

**GOODTIME
SUBSCRIPTION TERMS AND CONDITIONS**

This GoodTime Subscription Terms and Conditions (“**Terms and Conditions**”) is between Etch Mobile, Inc. dba GoodTime (“**GoodTime**”) and the customer entity that has purchased a subscription to the GoodTime Service (“**Customer**” or “**you**” or “**your**”). The “**Effective Date**” of this Agreement is the date which is the earlier of (a) Customer’s initial access to GoodTime Service through any online provisioning, registration or order process or (b) the effective date of the first Ordering Document referencing this Terms and Conditions.

This Terms and Conditions permits the parties to enter into order forms and/or individual work orders or statements of work referencing this Terms and Conditions (“**Ordering Document(s)**”), which set forth the products and/or services ordered, specify the fees payable by Customer and may contain other terms and conditions (this Terms and Conditions, with all applicable Ordering Documents, the “**Agreement**”). This Agreement includes any and all attachments and referenced policies, including without limitation, the GoodTime Use Policy, and Support and Service Level Exhibit, and all Ordering Documents entered into between the parties.

1. GOODTIME SERVICES

1.1. Provision of Service. GoodTime provides a cloud-based recruitment scheduling platform service (the “**GoodTime Service**”). The GoodTime Service is described more fully in the then-current version of any supporting technical documentation provided to Customer by GoodTime (“**Documentation**”). GoodTime Service is provided on a subscription basis for a set term designated herein or in the applicable Ordering Document (each, a “**Subscription Term**”). GoodTime reserves the right, in its sole discretion, to make any changes to the GoodTime Service and Documentation that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of GoodTime’s services to its customers or performance; or (b) to comply with applicable Laws; provided, however, GoodTime changes to the GoodTime Service or the Documentation will not result in a material reduction in the level of functionality, performance, availability or security of the applicable Service provided to Customer for the duration of the term of any applicable Ordering Document.

1.2. Access to Service. Subject to the terms and conditions of the Agreement, GoodTime hereby grants to Customer a non-exclusive, non-transferable, worldwide right during the applicable Subscription Term to access and use GoodTime Service solely for Customer’s business purposes and pursuant to the Documentation and any restrictions designated in the applicable Ordering Document.

1.3. Permitted Users. Use of and access to GoodTime Service is permitted only by the number of interviewers or other administrative users specified in the applicable Ordering Document (“**Permitted Users**”). Customer is responsible for any and all actions taken by Permitted Users or by anyone using Customer’s accounts and passwords. Subject to the terms and conditions of this Agreement, in addition to Customer’s employees, Customer may permit (a) its independent contractors and consultants who are not competitors of GoodTime and (b) Customer’s Affiliates to serve as Permitted Users. Customer will remain responsible for compliance by each of its Permitted Users with all of the terms and conditions of this Agreement, and any use of GoodTime Service by Permitted Users must be for the sole benefit of Customer. Use of GoodTime Service by all Permitted Users in the aggregate must be within the restrictions in the applicable Ordering Document. “**Affiliate**” means each legal entity that is directly or indirectly controlled by Customer on or after the Effective Date, for so long as such entity remains directly or indirectly controlled by Customer (where “**controlled**” means the ownership of, or the power to vote, directly or indirectly, a majority of any class of voting securities of a corporation or limited liability company, or the ownership of any general partnership interest in any general or limited partnership).

1.4. Third-Party Code. The Software may contain or be provided with components which are licensed from third parties (“**Third Party Code**”), including components subject to the terms and conditions of “open source” software licenses (“**Open Source Software**”). Open Source Software may be identified in the Documentation, or in a list of the Open Source Software provided to Customer upon written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

1.5. General Restrictions. Customer shall not: (a) rent, lease, copy, sell, provide access to or sublicense the GoodTime Service to a third party other than as provided herein or in the applicable Ordering Document, (b) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or APIs to the GoodTime Service, except to the extent expressly permitted by applicable Laws (and then only upon advance notice to GoodTime), (c) modify the GoodTime Service or any Documentation, or create any derivative product from any of the foregoing, (d) remove or obscure any product identification, proprietary, copyright or other notices contained in the GoodTime Service (including any reports or data printed via the use of the GoodTime Service), (e) except as expressly approved by GoodTime in an Ordering Document, incorporate the GoodTime Service into any other offering (whether software as a service or otherwise), (f) use the GoodTime Service to develop a product which is competitive with any GoodTime product offering or (g) publicly disseminate information or analysis regarding the performance of the GoodTime Service. “**Laws**” refers to any statute, regulation, rule, ordinance or ruling by a federal, state or local government including, but not limited to data transfer and privacy laws.

