

1. TERMS OF SERVICE & PRODUCT ADDENDUM

Last Updated: November 21, 2025

IMPORTANT NOTICE: By clicking "I Agree," creating an account, or purchasing a subscription via this portal, you agree to be bound by the **Master Services Agreement ("MSA")** below. If you are an existing customer with a signed MSA, these terms act as a **Product Addendum** to your existing agreement, specifically governing the use of the Jobs Feature, AI Outreach, recruiter expansion, and Portal usage.

PART 1: PRODUCT ADDENDUM (AI & CHECKOUT TERMS)

1. GOVERNING AGREEMENT. This Product Addendum ("Addendum") is entered into between Staffing Referrals, Inc. ("Company") and the entity purchasing services via this portal ("Customer"). This Addendum is incorporated into and governed by the Master Services Agreement (MSA) included below. In the event of a conflict between this Addendum and the MSA, the MSA shall control, except regarding the specific AI disclaimers in Section 3.

2. SERVICE DESCRIPTIONS. This Addendum governs the activation of "Jobs Feature," "AI Client Outreach," "Talent Rewards," "NPS Automation," and "White Labeling" (collectively, the "Additional Services").

3. AI COMPLIANCE & INDEMNIFICATION

- **3.1 Regulatory Compliance:** Customer acknowledges that the Additional Services include automated outreach tools. Customer is solely responsible for ensuring all recipients have provided necessary consent under the Telephone Consumer Protection Act (TCPA), CAN-SPAM Act, and relevant data privacy laws.
- **3.2 Indemnification:** Customer agrees to indemnify and hold Company harmless from any claims, fines, or liabilities arising from Customer's use of the Additional Services in violation of applicable laws or without proper recipient consent.
- **3.3 AI Output:** Customer acknowledges that AI-generated content is provided "as-is" and may require human review for accuracy.

4. TALENT REWARDS & GIFT CARDS. Usage of the Talent Rewards feature is subject to the **Gift Card Fulfillment Services Addendum** (See Part 3 below). Customer is responsible for funding all gift cards and ensuring compliance with tax regulations.

5. NO CANCELLATION VIA PORTAL. Activation of these Additional Services constitutes a binding commitment for the duration of the Customer's current MSA Term. These Services cannot be cancelled via the self-service portal.

PART 2: MASTER SERVICES AGREEMENT

1. DEFINITIONS

1.1 "Affiliate" means, with respect to a party, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity.

1.2 "Content" means any content and information provided on, by or through the System.

1.3 "Customer Data" means the Customer data supplied by Customer to Staffing Referrals.

1.4 "SaaS Services" means Implementation Services, System Access, Support Services, and the other services made available on, by or through the System.

1.5 "System" means the Software, Staffing Referrals' database, and all hardware and systems accessed or utilized by Staffing Referrals.

2. SERVICES
2.1 Provision of SaaS Services. Subject to the terms and conditions of this Agreement, Staffing Referrals shall provide the SaaS Services to Customer and its Users.

2.2 Cooperation. Customer shall use reasonable commercial efforts to supply to Staffing Referrals the Customer Content necessary for Staffing Referrals to provide the Services.

2.3 Gift Card Fulfillment Services. If Customer signs up for Staffing Referrals' gift card fulfillment services, the parties agree to comply with the additional terms and conditions set forth in the Gift Card Addendum (Part 3), which are incorporated herein.

3. GRANT OF RIGHTS

3.1 Access Rights. Staffing Referrals hereby grants to Customer, during the Term, a non-exclusive, non-sublicensable right to access and use the System for its internal business purposes.

3.2 Restrictions on Use. Customer will not (a) reproduce, reverse engineer, or decompile the System; (b) use the System in the operation of a service bureau; or (c) permit unauthorized parties to access the System.

4. FEES AND PAYMENT TERMS

4.1 Price. The agreed upon fees for SaaS Services will be set forth in the applicable Order or Checkout Portal selection ("Fees").

4.2 Payment. Customer will pay all Fees and expenses within 30 days after Customer's receipt of the applicable invoice. If Customer fails to pay any undisputed invoice that is past due by 30 days or more, Staffing Referrals may suspend Services.

4.3 Taxes. Customer shall be responsible for payment of all taxes, fees, and duties (excluding taxes arising from Staffing Referrals' income).

5. TERM AND TERMINATION

5.1 Term. This Agreement commences on the Effective Date and continues until all Orders have expired or have been terminated.

5.2 Renewal. Each Order shall automatically renew for additional periods unless a party gives the other party written notice of its intent to not renew at least 30 days prior to the end of the current Term.

5.3 Termination for Cause. Either party may terminate this Agreement if the other party breaches any material provision and does not cure such breach within 30 days of written notice.

6. PROPRIETARY RIGHTS

6.1 Customer Content. Customer owns all right, title and interest in Customer Content.

6.2 Staffing Referrals IP. Staffing Referrals retains ownership of all right, title and interest to the System, Software, and all associated intellectual property.

7. WARRANTY; DISCLAIMERS

7.1 System Access. Staffing Referrals warrants that the System will perform in accordance with the Documentation. Staffing Referrals does not warrant that the System will be completely error-free or uninterrupted.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED, THE SERVICES ARE PROVIDED WITHOUT OTHER WARRANTIES OF ANY KIND. STAFFING REFERRALS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. INDEMNIFICATION

8.1 Claims Against Customer. Staffing Referrals will defend and indemnify Customer against third-party claims alleging that the Software infringes intellectual property rights, provided Customer gives Staffing Referrals sole control of the defense.

8.2 Claims Against Staffing Referrals. Customer will defend and indemnify Staffing Referrals against third-party claims based upon Customer's use of Customer Content or breach of Third-Party Offering terms.

9. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES. EACH PARTY'S TOTAL CUMULATIVE LIABILITY WILL NOT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO STAFFING REFERRALS DURING THE TERM IN WHICH THE LIABILITY OCCURRED.

10. CONFIDENTIALITY

Each party agrees to protect the other party's Confidential Information with the same degree of care it uses to protect its own, and not to disclose it to third parties except as required by law.

11. GENERAL

11.1 Governing Law. This Agreement is governed by the laws of the State of Colorado.

11.2 Assignment. Neither party may assign this Agreement without consent, except to an Affiliate or successor in the event of a merger or acquisition.

PART 3: GIFT CARD FULFILLMENT SERVICES ADDENDUM

1. APPLICABILITY

This Addendum applies to any Customer utilizing "Talent Rewards" or Gift Card Fulfillment Services.

2. DEFINITIONS

- **"Gift Card"** means a device issued by a third party redeemable for goods/services.
- **"Payout"** means a set value made available to a specific Recipient.

3. FUNDING & FEES

3.1 Balance. Customer must pre-fund a "Balance" from which Payouts will be debited. **3.2 Taxes.** Customer is solely responsible for assessing, collecting, and reporting applicable taxes (including 1099 forms) for Recipients.

4. OFAC COMPLIANCE

Customer represents that neither it nor its Recipients are on the OFAC Specially Designated Nationals (SDN) list. Staffing Referrals may screen Recipients against the SDN list.

5. PROHIBITED ENTITIES

Customer warrants it is not a Prohibited Entity (e.g., Money Service Business, Shell Bank, Internet Gambling Entity) as defined in Staffing Referrals' compliance policies.

6. INDEMNIFICATION

Customer agrees to defend and indemnify Staffing Referrals against any claims or penalties associated with Customer's use of the Gift Card Fulfillment Services.

2. STAFFING REFERRALS MASTER SERVICE LEVEL AGREEMENT

This Master Services Agreement ("**Agreement**") is entered into between Staffing Referrals, Inc., a Delaware corporation ("**Staffing Referrals**") and the Customer. Customer desires to use Staffing Referrals' referral software, (which helps track, manage and grow your referral network), pursuant to the terms and conditions of this Agreement. The parties agree as follows:

1. Definitions.

1.1 "Affiliate" means, with respect to a party, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity, where "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity through the ownership of fifty percent (50%) or more of the outstanding voting securities (but only for as long as such entity meets these requirements).

1.2 "Content" means any content and information provided on, by or through the System or as part of or in connection with the SaaS Services, which may include but is not limited to Customer Data, text, software, images, audio and video clips, links and references.

1.3 "Customer Content" means Content that is owned by Customer or any of its third party licensors, and includes any reports produced by the System with respect thereto.

1.4 "Customer Data" means the Customer data supplied by Customer to Staffing Referrals that Customer enters into the System or that Staffing Referrals enters into the System on Customer's behalf.

1.5 “Documentation” means any user materials, instructions, specifications and other documentation made available by Staffing Referrals to Customer for the SaaS Service.

1.6 “Implementation Services” means the loading of Content and provision of other implementation, set up and training services for the System as listed and described in Exhibit A attached to this Agreement and incorporated herein.

1.7 “Order” means any written order document agreed to and executed by Staffing Referrals and Customer setting forth the specific terms and conditions relating to the SaaS Services requested by Customer and agreed to by Staffing Referrals. Each agreed upon Order will (a) reference this Agreement, (b) be incorporated by reference into this Agreement, and (c) be subject to the terms and conditions of this Agreement.

1.8 “SaaS Services” means Implementation Services, System Access, Support Services, and the other services made available on, by or through the System by Staffing Referrals as described in this Agreement.

1.9 “Services” means collectively, the SaaS Services provided by the software and Support Services.

1.10 “Software” means Staffing Referrals’ proprietary software made available through remote access by Staffing Referrals to Customer and Users as part of the System, including any modified, updated, or enhanced versions of such software that may become part of the Software.

1.11 “Staffing Referrals Content” means Content that is owned by Staffing Referrals or any of its licensors (excluding Customer Content).

1.12 “Support Services” means the technical support and Software maintenance described in Exhibit A.

1.13 “System” means the Software, Staffing Referrals’ database, and all hardware and systems accessed or utilized by Staffing Referrals, in connection with providing access to Software to Customer under this Agreement. System does not include Customer’s any connectivity equipment, internet and network connections, hardware, software and other equipment as may be necessary for Customer its Users to connect to and obtain System Access or to access or utilize the SaaS Services.

1.14 “System Access” means access to the System pursuant to this Agreement as listed and described in Exhibit A.

1.15 “Usage Data” means any non-personally identifiable usage data and information collected by or the System regarding the System or resulting from the use or access to the System that provides Staffing Referrals with know-how about how Users use the SaaS Services and the System in order to make corrections and to enhance and improve the System.

1.16 “Users” means Customer’s employees, independent contractors and other individuals who are authorized by Customer to use the Staffing Referrals Service on behalf of Customer and have been supplied user identifications and passwords for this purpose.

1.17 “User Data” means any user data collected by the System under this Agreement.

2. Services.

2.1 Provision of SaaS Services. Subject to the terms and conditions of this Agreement, Staffing Referrals shall provide the SaaS Services to Customer and its Users.

2.2 Cooperation. Customer shall use reasonable commercial efforts to supply to Staffing Referrals the Customer Content along with access and personnel resources reasonably requested by Staffing Referrals

that are necessary for Staffing Referrals to provide the Services as set forth in this Agreement. The parties shall reasonably cooperate with each other to facilitate Staffing Referrals' provision of the Services for Customer. Customer will either provide to Staffing Referrals and/or instruct Staffing Referrals to use the Customer Content identified in the applicable Order.

