Poster Contract Master Terms and Conditions of Service

OutSolve, OutSolve's subsidiary LaborLawCenter, LLC (collectively **"We" or "Us"**), and Client agree that all purchases of Posters, Poster and Form Products, and Poster-Related Services from OutSolve and/or LaborLawCenter, LLC, and all access to and use by Client of the website www.laborlawcenter.com ("**Website**"), and any such purchases made through the Website (collectively **"Poster-Related Sales and Website Usage"**), shall be governed by these Poster Contract General Terms & Conditions of Service (**"Poster Contract Terms"**). No other terms or conditions, or proposed addition, alteration, or deletion of any of the following terms and conditions shall be binding unless accepted by both parties in writing.

Section 1: LaborLawCenter Compliance Poster and Form Products, Poster-Related Services, and Subscriptions.

Through the Website, LaborLawCenter provides Clients with access to the Website and the LaborLawCenter Employment Law Compliance Tools (**"LaborLawCenter Compliance Tools"**), which includes products for sale, including but not limited to posters and forms ("**Poster and Form Products**") and services, including but not limited to posting update services ("**Poster-Related Services**"), that We deliver to Clients on a subscription basis and by individual order, either digitally or in physical form, as outlined below. Not all LaborLawCenter Compliance Tools are always available through the Website or its webstore.

A. LaborLawCenter Posting Update Service ("Compliance Protection Plan" or "Subscription Services"): The Compliance Protection Plan is a subscription-based tool which allows Clients access to labor law posters and posting ("**Posters**") and regularly updates related thereto, in physical or electronic forms. The LaborLawCenter Compliance Tool offers Clients the ability to set up an account and register for a subscription to the Compliance Protection Plan ("**Subscription**") which will track and automatically replace Posters for Client's locations identified in the order ("**Client Locations**") during the Subscription term. Subscriptions are offered on a 1-, 2- or 3-year Subscription term. At the end of Client's Subscription period, Client may be able to renew its subscription to the extent, and on the same terms that We then generally makes commercially available to subscribers.

B. Digital Poster Sets: Digital Posters can be purchased either through a Compliance Protection Plan Subscription or as a set of required and recommended Posters. Posters are designed to be printed individually on 8 ½ x 11 paper. Digital Poster Sets are available for three hundred and sixty-five (365) days after the date of purchase. After three hundred and sixty-five (365) days, the Digital

Poster Set will no longer be available to Client online and would need to be repurchased.

C. Physical Posters: Physical Posters may be purchased on a stand-alone basis outside of a Compliance Protection Plan and are shipped to Client Locations.

D. Labor Forms: Individual blank labor law forms, applications, folders, kits, surveys, trackers and calendars ("Forms") may be purchased on a stand-alone basis outside of a Compliance Protection Plan.

Section 2: License.

Subject to Client's compliance with these Poster Contract Terms, We grant Client a non-exclusive, non-transferable, non-sublicensable, revocable limited license to access and use the LaborLawCenter Compliance Tools in the regular course of business at Client Locations.

Section 3: General Poster Contract Terms.

A. Poster and Form Products included in Client's selected Subscription or order may be accessed, downloaded, printed, displayed, transmitted, or shared internally as needed in the regular course of Client's business at the Client Locations. Copyright notices must be retained on any transmitted or printed items. The Copyright Act (17 U.S.C.A. 107) fair use provision may allow additional uses.

B. Client may (a) not sell, sublicense, rent, lease, distribute, display, reproduce, store, or transfer the LaborLawCenter Compliance Tools in any way that would allow non-authorized Client Locations, affiliates, vendors or other third parties use of or access to the same, (b) not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the LaborLawCenter Compliance Tools, (c) not access or use LaborLawCenter Compliance Tools in order to build a similar or competitive website, application or service; (d) except as expressly stated herein, not copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any part of LaborLawCenter Compliance Tools; (h) not remove or destroy any copyright notices or other proprietary markings contained on the LaborLawCenter Compliance Tools or on Poster and Form Products; or (i) not use any means to discern the source code of LaborLawCenter Compliance Tools.

