MASTER SERVICES & LICENSE AGREEMENT

(MSLA)

THIS MASTER SERVICES AND LICENSE AGREEMENT GOVERNS CUSTOMER'S USE OF HSI SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

HSI's direct competitors are prohibited from accessing the Services, except with HSI's prior written consent.

This Agreement was last updated on January 29, 2026. It is effective between Customer and HSI as of the date of Customer's accepting this Agreement (the "Effective Date".)

1. DEFINITIONS

"**Affiliate**" means a entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
"**Agreement**" means this Master Services & License Agreement.
"**Customer**" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.
"**Customer Data**" means electronic data and information – including content, submitted by or for Customer to the Services.
"**Intellectual Property**" means HSI hereby grants to Customer a nonexclusive, non-transferable, limited, royalty-free license to use the Content and Platform along with other products and services summarized in the Order Form, during the stated Period of Agreement. Except as specifically set forth in this agreement, nothing contained in this agreement shall by express grant, implication, estoppel, or otherwise, create in Customer any right, title, interest, or license in or to the inventions, patents, trade secrets, technical data, logos, graphics, icons and images, videos, other content, computer software, or software documentation(collectively HSI Intellectual Property) of HSI, its Affiliated Companies, or its third party licensors, as the case may be. HSI, as the case may be, retain exclusive title, copyright, and all Intellectual Property rights in and to the Content and Platform.
"**Licensed Services**" means Services that Customer or Customer's Affiliate licenses use under an Order Form or online purchasing portal.
"**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.
"**Marketplace**" means an online directory, catalog or marketplace of content that interoperate with the Services,
"**Non-HSI Application**" means Web-based, mobile, offline or other software functionality that interoperates with a platform solution capability module, that is provided by Customer or a third

party and/or listed on a Marketplace or under similar designation. Non-HSI Applications, other than those obtained or provided by Customer, will be identifiable as such.
"**Order Form**" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and HSI or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.
"**Services**" means web-based platform and solution capability modules licensed for use by Customer under an Order Form or online purchasing portal and made available online by HSI, including associated HSI offline or mobile components. "Services" exclude Non-HSI Applications which may interact via an application program interface (API) or published open web-service interface protocols.
"**HSI**" means the HSI company described in the "HSI Contracting Entity, Notices, Governing Law, and Venue" section below and/or as signatory on the Order Form.
"**User**" means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription and to whom Customer has supplied subscription platform access credentials. Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. HSI RESPONSIBILITIES

1. **Provision of Licensed Services.** HSI will (a) make the Services available to Customer pursuant to this Agreement, and the applicable Order Forms and exhibits, (b) provide applicable HSI standard support for the Licensed Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which HSI shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond HSI's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving HSI employees), Internet service provider failure or delay, Non-HSI Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to HSI's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's and Users' use of the Services in accordance with this Agreement and the applicable Order Form.

2. **Protection of Customer Data.** HSI will maintain appropriate 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, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users.) The terms of a data processing addendum ("DPA") may be used and hereby incorporated by reference. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by HSI, its Processor Binding Corporate Rules and/or the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its

applicable Affiliates are each the data exporter, and Customer's acceptance of this Agreement, and an applicable Affiliate's execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, HSI will make Customer Data available to Customer for export or download. After such 30-day period, HSI will have no obligation to maintain or provide any Customer Data will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.

3. **HSI Personnel.** HSI will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with HSI's obligations under this Agreement, except as otherwise specified in this Agreement.

4. **Beta Services.** From time to time, HSI may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion. Any use of Beta Services is subject to the Beta Services terms under separate Agreement.

3. USE OF SERVICES

1. **Subscriptions.** Unless otherwise provided in the applicable Order Form, (a) Services and access to the platform solution capability modules are licensed as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by HSI regarding future functionality or features.

2. **Usage Limits.**

   The Services and licensed platform capability modules are subject to the usage limits specified in the applicable Order Form(s) ("Usage Limits"). Customer shall use the Services in accordance with such Usage Limits. If Customer exceeds any Usage Limits ("Overage"), HSI will notify Customer and the parties will work in good faith to address the excess usage.

   In the event of an Overage, Customer shall elect one of the following options:

   (a) Overage Payment: Pay for the excess usage in arrears at the applicable overage or standard rates in accordance with the Invoicing and Payment section; or

   (b) Forward Commitment: Commit to purchasing additional quantities (e.g., seats or other applicable units) effective as of the start of the next contractual year via an amendment to the applicable Order Form, in which case Customer will not be charged for the prior Overage and will only pay for such increased quantities on a prospective basis.

Customer agrees to promptly confirm its election and, where applicable, execute any required amendment to the Order Form.