2.3 Gift Card Fulfillment Services. If Customer signs up for Staffing Referrals' gift card fulfillment services, the parties agree to comply with the additional terms and conditions set forth in Addendum 1, which are incorporated herein by this reference.

2.4 Resources. Customer shall be solely responsible for, at its own expense, acquiring, installing and maintaining all connectivity equipment, internet and network connections, hardware, software and other equipment as may be necessary for its Users to connect to and obtain System Access.

2.5 Third Party Offerings. Staffing Referrals may make access to or use of third-party software services, applications, or functionality that link to, interoperate with, or are incorporated into the System available to Customer (collectively, "**Third-Party Offerings**"). Customer acknowledges that Staffing Referrals does not own or control such Third-Party Offerings, they are made available as a convenience only, and are not part of the System or subject to any of the warranties, service commitments, or other obligations with respect to System under this Agreement and that such Third-Party Offerings are subject to their own terms and conditions. Any acquisition by Customer of Third-Party Offerings, and any exchange of data between Customer and/or its Users and any Third Party Offering is solely between Customer and/or its Users and the applicable Third-Party Offering provider. Access to and use of any Third-Party Offering is at Customer's own risk and is solely determined by the relevant third-party provider and is subject to such additional terms and conditions applicable to such Third-Party Offering. Staffing Referrals may disable or restrict access to any Third-Party Offerings on the System at any time without notice. Staffing Referrals is not liable for Third-Party Offerings or any Customer Data provided to a third party via a Third-Party Offering.

3. Grant of Rights.

3.1 Access Rights. Customer's Use of the System. Subject to the terms and conditions of this Agreement, Staffing Referrals hereby grants to Customer, during the Term, a non-exclusive, non-sublicensable right to access and use the System for its internal business purposes in accordance with the Documentation and the terms and conditions of this Agreement. Staffing Referrals and its licensors reserve all rights in and to the System not expressly granted to Customer under this Agreement.

3.2 Customer Contractors. Customer may permit individuals, who are not employees of Customer or a third party but who are directly and individually under direct contract with Customer to become Users and to use the System solely for the benefit of Customer in accordance with the terms and conditions set forth in this Agreement.

3.3 Restrictions on Use. Customer shall not, and shall not permit any third party to, use the System, Software or Documentation except as expressly permitted under this Agreement. Customer will not (a) reproduce, display, download, modify, create derivative works of or distribute the System, or attempt to reverse engineer, decompile, disassemble or access the source code for the System or any component thereof; (b) use the System, or any component thereof, in the operation of a service bureau to support or

process any Content of any party other than Customer; or (c) permit any party, other than the then-currently authorized Users to independently access the System.

3.4 Users. Under the rights granted to Customer under this Agreement, Customer may permit independent contractors and employees of its Affiliates to become Users in order to access and use the System in accordance with this Agreement; provided that Customer shall be liable for the acts and omissions of all Customer Affiliates and Users to the extent any of such acts or omissions, if performed by Customer, would constitute a breach of, or otherwise give rise to liability to Customer under, this Agreement. Customer shall not, and shall not permit any User to, use the System, Software or Documentation except as expressly permitted under this Agreement. Customer shall be fully responsible for Users' compliance with this Agreement.

4. Fees and Payment Terms.

4.1 Price. The agreed upon fees for SaaS Services will be set forth in the applicable Order ("**Fees**"). Customer shall pay Staffing Referrals all such agreed upon Fees in accordance with the terms of this Agreement. Customer shall be responsible for payment of all taxes, fees, duties, and other governmental charges arising from the payment of any fees or any amounts owed to Staffing Referrals under this Agreement (excluding any taxes arising from Staffing Referrals' income or any employment taxes). Prices for any Services requested by Customer that are not set forth in Exhibit A or an Order shall be charged as mutually agreed to by the parties in writing.

4.2 Payment. Customer will pay all Fees and expenses within 30 days after Customer's receipt of the applicable invoice for such Services. If Customer disagrees with any Fees set forth in an invoice, it shall notify Staffing Referrals of the dispute within 30 days after receipt of such invoice. The parties shall use commercially reasonable efforts to resolve such dispute. Should Customer fail to pay any undisputed invoice that is past due by 30 days or more, Staffing Referrals may issue a past due notice to Customer indicating Staffing Referrals' intent to revoke or suspend Services, and if Customer has not paid such undisputed invoice within 10 days after receipt from Staffing Referrals of such past due notice, Staffing Referrals may revoke or suspend Services. All payments received by Staffing Referrals are non-refundable except as otherwise expressly provided in this Agreement. All payments will be made in United States dollars.

5. Term and Termination.

5.1 Term. This Agreement commences on the Effective Date and continues until all Orders have expired or have been terminated ("Term").

5.2 Order Term. The initial term of an Order shall begin on the Effective Date and continue for agreed upon term ("Initial Term"). Thereafter, each Order shall automatically renew for additional periods (each, a "Renewal Term"), unless a party gives the other party written notice of its intent to not renew at least 30 days prior to the end of the Initial Term or the then-current Renewal Term. The Initial Term and each Renewal Term are collectively referred to as the "Order Term." Unless the parties otherwise agree in writing, the termination or

expiration of this Agreement shall not terminate or affect Customer's obligation to make payments of agreed upon Fees to Staffing Referrals for Services provided to Customer prior to termination.

5.3 Termination for Cause. Either party may terminate this Agreement if the other party breaches any material provision of this Agreement and does not cure such breach (provided that such breach is capable of cure) within 30 days after being provided with written notice thereof.

