED HEREUNDER), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT ACCEPT THIS AGREEMENT AND YOU MAY NOT USE THE AVETTA SERVICES.

1. DEFINITIONS

As used herein, or with any document associated with this Agreement:

- "**Applicable Data Protection Legislation**" refers to the laws and regulations applicable to the respective party's processing of Personal Data in connection with this Agreement, including, where applicable, (i) the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council ("**GDPR**"), as amended and supplemented, as the case may be, by the relevant EU Member States laws and regulations in which Customer directly or indirectly operates, (ii) the UK Data Protection Act 2018 and the UK General Data Protection Regulation ("**UK GDPR**"), (iii) the Australian Privacy Act 1988 and the Australian Privacy Principles, (iv) the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, and any related regulations or guidance (collectively, the "**CCPA**"), (v) the Canadian Personal Information Protection and Electronic Documents Act (the "**PIPEDA**"), and (vi) any other international, federal, state, territorial, provincial, and local privacy or data protection laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective.
- "**Audit**" refers to Avetta's objective evaluation of a Supplier's procedures and practices to assess the Supplier's compliance with relevant regulatory standards, industry best practices, or other criteria requested by Clients.
- "**Authorized Users**" refers to Customer's administrative users, Workers, Visitors, and agents that are authorized by Customer to access the Avetta Services under the rights granted to Customer.
- "**Avetta**" refers to Avetta, LLC or its affiliates and subsidiaries, including but not limited to Pegasus Safety & Training Pty Ptd (ABN: 77 128 372 583), Avetta Do Brasil Tecnologia da Informação Ltda., and Avetta India Private Limited. Avetta may also be referred to as "we" in this Agreement.
- "**Avetta Network**" refers to the network of Avetta's customers that have subscribed to the Avetta Services, including all Clients and Suppliers.
- "**Avetta Services**" refers to the software-as-a-service provided through the Site, and any support and other ancillary services provided by Avetta.

- **“Client”** refers to a company or other legal person that seeks to engage or qualify one or more Suppliers and is a member of the Avetta Network.
- **“Compliance Information”** refers to information provided by Avetta to Customer when implementing and providing the Avetta Services, including but not limited to information on regulations, interpretation of regulations, compliance, insurance and qualifications, certifications and licenses for personnel.
- **“Content”** refers to information, data, text, software, graphics, messages, tags, courses, training materials, or other materials publicly posted, privately transmitted, or otherwise made available via the Avetta Services.
- **“Customer”** refers to the company or other legal person that subscribes to the Avetta Services. Customer can be a Supplier or a Client.
- **“Customer Content”** refers to all Content uploaded or submitted to Avetta by Customer (including by its Authorized Users) in connection with its use of the Avetta Services. If Customer is a Supplier, Customer Content includes Limited Access Data and General Access Data.
- **“General Access Data”** refers to a Supplier’s account information, name, description of services, locations, number of employees, contact information of the Supplier’s listed main point of contact, business licenses and certificates, and other general business information.
- **“Limited Access Data”** refers to a Supplier’s data contained in the prequalification forms (PQFs), specific insurance information, safety statistics such as experience modification rate (EMR) and OSHA data, any and all data gathered during an Audit, and Workers’ data if the Supplier uses Avetta’s worker product(s).
- **“Personal Data”** refers to any information Avetta processes that (i) identifies or relates to an individual who can be identified directly or indirectly from that data alone or in combination with other information in Avetta’s possession or control, or (ii) the Applicable Data Protection Legislation otherwise defines as protected personal data or personal information.
- **“Prime Contractor”** refers to a Supplier who sends a connection request to another Supplier that provides services to the requesting Supplier as a subcontractor.
- **“Sensitive Data”** refers to, but is not limited to, Personal Data consisting of information about physical or mental health or condition, racial or ethnic origin, sex life, sexual orientation, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, religious or philosophical beliefs, political opinions or criminal records (including commission or alleged commission of any offense) concerning an individual.
- **“Subcontractor”** refers to a Supplier who has accepted a connection request from a Prime Contractor to become a connected subcontractor of the Prime Contractor.
- **“Supplier”** refers to a company or other legal person that provides or seeks to provide contractor services to one of more Clients and has agreed to become a member of the Avetta Network.
- **“Visitor”** refers to an individual who is directed and authorized by Customer to visit a worksite but is not employed by Customer as a Worker.
- **“Worker”** refers to an individual service provider employed by Customer.
- **“You”** and **“Your”** refer to, and include, you (i) as an Authorized User of Customer, and (ii) as the Customer entity you represent.

2. FEES AND CHARGES

AVETTA’S BILLING, REFUND AND RENEWAL POLICY, ATTACHED HERETO AS ATTACHMENT 1 AND INCORPORATED HEREIN BY REFERENCE, SETS FORTH THE TERMS AND CONDITIONS GOVERNING THE BILLING, REFUNDS AND RENEWALS FOR THE AVETTA SERVICES.

3. AVETTA SERVICES

The Avetta Services are a subscription service providing its Clients and Suppliers with access to a variety of services related to supply chain risk management, including but not limited to the services described below. The specific Avetta Services accessible to Customer are determined by the scope of its subscription or tier of its membership.

Avetta provides prequalification checks as part of the Avetta Services based on parameters determined or requested by Clients. If You are using prequalification services, You acknowledge and agree that a portion of such prequalification checks may be carried out in an automated manner.

Avetta provides worker management services, and the Site, among other things, stores information pertaining to compliance, competency and worksite attendance of individual users. Clients may have specific rules for individual users regarding compliance, competency and attendance for worksites for which they are owners/operators. If You are using the Avetta Services to access a worksite, You should ensure You are familiar with these rules. If the Site assesses a failure to comply with rules for any worksite registered with the Avetta Services, one of the possible ramifications may be that You are made an inactive user for one or more worksites (meaning You will be denied access to those worksites until any contravention of a worksite rule has been rectified), which can be verified by Avetta through the Site. Additionally, Your access to a worksite may be cancelled or denied by a Client in their sole discretion.

Avetta provides Audit services, which are objective evaluations of a Supplier's procedures and practices to assess the Supplier's compliance with relevant regulatory standards, industry best practices, or other criteria requested by one or more Clients. If You are a Supplier connected with Clients who have Audit requirements, Avetta will carry out Audits, but only with Your cooperation. In most cases, Audits are desktop audits and do not extend to onsite assessments. Any findings and observations of desktop audits are based solely on the documentation You submit to Avetta through the Site, and they are not workplace specific and are not intended to identify onsite hazards, risks, or applicable control measures at a particular workplace. Desktop audits are not designed to uncover any inaccuracies or misstatements in Your documentation, and any findings and recommendations provided by Avetta are based on the assumption that the submitted documentation is complete and accurate. On rare occasions, Avetta may conduct onsite assessments upon Clients' requests to verify a Supplier's application of health, safety, and/or environment programs. The scope of an onsite assessment is determined by the requesting Client, and is limited to the work activities, personnel, and relevant documentation available or accessible at the worksite during the assessment. The findings and observations are based on the documentation, as well as interviews and field observations that may be conducted to assist in verifying the effectiveness of the program. You acknowledge and agree that (i) Audits (desktop audits or onsite assessments, whichever are applicable) are performed for review by and for the exclusive benefit of Clients and shall not be relied upon for any other purposes without Avetta's express prior written consent, and (ii) while Audits provide information against a set of criteria, they shall not be relied upon as an account of all the possible weakness or potential improvements in Your health, safety, and/or environmental program. Upon logging in or by request, You will be provided with a completed copy of any Audit that Avetta has performed on You as it will appear to Your connected Clients. It shall be Your responsibility to review such completed Audits and verify that the information contained therein is and remains complete and accurate.

As part of the Avetta Services, Avetta provides learning management systems. If You have purchased any online courses within the Pegasus Learning Management System, please note that all purchases are final, and any courses not completed within 6 months of purchase will automatically expire without refund.

Additional product specific terms and conditions (available at [Product Specific Terms](#)) may also apply to particular portions or features of the Avetta Services. All such additional terms and conditions that are applicable to the Avetta Services Customer has subscribed to are hereby incorporated by this reference into this Agreement. In the event of any conflicts between the product specific terms and this Agreement, the product specific terms shall prevail.