2. CUSTOMER DATA AND CUSTOMER OBLIGATIONS

2.1 Customer Data. “**Customer Data**” means electronic data and information submitted by or for Customer to the Goodtime Service or collected and processed by or for Customer using the GoodTime Service.

2.2 Customer Obligations. Customer shall ensure that Customer’s use of GoodTime Service and all Customer Data is at all times compliant with Customer’s privacy policies and all applicable Laws. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer represents and warrants to GoodTime that Customer has sufficient rights in the Customer Data to authorize GoodTime to input, process, distribute and display the Customer Data as contemplated by this Agreement, and that the Customer Data and its use hereunder will not violate or infringe the rights of any third party. Customer must provide any notices and obtain any

consents related to data capture and use of the GoodTime Service.

2.3 Rights in Customer Data. As between the parties, Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data as provided to GoodTime. Subject to the terms of this Agreement, Customer hereby grants to GoodTime a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, distribute, perform and display, modify and create derivative works of the Customer Data solely to the extent necessary to provide the GoodTime Service and to comply with applicable Laws.

2.4 Aggregated Anonymous Data. In addition to the license rights in Section 2.3, GoodTime may aggregate Customer usage data and metadata so that the results are non-personally identifiable with respect to Customer (“**Aggregated Anonymous Data**”). The Aggregated Anonymous Data will be deemed GoodTime Technology, and Customer acknowledges that GoodTime may use the Aggregated Anonymous Data (i) for its own internal, statistical analysis, (ii) to develop and improve GoodTime Service, and (iii) to create and distribute reports and other materials regarding use of GoodTime Service. For clarity, nothing in this Section 2.4 gives GoodTime the right to publicly identify Customer as the source of any Aggregated Anonymous Data without Customer’s prior written approval in Customer’s sole discretion.

3. OWNERSHIP

3.1. GoodTime Technology. This is a subscription agreement for use of GoodTime Service and not an agreement for sale. Customer acknowledges that it is obtaining only a limited right to use GoodTime Service on a hosted basis and that irrespective of any use of the words “purchase”, “sale” or like terms hereunder no ownership rights are being conveyed to Customer. Customer agrees that GoodTime or its suppliers retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to GoodTime Service, the Documentation, any other GoodTime deliverables and any and all related and underlying software (including interfaces), databases (including data models, structures, Aggregated Anonymous Data and any other non-Customer specific data and statistical data), technology, reports and documentation and all copies, modifications and derivative works thereof (including any changes which incorporate any Feedback) (collectively, “**GoodTime Technology**”). Further, Customer acknowledges that GoodTime Service is offered as an on-line, hosted solution, and that Customer has no right to obtain a copy of the GoodTime Service code itself. Nothing in this Section 3.1 shall be deemed as granting GoodTime ownership of Customer Data or in any way impacting Customer’s ownership of Customer Data.

3.2. Feedback. Customer, from time to time, may submit comments, information, questions, data, ideas, descriptions of processes, or other information to GoodTime (“**Feedback**”). GoodTime may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise, provided Customer shall not be identified in connection with any such Feedback without Customer’s consent in its sole discretion.

4. SUBSCRIPTION TERM, FEES & PAYMENT

4.1. Subscription Term. Unless otherwise specified on the applicable Ordering Document, each Subscription term shall begin on the effective date of the applicable Ordering Document

and expire 12 months thereafter (“**Initial Subscription Term**”). Thereafter, the Initial Subscription Term will automatically be renewed for successive one-year renewal terms from the end of the Initial Subscription Term unless Customer or GoodTime provides written notice of its intent not to renew no later than 60 days prior to the end of the current Term (each, a “**Renewal Subscription Term**”). The Initial Subscription Term and any Renewal Subscription Term are collectively referred to as the “**Subscription Term.**” Any renewals will be at GoodTime’s then-current rates. If Customer’s subscription is not renewed, Customer’s access to GoodTime Service will terminate at the end of the then-current Subscription Term.