5.4 Effects of Termination. Upon termination of this Agreement for any reason: (a) any undisputed amounts owed to Staffing Referrals under this Agreement before such termination or expiration will be immediately due and payable, (b) all rights granted in this Agreement will immediately cease, (c) Customer must promptly discontinue all access and use of the System and return or destroy, all copies of the Documentation in Customer's possession or control and (d) Staffing Referrals will return Customer Content to Customer within 30 days. Due to automated archival and backup processes in Heroku and Amazon Web Services, Staffing Referrals may retain access to archived Customer Content.

6. PROPRIETARY RIGHTS.

6.1 Customer. As between the parties, Customer owns all right, title and interest in Customer Content, including all intellectual property rights therein. Any rights not expressly granted to Staffing Referrals hereunder are reserved by Customer, its licensors and suppliers.

6.2 Customer Content License Grant. Subject to the terms and conditions of this Agreement, Customer hereby grants to Staffing Referrals, during the Term, a limited, non-exclusive, non-transferable (except as permitted by Section 11.2), non-sublicensable license to use the Customer Content solely for the limited purpose of performing the Services for Customer under this Agreement. All Customer Content is considered Confidential Information and shall be treated in accordance with Section 10 hereunder.

6.3 Staffing Referrals. All proprietary technology utilized by Staffing Referrals to perform its obligations under this Agreement, and all intellectual property rights in and to the foregoing, as between Customer and Staffing Referrals, are the exclusive property of Staffing Referrals, its licensors and suppliers. Staffing Referrals or its third party licensors retain ownership of all right, title and interest to all copyrights, patents, trademarks, trade secrets and other intellectual property rights in and to the System, including without limitation the Software, Staffing Referrals' database (and all data therein except for Staffing Referrals Data and User Data), all associated forms, reports and documentation, customizations and enhancements, and all processes, know-how, methodology and the like utilized by or created by Staffing Referrals in performing under this Agreement. Any rights not expressly granted to Customer hereunder are reserved by Staffing Referrals, its licensors and suppliers.

6.4 User Data. Customer retains ownership of all right, title and interest in and to the User Data. Customer grants Staffing Referrals a license to use the User Data only as necessary to perform its obligations in accordance with the terms of this Agreement. Staffing Referrals may modify the User Data to be in an aggregated format not identifiable as Customer's and may use such reformatted User Data for the purposes of benchmarking, data analysis and marketing.

7. Warranty; Disclaimers.

7.1 System Access. During the Term, Staffing Referrals warrants that the System will perform in accordance with the Documentation and this Agreement. Staffing Referrals does not warrant that the System will be completely error-free or uninterrupted. Staffing Referrals will, at its own expense and as its sole obligation and Customer's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct or provide a workaround for any reproducible error in the System reported to Staffing Referrals by Customer in writing with 30 days after Customer experiences the error ("Error"). If, however, Staffing Referrals is unable to provide a correction or workaround for any such Error within 60 days after receiving notice of an Error from Customer, Customer may terminate this Agreement upon notice to Staffing Referrals and, as its sole obligation, Staffing Referrals shall refund the amounts paid by Customer for System Access for the period during which the System was not usable by Customer. The warranties set forth in this Section 7.1 do not cover or apply to (i) any Error caused by Customer or its Users, (ii) any Error or unavailability of the System caused by use of the System in any manner or in any environment inconsistent with its intended purpose, (iii) any of Customer's hardware or software if modified or repaired in any manner which materially adversely affects the operation or reliability of the System, (iv) any equipment or software or other material utilized in connection with the System used by Customer contrary to manufacturer's instructions; or (v) any Third-Party Offering.

7.2 Right to Customer Content. Customer represents and warrants that it has the right to use the Customer Content as contemplated by this Agreement, and/or direct Staffing Referrals to use the Customer Content as part of the Services provided to Customer under this Agreement.

7.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, THE SERVICES AND SYSTEM ARE PROVIDED WITHOUT OTHER WARRANTIES OF ANY KIND AND STAFFING REFERRALS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AS TO QUALITY, PERFORMANCE, TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE AND USAGE OF TRADE.

8. Indemnification.

8.1 Claims Against Customer. Staffing Referrals will defend, at its own expense, any claim, suit or action against Customer brought by a third party to the extent based on an allegation that the Software infringes any intellectual property rights of such third party (each, a "**Customer Claim**"), and Staffing Referrals shall indemnify and hold Customer harmless, from and against damages, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses) (collectively, a "Loss" or "**Losses**") that are specifically attributable to such Customer Claim or those costs and damages agreed to in a monetary settlement of such Customer Claim. The foregoing obligations are conditioned on Customer: (a) promptly notifying Staffing Referrals in writing of such Customer Claim; (b) giving Staffing Referrals sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Staffing Referrals' request and expense, assisting in such defense. In the event that the use of the System is enjoined, Staffing Referrals shall, at its

option and at its own expense either (a) procure for Customer the right to continue using the System, (b) replace the Software with a non-infringing but functionally equivalent product, (c) modify the Software so it becomes non-infringing or (d) terminate this Agreement and refund the amounts paid by Customer for System Access that relate to the period during which the System was not usable by Customer. Notwithstanding the foregoing, Staffing Referrals will have no obligation under this Section 8.1 or otherwise with respect to any infringement claim based upon: (1) any use of the System not in accordance with this Agreement; (2) any use of the System in combination with products, equipment, software, or data not supplied or approved by Staffing Referrals if such infringement would have been avoided without the combination with such other products, equipment, software or data; (3) any modification of the System by any person other than Staffing Referrals or its authorized agents or subcontractors; or (4) any Third-Party Offering. This Section 8.1 states Staffing Referrals' entire liability and Customer's sole and exclusive remedy for infringement claims or actions.