3. **Customer Responsibilities.** Customer will (a) be responsible for Users' compliance with this Agreement and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-HSI Applications with which Customer uses Services , (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Marketplace, and notify HSI promptly of any such unauthorized access or use, (d) use Services only in accordance with this Agreement, Order Forms and applicable laws and government regulations, (e) comply with terms of service of any Non-HSI Applications with which Customer uses Services. Any use of the Services in breach of the foregoing by Customer or Users that in HSI's judgment threatens the security, integrity or availability of HSI's services, may result in HSI's immediate suspension of the Services, however HSI will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

4. **Restrictions of Use of Artificial Intelligence (AI).** The Customer shall not, and shall cause its affiliates, employees, contractors, agents, and any third parties acting on its behalf not to, use, incorporate, or permit the use of any Artificial Intelligence (including but not limited to machine learning models, generative AI systems, or similar technologies) to edit, supplement, alter, modify, or otherwise manipulate any of HSI's Intellectual Property (as defined in this Agreement), including but not limited to content, data, materials, works, or derivatives thereof, without the consent of HSI which shall be expressly given in an amendment or other such similar agreement. Furthermore, the Customer shall not input, feed, upload, or otherwise provide HSI's Intellectual Property to any Large Language Model (LLM), artificial neural network, or similar AI system for purposes of training, fine-tuning, inference, generation, or any other processing that could result in the reproduction, derivation, or dissemination of HSI's Intellectual Property or any outputs incorporating elements thereof.

5. **Permitted AI Use.** Notwithstanding the foregoing, the Customer may use Artificial Intelligence solely to leverage HSI's metadata (as provided or generated under this Agreement) for the limited purpose of enhancing user discoverability and usage analytics, provided that such use does not involve, require, or result in any editing, supplementation, alteration, or incorporation of HSI's Intellectual Property into the AI system or its outputs. Any such permitted use must comply with all applicable data privacy laws and the confidentiality obligations under this Agreement, and the Customer shall promptly notify HSI of any such implementation upon request.

6. **Breach and Remedies.** Any violation of this Section shall constitute a material breach of this Agreement, entitling HSI to immediate injunctive relief, termination of this Agreement with notice, and recovery of all actual damages

7. **Usage Restrictions.** Customer will not (a) make any Service available to anyone other than Customer or Users, or use any Service for the benefit of anyone other than Customer or its

Affiliates, unless expressly stated otherwise in an Order Form, (b) sell, resell, license, sublicense, distribute, rent or lease any Service , or include any Service in a service bureau or outsourcing offering, (c) use a Service or Non-HSI Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-HSI Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of HSI Intellectual Property except as permitted under this Agreement, an Order Form, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) copy any Intellectual Property except as permitted herein or in an Order Form, (j) frame or mirror any part of any Service , other than framing on Customer's own intranets or otherwise for its own internal business purposes, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

8. **Removal of Customer Data and Non-HSI Applications.** If Customer receives notice, including from HSI, that Customer Data or a Non-HSI Application may no longer be used or must be removed, modified and/or disabled to avoid violating applicable law or third-party rights, Customer will promptly do so. If Customer does not take required action, including deleting any Customer Data, Customer may have downloaded from the Services, in accordance with the above, or if in HSI's judgment continued violation is likely to reoccur, HSI may disable the applicable Customer Data, Service and/or Non-HSI Application. If requested by HSI, Customer shall confirm deletion and discontinuance of use of such Customer Data and/or Non-HSI Application in writing and HSI shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In addition, if HSI is required by any third-party rights holder to remove Customer Data or receives information that Customer Data provided to Customer may violate applicable law or third-party rights, HSI may discontinue Customer's access to Customer Data through the Services.

4. NON-HSI PRODUCTS AND SERVICES

1. **Non-HSI Products and Services.** HSI or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-HSI Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-HSI provider, product or service is solely between Customer and the applicable Non-HSI provider. HSI does not warrant or support Non-HSI Applications or other Non-HSI products or services, whether or not they are designated by HSI as "certified" or otherwise, unless expressly provided otherwise in an Order Form. HSI is not responsible

for any disclosure, modification or deletion of Customer Data resulting from access by such Non-HSI Application or its provider.

2. **Integration with Non-HSI Applications.** The Services may contain features designed to interoperate with Non-HSI Applications. HSI cannot guarantee the continued availability of such Service features and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-HSI Application ceases to make the Non-HSI Application available for interoperation with the corresponding Service features in a manner acceptable to HSI.