4.2. Fees and Payment. All fees are as set forth in the Ordering Document and shall be paid by Customer within 30 days of the effective date of the applicable Ordering Document, unless otherwise specified in such Ordering Document. Except as expressly set forth in Section 6 (Limited Warranty) and Section 9.1 (GoodTime Indemnification), payment obligations are noncancelable and fees are non-refundable. Unless timely provided with a valid certificate of exemption or other evidence that items are not taxable, GoodTime will invoice Customer for all applicable taxes including, but not limited to, VAT, GST, sales tax, consumption tax and service tax. Customer will make all payments free and clear of, and without reduction for, any withholding or other taxes; any such taxes imposed on payments by Customer hereunder will be Customer’s sole responsibility. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. If Customer believes that GoodTime has billed Customer incorrectly, Customer must contact GoodTime no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit.

4.3. Suspension of Services. If Customer’s account is 30 days or more overdue, in addition to any of its other rights or remedies (including but not limited to any termination rights set forth herein), GoodTime reserves the right to suspend Customer’s access to GoodTime Service without liability to Customer until such amounts are paid in full.

5. TERM AND TERMINATION

5.1. Term. This Agreement is effective as of the Effective Date and expires on the date of expiration or termination of all Subscription Terms.

5.2. Termination for Cause. Either party may terminate this Agreement (including all related Ordering Documents and Subscription Terms) if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within 30 days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors’ arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within 60 days thereafter). In the event Customer terminates for cause hereunder, Customer shall be entitled to a refund of any prepaid fees applicable to the period after the termination date.

5.3. Effect of Termination. Upon any termination or expiration of this Agreement, Customer shall immediately cease any and all use of and access to GoodTime Service and delete (or, at GoodTime’s request, return) any and all copies of the Documentation, any GoodTime passwords or access codes and any other GoodTime Confidential Information in its possession. Except where an exclusive remedy is specified in this Agreement, the exercise by either party of any remedy under this Agreement, including termination, will be without prejudice to

any other remedies it may have under this Agreement, by law, or otherwise.

5.4. Survival. The following Sections shall survive any expiration or termination of this Agreement: 2.4 (Aggregated Anonymous Data), 3 (Ownership), 4.2 (Fees and Payment), 5 (Term and Termination), 6.3 (Warranty Disclaimer), 8 (Limitation of Remedies and Damages), 9 (Indemnification), 10 (Confidential Information) and 13 (General Terms).

6. LIMITED WARRANTY

6.1. Limited Warranty. GoodTime warrants, for Customer's benefit only, that GoodTime Service will operate in substantial conformity with the applicable Documentation. GoodTime does not warrant that Customer's use of GoodTime Service will be uninterrupted or error-free, nor does GoodTime warrant that it will review the Customer Data for accuracy or that it will preserve or maintain the Customer Data without loss. GoodTime's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be, in GoodTime's sole discretion and at no charge to Customer, to use commercially reasonable efforts to correct the reported non-conformity, or if GoodTime determines such remedy to be impracticable, to allow Customer to terminate the applicable Subscription Term and receive as its sole remedy a refund of: (a) the monthly subscription fees specified in the applicable Ordering Document which are allocable to the 30-day period prior to the date the warranty claim was made and (b) any fees Customer has pre-paid for use of GoodTime Service or related services it has not received as of the date of the warranty claim. The limited warranty set forth in this Section 6.1 shall not apply: (i) unless Customer makes a claim within 60 days of the date on which the condition giving rise to the claim first appeared, (ii) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services or (iii) to use provided on a no-charge or evaluation basis.

6.2. Exclusions. The above warranty shall not apply: (i) if GoodTime Service is used with hardware or software not authorized in the Documentation; or (ii) other use provided on a no charge or evaluation basis.