8.2 Claims Against Staffing Referrals. Customer will defend, at its own expense, any claim, suit or action against Staffing Referrals brought by a third party to the extent that such claim, suit or action is based upon: (i) Customer's or Staffing Referrals' use of any Customer Content in accordance with this Agreement, or (ii) Customer's breach of any Third-Party Offering terms or agreements (each, a "**Staffing Referrals Claim**") and Customer shall indemnify and hold Staffing Referrals harmless, from and against Losses that are specifically attributable to such Staffing Referrals Claim or those costs and damages agreed to in a monetary settlement of such Staffing Referrals Claim.. The foregoing obligations are conditioned on Staffing Referrals: (a) promptly notifying Customer in writing of such Staffing Referrals Claim; (b) giving Customer sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Customer's request and expense, assisting in such defense. Notwithstanding the foregoing, Customer will have no obligation under this Section 8.2 or otherwise with respect to any Staffing Referrals Claim to the extent based upon any use of the Customer Content by Staffing Referrals in violation of this Agreement.

9. Limitations of Liability.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SYSTEM, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO STAFFING REFERRALS UNDER THIS AGREEMENT DURING THE INITIAL TERM OR RENEWAL TERM, AS THE CASE MAY BE, DURING WHICH THE EVENTS GIVING RISE TO SUCH LIABILITY OCCURRED. THE LIMITATION OF LIABILITIES SET FORTH IN THIS SECTION 9 SHALL NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 8 OR TO LIABILITY ARISING FROM A PARTY'S BREACH OF SECTION 10.

10. Confidentiality.

10.1 Definitions. “Confidential Information” means all information disclosed by one party (“Discloser”) to the other party (“Recipient”) under this Agreement during the Term, including Personal Information (as defined below) provided by Customer to Staffing Referrals in accordance with this Agreement. Confidential Information includes information that is marked or identified as confidential and, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party, whether or not such information is designated as confidential. The Software, System and Documentation shall be considered Staffing Referrals’ Confidential Information. All Customer Content shall be considered Customer’s Confidential Information. Confidential Information includes the terms of this Agreement.

10.2 Protection. Recipient will use reasonable efforts to cause its employees to minimize distribution and duplication to prevent unauthorized disclosure of the Confidential Information of the Discloser. Recipient will not use any Confidential Information of the Discloser for any purpose not expressly permitted by this Agreement, and will disclose Confidential Information only to the employees or individual independent contractors of Recipient who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Recipient’s duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

10.3 Exceptions. Recipient’s obligations under Section 10.2 above with respect to any Confidential Information of Discloser will terminate if and when Recipient can document that such information: (a) was already known to Recipient prior to the time of disclosure by Discloser; (b) is disclosed to Recipient by a third party who had the right to make such disclosure without violating any confidentiality agreement with or other obligation to the party who disclosed the information; or (c) is, or through no fault of Recipient has become, generally available to the public; or (d) is independently developed by Recipient without access to or use of the Confidential Information. In addition, Recipient may disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure in writing prior to making such disclosure and cooperates with Discloser, at Discloser’s reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. Each party may retain a copy of all Confidential Information for archival purposes. Recipient may disclose Confidential Information of Discloser if required to as part of a judicial process, government investigation, legal proceeding, or other similar process, provided that, to the extent permitted by applicable law, Recipient gives prior written notice of such requirement to Discloser. Reasonable efforts will be made to provide this notice in sufficient time to allow Discloser to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and Recipient will reasonably cooperate in such efforts at the expense of Discloser.

11. General.

11.1 Independent Contractor. Staffing Referrals acknowledges that it is an independent contractor, and neither Customer nor Staffing Referrals is or will be construed to be an agent, partner, joint venture or

employee of the other. Neither party has any authority to bind or otherwise obligate the other party in any manner, and neither party may represent to anyone that it has a right to do so.

11.2 Assignment. Neither party may assign or transfer, by operation of law or otherwise, this Agreement or any of its rights under this Agreement to any third party without the other party's prior written consent, such consent shall not be unreasonably withheld or delayed; except that a party may assign this Agreement without consent from the other party by operation of law or otherwise to (a) an Affiliate (b) any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment or transfer in violation of the foregoing will be null and void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and shall not confer any rights or remedies upon any person or entity not a party hereto.

11.3 Force Majeure. Except for any payment obligations, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder as a result of any cause which is beyond the reasonable control of such party.

11.4 Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, facsimile, or certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address for each party first set forth on the signature page, and will be effective upon receipt. Additionally, electronic mail and facsimile may not be used for providing legal notices, but may be used to distribute routine communications and to obtain approvals and consents.

11.5 Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. Each party shall submit to the exclusive jurisdiction of any State or Federal court located in Denver or Boulder, of Colorado and each party waives any jurisdictional, venue or inconvenient forum objections to such courts.

11.6 Remedies. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Each party acknowledges and agrees that any actual or threatened breach of Sections 2.1 or 10 will constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach, and that if granted, the breaching party agrees to waive any bond that would otherwise be required. If any legal action is brought by a party to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive from the non-prevailing party.

11.7 Compliance with Laws. Each party shall comply with those laws and regulations in jurisdictions within the United States that are specifically applicable to the applicable party notwithstanding this Agreement.

11.8 Waivers. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Any waiver must be in writing and signed by the party entitled to the benefit of the right being waived. Unless otherwise stated in the waiver, any waiver applies only to the specific circumstance for which the waiver is given and not to any subsequent circumstance involving the same or any other right.

11.9 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision

to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

11.10 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

11.11 Entire Agreement. This Agreement, including any Order and any exhibits or attachments thereto, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement sets forth the general terms and conditions applicable to all Services provided by Staffing Referrals to Customer under the specific terms and conditions set forth in this Agreement. No terms and conditions proposed by either party shall be binding on the other party unless accepted in writing by both parties, and each party hereby objects to and rejects all terms and conditions not so accepted. To the extent of any conflict between the provisions of this Agreement and the provisions of any Order, the provisions of the Agreement shall govern. This Agreement will not be modified except by a subsequently dated written amendment signed on behalf of Staffing Referrals and Customer by their duly authorized representatives.