Avetta may perform certain of its obligations hereunder through subcontractors, subject to all applicable laws and regulations, including any data protection laws. Avetta shall be responsible for the acts and omissions of such subcontractors relating to this Agreement as though they were those of Avetta.

Avetta strives to enhance Your experience and may, at times, need to make adjustments to the Site or Avetta Services. We aim to communicate any material modifications that may impact Your experience with a 30-day advance written notice.

4. THIRD PARTY SERVICES

In addition to the Avetta Services, Avetta may make available third party services that are not owned or controlled by Avetta to You through the Avetta Services ("**Third Party Services**"). Use of Third Party Services is governed by the terms of the providers of the Third Party Services. Avetta assumes no liability or responsibility whatsoever for Third Party Services You elect to use. You may not install or use any Third Party Services in a manner that creates any obligations for Avetta.

5. USE OF THE AVETTA SERVICES

Customer is granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Avetta Services for which Customer has a valid subscription, strictly in accordance with this Agreement and solely for Customer's legitimate internal business purposes. You must be an Authorized User of Customer to access and use the Avetta Services, and Customer shall be responsible for all actions taken under its account. You may not use login credentials to access the Avetta Services from outside the country for which Your credentials were issued. You are responsible for keeping Your login credentials confidential and shall promptly notify us about any unauthorized access to Your login credentials. Your login credentials may restrict Your access to certain materials otherwise available through the Avetta Services. Use of or access to the Avetta Services other than as specifically authorized herein, without the prior written permission of Avetta, is strictly prohibited and will cause the license granted herein to be terminated or suspended immediately. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. All rights not expressly granted herein are reserved by Avetta.

The license to access and use the Avetta Services is subject to the following restrictions and prohibitions: You may not (a) copy, print (except for Your own archival purposes in connection with Your authorized use of the Avetta Services), republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Avetta Services or any Content obtained through the Avetta Services; (b) use the Avetta Services or any Content obtained through the Avetta Services to develop, or as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (c) create compilations or derivative works of any Content available through the Avetta Services; (d) use any Content obtained through the Avetta Services in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of Avetta or any third parties; (e) remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Avetta Services; (f) make any portion of the Avetta Services available through any timesharing system, service bureau, the Internet or any other technology now existing or developed in the future; (g) remove, decompile, disassemble or reverse engineer any Avetta Services or Avetta software or use any network monitoring or discovery software to determine the Avetta Services architecture; (h) use any data mining, robots, scraping or similar data gathering or extraction methods, or any automatic or manual process to harvest information from the Avetta Services; (i) use the Avetta Services for the purpose of gathering information for or transmitting (1) unsolicited commercial email; (2) email that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addresses; or (3) unsolicited telephone calls or facsimile transmissions; (j) use the Avetta Services in a manner that violates any applicable law, rule or regulation including without limitation, those regulating email, facsimile transmissions or telephone solicitations; and/or (k) export or re-export the Avetta Services or any portion thereof, or any software available on or through the Avetta Services, in violation of export control laws or regulations of the United States or any other country.

When You use the Avetta Services, You agree not to:

- upload, post, email, transmit or otherwise make available any Content that is false, misleading, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, discriminatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable;
- use the Avetta Services to harm anyone in any way;
- use the Avetta Services to impersonate any person or entity, or otherwise misrepresent Your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Avetta Services;
- cause, permit or authorize the modification, creation of derivative works, or translation of the Avetta Services without the prior written permission of Avetta;
- use the Avetta Services for fraudulent or unlawful purposes;

- attempt to access the Avetta Services in an unauthorized manner, or to defeat or overcome any encryption technology or security measures implemented by Avetta with respect to any of the Avetta Services and/or data transmitted, processed or stored by Avetta;
- upload, post, email, transmit or otherwise make available any Content that You do not have a right to make available (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, post, email, transmit or otherwise make available any (i) Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; (ii) unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; or (iii) material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- interfere with or disrupt the Avetta Services, or servers or networks connected to or operated in connection with the Avetta Services, or disobey any requirements, procedures, policies or regulations of networks connected to or operated in connection with Avetta Services;
- use the Avetta Services to intentionally or unintentionally violate any applicable local, state, national or international law, rule or regulation;
- use the Avetta Services to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the U.S. Immigration and Nationality Act or any similar legislation in other jurisdictions;
- use the Avetta Services to "stalk" or otherwise harass another; and/or
- use the Avetta Services to collect or store Personal Data about other users in connection with the prohibited conduct and activities set forth above.

6. CONTENT

Content may be provided through the Avetta Services or on the Site, by Avetta, Clients, Suppliers, and/or third party vendors. You understand that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the party from whom such Content originated. Avetta does not control any Content posted or provided by Clients, Suppliers, or third party vendors and, as such, does not guarantee the accuracy, integrity or quality of such Content. Content received via the Site or through the Avetta Services is not intended for consumer use and should not be relied upon for personal, medical, legal or financial decisions. Under no circumstances will Avetta be liable in any way for any Content posted or provided by Clients, Suppliers or third party vendors, including, but not limited to, any errors or omissions in such Content, or any loss or damage of any kind incurred because of the use of such Content posted, emailed, transmitted or otherwise made available on the Site or through the Avetta Services.

Avetta and its designees reserve the right (but not the obligation), in their sole discretion, to pre-screen Content, and may refuse to post or transmit, or may remove any Content that is available on the Site or through the Avetta Services in circumstances where that Content violates this Agreement, or is false, misleading, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, discriminatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable. You agree and acknowledge that You must evaluate and bear all risks associated with the use of any Content posted or provided by Clients, Suppliers, or third party vendors, including any reliance on the accuracy, completeness, or usefulness of such Content.

You acknowledge and agree that Avetta may access, retain, store and disclose Your account information and Content if required to do so by law or based on Avetta's good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) respond to Your requests for customer service, or (e) protect the rights, property or safety of Avetta, its users and the public. Avetta reserves the right to investigate complaints or reported violations of this Agreement and to take any action Avetta deems appropriate, including but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to Your profile, account information, email addresses, usage history, posted materials, IP addresses and traffic information.

7. CUSTOMER CONTENT

As between Avetta and Customer, Customer owns all rights, title and interest in and to Customer Content. You hereby grant to Avetta a non-exclusive, transferable, fully-paid up, worldwide, irrevocable license and right to process Customer Content as necessary for Avetta (a) to provide, operate, manage, and maintain the Avetta Services, including but not limited to investigating and addressing security or integrity issues related to the Avetta Services, (b) to improve the Avetta Services, including but not limited to adding new features to enhance user experience, and developing new technologies and services consistent with this Agreement, (c) to operate and administer award programs, rankings, and related marketing activities, including but not limited to selecting or identifying candidates or awardees, badging, and promoting and publicizing the awards or badges, and (d) to fulfill Avetta's obligations and exercise its rights under this Agreement, in each case without affecting Your confidentiality or privacy rights as set forth in Sections 13 and 15, respectively.

In addition, Avetta may collect and compile usage and operations data ("**Usage Data**") to create statistical analysis and for research and development purposes. Avetta may make Usage Data publicly available in compliance with applicable law, provided that such Usage Data does not identify You or any Confidential Information.

If You are a Supplier and have submitted any Customer Content (including any data submitted by Your Workers and other Authorized Users), You acknowledge and agree that: (a) Customer Content includes Limited Access Data and General Access Data; (b) General Access Data will be used to assist Clients and Suppliers who are searching for potential bidders or business partners; and (c) General Access Data is not public data, but is password protected and shared only with Avetta Clients and Suppliers that are part of the Avetta Network and in limited circumstances, with potential Avetta Clients. You further acknowledge and agree that:

- (a) Limited Access Data can be categorized into two groups: (i) standard compliance data, accessible by Clients appearing on Your "**Client List**" (and your Prime Contractors when applicable), and (ii) client-specific compliance data, accessible solely by the Client appearing on Your Client List that has defined the specific requirements (and Your Prime Contractors for that Client when applicable). It is important to note that Workers' data submitted through Avetta's worker products falls under the category of client-specific compliance data, and access to this data is limited to the Client setting out the requirements for worksite access (and Your Prime Contractors for that Client when applicable);
- (b) Clients can connect to Your account, and You can review Your Client List at any time by logging in to Your account;
- (c) at any time You can add or remove any Client from Your Client List by contacting Avetta;
- (d) once a Client is removed from Your Client List, its access to Your Limited Access Data will be restricted;
- (e) other Suppliers do not have access to Your Limited Access Data unless You are a Subcontractor of such Suppliers; and
- (f) notwithstanding any other provision hereof to the contrary, Avetta may, from time to time, share limited entity-level metrics derived from Your Limited Access Data (but not client-specific compliance data) with potential Clients who have notified Avetta that You are in their supply chain.