6.3. Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTY IN SECTION 6.1, GOODTIME SERVICES AND ALL SERVICES, INCLUDING WITHOUT LIMITATION THE THIRD-PARTY CODE ARE PROVIDED "AS IS". NEITHER GOODTIME NOR ANY OF ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, ANY STATUTORILY REQUIRED WARRANTIES SHALL BE LIMITED AS PROVIDED HEREIN. GOODTIME SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF GOODTIME.

7. SUPPORT AND MAINTENANCE. During the Subscription Term, GoodTime Service are subject to the support and maintenance terms set forth in the Support and Service Level Exhibit.

8. LIMITATION OF REMEDIES AND DAMAGES

8.1. Liability. IN SECTION 8 (LIMITATION OF REMEDIES AND DAMAGES), "LIABILITY" MEANS ANY LIABILITY, WHETHER UNDER CONTRACT, TORT, OR OTHERWISE.

8.2. Limitations. SUBJECT TO SECTION 8.3 (EXCEPTIONS TO

LIMITATIONS):

(a) NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR: (1) THE OTHER PARTY'S LOST REVENUES; (2) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES AT THE EFFECTIVE DATE); OR (3) EXEMPLARY OR PUNITIVE DAMAGES; AND

(b) EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER TO GOODTIME FOR THE APPLICABLE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING TYPES OF LOSSES OR DAMAGE.

8.3. Exceptions to Limitations. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY RESULTING FROM ITS GROSS NEGLIGENCE OR THE GROSS NEGLIGENCE OF ITS PERSONNEL; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; (C) MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAWS; OR (D) A PARTY'S LIABILITY UNDER SECTION 9 BELOW (INDEMNIFICATION).

8.4. Failure of Essential Purpose. The parties agree that the limitations specified in this Section 8 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

9. INDEMNIFICATION

9.1. GoodTime Indemnification. Subject to Section 9.3 (Procedures) and the remainder of this Section 9.1, GoodTime shall (a) defend Customer and its shareholders, partners, members, directors, officers, employees, lenders, successors and assigns, (collectively with Customer, each a "**Customer Indemnitee**") from and against any claim by a third party alleging that the GoodTime Service, when used as authorized under this Agreement, directly infringes such third party's U.S. patent, copyright, or trademark and (b) in relation to such claim, indemnify and hold harmless the Customer Indemnitees from any damages and costs finally awarded or agreed to in settlement by GoodTime (including reasonable attorneys' fees). If Customer's use of the GoodTime Service is, or in GoodTime's opinion is likely to be, enjoined due to the type of infringement specified above, if required by settlement, or if GoodTime determines such actions are reasonably necessary to avoid material liability, GoodTime may, in its sole discretion: (i) substitute substantially functionally similar products or services; (ii) procure for Customer the right to continue using the GoodTime Service; or if (i) and (ii) are not commercially reasonable, (iii) terminate the Agreement and refund to Customer the fees paid by Customer for the portion of the Subscription Term which was paid by Customer but not rendered by GoodTime. The foregoing indemnification obligation of GoodTime shall not apply: (1) if the GoodTime Service is modified by any party other than GoodTime, but solely to the extent the alleged infringement is caused by such modification; (2) the GoodTime Service is combined with other non-GoodTime Service services or processes not authorized by GoodTime, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the GoodTime Service; (4) to any action arising as a result of Customer Data or any third-party components contained within or uploaded to the GoodTime Service; or (5) if Customer settles or makes any admissions with respect to a claim without GoodTime's prior written consent. THIS SECTION 9.1 SETS FORTH GOODTIME'S

SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

9.2. Customer Indemnification. Customer shall (a) defend GoodTime from and against any claim by a third party alleging that the Customer Data, or Customer's use of any GoodTime Service in breach of this Agreement or any applicable Ordering Document, infringes or misappropriates such third party's intellectual property rights or violates applicable Laws, and (b) in relation to such claim, indemnify and hold harmless GoodTime from any damages and costs finally awarded or agreed to in settlement by Customer (including reasonable attorneys' fees).