12 Annual Price Adjustments. Staffing Referrals reserves the right to modify prices for any renewal terms. Such modified prices will be made available to Customer 45 days prior to the date of renewal.

13 Discount. The Discount refers to a one-time reduction in the regular subscription price of the SaaS Product offered by Staffing Referrals to the Customer. The Discount shall be valid for a period of one year from the date of activation of the Discount.

Exhibit A

SAAS SERVICES

This Exhibit A ("Exhibit") incorporated into and made a part of the Master Services Agreement ("Agreement"). This Exhibit describes the Services to be performed and provided by Staffing Referrals pursuant to the Agreement. All capitalized terms used and not expressly defined in this Exhibit will have the meanings given to them in the Agreement.

1. System. This Exhibit is for the initial set-up and on-going use of the Software as described in the Documentation and Staffing Referrals demonstrations. System Access and related Services are provided to Customer as a "software-as-a-service" (i.e. the System and its databases are resident on Staffing Referrals-controlled servers, and Customer Users are granted access and the right to use the System and its database for the Term.

2. System Access.

2.1 For the Term, Staffing Referrals will provide Users with access to the System. The System will be configured at a unique internet address.

2.2 Customer may grant access to the System to as many of its Users as it desires. Only Users and Staffing Referrals staff may be granted access to the System, unless otherwise requested by Customer and approved in advance by Staffing Referrals in writing.

3. Services.

In addition to providing System Access, Staffing Referrals will provide Customer with the following Services:

3.1 Loading Customer Content. Uploading Customer logo and contact lists (when applicable).

3.2 Content Updates. Implementing landing pages and our pop-over on your website (when applicable).

3.3 Hosting and System Administration.

(a) Staffing Referrals will provide all site hosting and administrative services. The site will be available to Users 24 hours a day, 7 days a week, and Staffing Referrals will maintain disaster recovery procedures such that corrective action will be quickly taken should the site become unavailable for any reason.

(b) All data files and applications will be backed-up on a daily basis to prevent the loss of critical data, with back-ups stored in a separate and secure location. At any time during the Term, Customer may request and receive a back-up copy of Customer Content and Staffing Referrals will provide these files within 5 business days.

3.4 System Security.

(a) At the time that Customer is initially provided with System Access, Staffing Referrals will configure the System with the following security features:

(i) The System will be accessible only to Users originating in Customer's company networks and Users authorized by Customer.

(ii) Each User will be required to enter a unique e-mail address and password.

(b) The above features are configurable within the System and Customer's own system administrator will be responsible for maintaining the security configuration after the initial provision of System Access.

(c) Staffing Referrals will maintain firewalls and network/intrusion detection software to monitor and prevent unauthorized access to the applications and information.

3.5 Training. During the initial implementation of the System, Staffing Referrals will conduct up to 10 hours of web-based training for Customer. Additional one-on-one sessions are available at a rate of \$150/hour. On-site training is available at a rate of \$1,000/day plus travel and expenses. On-site training is not offered in all packages and is subject to Staffing Referrals availability.

4. Support Services.

4.1 Support.

(a) Technical and operational support services (Priority 1, Priority 2, and Priority 3 issues) are available on all business days (i.e. from 9:00 AM – 5:00 PM Monday through Friday excluding any Staffing Referrals holidays).

(b) Customer will promptly notify Staffing Referrals of Errors or other support request issues by calling our general office number (800) 496-1727, by e-mailing an assigned Staffing Referrals support representative or by utilizing the technical support link within the System. Priority 2 or Priority 3 Calls or e-mails may be made or delivered during off-hours, and Staffing Referrals will make reasonable efforts to respond during those time periods. Staffing Referrals will acknowledge receipt of such notification (by e-mail or phone) within 2 normal business hours.

(c) For each Error reported by Customer, Staffing Referrals agrees to maintain a record of all support requests. Staffing Referrals will designate the Priority Level of each Error reported to it by Customer. If there is dispute over the classification, Customer will promptly notify Staffing Referrals and the parties will make their best efforts to resolve any such disagreement. Such disagreement and discussion shall not delay Staffing Referrals' actions to resolve the problems reported.

(d) Staffing Referrals will respond to Errors reported to it by Customer within the Initial Response Period in the table below for the applicable Priority Level and correct such Error within the Resolution Response Time for the applicable Priority Error Level and Service Level.

(e) Ongoing training and support includes 10 hours of personalized training sessions and ongoing support. Additional one-on-one sessions are available at a rate of \$150/hour. On-site training is available at a rate of \$1,000/day plus travel and expenses. On-site training is not offered in all packages and is subject to Staffing Referrals availability.

Priority Error	Priority Level	Response Period	Resolution Response Time
Critical (site not functioning)	1	24 hours	within 2 business days
Bug (individual user level issue)	2	1 business day	within 5 business days
General error (site functionality not impacting product effectiveness)	3	1 business day	within 7 business days

5. Logo.

By executing this agreement, Customer agrees to allow Staffing Referrals to feature Customer's logo on marketing materials during the duration of the agreement.

ADDENDUM 1

GIFT CARD FULFILLMENT SERVICES ADDENDUM

This Gift Card Fulfillment Services Addendum (the “**GCF Addendum**”) is entered into between the parties pursuant to that certain Master Services Agreement between the parties the “**Agreement**” to address Staffing Referrals’ delivery of the Gift Card Fulfillment Services (defined below) to Customer.