Avetta will use commercially reasonable efforts to accurately record, store and provide access to Customer Content. You agree to promptly notify Avetta of any errors or omissions in the Content pertaining to You contained on the Site or available through the Avetta Services.

You understand that the technical processing and transmission of the Site, including Customer Content, may involve (a) transmissions over various networks and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Avetta is not responsible for record retention with respect to Your records or any information You provide to Avetta in connection with Your use of the Avetta Services after the termination of this Agreement. Unless, prior to Avetta's disposal of any of Your information, You specifically request Avetta in writing to have any of Your documentation returned to You, Avetta has the right to dispose of such information without returning such information to You.

8. AVETTA PROPRIETARY RIGHTS

Avetta (and its licensors, where applicable) own all right, title and interest, including all related intellectual property rights, in and to the Avetta Services (and all underlying technology, software and analytics), any Content provided by Avetta, and any models, methods, algorithms, discoveries, inventions, modifications, customizations, enhancements, extensions, derivatives, materials, ideas and other work product that is conceived of, originated or prepared in connection with the Avetta Services or related to the provision of the Avetta Services pursuant to this Agreement.

All trademarks, logos, and service marks displayed through the Site and/or the Avetta Services are registered and unregistered trademarks of Avetta, its affiliates, licensors or other third parties. All of these trademarks, logos and service marks are the property of their respective owners. You may not use such marks without the prior written permission of Avetta or the owner of the marks. Avetta reserves all rights not expressly granted in and to the Avetta Services, the Site, and all the Content provided by Avetta. The Avetta Services, the Site, and all of the Content provided by Avetta, including but not limited to text, design, graphics, interfaces and code, and the selection and arrangement thereof, are owned by Avetta and its licensors and are protected by U.S. and international copyright laws.

9. FEEDBACK

In the event that You provide Avetta with any comments, suggestions, or other feedback with respect to the Avetta Services ("**Feedback**"), Avetta is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. You hereby irrevocably transfer and assign to Avetta all right, title, and interest in, and Avetta is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever. You hereby forever waive and agree never to assert any and all "moral rights" You may have in the Feedback. Avetta will be the exclusive owner of any modifications, enhancements, or derivative works of the Avetta Services resulting from Avetta's use of such Feedback.

10. BETA OR TESTING FEATURES

From time to time, Avetta may make certain products or features ("**Beta Services**") available to You for testing purposes only. Beta Services are made available "AS IS" without warranty of any kind and without any performance obligations, and Avetta shall have no liability for any harm or damage arising out of or in connection with the Beta Services. You may choose to use such Beta Services at Your sole discretion.

11. YOUR REPRESENTATIONS AND WARRANTIES

You represent, warrant, and covenant that:

- if You are a Supplier, (i) You are entering into this Agreement in Your professional capacity for trade, business, or professional purposes only, as a specialized service provider, and (ii) Your use of the Avetta Services and Avetta's processing of Customer Content (including any Personal Data contained therein) in accordance with Agreement will not violate the rights of any third party or any applicable laws or regulations;
- if You are a Worker, Visitor, or an agent of Customer, You are an Authorized User, and the Content uploaded or submitted by You is uploaded or submitted upon Customer's request and is considered Customer Content;
- You possess the legal right and ability to enter into this Agreement and to comply with its terms;
- You will use the Avetta Services for lawful purposes only and in accordance with this Agreement and all applicable laws, regulations and policies;
- the information that You provide is true and accurate and You have the right to provide such information;
- if You are not the owner of the information that is being loaded on to the Site, You warrant that You have the full consent of the owner to agree to these terms on their behalf and that You have fully informed the owner of these terms and their effect on the owner; and
- You are, at minimum, the age of majority in Your jurisdiction of residence and You are an individual who is capable to form legally binding contracts under applicable law on behalf of the entity You represent.

12. INTERNATIONAL TRADE COMPLIANCE

You agree, in connection with any business transactions involving Avetta, and Avetta agrees, in connection with any business transactions involving You, not to engage with, or use, directly or indirectly:

- the government of, or any entity, group or individual within, any country that is the target of any laws administered by the U.S. Office of Foreign Assets Control, Department of the Treasury (“**OFAC**”) or any other governmental entity around the world imposing economic sanctions (“**Embargoed Country**”); or
- any government, entity, group or individual who is named on the OFAC List of Specially Designated Nationals and Blocked Persons or other similar lists maintained by any governmental entity (“**Sanctioned Party**”).

Each of You and Avetta represents and warrants that it is not:

- a Sanctioned Party;
- owned or controlled by, or acting for or on behalf of, a Sanctioned Party; or
- directly or indirectly owned, controlled by, or acting on behalf of an Embargoed Country.

Should either You or Avetta become designated a Sanctioned Party, or become associated, controlled or owned by a Sanctioned Party or Embargoed Country, this Agreement will terminate automatically.

13. CONFIDENTIALITY OBLIGATIONS

Avetta Confidential Information is defined as (a) any and all information to which Customer is given access or receives regarding any other Supplier or Client, and (b) any information, including, but not limited to, business and marketing plans, technology and technical information, product plans and designs, and business processes, disclosed by Avetta or revealed as a result of Avetta's provision of the Avetta Services. Avetta Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to Avetta or any Client or Supplier, (ii) was known by Customer prior to its disclosure by Avetta or any Client or Supplier, (iii) is received from a third party without breach of any obligation owed to Avetta or any Client or Supplier, or (iv) was independently developed by Customer without the use of or reference to Avetta Confidential Information.

You shall not use or disclose any Avetta Confidential Information for any purpose other than for Your legitimate internal business purposes as necessary to realize the benefits of the Avetta Services offered by Avetta to You. You will protect Avetta Confidential Information in Your possession using the same degree of care that You use to protect Your own confidential information of a like kind (but not less than reasonable care). You will limit access to Avetta Confidential Information to those Authorized Users and personnel who need that access for purposes consistent with using the Avetta Services provided by Avetta to You and who are subject to appropriate statutory or contractual confidentiality obligations to You.

Customer Confidential Information is defined as Customer's proprietary, non-public information, including, but not limited to, business and marketing plans, technology and technical information, product plans and designs, and business processes, disclosed by Customer to Avetta as a result of Avetta's provision of the Avetta Services. Customer Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to Customer, (ii) was known by Avetta prior to its disclosure by Customer, (iii) is received from a third party without breach of any obligation owed to Customer; or (iv) was independently developed by Avetta without the use of or reference to Customer Confidential Information.

Avetta may disclose Customer Confidential Information for Avetta's legitimate business purposes as necessary to provide the Avetta Services. Avetta will protect Customer Confidential Information in its possession using the same degree of care that Avetta uses to protect its own confidential information of a like kind (but not less than reasonable care). Avetta will limit access to Customer Confidential Information to those Avetta employees, personnel, and third-party service providers who need access to Customer Confidential Information for purposes of Avetta's provision of the Avetta Services and who are subject to appropriate statutory or contractual confidentiality obligations to Avetta, and other parties (e.g., Clients or Suppliers) who have the right to access Customer Content as described in this Agreement.

Notwithstanding the foregoing, Confidential Information (Avetta Confidential Information/Customer Confidential Information) which is required to be disclosed by the receiving party under legal process may be so disclosed, but only to the extent required, and provided that the disclosing party is given prior notice as promptly as practicable and as allowed by law, and the receiving party compelled to make the disclosure

reasonably cooperates with the disclosing party in any efforts to protect the Confidential Information in the context of the proceeding.