9.3. Procedures. The obligations of each indemnifying party are conditioned upon receiving from the party seeking indemnification: (i) prompt written notice of the claim (but in any event notice in sufficient time for the indemnifying party to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense and settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of the indemnified party, at indemnifying party's expense.

10. CONFIDENTIAL INFORMATION. Each party (as "Receiving Party") agrees that all code, inventions, know-how, business, technical and financial information it obtains from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any GoodTime Technology, performance information relating to GoodTime Service, and the terms and conditions of this Agreement shall be deemed Confidential Information of GoodTime without any marking or further designation. Customer Data shall be deemed Customer's Confidential Information without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order, but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party, and to the Receiving Party's members, directors, shareholders, officers, employees, agents, affiliates, partners, financing sources, brokers, lenders, attorneys, accountants and advisors on a need-to-know basis as permitted by and in accordance with the terms of this Agreement. The Receiving Party acknowledges that disclosure of Confidential Information could cause substantial harm for which damages alone would not be a sufficient remedy, and therefore upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

11. DATA SECURITY. GoodTime will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Those safeguards will include, but will not be limited to, reasonable measures for preventing access, use, modification or

disclosure of Customer Data by GoodTime personnel except (a) to provide the GoodTime Service and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 9, or (c) as Customer expressly permits in writing. Customer and GoodTime shall reasonably cooperate to comply with data security and breach regulations as applicable to the GoodTime Service, including, but not limited to (x) executing and incorporating by reference into this Agreement the appropriate EU Model Contract Clauses for data exporting and processing where applicable; (y) cooperating with any governmental inquiries, audits, data protection impact assessments or documentation requirements required by Law; (z) ensuring that Customer Data is used, transmitted and stored in accordance with applicable Laws. Customer shall not undertake any acts or omissions that would place GoodTime in violation of any applicable Laws.

12. PROFESSIONAL SERVICES. GoodTime shall provide the professional services ("Professional Services") as may be described in an applicable Ordering Document or statement of work/individual work order ("SOW"). The parties acknowledge that the scope of the Professional Services provided hereunder consists solely of either or both of: (a) assistance with setup, configuration, deployment, and/or optimization of the GoodTime Service including installation services, and (b) customizations to the GoodTime Service. Customer shall have a license right to use any deliverables (including any documentation or other work product) delivered as part of the Professional Services ("Deliverables") solely in connection with Customer's permitted use of the GoodTime Service, subject to all the same use restriction terms (including in Section 2.1), and subject to any additional terms and conditions provided with the Deliverables. Customer may order Professional Services under an Ordering Document or SOW describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Each Ordering Document or SOW, as applicable, must be signed by both parties before GoodTime shall commence work under such document. Customer will reimburse GoodTime for reasonable travel and lodging expenses as incurred.

13. GENERAL TERMS

13.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement except upon the advance written consent of the other party, except that (a) either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities and (b) GoodTime may assign this Agreement to any direct or indirect parent, subsidiary or affiliate company. For any assignment by Customer as permitted in the previous sentence: (i) the assignee must not be a direct competitor of GoodTime; (ii) Customer must provide prompt written notice of the assignment to GoodTime; and (iii) the assignee must be capable of fully performing Customer's obligations under this Agreement and must agree to be bound by the terms and conditions of this Agreement. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 13.1 will be null and void.

13.2. Insurance. GoodTime will obtain and maintain in full force during the Subscription Term and one year thereafter, the following insurance coverage at its own cost and expense. (a) Workers' Compensation or Employer's Liability, as required by state or country law with a minimum limits of \$1,000,000, covering injury by accident and by disease; (b) Commercial General Liability, on an occurrence basis, including premises-operations, product completed-operations, broad form

property damage, contractual liability, independent contractors and personal liability, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate; and (c) Errors and Omissions Liability covering the liability for financial loss due to error, omission, negligence of employees and machine malfunction, and including coverage for intellectual property claims, cyber liability and privacy, in an amount of at least \$1,000,000 per occurrence.