1. Incorporation. The parties agree that this GCF Addendum is incorporated into, becomes a part of, and is subject to the terms of the Agreement to the extent the Gift Card Fulfillment Services are made available by Staffing Referrals to Customer. This GCF Addendum is intended to govern the Gift Card Fulfillment Services offered to the Customer as set forth herein and additional rights and obligations of the Parties with respect to those Gift Card Fulfillment Services. Unless otherwise indicated in this GCF Addendum, all terms of the Agreement shall apply to any agreements requiring the Gift Card Fulfillment Services as defined herein. If any capitalized term in this GCF Addendum is defined in the Agreement, then the definition provided in the Agreement shall apply to that term throughout this GCF Addendum. Any conflict of terms as between this GCF Addendum and the Agreement shall be governed by the terms contained in this GCF Addendum unless the Order specifically states that it is intended to override this GCF Addendum.

2. Definitions.

- a. “**Account**” means Customer’s individual account to the SaaS Services on Staffing Referrals’ proprietary dashboard.
- b. “**Face Value**” means the value of the Payout at the time it is distributed to the Recipient.
- c. “**Gift Card**” means a device issued by and redeemable for goods and services at a single retailer and its affiliates, or a defined group of retailers and their affiliates. Each Gift Card is offered and managed by a third party and is subject to additional terms and conditions posted or presented by such third party.
- d. “**Gift Card Fulfillment Services**” means the facilitating and sending of monetary payouts, incentives, or rewards by Staffing Referrals directly to Recipients.
- e. “**Payout**” means a set value made available to a specific Recipient for redemption.
- f. “**Personal Data**” means any information relating to an identifiable natural person that is processed in connection with the Services, and includes “personal data” as defined under EU Regulation (EU) 2016/679 (General Data Protection Regulation) and “personal information” as defined under the California Consumer Privacy Act of 2018, as amended.
- g. “**Prepaid Card**” means an open-loop device branded with the logo of a payments network (e.g., Visa or Mastercard), usable at multiple unaffiliated retailers. Each Prepaid Card is offered and managed by a third party, such as a bank, and is subject to additional terms and conditions posted or presented by such third party.
- h. “**Provider**” means the third party that fulfills each Prepaid Card or Gift Card. Staffing Referrals may or may not have direct relationships with each Provider.
- i. “**Recipient**” means the person to whom a Gift Card or Prepaid Card is sent, as designated by Customer.

3. Gift Card Fulfillment Services. Staffing Referrals will provide the Gift Card Fulfillment Services in accordance with this GCF Addendum and the Agreement.

4. OFAC Compliance. Staffing Referrals or a third party may check information provided by Customer against the OFAC Specially Designated Nationals and Blocked Persons List (“SDN List”), and further, may periodically check the information Customer provides to Staffing Referrals, including Recipient’s information, against the SDN List to comply with federal law. Staffing Referrals is not responsible for any losses, whether direct or indirect, that Customer may incur as a result of its compliance with applicable law, the guidance or direction of any governmental authority, or any writ of attachment, lien, levy, subpoena, warrant or other legal order. Customer authorize Staffing Referrals and its third party licensors to make inquiries, whether directly or through third parties, that it considers necessary to verify Customer’s and Recipient’s identity or protect Customer and/or Staffing Referrals against fraud or other financial crime, and to take action Staffing Referrals reasonably deems necessary based on the results of such inquiries. As part of this verification, Customer acknowledges and agrees that information Customer has provided to Staffing Referrals may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to Staffing Referrals’ inquiries in full. Customer agrees that all information it provides to Staffing Referrals will be accurate and complete and that it will provide continued updates to ensure that information remains accurate and complete.

5. Fees.

a. **Generally.** Customer will pay to Staffing Referrals the Face Value of all Payouts plus the additional fees set forth for the Gift Card Fulfillment Services in the applicable Order.

b. **Prefunding a Balance.** Prior to sending any Payouts, Customer may deposit with Staffing Referrals a retainer from time to time (such funds, the “Balance”) from which Staffing Referrals may debit amounts to pay for the Payouts and all fees. The Balance will be held in a pooled account with balances from other customers. Staffing Referrals maintains the books and records associated with each customer’s Balance. The Balance will be displayed on the Customer’s Account and each Payout sent by Customer will be reflected as a debit to the Balance. Staffing Referrals will notify Customer when a Balance needs to be replenished in order to fulfill future Payouts.

c. **Refunding a Balance.** Customer may request a refund of the Balance at any time by providing a written request to Staffing Referrals. Staffing Referrals shall refund the remaining Balance within 30 days of the request, once it has accounted for all Payouts and fees associated with Customer’s Account.

d. **Taxes.** Except as set forth in Section 5 below, Staffing Referrals does not calculate taxes that Customer may owe, and Customer shall be solely responsible for determining which, if any, taxes or fees may apply in connection with Customers use of the Gift Card Fulfillment Services and assessing, collecting, reporting and remitting applicable taxes for Customer’s business.

6. Recipient Tax Statements. Staffing Referrals and Customer agree that Recipients will receive Payouts as incentives or rewards for services rendered to Customer outside of the scope of such Recipient’s employment or other engagement to Customer. Accordingly, the parties agree that such Payouts will not be treated as

taxable income by the Recipient. For each Recipient to whom Staffing Referrals sends annual cumulative Payouts equal to \$600 or more, Staffing Referrals shall send to such Recipient a Form 1099. Customer agrees to defend, indemnify, and hold Staffing Referrals Indemnitees harmless from any against any claims, liabilities, expenses, penalties, damages, and costs associated with or related to tax payments by or collections from any Recipient.