14. DATA SECURITY

Avetta will maintain the following minimum security measures: (a) appropriate technical, physical, administrative and organizational controls designed to maintain the confidentiality, security and integrity of Customer Confidential Information, (b) systems and procedures for detecting, preventing and responding to attacks, intrusions, and system failures, and regular testing and monitoring of the effectiveness of such systems and procedures, including, without limitation, through vulnerability scans and penetration testing, (c) a team of employees dedicated to implementation and maintenance of security controls, and (d) annual assessment of risks that could result in unauthorized disclosure, misuse, alteration, destruction or other compromise of Customer Confidential Information, and of the sufficiency of systems and procedures in place to mitigate those risks. The Avetta Services currently operate in third-party data centers located in the US, Canada, the UK, Germany, Ireland, or Australia and have been built with high availability, business continuity, and disaster recovery in mind. The hosting locations for each of the Avetta Services are further described in the List of Sub-Processors, available at <https://www.avetta.com/legal/processors>. On request, Avetta will provide to You its SOC 2 Type II independent audit report and ISO/IEC 27001:2022, 27017:2015, 27018:2019, 27701:2019, and/or 22301:2019 certifications, which shall be considered responsive to requests for Avetta security information.

In the event You suspect any security incident, please report the incident immediately to infosec@avetta.com.

15. DATA PRIVACY

The information Avetta collects on the Site and through the Avetta Services is subject to Avetta's privacy policy (the "**Privacy Policy**") located at: [Privacy Policy](#).

If You are a Supplier, You acknowledge and agree that (i) Avetta will process Personal Data in accordance with the Data Processing Addendum (the "**DPA**"), which is available at [Data Processing Addendum](#) and is incorporated herein by reference, and (ii) You must comply with all Your obligations under the DPA including but not limited to the obligation to have all necessary consents and notices in place to enable lawful transfer of Personal Data to Avetta.

If You are an individual user (e.g. an administrative user, Worker, Visitor, or other types of Authorized User of Customer), You acknowledge and agree that:

- after receiving Your Personal Data from You or Customer, Avetta will process Your Personal Data in accordance with the data processing terms between Avetta and Customer, and if Customer is a Supplier, the terms are available at [Data Processing Addendum](#);
- You may only upload or submit to Avetta and/or the Site Personal Data related to Yourself unless You have obtained valid consent from the owner of the information as set forth in this Agreement;
- Your Personal Data will be shared with Customer, the Clients and Prime Contractors connected to Customer's account (if Customer is a Supplier), and Avetta's affiliates and service providers for the purpose of operating the Avetta Services;
- Your Personal Data may be transferred to and stored in countries outside the country where You reside; countries in which the level of protection of the Personal Data may be different than that provided in Your country;
- if You contact our customer support team, we may collect voice data for authentication purposes but only after obtaining Your express consent; and
- if You are a Worker or a Visitor, Avetta may collect Sensitive Data from You for the purpose of providing the Avetta Services to Customer (who is Your employer or the owner/operator of the worksite You are visiting). The collection of Sensitive Data is determined or instructed by Customer for its own purposes or to fulfill the requirements set by other Client companies Customer works with. For example, Customer may instruct Avetta to collect drug testing results and identification data from its Workers and Visitors before they can visit a worksite. BY SUBMITTING SENSITIVE DATA, YOU CONSENT TO THE PROCESSING OF SUCH DATA BY AVETTA. IF YOU CHOOSE NOT TO SUBMIT SENSITIVE DATA (OR LATER REQUEST THAT AVETTA DELETE THE DATA), YOU MAY NOT BE ELIGIBLE TO WORK FOR CUSTOMER AND/OR ITS CLIENT COMPANIES. Please contact Customer (Your employer or the owner/operator of the worksite) for further information.

YOU EXPRESSLY AGREE NOT TO UPLOAD OR SUBMIT ANY SENSITIVE DATA CONCERNING AN INDIVIDUAL TO AVETTA AND/OR THE SITE IN CONNECTION WITH YOUR USE OF THE AVETTA SERVICES WITHOUT HAVING OBTAINED PRIOR WRITTEN CONSENT, WHICH MUST BE VALID UNDER APPLICABLE DATA PROTECTION LEGISLATION, FROM THE RELEVANT INDIVIDUAL.

You may access, correct or update Your Personal Data; ask questions or express concerns about Avetta's Privacy Policy or any other matter related to Avetta's collection, use, protection or disclosure of Your Personal Data; ask questions about the collection, use, disclosure or storage of Personal Data by Avetta's service providers; or withdraw consent to continued use and disclosure of Your Personal Data, by contacting Avetta using the contact information described in Avetta's Privacy Policy. For further information about the processing of Your Personal Data and Your rights as a data subject, please consult the Privacy Policy.

Please note that Your Personal Data accessed by Suppliers and Clients using the Avetta Services will be handled by such third parties in accordance with their own privacy policies and procedures. Avetta is not responsible for the actions and omissions of such third parties.

16. INDEMNIFICATION FOR THIRD PARTY CLAIMS

Avetta shall defend Customer, against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the use of the Avetta Services in accordance with this Agreement infringes or misappropriates such third party's registered patent, copyright, or trademark right (each a "**Claim Against Customer**"), and will indemnify Customer from any damages finally awarded against Customer, as well as for reasonable attorney fees and costs incurred as a result of, or for amounts paid by Customer under a settlement approved by Avetta in writing of, a Claim Against Customer, provided Customer (a) promptly gives Avetta written notice of the Claim Against Customer, (b) gives Avetta sole control of the defense and settlement of the Claim Against Customer (except that Avetta may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Avetta all reasonable assistance, at Avetta's expense. Customer may participate in and observe the proceedings at its own cost and expense with counsel of its own choice. If Avetta receives information about an infringement or misappropriation claim related to the Avetta Services, Avetta may in its discretion and at no cost to Customer (i) modify the Avetta Services so that they are no longer claimed to infringe or misappropriate, (ii) obtain a license for Customer's continued use of the Avetta Services in accordance with this Agreement, or (iii) terminate Customer's subscription upon 30 days written notice and refund Customer any prepaid fees covering the remainder of the subscription term of the terminated subscription. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Avetta Services are the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the Avetta Services or any part thereof with software, hardware, data, or processes not provided by Avetta, if the Avetta Services or use thereof would not infringe without such combination; or (3) a Claim against Customer arises from Content that is not provided by Avetta, a non-Avetta application or Customer's breach of this Agreement.

Customer shall defend Avetta against any claim, demand, suit or proceeding made or brought against Avetta by a third party arising out of or resulting from (i) Customer Content, including any processing of Customer Content by Avetta in accordance with this Agreement, or (ii) Customer's breach of its obligations under this Agreement (each a "**Claim Against Avetta**"), and will indemnify Avetta from any damages finally awarded against Avetta, as well as for reasonable attorney fees and costs incurred as a result of, or for any amounts paid by Avetta under a settlement approved by Customer in writing of, a Claim Against Avetta, provided Avetta (a) promptly gives Customer written notice of the Claim Against Avetta, (b) gives Customer sole control of the defense and settlement of the Claim Against Avetta (except that Customer may not settle any Claim Against Avetta unless it unconditionally releases Avetta of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense. Avetta may participate in and observe the proceedings at its own cost and expense with counsel of its own choice. The above defense and indemnification obligations do not apply if a Claim Against Avetta arises from Avetta's breach of this Agreement.

17. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL AVETTA OR YOU BE LIABLE FOR ANY LOSS OF USE, LOST REVENUE OR PROFIT, OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF

BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF LIABILITY FOR INDEMNIFICATION OBLIGATIONS, NEITHER AVETTA'S NOR YOUR AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT SHALL EXCEED THE AMOUNTS ACTUALLY PAID BY OR DUE FROM YOU TO AVETTA IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or special damages, the above limitation may not apply to You. If You are dissatisfied with any portion of the Avetta Services, You agree that Your sole and exclusive remedy is to discontinue using the Avetta Services.

18. FORCE MAJEURE

Notwithstanding anything to the contrary herein, neither You nor Avetta shall be deemed to be in default of any provision of this Agreement, or be liable to each other or to any third party for any delay, error, failure in performance or interruption of performance due to any act of God, war, insurrection, acts of terrorism, riot, boycott, strikes, interruption of power service, interruption of Internet or communications service, labor or civil disturbance, acts of any other person not under its control or other similar causes.

19. NO WARRANTIES

YOU ACKNOWLEDGE AND AGREE THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AVETTA MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AVETTA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, AND GUARANTEES OR REPRESENTATIONS IMPOSED BY LAW, INCLUDING THOSE RELATING TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, CORRECTNESS, COMPLETENESS OR CORRESPONDENCE WITH DESCRIPTION AND ANY WARRANTY, GUARANTEE, OR REPRESENTATION ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ALL SERVICES PROVIDED BY AVETTA HEREUNDER ARE PERFORMED AND PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

You also acknowledge and agree that Your use of the Avetta Services does not guarantee Your hiring or acceptance by any Client or Supplier of Avetta. You are solely responsible for Your interactions with other members of the Avetta Network. Avetta is not responsible for and hereby disclaims any responsibility or liability regarding interactions or disputes between or among You and any Avetta Clients or Suppliers.