13.3. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

13.4. Governing Law; Jurisdiction and Venue. The Uniform Computer Information Transactions Act does not apply to this software as a service agreement or orders placed under it. Excluding conflict of laws rules, this Agreement shall be governed by and construed under the laws of the State of California, U.S.A. Nothing in this section shall restrict GoodTime's right to bring an action (including for example a motion for injunctive relief) against Customer in the jurisdiction where Customer's place of business is located. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement.

13.5. Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

13.6. GoodTime's Customer List. GoodTime may disclose Customer as a customer of GoodTime and use Customer's name and logo on GoodTime's web site and in GoodTime's promotional materials. Further, Customer agrees to provide GoodTime a mutually agreeable quote relating to the engagement that GoodTime may use for its website, marketing materials, and press release.

13.7. Notice. All notices to GoodTime shall be valid only if sent via pre-paid first class certified mail or overnight courier to GoodTime attn: Chief Executive Officer, 180 Sansome St. 2FL, San Francisco CA 94104, ahryun@goodtime.io, via facsimile transmission with proof of transmission or, for notices excluding notice of indemnification obligations, through email address or portal to a designated person approved in writing by GoodTime. GoodTime may give notice applicable to GoodTime software as a service customer base by means of a general notice on GoodTime portal for the GoodTime Service, and notices specific to Customer by electronic mail to Customer e-mail address on record in GoodTime account information or by written communication sent by first class mail or pre-paid post to the most recent Customer address provided by Customer to GoodTime. Customer's current address shall be the address provided on the Ordering Document.

13.8. Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Customer, including any electronic invoicing portals and vendor registration processes, will supersede the terms and conditions of this Agreement, and any such document

relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

13.9. Entire Agreement. This Agreement (including each Ordering Document, and any other mutually agreed exhibits or attachments) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

13.10. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

13.11. Subcontractors. GoodTime may use the services of subcontractors for performance of services under this Agreement, provided that GoodTime remains responsible for (i) compliance of any such subcontractor with the terms of this Agreement, all applicable Laws as well as Customer's reasonable safety standards and protocols as provided to GoodTime in writing, and (ii) the overall performance of GoodTime Service as required under this Agreement. GoodTime shall not enter into any contract, oral or written, with any person, firm or corporation relating to the performance of the Professional Services or the supplying of materials or equipment to the Customer's premises without the prior written consent of Customer.

13.12. Third Party Beneficiaries. No third party is intended to be a beneficiary of this Agreement entitled to enforce its terms directly.

13.13. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

13.14. Government End-Users. GoodTime Service is based upon commercial computer software. If the user or licensee of GoodTime Service is an agency, department or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure or transfer of GoodTime Service, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. GoodTime Service was developed fully at private expense. All other use is prohibited.

13.15. Export Control. In its use of GoodTime Service, Customer agrees to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) Customer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country and (ii) Customer shall not (and shall not permit any of its Permitted Users or others to) access or use the GoodTime Service in violation of any U.S. export embargo, prohibition or restriction.

GOODTIME USE POLICY

1. DEFINITIONS

“**Beta Services**” means GoodTime services that are not generally available to customers.

“**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“**Non-GoodTime Application**” means a web-based, mobile or offline software application or service, or service that is provided by Customer or a third party and interoperates with the GoodTime Service, including, for example, an application that is developed by or for Customer, or a third party service that Customer may have access to, subscribe to, or obtain a license to.

“**Specifications**” means the descriptions of the features and functions of the GoodTime Service and any performance specifications therefore set forth in the applicable Documentation, and in the applicable Ordering Document(s). Upon Customer’s request, GoodTime will provide copies of all applicable Specifications set forth in the applicable Documentation.

2. USE OF GOODTIME SERVICE

2.1. Subscriptions. Unless otherwise provided in the applicable Ordering Document, subscriptions are set based on the number of interviewers employed by Customer. In the event the number of employees increases so as to qualify for a different tier charge, or GoodTime discovers that Customer’s representation underreports the number of employees, GoodTime will inform Customer and Customer hereby authorizes GoodTime to correct the Fees unless Customer can reasonably demonstrate why the increased tier should not apply. Any added subscription tier will terminate on the same date as the original subscriptions.