7. Payouts.

- a. **Generally.** Customer may purchase Payouts via its account for Staffing Referrals to fulfill. Subject to the terms set forth herein, Customer may purchase an unlimited number of Payouts from Staffing Referrals and direct Staffing Referrals to send Payouts to Recipients via email or SMS text message. For each Payout, Customer must specify the (i) value and (ii) Recipient. Customer is solely responsible for providing Staffing Referrals with accurate and complete contact information for each Recipient. Once requested by Customer, Payouts are non-cancellable and non-refundable. Prepaid Cards and Gift Cards may be subject to additional terms and conditions from the Provider, which are provided to Recipient at the time of delivery to Recipient.
- b. **Payout Options.** Customers may choose to send to Recipients: (i) digital Visa or Mastercard Prepaid Cards, or (ii) digital Gift Cards, or (iii) physical Prepaid Cards that are shipped directly to the Recipient. In case of direct shipped physical Prepaid Cards, the risk of loss passes to Recipient once the Prepaid Card is shipped by the Provider. Staffing Referrals disclaims all liability for any loss of physical Prepaid Cards due to carrier issues, theft, or similar reason.
- c. **Limits.** At no time will Customer send Payouts totaling \$10,000 or more to any one Recipient in a single day. No Payout may have a value of more than \$2,000. Staffing Referrals may impose or modify Order limits, either for individual Payouts or for the Customer's Account, generally, at any time in its sole discretion. If Staffing Referrals imposes or changes a limit on the Account, it will promptly notify Customer of such limit and the reason(s) therefore.

8. Representations and Warranties. Customer represents and warrants that:

- a. it is not using the Gift Card Fulfillment Services to distribute funds (or value) that constitute wages to its employees or independent contractors;
- b. it has obtained all necessary consents and has provided all necessary notices required to provide Staffing Referrals with any information regarding the Recipient, including all Personal Data;
- c. it nor its Recipients are engaged in an activity listed on the Prohibited Customers and Entities List attached below as Attachment 1.

9. Indemnification. Customer agrees to defend, indemnify, and hold Staffing Referrals Indemnitees harmless from any against any claims, liabilities, expenses, penalties, damages, and costs associated with or related to Customer's use of the Gift Card Fulfillment Services.

ATTACHMENT 1 TO GIFT CARD FULFILLMENT SERVICES ADDENDUM Prohibited Customers and Services

Bearer Share Entities and other Anonymous Ownership Entities

Any entity, including a trust, whose ownership control cannot be determined because the entity's ownership certificates or shares are issued in bearer form.

Money Services Businesses

Entities doing business, whether or not on a regular basis or as an organized business concern, in one or more of the following capacities:

1. Currency dealer or exchanger
2. Check casher
3. Issuer of traveler's checks, money orders or stored value
4. Seller or redeemer of traveler's checks, money orders or stored value
5. Money transmitter
6. U.S. Postal Service

Bitcoin Exchange or Virtual Currency Businesses

Business entities involved in Bitcoin processing, exchanges, or virtual currency. This includes Bitcoin exchanges, software developers for Bitcoin and virtual currency, and investment companies for Bitcoin or virtual currency.

Criminal Offenders

Anyone prosecuted, convicted, or indicted for a serious crime specific to felonies and certain misdemeanors involving financial crimes, narcotics trafficking, terrorist financing, or moral turpitude determined to be outside the risk profile of the Bank.

Crowdfunding or Crowdsourcing Entities

Entities that facilitate the process of obtaining needed funds, services, ideas, or content by soliciting contributions from a large group of people rather than from traditional employees or suppliers.

Embassies, Consulates, and Diplomatic Missions

Official embassy, consular, or other diplomatic mission accounts, such as:

1. Diplomatic mission used as part of the operation of the mission, e.g. embassy, consulate, or international organization founded in international law or treaties with status of diplomatic mission
2. Personnel, e.g. Ordinary Ambassador, Extraordinary Ambassador, Consul, Consul-General, Chargé d'Affaires, First Secretary, Attaché, or other employee

Politically Exposed Person (PEP)

An individual who has been entrusted with a prominent public function. The Bank has made a business decision to not bank PEPs, business associates of PEPs, or immediate family members. In addition, the Bank will not open a relationship for a business owned or controlled by a PEP, immediate family member, or close associate.

Foreign Government Agencies

Any agency or judicial authority of a foreign government, including a foreign state, a political subdivision of a foreign state, or a multinational organization constituted by and comprised of foreign states, that is vested with law enforcement or investigative authority in civil, criminal, or administrative matters.

Informal Value Transfer System

Any informal value transfer system (also known as hawalas) acting as a form of money service business for fund transfers between parties.

Internet Gambling Entities

Any entity that engages in transactions in which a person accepts credit, funds, instruments, or other proceeds from another person in connection with any internet gambling. Accepting any form of payment either directly or indirectly from these entities is prohibited under Federal law. Accepting payment for legal gambling is also prohibited under SSB guidelines.

Internet Pharmacies

A pharmacy that operates over the Internet and sends orders to customers through mail, shipping companies, or online pharmacy web portals.

Marijuana Dispensaries, CBD, Kratom or related businesses

A facility where marijuana, marijuana products, or devices for the use of marijuana or marijuana products are offered for retail sale. Marijuana dispensaries are not considered legal under Federal law. Prohibited activities include any individual or business that operates, derives income from, leases to, collects rents, or otherwise obtains funds from an entity engaged in the direct or indirect sale of marijuana, CBD, and Kratom.

OFAC Specially Designated Nationals and Blocked Persons

Sanctioned countries, governments, entities, and individuals as designated by OFAC.

Shell Banks

Banks that do not maintain a physical presence in any country and that are not affiliated with a bank with a physical presence.

Shell Corporations

Any entity, including a trust, whose ownership cannot be determined because it is intentionally established to prevent the identification of beneficial ownership interests.

Title and Payday Lenders

An entity that lends customers small amounts of money at high interest rates, on the agreement that the loan will be repaid when the borrower receives their next paycheck.