20. DISCLAIMER REGARDING COMPLIANCE INFORMATION

Avetta may provide Compliance Information to You when implementing and providing the Avetta Services. Such Compliance Information is offered for informational purposes only and Avetta does not warrant the accuracy, legality or completeness of the Compliance Information in any way. Avetta has no duty to update You on any changes to the Compliance Information or any legal or regulatory changes. Compliance Information may vary by jurisdiction. You agree (a) to assume full responsibility for confirming the accuracy, legality and jurisdictional applicability of all Compliance Information before You use such Compliance Information; (b) that Avetta shall have no liability with respect to any Compliance Information; and (c) to use of or reliance upon any Compliance Information is at Your own risk.

21. COMPLIANCE WITH LAW

Each party at all times comply with all applicable laws, regulations, ordinances, rules, and orders, including but not limited to all applicable anti-bribery and anti-corruption laws, and anti-slavery and human trafficking laws, statutes, regulations from time to time in force. Neither party shall engage in any activity, practice or conduct that would constitute an offence under the UK Modern Slavery Act 2015, the Australian Modern Slavery Act 2018 (Cth), or Division 270 or Division 271 of the Australian Criminal Code Act of 1995 (Cth) if such activity, practice or conduct had been carried out in England, Wales, or Australia. Each party hereby represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

22. NOTICES, PERMISSIONS, AND APPROVALS

All legal notices (e.g., claimed breach), permissions and approvals provided hereunder shall be sent by electronic mail to the email address provided by the other party for such purposes and shall be deemed given when sent. Notices to Avetta shall be sent to legal@avetta.com. Notices to You shall be sent to the email address You provide to Avetta in Customer's profile. If You fail to provide or maintain a valid email address, Avetta may provide notices hereunder by any means reasonably calculated to provide You with actual notice thereof.

23. MODIFICATIONS AND CHANGES

Avetta reserves the right, in its sole discretion, to modify this Agreement (including any document incorporated into this Agreement by reference) at any time by posting an updated version on this page. Avetta will use reasonable efforts to notify Customer of the changes via email or a notice displayed on the Site. The updated version will be deemed accepted and become effective 30 days after such notice unless Customer gives Avetta written notice of rejection of the changes. In the event of a rejection or if no notice is timely provided by Avetta, the current version shall continue to be in effect, and the updated version shall become effective for Customer upon renewal of the then-current subscription term or when You upgrade or subscribe to additional services after the updated version is posted. Your continued use of the Avetta Services after the aforementioned effective date of any such changes constitutes Your acceptance of the updated Agreement.

24. GOVERNING LAW AND VENUE; ARBITRATION

The law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where You are domiciled:

If You are domiciled in:	Governing law is:	Courts with exclusive jurisdiction/arbitration venues are:
Anywhere globally except for Australia, Brazil, New Zealand, United Kingdom, or other countries in Europe	Texas and controlling United States federal law	Houston, Texas, United States
Australia or New Zealand	New South Wales, Australia	New South Wales, Australia
Brazil	Federative Republic of Brazil	Sao Paulo, Brazil
United Kingdom	England and Wales	London, England
Any country in Europe other than the United Kingdom	Belgium	Brussels, Belgium

Avetta and You agree to the applicable governing law above without regard to the choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above. The United Nations Convention on Contracts for International Sale of Goods is hereby expressly excluded. The Uniform Computer Information Transactions Act shall not apply to this Agreement. YOU EXPRESSLY WAIVE ANY RIGHT TO INVOKE OR CLAIM APPLICATION OF ANY OTHER LAW TO GOVERN THE CONCLUSION, PERFORMANCE, FAILURE TO PERFORM, TERMINATION OR EXPIRATION OF THIS AGREEMENT.

IN THE EVENT OF A DISPUTE BETWEEN YOU AND AVETTA ARISING UNDER OR RELATING TO THE AVETTA SERVICES, EXCEPT WHERE PROHIBITED BY LAW, YOU OR AVETTA MAY CHOOSE TO RESOLVE THE DISPUTE BY BINDING ARBITRATION, AS DESCRIBED BELOW, INSTEAD OF IN COURT. ANY CLAIM (EXCEPT FOR A CLAIM CHALLENGING THE VALIDITY OR ENFORCEABILITY OF THIS ARBITRATION AGREEMENT, INCLUDING THE CLASS ACTION WAIVER) MAY BE RESOLVED BY BINDING ARBITRATION IF EITHER SIDE REQUESTS IT. THIS MEANS IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION.

Class Action Waiver

EXCEPT WHERE PROHIBITED BY LAW, ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER USERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR WITH A PRIVATE ATTORNEY GENERAL CAPACITY.

Only a court, and not an arbitrator, shall determine the validity and effect of the Class Action Waiver. Even if all parties have opted to litigate a claim in court, You or Avetta may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit.

Governing Laws and Rules for Arbitration

These arbitration terms are governed by the Federal Arbitration Act (“**FAA**”) unless You reside in Australia, New Zealand, Brazil, United Kingdom, or other countries in Europe, in which event the governing law is the law of the applicable jurisdiction set forth in the table above. Arbitration must proceed only with Judicial Arbitration and Mediation Services, Inc (“**JAMS**”). The rules for the arbitration will be those in this arbitration agreement and the procedures of JAMS, but the rules in this arbitration agreement will be followed if there is disagreement between the agreement and JAMS’ procedures. If JAMS’ procedures change after the claim is filed, the procedures in effect when the claim was filed will apply.

Fees and Costs

Each party shall pay for its own costs to litigate or arbitrate this Agreement including, but not limited to, the costs of its attorney’s fees, filing fees, proceedings, or travel. The parties shall share equally in the arbitrator’s fees and expenses and the cost of third-party facilities used for arbitration hearings.

Hearings and Decisions

Arbitration hearings will take place in the location set forth in the table above. A single arbitrator will be appointed. The arbitrator must: (i) follow all applicable substantive law, except when contradicted by the FAA to the extent it is applicable; (ii) follow applicable statutes of limitations; (iii) honor valid claims of privilege; and (iv) issue a written decision including the reasons for the award.

The arbitrator’s decision will be final and binding except for any review allowed by the FAA or the applicable governing law. However, if more than \$100,000 was genuinely in dispute, then either You or Avetta may choose to appeal to a new panel of three arbitrators. The appellate panel is completely free to accept or reject the entire original award or any part of it. The appeal must be filed with the arbitration organization not later than 30 days after the original award is issued. The appealing party pays all appellate costs unless the appellate panel determines otherwise as part of its award. Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction.

Other Beneficiaries of this Provision

In addition to You and Avetta, the rights and duties described in these arbitration terms apply to Avetta’s affiliates and Avetta’s and Avetta’s affiliates’ officers, directors and employees; any third party co-defendant of a claim subject to this arbitration provision; and all joint account holders and Authorized Users of Customer’s account(s).

Survival of this Provision

This section shall survive: (a) closing of Your account; (b) voluntary payment of Your Account or any part of it; (c) any legal proceedings to collect money You owe; and (d) any bankruptcy by You.

25. ENGLISH LANGUAGE

The official text of this Agreement shall be the English language, and such English text shall be controlling in all respects, notwithstanding any translation hereof required under the laws or regulations of another country.

26. MISCELLANEOUS TERMS

You and Avetta are independent contractors of each other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between You and Avetta. You may not assign or delegate Your rights or obligations under this Agreement without the prior written consent of

Avetta. Avetta may assign its rights under this Agreement including without limitation, in connection with the sale of Avetta, whether by merger, asset sale, stock sale or otherwise. Any provisions of this Agreement which are intended by their nature to survive termination or expiration shall so survive termination of this Agreement, including without limitation, the indemnification obligations, limitations on liability, confidentiality obligations, and the governing law and venue provisions. The titles or captions used in this Agreement are for convenience only and will not be used to construe or interpret any provision hereof. This Agreement is the entire agreement between You and Avetta regarding Your use of the Avetta Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter; however, if You are a Client, the agreement executed between You and Avetta shall control in the event of any conflict. Any provision of this Agreement that is held to be wholly or partially invalid, illegal or unenforceable will be deleted from this Agreement to the extent that it is invalid, illegal, or unenforceable and the remaining provisions will continue in full force and effect. This Agreement will not be more strongly construed against either party, regardless of who is more responsible for its preparation.