2.2. Prohibited Uses and Content. Customers may not use the GoodTime Service to display, link to, store, process or transmit, or allow Permitted Users to display, post, transmit or link to:

- a. Material that infringes or misappropriates a third party’s intellectual property or proprietary rights;
- b. Material that violates a third-party’s privacy rights;
- c. Material that violates applicable Laws;
- d. Excessively profane material;
- e. Hate-related or violent material;
- f. Material advocating racial or ethnic intolerance;
- g. Material intended to advocate or advance computer hacking or cracking;
- h. Illegal software;
- i. Malicious code, such as viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; or
- j. Other material that violates or encourages conduct that would violate any criminal laws, any other applicable Laws, or any third-party rights.
- k. Conduct or forward pyramid schemes and the like;
- l. Engage in phishing;
- m. Transmit material that may be harmful to minors;
- n. Impersonate another person (via the use of an email address or otherwise) or otherwise misrepresent themselves or the source of any email;

2.3. Account User Limitations. Each Permitted User shall be assigned to an account (“**Account Information**”) in connection with their use of the GoodTime Service. Customer will not allow Permitted Users to transfer or share their Account Information.

2.4 Removal of Non-GoodTime Applications or unlawful content. Customer agrees that, If GoodTime is required by law to remove content, or receives information that content posted or displayed by Customer may violate applicable Laws or third-party rights, GoodTime may so notify Customer and in such event Customer will promptly remove such content from Customer’s systems, but GoodTime reserves the right to remove the content, block access to it, or terminate the GoodTime Service immediately upon notice. If GoodTime receives information that non-GoodTime Application hosted on a system by Customer violates this GoodTime Use Policy, applicable Laws or any third-party rights, GoodTime may so notify Customer and in such event Customer will promptly disable such Non-GoodTime Application or modify the Non-GoodTime Application to resolve the violation. If Customer does not take required action in accordance with the above, GoodTime may disable and/or remove the content, service and/or Non-GoodTime Application until the violation is resolved.

3. NON-GOODTIME PROVIDERS

3.1. Acquisition of Non-GoodTime Products and Services. GoodTime or third parties may use the GoodTime Service to link to or interoperate third-party products or services, including, for example, but not limited to, Non-GoodTime Applications. Any acquisition by Customer of such Non-GoodTime products or services, and any exchange of data between Customer and any Non-GoodTime provider, is solely between Customer and the applicable Non-GoodTime provider. Customer acknowledges that access to Non-GoodTime Applications or other products or services is dependent on Customer’s acquisition of such Non-GoodTime Applications, products or services. GoodTime does not warrant or support Non-GoodTime Applications or other Non-GoodTime products or services, whether or not they are designated by GoodTime as “certified” or otherwise nor can GoodTime guarantee that the Services will function or integrate with Non-GoodTime Products and Services.

3.2. Non-GoodTime Applications and Customer Data. If Customer installs or enables a Non-GoodTime Application for use with the GoodTime

Service, Customer grants GoodTime permission to allow the provider of that Non-GoodTime Application to link to and access Customer Data as required for the interoperation of that Non-GoodTime Application with the GoodTime Service. GoodTime is not responsible for any disclosure, modification, transmission or deletion of Customer Data resulting from access by a Non-GoodTime Application.

3.3. Integration with Non-GoodTime Applications. The GoodTime Service may contain features designed to interoperate with Non-GoodTime Applications. To use such features, Customer may be required to obtain access to Non-GoodTime Applications from their providers, and may be required to grant GoodTime access to Customer account(s) on the Non-GoodTime Applications. If the provider of a Non-GoodTime Application ceases to make the Non-GoodTime Application available for interoperation with the corresponding Service features on reasonable terms, GoodTime may cease providing those GoodTime Service features without entitling Customer to any refund, credit, or other compensation.

4. FUTURE FUNCTIONALITY. Customer agrees that Customer's purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by GoodTime regarding future functionality or features.

5. CUSTOMER DATA PORTABILITY AND DELETION. Upon request by Customer made within 30 days after the effective date of termination or expiration of an Ordering Document, or this Agreement, GoodTime will make the Customer Data available to Customer for export or download as provided in the Documentation. After that 30-day period, GoodTime will have no obligation to maintain or provide Customer Data, and may in its sole discretion thereafter delete or destroy all copies of Customer Data in GoodTime's systems or otherwise in GoodTime's possession or control as provided in the Documentation, unless legally prohibited.