C. In order to access certain features of the LaborLawCenter Compliance Tools or purchase Poster and Form Products or Poster-Related Services, Client may be

required to set up an account on the Website ("**Account**"), under which Client will designate its Client Locations, Subscribed Locations (as defined below), and authorized users ("**Authorized Users**") and, when required by the Subscription, assign usernames and passwords to each Authorized User. Client agrees to (1) provide true, accurate, current, and complete information about itself when setting up an Account ("**Client Data**"); and (2) maintain and promptly update the Client Data to keep it true, accurate, current, and complete. Client is responsible for all activities that occur under Client's Account. Passwords shall only be used by the Authorized User to whom issued; sharing of passwords is STRICTLY PROHIBITED. Client shall bind each Authorized User to compliance with these Poster Contract Terms. Client shall notify OutSolve immediately of any loss, theft, or unauthorized use of any username, password, and/or other personal or Client identification numbers that may be assigned by Client, or any unauthorized access to or use of LaborLawCenter Compliance Tools. If Client provides any information that is untrue, inaccurate, not current, or incomplete, or if We have reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, We have the right to suspend or terminate Client's Account and refuse any and all current or future use of the Website, Product, and/or Poster-Related Services (or any portion thereof). Client agrees not to create an Account using a false identity or information, or on behalf of someone other than Client or Client's authorized personnel. We reserve the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. Client agrees not to create an Account or use the LaborLawCenter Compliance Tools if Client has been previously removed by LaborLawCenter, or if Client has been previously banned from the Website.

D. Client is solely responsible for use of the LaborLawCenter Compliance Tools and Poster and Form Products in compliance with all applicable laws and regulations.

E. Client may not run or install any computer software or hardware on LaborLawCenter Compliance Tools or the OutSolve or LaborLawCenter networks or introduce any spyware, malware, viruses, Trojan Horses, Backdoors, or other software exploits.

F. Client recognizes that while the Poster and Form Products and Poster-Related Services include information on laws and regulations, neither OutSolve nor LaborLawCenter is providing Client with legal advice. Client assumes sole responsibility for decisions or opinions made by Client in the course of using the Website and/or LaborLawCenter Compliance Tools, Poster and Form Products,

and/or Poster-Related Services, and Client should contact a qualified attorney licensed to practice law in Client's state(s) if Client wants or requires legal advice.

G. Posting instructions are included and indicate, where applicable, exceptions to paper color and size. It is Client's responsibility to follow all applicable instructions and to print and display the Posters in a conspicuous location to be compliant with labor law posting requirements.

Section 4: Orders, Prices and Payment.

A. Order Acceptance. Client agrees that its order is an offer to buy, under these Poster Contract Terms, all Poster and Form Products and Poster-Related Services listed in its order. All orders must be accepted by Us or We will not be obligated to sell the Poster and Form Products or Poster-Related Services to Client. We may choose not to accept orders at our sole discretion, even after we send Client a confirmation email with its order number and details of the items Client has ordered.

B. Prices. All prices, discounts, and promotions posted on the Website are subject to change without notice. The price charged for a Poster and Form Product or Poster-Related Service will be the price in effect at the time the order is placed and will be set out in Client's order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to the order total and will be itemized in the shopping cart and order confirmation email. OutSolve and LaborLawCenter strive to display accurate price and availability information. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

C. Shipping. Depending on availability, physical Poster and Form Products purchased from Us will be shipped by the business day following the order date. Shipping cost is based on delivery to Client Location and is calculated according to the number of Poster and Form Products purchased. Orders will be subject to a UPS Ground Shipping standard delivery time of three to five business days, unless faster delivery is selected and paid for by Client at checkout. Orders received after 3 p.m. Pacific Standard Time will be reviewed the following business day. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

D. Payment. Credit cards will be billed upon placing the order. Client represents and warrants that (i) the credit card information supplied to Us is true, correct, and

complete, (ii) Client is duly authorized to use such credit card for the purchase, (iii) charges incurred by Client will be honored by Client's credit card company, and (iv) Client will pay charges incurred at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Website at the time of the order.