27. JURISDICTION SPECIFIC PROVISIONS

The jurisdiction specific provisions set forth on **Attachment 2** attached hereto and incorporated herein by reference, are specific to the local law requirements for the specific jurisdiction indicated only.

28. COMMENTS AND CONCERNS

All legal notices (e.g., claimed breach), permissions and approvals provided hereunder shall be delivered as set forth in Section 22.

All notices of copyright infringement claims should be sent to the copyright agent designated in our [Copyright Policy](#) in the manner and by the means set out therein.

For all other feedback, comments, requests for technical support, and other communications relating to the Avetta Services, please contact us [here](#).

ATTACHMENT 1

BILLING, REFUND AND RENEWAL POLICY

This Billing, Refund and Renewal Policy is applicable to Suppliers only.

FEES AND CHARGES FOR AVETTA SERVICES; RENEWAL

WHEN YOU INITIALLY SUBSCRIBE TO THE AVETTA SERVICES, AVETTA CHARGES AN ACTIVATION FEE AND A SUBSCRIPTION FEE.

UNLESS YOU HAVE TERMINATED YOUR SUBSCRIPTION, YOUR ACCOUNT WILL BE AUTOMATICALLY CHARGED IN EACH OF THE FOLLOWING CIRCUMSTANCES:

- YOUR SUBSCRIPTION WILL BE AUTOMATICALLY RENEWED AND YOUR ACCOUNT WILL BE AUTOMATICALLY CHARGED A SUBSCRIPTION FEE EVERY 12 MONTHS BASED ON THE DATE YOU ORIGINALLY SUBSCRIBED TO THE AVETTA SERVICE UNLESS YOU CONTACT AVETTA TO TERMINATE YOUR SUBSCRIPTION PRIOR TO YOUR RENEWAL DATE. PLEASE NOTE THE RENEWAL INVOICE WILL BE ISSUED 30 DAYS PRIOR TO THE RENEWAL DATE AND IT SHALL SERVE AS THE RENEWAL NOTICE TO YOU.
- YOUR ACCOUNT WILL BE AUTOMATICALLY CHARGED EVERY TIME:
 - YOU UPGRADE YOUR SUBSCRIPTION BY CONNECTING WITH A NEW CLIENT OR PRIME CONTRACTOR, ADDING A NEW CLIENT SITE, SELECTING A NEW TRADE WHICH RESULTS IN A CHANGE TO YOUR RISK CLASSIFICATION, OR ADDING A NEW PRODUCT OR SERVICE TO YOUR SUBSCRIPTION (NOTE THAT ANY SUCH SUBSCRIPTION UPGRADE ON THE BASIS OF A CHANGE TO YOUR RISK CLASSIFICATION WILL APPLY TO ALL CONSORTIUM CONNECTIONS (INCLUDING YOUR EXISTING CONNECTIONS))
 - YOUR SUBSCRIPTION IS UPGRADED AS A RESULT OF A CLIENT ADDING YOU TO THEIR APPROVED SUPPLIER LIST
 - YOUR SUBSCRIPTION IS UPGRADED AS A RESULT OF A CLIENT TO WHICH YOU ARE CONNECTED ADDING A NEW PRODUCT OR SERVICE TO ITS SUBSCRIPTION WHICH RESULTS IN A CHANGE TO YOUR RISK CLASSIFICATION (NOTE THAT ANY SUCH SUBSCRIPTION UPGRADE ON THE BASIS OF A CHANGE TO YOUR RISK CLASSIFICATION WILL APPLY TO ALL CONSORTIUM CONNECTIONS (INCLUDING YOUR EXISTING CONNECTIONS))

Avetta may adjust the pricing for the Avetta Services from time to time to reflect enhancements, new features, or other service improvements. In certain cases, fee increases may apply to all consortium connections (including Your existing connections) and will take effect at Your next billable event following the effective date of the increase. You will be notified in writing before any increase in service fees is imposed beyond the then current pricing. This Agreement (including the adjusted pricing) will remain in effect unless You deliver written notice of termination to Avetta within 30 days following such notice.

At any time You can remove Your account from a Client's approved "**Supplier List**" by contacting Avetta, in which case the Client will be notified that You requested to be removed from such Client's approved Supplier List. Notwithstanding the foregoing, You acknowledge and agree that any of Avetta's Clients that are part of the Avetta Network may add Your account to such Client's approved Supplier List. This generates a notification email to Your primary user, stating which Client added You to its approved Supplier List and when. If You do not wish to connect Your account with that Client, You may remove Your account from their approved Supplier List by notifying Avetta, in which case the Client will be notified that You requested to be removed from such Client's approved Supplier List. **If a removal request is submitted within 30 days of Your receipt of an initial connection notification, Avetta will process a refund or revoke the invoice for the removed connection.**

If You are subscribed to one of Avetta's worker products ("**Worker Platform**"), Avetta will charge You annually for the seats in the Worker Platform. Each seat allows one Worker to access the relevant Worker Platform. If seats are added to the Worker Platform during a subscription term by You or a connected Client, Avetta will charge You a prorated amount based on the remainder of such subscription term. You are able

to adjust the number of seats at each annual renewal of the subscription and the subscription fee will be adjusted accordingly. In addition to the fees for seats, certain features of the Worker Platform may require additional fees or licenses to use.

PAYMENT

Unless otherwise approved by Avetta, You shall provide to Avetta valid, up-to-date and complete credit card or bank account information ("**Payment Account**") and any other relevant valid, up-to-date and complete contact and billing details. Payments made with a credit card (or in Australia with a debit card) may be subject to a card processing fee. This fee will not be charged to other payment methods (ACH, bank wires, or debit cards (except in Australia)) or where prohibited by law. By law, we cannot profit from this fee so the fee will be less than our costs associated with accepting credit card payments. YOU HEREBY AUTHORIZE AVETTA TO CHARGE YOUR PAYMENT ACCOUNT AUTOMATICALLY, OR INITIATE ELECTRONIC DEBIT OR CREDIT ENTRIES THROUGH THE ACH SYSTEM TO YOUR PAYMENT ACCOUNT, WHICHEVER IS APPLICABLE, FOR THE FEES SET FORTH ABOVE ON THE DATE SUCH FEES ARE INCURRED, AND YOU ACKNOWLEDGE AND AGREE THAT AVETTA MAY RETAIN YOUR PAYMENT ACCOUNT INFORMATION.

Avetta may, in its sole discretion, issue invoices to You, in lieu of automatic billing, for the amounts due, and You shall pay each invoice by the due date specified on the invoice.

If Avetta is unable to charge Your Payment Account or Avetta has not received payment within 30 days after the due date in the event an invoice is issued, without prejudice to Avetta's other rights and remedies, Avetta, may, (i) without liability to You, disable Your password, account and access to all or part of the Avetta Services and Avetta shall be under no obligation to provide any or all of the Avetta Services while the balance due remains unpaid; and (ii) charge interest on any such unpaid amounts at a rate of 1.5% per month or the maximum amount permitted under applicable law, whichever is lower, from the date such payment was due until the date paid. Additionally, You shall be responsible for all costs Avetta incurred in collecting any late payments, including, without limitation, attorneys' fees.

CLIENT PROGRAM

Avetta offers a program in certain instances in which a Client opts to pay or obtains discounts on Supplier registration and subscription fees for its connected Suppliers ("**Client Program**"). Avetta commits to upholding the terms established with Clients; however, please note that the Client Program is made available solely at the election of a Client, for the term such Client selects, and for any or all Suppliers on such Client's Supplier List as determined by such Client. Additionally, please note that any subscription fee discount made available to You as a participant in a Client Program will no longer be made available if You connect with a new Client or Prime Contractor, or a new Client adds You to their approved Supplier List.