SUPPORT AND SERVICE LEVEL EXHIBIT

GoodTime will maintain and support the GoodTime Service in accordance with the terms provided herein. GoodTime will promptly repair or replace, without any additional charge, the GoodTime Service, to fix any bugs, defects, errors, or vulnerabilities (collectively, “Errors”).

GoodTime will provide the support services and service levels as set forth below:

1. Availability and Contacts.

Technical Support. GoodTime will make technical support available to Customer by e-mail during the following business hours: 9:00am – 6:00pm PT. GoodTime’s support personnel will provide Customer with remote assistance for help in using and operating the GoodTime Service and to accept reports of Errors in the GoodTime Service. GoodTime will ensure that each of its personnel performing any maintenance and support services are experienced, knowledgeable and qualified in the use, maintenance and support of the GoodTime Service.

Contact information for technical support is as follows:

E-mail: support@goodtime.io

Extended Support. GoodTime will make extended technical support available to Customer via in-messaging (chat) accessible from the GoodTime website during the following business hours: 8:00am – 7:00 PM PT.

2. Performance Standards.

2.1 Definitions. The following definitions will apply with respect to this Section 2:

(A) **“Actual Availability”** means Total Scheduled Availability minus Downtime.

(B) **“Downtime”** means the time that users of the GoodTime Service are not able to (a) access the GoodTime Service, (b) perform ordinary functions to use or receive GoodTime Service in accordance with specifications, or (c) utilize the GoodTime Service for normal business operations due to failure malfunction or delay. Downtime does not include any unavailability of the GoodTime Service due to System Maintenance or a failure or defect arising out of a Force Majeure Event.

(C) **“Force Majeure Event”** means any failure or delay caused by or the result of causes beyond the reasonable control of a party and could not have been avoided or corrected through the exercise of reasonable diligence, including, but not limited to, acts of God, fire, flood, hurricane or other natural catastrophe, terrorist actions, laws, orders, regulations, directions or actions of governmental authorities.

(D) **“System Availability”** will be calculated on a monthly basis using the following formula: (Actual Availability divided by Total Scheduled Availability) multiplied by 100%.

(E) **“System Maintenance”** means time that the GoodTime Service are not accessible to Customer due to maintenance. System Maintenance includes scheduled maintenance and unscheduled, emergency maintenance.

(F) **“Total Scheduled Availability”** means 7 days per week, 24 hours per day, excluding System Maintenance.

2.2 Service Level Standards. GoodTime will maintain the following service levels for the GoodTime Service (collectively, the “Service Levels”):

(A) System Availability Service Level. GoodTime will provide 99.9% System Availability over one-month periods, excluding any System Maintenance or Force Majeure Events (as defined below) that result in the Services not being available to any Customer user.

(B) System Maintenance Notice. GoodTime will provide Customer with at least 1 business day’s prior written notice of any scheduled maintenance or 60 minutes’ advance written notice for unscheduled, emergency maintenance. GoodTime will provide such notices to Customer by email to an address provided by Customer. System Maintenance in any given month will not exceed 6 hours per month, and will only be performed between the hours of 12:00 am and 6:00 am PT.

(C) SLA Credits. To receive a Service Credit, Customer must submit a claim by emailing GoodTime at support@GoodTimeqa.com (“SLA Credits”). To be eligible, the credit request must be received by GoodTime by the end of the second contract month after which the incident occurred and must include:

- the words “SLA Credit Request” in the subject line;

- the dates and times of each unavailability incident that Customer is claiming; and
- Customer's request logs that document the errors and corroborate Customer's claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

(D) SLA Credits for Service Availability Service Level Failure. If the System Availability during any given month falls below 99.9%, GoodTime will provide Customer with a SLA Credit equal to the pro-rata amount of Subscription Fees paid for such downtime exceeding the Systems Availability Service Level applicable to the month in which the Service Level failure occurred.