E. Order Cancellation and Returns.

(i) **Digital Poster and Form Products.** Digital poster and form products are not returnable or refundable.

(ii) **Physical Poster and Form Products.** If Client is not satisfied with a physical poster or form product that Client purchased, such product must be returned within 90 days of shipment. A refund of the purchase price (minus any applied discount) will be applied to the order. Shipping and handling charges are non-refundable, and Client is responsible for return shipping costs. All physical poster and form products returned must be in sellable condition, and We reserve the right to impose a 20% restocking fee on any product returns.

(iii) **Custom Poster and Form Products.** Customized orders are not returnable or refundable.

(iv) **Subscription Poster and Form Services.** Subscription poster and form services can be cancelled after start of term, but no refund provided.

Upon expiration or cancellation of a Subscription, Client's rights with respect to the Poster and Form Products and Poster-Related Services provided under the Subscription will end and stop all access to and use of the LaborLawCenter Compliance Plan.

We may, but are not required to, cancel, disable, or suspend Client's Subscription at any time if we believe in good faith that Client's actions or failure to act (including the action or failure of Authorized Users) may (i) pose a security risk or otherwise adversely impact the Website or the LaborLawCenter Compliance Tools, (ii) constitute or enable tampering with, removing, disabling or otherwise limiting the effectiveness of any technical protections, or (iii) not comply with these Poster Contract Terms. We have the right, but not the obligation, to immediately disable or suspend Client's access to and use of the Website, LaborLawCenter Compliance Tools, or Subscriptions. Unless We reasonably determine that immediate action is prudent, We will seek to notify Client of the planned disabling or suspension before it takes effect.

Section 5: Subscribed Locations for Subscription Service.

When ordering a Subscription, Client will identify the specific locations to be covered under the Subscription (**"Subscribed Locations"**) for each Subscription term. During a term, if a given Subscribed Location is physically moved to a new address within the same state, then the Subscription for the Subscribed Location can be transferred. A Subscription cannot be transferred from a closed Subscribed Location to a new location either inside or outside the current state.

Section 6: Intellectual Property Ownership.

The Website and its entire contents, features, functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), proprietary systems (including without limitation the software, code and source code, enhancements or modifications to software which comprise such systems), and any other Poster and Form Products and Poster-Related Services incorporated into or provided through the Website are owned by OutSolve and/or LaborLawCenter, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Client acknowledges and agrees that the Website and its contents (including without limitation the LaborLawCenter Compliance Tools) are provided under limited authorization and/or license, and not sold to Client. Client does not acquire any ownership interest in the Website or its contents (including without limitation the LaborLawCenter Compliance Tools) under these Poster Contract Terms, or any other rights thereto other than to use the Website or its contents in accordance with, and subject to all terms, conditions, and restrictions under these Poster Contract Terms. OutSolve, the LaborLawCenter, and their licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Website and all content, Poster and Form Products, Poster-Related Services, and materials made available to Client through the Website, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Poster Contract Terms. Proprietary systems under these Poster Contract Terms shall include but are not limited to: LaborLawCenter Compliance Tools, LaborLawCenter Dashboard, LaborLawCenter Compliance Check, LaborLawCenter Poster Check and the QR code on LaborLawCenter Posters, LaborLawCenter Display Check and the QR codes used with Display Check, Wall Check, Plan-o-grams, LaborLawCenter Poster Files, LaborLawCenter Update Grid, LaborLawCenter Alert and Notifier Programs, LaborLawCenter Internet Poster

Program, all integrations between LaborLawCenter systems to third-party tools for the purpose of delivering poster files or invoices, and the LaborLawCenter Download Center.

Section 7: Trademarks.

The OutSolve and LaborLawCenter word marks, our stylized OutSolve and LaborLawCenter logos, and all related names, logos, product and service names, designs, and slogans are trademarks of OutSolve and/or LaborLawCenter or our affiliates or licensors. Client agrees that it shall not use such marks without the prior written permission of OutSolve and/or LaborLawCenter. All other names, logos, product and service names, designs, and slogans on the Website or Poster and Form Products are the trademarks of their respective owners.