WITHHOLDING OF TAXES

The fees for the Avetta Services do not include taxes. You are responsible for paying all taxes associated with the subscription payments (such as sales tax, use tax, GST, VAT, consumption tax, or other similar taxes). If Avetta has a legal obligation to pay or collect taxes for which You are responsible under this section, Avetta will invoice You and You will pay that amount unless You provided Avetta with a valid tax exemption certificate authorized by the appropriate taxing authority. Taxes shall not be deducted or withheld from payments to Avetta, except as required by applicable law, in which event it is Your obligation to provide Avetta a copy of the appropriate tax receipt to substantiate that tax payments have been properly settled on behalf of Avetta.

Any failure on Your part to withhold or submit tax payments to the relevant tax authorities that leads to any subsequent penalty, surcharges or disallowance of a tax deduction claim shall be Your sole obligation, and You shall indemnify Avetta for any and all costs, expenses, and penalties it incurs due to such failure.

Notwithstanding the foregoing, Avetta is solely responsible for taxes assessable against Avetta based on its income, property and employees.

REFUND POLICY

Except as otherwise set forth herein, Supplier is entitled to a refund of its subscription fees only if Supplier's Payment Account is improperly double charged or charged in error. For example, Supplier will be entitled to receive a refund of one subscription fee if Supplier submits payment twice for the same membership, or if Supplier pays for membership with a Payment Account and also sends a check to Avetta for membership.

Subscription fees are refundable if Supplier cancels its Subscription and notifies Avetta in writing of such cancellation within 14 days of initially subscribing to the Avetta Services. Activation fees are non-refundable.

No refunds are provided after payment of a renewal subscription fee, and if You are subscribed to a Worker Platform, the number of seats in the Worker Platform cannot be decreased during the relevant subscription term. It is Supplier's responsibility to contact Avetta and request to deactivate membership before the Membership Subscription Renewal Date -- listed on the Edit Account page -- should Supplier choose not to renew its subscription to the Avetta Services.

Supplier is responsible for ensuring Supplier's contact email is accurate and current.

Refunds will be paid using the same method that Supplier used to pay - For example, if Supplier used a credit card to pay, then any refund (as applicable) will be issued to that same credit card.

ATTACHMENT 2

JURISDICTION SPECIFIC PROVISIONS

Australia

If You are domiciled in Australia, Section 19 “No Warranties” of this Agreement is replaced with the following:

19. WARRANTIES

NOTHING IN THIS AGREEMENT EXCLUDES, RESTRICTS OR MODIFIES ANY CONDITION, WARRANTY, RIGHT OR LIABILITY IMPLIED IN THE AGREEMENT OR PROTECTED BY LAW (INCLUDING ANY APPLICABLE GUARANTEES UNDER AUSTRALIAN CONSUMER LAW) TO THE EXTENT SUCH EXCLUSION, RESTRICTION OR MODIFICATIONS WOULD RENDER THE AGREEMENT OR ANY PROVISION OF THE AGREEMENT VOID, ILLEGAL OR UNENFORCEABLE (NON EXCLUDEABLE RIGHTS). SUBJECT TO ANY NON EXCLUDEABLE RIGHTS, ANY CONDITION, WARRANTY, GUARANTEE, REPRESENTATION, RIGHT OR LIABILITY WHICH WOULD OTHERWISE BE IMPLIED IN THE AGREEMENT OR PROTECTED BY LAW IS EXCLUDED.

You also acknowledge and agree that Your use of the Avetta Services does not guarantee Your hiring or acceptance by any Client or Supplier of Avetta. You are solely responsible for Your interactions with other members of the Avetta Network. Avetta is not responsible for and hereby disclaims any responsibility or liability regarding interactions or disputes between or among You and any Avetta Clients or Suppliers.

Western Australia, Australia

If You are domiciled in Western Australia, Avetta provides the following notice with respect to the performance of manual Audits:

Avetta is fully aware of the Work Health and Safety Act 2020 (WA) (the “**WA WHS Act**”) and is abreast of the legislative developments in Western Australia. Avetta uses competent auditors who have the appropriate training, skills, experience and knowledge in work health and safety matters. All auditors have received an appropriate briefing on the recent changes to the WA WHS Act. Avetta endeavors to comply with the WA WHS Act.

Avetta confirms that all manual Audits and any observations are made in good faith and based upon information available to the auditor at the time of the Audit. Any observations made are based on the general health and safety systems submitted by the Supplier and are not site or workplace specific. While these Audits provide information against a set of criteria, these Audits and any observations should not be relied upon as an account of all the possible weaknesses or potential improvements to the health and safety system that can be made. Additionally, these Audits are not intended to identify on-site hazards and risks or applicable control measures at a particular workplace. The Audit is based on Avetta’s processes and the information provided by the Supplier in written format. Avetta confirms that this process does not extend to on-site inspections, observations or audits. Suppliers are reminded of their own duties and obligations under the WA WHS Act and applicable regulations.

Brazil

If You are domiciled in Brazil, the Avetta entity entering into this Agreement is Avetta Do Brasil Tecnologia da Informação Ltda., and Avetta’s Billing, Refund and Renewal Policy is replaced with the following:

This Billing, Refund and Renewal Policy is applicable to Suppliers only.

FEES AND CHARGES FOR AVETTA SERVICES; RENEWAL

WHEN YOU SUBSCRIBE TO THE AVETTA SERVICES, AVETTA WILL CHARGE THE FOLLOWING FEES, PAYABLE BY A BOLETO BANCÁRIO:

- A registration fee (Activation) for initial registration of the account in the Avetta system, included in the total amount of the first annuity and in the same Boleto Bancário and Nota Fiscal.

- An annuity fee for use of the Avetta Services.

Note that Avetta's annuity fee will be based on a risk rating, calculated in two moments: (i) initially, based only on information provided by the Supplier itself in the Service Evaluation stage during the registration process, with a Boleto Bancário and Nota Fiscal being issued corresponding to this evaluation; and (ii) after the internal verification of such information, based on both general compliance guidelines and instructions from each Avetta Network Client. If, at the second moment, there is a greater difference in the calculation of the risk, such difference will be charged to the Supplier.

UNLESS YOU HAVE TERMINATED YOUR SUBSCRIPTION, YOUR ACCOUNT WILL BE AUTOMATICALLY CHARGED IN EACH OF THE FOLLOWING CIRCUMSTANCES:

- SUBSCRIPTION RENEWAL: YOUR SUBSCRIPTION WILL BE AUTOMATICALLY RENEWED EVERY 12 MONTHS BASED ON THE DATE YOU ORIGINALLY SUBSCRIBED TO THE AVETTA SERVICES UNLESS YOU CONTACT AVETTA TO TERMINATE YOUR SUBSCRIPTION PRIOR TO YOUR RENEWAL DATE. PLEASE NOTE THE RENEWAL INVOICE WILL BE ISSUED 30 DAYS PRIOR TO THE RENEWAL DATE AND IT SHALL SERVE AS THE RENEWAL NOTICE TO YOU.
 - SUCH BILLING WILL BE THROUGH THE ISSUANCE OF A BOLETO BANCÁRIO AND NOTA FISCAL WITH THE SUPPLIER'S CNPJ ON THE PLATFORM AND AVETTA DO BRASIL TECNOLOGIA DA INFORMAÇÃO LTDA. AS A BENEFICIARY.
 - ANY AND ALL REQUESTS FOR CANCELLATION OF A BOLETO BANCÁRIO AND/OR NOTA FISCAL ISSUED BY AVETTA TO THE SERVICE PRINCIPAL (SUPPLIER) MUST BE REQUESTED BY THE THIRD BUSINESS DAY OF THE MONTH SUBSEQUENT TO THE ISSUANCE.
- SERVICE ADDITIONS: A BOLETO BANCÁRIO AND NOTA FISCAL WILL BE AUTOMATICALLY ISSUED TO THE SERVICE PRINCIPAL (SUPPLIER) ADDING TO THE INITIAL ANNUAL VALUE A PRO RATA VALUE EQUIVALENT TO THE REMAINING MONTHS OF THEIR ANNUITY, EVERY TIME:
 - YOU UPGRADE YOUR SUBSCRIPTION BY CONNECTING WITH A NEW CLIENT, ADDING A NEW CLIENT SITE, SELECTING A NEW TRADE WHICH RESULTS IN A CHANGE TO YOUR RISK CLASSIFICATION, OR ADDING A NEW PRODUCT OR SERVICE TO YOUR SUBSCRIPTION (NOTE THAT ANY SUCH SUBSCRIPTION UPGRADE ON THE BASIS OF A CHANGE TO YOUR RISK CLASSIFICATION WILL APPLY TO ALL CONSORTIUM CONNECTIONS (INCLUDING YOUR EXISTING CONNECTIONS))
 - YOUR SUBSCRIPTION IS UPGRADED AS A RESULT OF A CLIENT ADDING YOU TO THEIR APPROVED SUPPLIER LIST
 - YOUR SUBSCRIPTION IS UPGRADED AS A RESULT OF A CLIENT TO WHICH YOU ARE CONNECTED ADDING A NEW PRODUCT OR SERVICE TO ITS SUBSCRIPTION WHICH RESULTS IN A CHANGE TO YOUR RISK CLASSIFICATION (NOTE THAT ANY SUCH SUBSCRIPTION UPGRADE ON THE BASIS OF A CHANGE TO YOUR RISK CLASSIFICATION WILL APPLY TO ALL CONSORTIUM CONNECTIONS (INCLUDING YOUR EXISTING CONNECTIONS))

Avetta may adjust the pricing for the Avetta Services from time to time to reflect enhancements, new features, or other service improvements. In certain cases, fee increases may apply to all consortium connections (including Your existing connections) and will take effect at Your next billable event following the effective date of the increase. You will be notified in writing before any increase in service fees is imposed beyond the then current pricing. This Agreement (including the adjusted pricing) will remain in effect unless You deliver written notice of termination to Avetta within 30 days following such notice.

At any time You can remove Your account from a Client's approved "**Supplier List**" by contacting Avetta, in which case the Client will be notified that You requested to be removed from such Client's approved Supplier List. Notwithstanding the foregoing, You acknowledge and agree that any of Avetta's Clients that are part of the Avetta Network may add Your account

to such Client's approved Supplier List. This generates a notification email to Your primary user, stating which Client added You to its approved Supplier List and when. If You do not wish to connect Your account with that Client, You may remove Your account from their approved Supplier List by notifying Avetta, in which case the Client will be notified that You requested to be removed from such Client's approved Supplier List. **If a removal request is submitted within 30 days of Your receipt of an initial connection notification, Avetta will process a refund or revoke the invoice for the removed connection.**

If You are subscribed to one of Avetta's worker products ("**Worker Platform**"), Avetta will charge You annually for the seats in the Worker Platform. Each seat allows one Worker to access the relevant Worker Platform. If seats are added to the Worker Platform during a subscription term by You or a connected Client, Avetta will charge You a prorated amount based on the remainder of such subscription term. You are able to adjust the number of seats at each annual renewal of the subscription and the subscription fee will be adjusted accordingly. In addition to the fees for seats, certain features of the Worker Platform may require additional fees or licenses to use.

Unless otherwise approved by Avetta, all amounts due to Avetta shall be paid by Boleto Bancário. If You do not pay the boleto bancário issued for billing by the boleto bancário due date, without prejudice to Avetta's other rights and remedies, Avetta may (i) without liability to You, disable Your password, account and access to all or part of the Avetta Services and Avetta shall be under no obligation to provide any or all of the Avetta Services while the balance due remains unpaid; and (ii) charge interest on any such unpaid amounts at a rate of 1.5% per month or the maximum amount permitted under applicable law, whichever is lower, from the date such payment was due until the date paid. Additionally, You shall be responsible for all costs Avetta incurred in collecting any late payments, including, without limitation, attorneys' fees.

CLIENT PROGRAM

Avetta offers a program in certain instances in which a Client opts to pay or obtains discounts on Supplier registration and subscription fees for its connected Suppliers ("**Client Program**"). Avetta commits to upholding the terms established with Clients; however, please note that the Client Program is made available solely at the election of a Client, for the term such Client selects, and for any or all Suppliers on such Client's Supplier List as determined by such Client. Additionally, please note that any subscription fee discount made available to You as a participant in a Client Program will no longer be made available if You connect with a new Client or Prime Contractor, or a new Client adds You to their approved Supplier List.

WITHHOLDING OF TAXES

The fees for the Avetta Services do not include taxes. You are responsible for paying all taxes associated with the subscription payments (such as sales tax, use tax, GST, VAT, consumption tax, or other similar taxes). If Avetta has the legal obligation to pay or collect taxes for which You are responsible under this section, Avetta will invoice You and You will pay that amount unless You provided Avetta with a valid tax exemption certificate authorized by the appropriate taxing authority. Taxes shall not be deducted or withheld from payments to Avetta, except as required by applicable law, in which event it is Your obligation to provide Avetta a copy of the appropriate tax receipt to substantiate that tax payments have been properly settled on behalf of Avetta.

Any failure on Your part to withhold or submit tax payments to the relevant tax authorities that leads to any subsequent penalty, surcharges or disallowance of a tax deduction claim shall be Your sole obligation, and You shall indemnify Avetta for any and all costs, expenses, and penalties it incurs due to such failure.

Notwithstanding the foregoing, Avetta is solely responsible for taxes assessable against Avetta based on its income, property and employees.

REFUND POLICY

Except as otherwise set forth herein, Supplier is entitled to a refund of its subscription fees only if Supplier's account is improperly double charged or charged in error.

Subscription fees are refundable if Supplier cancels its Subscription and notifies Avetta in writing of such cancellation within 14 days of initially subscribing to the Avetta Services. Activation fees are non-refundable.

No refunds are provided after payment of a renewal subscription fee, and if You are subscribed to a Worker Platform, the number of seats in the Worker Platform cannot be decreased during the relevant subscription term. It is Supplier's responsibility to contact Avetta and request to deactivate membership before the Membership Subscription Renewal Date -- listed on the Edit Account page -- should Supplier choose not to renew its subscription to the Avetta Services.

Supplier is responsible for ensuring Supplier's contact email is accurate and current.

Refunds will only be made to the same natural or legal person who made the payment.

Germany

If You are domiciled in Germany, Section 17 "Limitation of Liability" of this Agreement is replaced with the following:

17.1 **Unlimited Liability.** The parties shall be mutually liable without limitation:

- (a) in the event of willful misconduct or gross negligence,
- (b) within the scope of a guarantee taken over by the respective party,
- (c) in the event that a defect is maliciously concealed,
- (d) in case of an injury to life, body or health, and
- (e) according to the German Product Liability Law.

17.2 **Liability for Breach of Cardinal Duties.** If cardinal duties are infringed due to slight negligence and if, as a consequence, the achievement of the objective of this Agreement is endangered, or in the case of a slightly negligent failure to comply with duties, the very discharge of which is an essential prerequisite for the proper performance of this Agreement, the parties' liability shall be limited to foreseeable damage typical for the contract. In all other respects, any liability for damage caused by slight negligence shall be excluded.

17.3 **Liability Cap.** Unless the parties are liable in accordance with "Unlimited Liability" section above, in no event shall the aggregate liability of each party together with all of its affiliates arising out of or related to this Agreement exceed the total amount paid by Customer hereunder for the services giving rise to the liability in the 12 months preceding the first incident out of which the liability arose. The foregoing limitation will not limit Your payment obligations under the "Fees and Charges" section above.

17.4 **Scope.** With the exception of liability in accordance with the "Unlimited Liability" section, the above limitations of liability shall apply to all claims for damages, irrespective of the legal basis including claims for tort damages. The above limitations of liability also apply in the case of claims for a party's damages against the respective other party's employees, agents or bodies.

India

If You are domiciled in India, the Avetta entity entering into this Agreement is Avetta India Private Limited.

Japan

If You are domiciled in Japan, then You represent and warrant that Customer, and its officers, directors, and material shareholders, are not: (a) Anti-Social Forces (defined below), and have not been for at least the last five years; and (b) involved with Anti-Social Forces, including, without limitation, involvement by management, utilization, or provision of funding or favors. Avetta may immediately terminate this Agreement for cause in the event of a breach of any of these representations and warranties. For the purposes of this section "Anti-Social Forces" means, collectively, an organized crime group (boryokudan) or a member or affiliate thereof, a corporate racketeer (soukaiya), a rogue person or group advocating a social or political movement, or any other anti-social forces.

New Zealand

If You are domiciled in New Zealand, Your payment is processed through the secure Fat Zebra system. Any credit card details stored for recurring payments are done so on the Fat Zebra system. No credit card information is stored by us.

Spain

If You are domiciled in Spain, in the event of any conflict between any statutory law in Spain applicable to You and the terms and conditions of this Agreement, the applicable statutory law shall prevail.