Section 8: Poster Guarantee.

A. LaborLawCenter guarantees that all Posters, physical or digital, comply with posting requirements for each jurisdiction's labor law(s) at the point and time of sale. LaborLawCenter does not provide any actual or implied guarantee regarding the compliance of a given Poster's terms after the time of sale as changes to posting requirements are not controlled by LaborLawCenter. If an issued Poster does not meet compliance at the time of sale, Client's sole remedy is to have the Poster replaced by Us with an updated Poster at no additional charge to the Client.

B. We guarantee that if a Client with a paid Subscription to the LaborLawCenter Compliance Plan receives a valid, final, and enforceable posting violation fine during a paid Subscription period and the violation fee was the result of inaccurate content on the latest-up-to-date Poster provided to Client by Us, We will pay the violation fine up to $35,000. This limited warranty does not apply to any violation fines or fees imposed for violation of posting requirements. THIS SECTION STATES THE LIMIT OF OUR LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT CLIENT IS ASSESSED WITH A VALID, FINAL AND ENFORCEABLE POSTING VIOLATON FINE.

Section 9: Privacy.

A Client's use of the Website and the LaborLawCenter Compliance Tools may involve the transmission to LaborLawCenter of certain personal information. Our

policies with respect to the collection and use of personal information are governed by Our Privacy Policies. Client has reviewed, understood and agreed to OutSolve's Privacy Policy (https://outsolve.com/privacy-policy) as well as the LaborLawCenter Privacy policy (https://www.laborlawcenter.com/privacy-policy-cookie-restriction-mode/).

Section 10: No Professional Advice.

The information provided through the LaborLawCenter Compliance Tools (including without limitation, any Subscription and the compliance data provided through a Subscription ("**Compliance Data**"), is not and shall not be construed as legal, regulatory, tax, accounting, or other professional advice or sufficient to satisfy any legal, regulatory, tax, accounting, or other professional requirements. Such information has been obtained from sources LaborLawCenter believes to be reliable; however, except as expressly provided, no guarantee is made or implied with respect to its accuracy, timeliness or completeness, and all such information is subject to change without notice. Client shall conduct its own due diligence and seek the assistance and advice of a qualified legal, tax or accounting professional, and Client assumes sole responsibility for decisions or opinions made by Client in the course of using any of the LaborLawCenter Compliance Tools.

Section 11: Client Locations and Data.

Client represents that all Client Data is correct as of the date of any order. Client shall either promptly provide to Us any revisions to such Client Data occasioned by relocation, changes in personnel or other information provided in the order or make updates to Client Locations, Subscribed Locations, and/or Client Data via LaborLawCenter' on-line tools. Client is solely responsible for selecting and providing to Us the Client Locations and Subscribed Locations it elects to be included in Client's Subscriptions or orders. Client acknowledges that We have no responsibility for missing or incorrect information regarding Client Locations or Subscribed Locations or for Client Locations or Subscribed Locations that Client does not include in Client's Subscription or order. Client acknowledges that the Compliance Data provided to Client through a Subscription is dependent upon accurate and up-to-date Client Data and Subscribed Locations.

Section 12: Limited Warranty.

EXCEPT AS SPECIFICALLY PROVIDED IN THESE POSTER CONTRACT TERMS, AND ANY EXPRESS WARRANTIES SET FORTH IN ANY ADDITIONAL AGREEMENT OR SPECIAL TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS WEBSITE, ITS CONTENT AND ALL TOOLS, PRODUCTS AND SERVICES

OBTAINED THROUGH THE WEBSITE ARE PROVIDED TO CLIENT "AS IS" AND ON AN "AS AVAILABLE" BASIS. OUTSOLVE AND LABORLAWCENTER EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND DISCLAIM ALL RESPONSIBILITY FOR ANY LOSS OR CLAIM OF ANY KIND RELATING IN ANY WAY TO THE USE OF THE TOOLS, PRODUCTS, SERVICES OR ANY CONTENT CONTAINED THEREIN, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER OUTSOLVE, LABORLAWCENTER, NOR ANY PERSON ASSOCIATED WITH OUTSOLVE OR LABORLAWCENTER MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER OUTSOLVE, THE LABORLAWCENTER, NOR ANYONE ASSOCIATED WITH EITHER OF THEM REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY PRODUCTS, SERVICES OR TOOLS OBTAINED THROUGH THE WEBSITE WILL BE ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR ANY TOOLS, PRODUCTS OR SERVICES OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET CLIENT'S NEEDS OR EXPECTATIONS.

LaborLawCenter strives to provide a reliable and useful experience when using the Website, but We do not guarantee that the Website or LaborLawCenter Compliance Tools will be available at any specific time and will not be liable for any reason if Client cannot access the Website. Client understands and agrees that We cannot and do not guarantee or warrant that Poster and Form Products or other files available for downloading from the internet or the Website will be free of viruses or other destructive code. Client is responsible for implementing sufficient procedures and checkpoints to satisfy Client's particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to Our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, NEITHER OUTSOLVE NOR LABORLAWCENTER WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT CLIENT'S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO CLIENT'S USE OF THE WEBSITE, OR ANY TOOLS, PRODUCTS OR SERVICES OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY PRODUCT OR MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

Section 13: **Force Majeure.**

We will not be liable or responsible to Client, nor be deemed to have defaulted or breached these Poster Contract Terms, for any failure or delay in our performance under these Poster Contract Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown, or power outage.

Section 14: Governing Law; Jurisdiction and Venue.

These Poster Contract Terms shall be governed by and construed under the laws of the State of Delaware. Each of the parties consents and agrees that all legal proceedings relating to the subject matter of these Poster Contract Terms shall be maintained in courts sitting within the State of Delaware, and that jurisdiction and venue for such proceedings shall lie exclusively with such courts. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective party at the address at which it is to receive notice as provided herein.

Section 15: Limitation on Time to File Claims.

ANY CAUSE OF ACTION OR CLAIM CLIENT MAY HAVE ARISING OUT OF OR RELATING TO THESE POSTER CONTRACT TERMS, THE WEBSITE, OR A SUBSCRIPTION OR PURCHASE OF ANY PRODUCT OR SERVICE FROM THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY TIME-BARRED.

Section 16: Limitation on Damages.

Under no circumstances shall either party be liable to the other for loss of profit, downtime, loss of use, loss of revenue or for indirect, special, incidental, exemplary, punitive or consequential damages of any sort (collectively and severally "Consequential Damages"), and each of Client, OutSolve, and LaborLawCenter hereby release each other from and against any and all claims for Consequential Damages incurred, asserted, or claimed to arise out of Poster-

Related Sales and Website Usage. FURTHER, IN NO EVENT SHALL A PARTY'S TOTAL, CUMULATIVE LIABILITY TO THE OTHER FOR POSTER-RELATED SALES AND/OR WEBSITE USAGE EXCEED THE AMOUNT PAID OR PAYABLE BY CLIENT FOR POSTER-RELATED SALES AND WEBSITE USAGE. The provisions of this Section 19 shall apply irrespective of the basis of the claim, whether in equity or at law, in contract or in tort (including negligence or other fault), whether arising directly or indirectly from the performance or non-performance of Poster-Related Sales contracts and/or usage of the Website, whether or not the loss or damage was foreseeable and shall survive the performance or earlier termination of any contract for Poster-Related Sales and/or Website Usage.

Section 17: Waiver and Severability.

No waiver by Us of any term or condition set forth in these Poster Contract Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Us to assert a right or provision under these Poster Contract Terms shall not constitute a waiver of such right or provision. If any provision of these Poster Contract Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Poster Contract Terms will continue in full force and effect.

Section 18: Entire Agreement.

These Poster Contract Terms and the Privacy Policy incorporated herein constitute the sole and entire agreement between Client and Us with respect to the Website, Posters, Poster and Form Products, and Poster-Related Services, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website, Posters, Poster and Form Products, and Poster-Related Services.

In the event of conflict between these Poster Contract Terms and the Service Order for Posters, Poster and Form Products, and/or Poster-Related Services, then the Service Order shall take precedence.