5. FEES AND PAYMENT

1. **Fees**. Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

2. **Invoicing and Payment**. Customer may provide HSI with valid and updated credit card or banking draft information. If Customer provides credit card or banking information to HSI, Customer authorizes HSI to charge such credit card or bank account for all Licensed Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the "Term of Purchased Subscriptions" section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card or bank draft, HSI will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to HSI and notifying HSI of any changes to such information.

3. **Overdue Charges**. If any invoiced amount is not received by HSI by the due date, then without limiting HSI's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) HSI may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.

4. **Suspension of Service and Acceleration**. If any charge owing by Customer under this or any other agreement for services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts Customer has authorized HSI to charge to Customer's credit card), HSI may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, HSI will give Customer at least 10 days' prior notice that its account is overdue, in

accordance with the “Manner of Giving Notice” section below for billing notices, before suspending services to Customer.

5. **Payment Disputes**. HSI will not exercise its rights under the “Overdue Charges” or “Suspension of Service and Acceleration” section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

6. **Taxes**. HSI's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”.) Customer is responsible for paying all Taxes associated with its purchases hereunder. If HSI has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, HSI will invoice Customer and Customer will pay that amount unless Customer provides HSI with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, HSI is solely responsible for taxes assessable against it based on its income, property and employees.

6. PROPRIETARY RIGHTS AND LICENSES

1. **Reservation of Rights**. Subject to the limited rights expressly granted hereunder, HSI, its Affiliates, its licensors and Marketplace Providers reserve the right, title and interest in and to the Services, including all of the related Intellectual Property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

2. **Access to and Use of Services.** Customer has the right to access and use applicable Services subject to the terms of applicable Order Forms and this Agreement.

3. **License by Customer to HSI.** Customer grants HSI, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-HSI Applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for HSI to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Non-HSI Application with a Service, Customer grants HSI permission to allow the Non-HSI Application and its provider to access Customer Data and information about Customer’s usage of the Non-HSI Application as appropriate for the interoperation of that Non-HSI Application with the Service. Subject to the limited licenses granted herein, HSI acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-HSI Application or such program code.

4. **License by Customer to Use Feedback**. Customer grants to HSI and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of HSI’s or its Affiliates’ services.

5. **Customer Ownership.** As between HSI and Customer, the Customer owns all rights, title and interest in and to: (a) all Customer data and (b) any information supplied by the Customer to HSI as may be specified in any Order Form (collectively, Customer materials). The Customer grants HSI a non-exclusive, non-transferable, royalty free, non-sub-licensable (except as needed for the provision of Services or as set forth herein) worldwide right to access and use Customer materials solely to provide the Services to the Customer at Customer's request. HSI and its Affiliates may use Customer material in an anonymized and aggregated manner, as permitted under applicable law, to improve the Services and for other business purposes in connection with the products and services offered by HSI. No other rights or implied licenses in Customer materials are granted to HSI other than as expressly set forth herein.

6. **Federal Government End Use Provisions.** HSI provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

7. CONFIDENTIALITY

1. **Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of HSI includes the Services and Intellectual Property (including underlying workflow, content and data), and the terms and conditions of this Agreement and all Order Forms (including pricing.) Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional HSI services.

2. **Protection of Confidential Information**. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, HSI may disclose the terms of this Agreement and any applicable Order Form to a contractor or Non-HSI Application Provider to the extent necessary to perform HSI's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

3. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

4. **General Data Protection Regulation (GDPR)** The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and HSI is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). The scope, nature and purpose of processing by HSI, the duration of the processing and the types of Customer data (as defined in the Data Protection Legislation, Customer Data) and categories of Data Subject are set out in the HSI's Privacy Policy on its website. Without prejudice to the generality of this clause, HSI shall, in relation to any Customer Data processed in connection with the performance by HSI of its obligations under this agreement:

    1. process that Customer Data only on the written instructions of the Customer unless HSI is required by Applicable Laws to otherwise process that Customer Data. Where HSI is relying on laws of a member of the European Union or European Union law as the basis for processing Customer Data, HSI shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit HSI from notifying the Customer;

2. ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Customer Data and against accidental loss or destruction of, or damage to, Customer Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting Customer Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Customer Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it);

3. ensure that all personnel who have access to and/or process Customer Data are obliged to keep the Customer Data confidential; and

4. not transfer any Customer Data outside the UK or European Economic Area unless the following conditions are fulfilled:

    1. the Customer or HSI has provided appropriate safeguards in relation to the transfer;

    2. the data subject has enforceable rights and effective legal remedies;

    3. HSI complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Customer Data that is transferred; and

    4. HSI complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Customer Data;

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

HSI Warranties. HSI warrants that during an applicable subscription term (a) this Agreement, the Order Forms will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) HSI will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the Agreement, and (d) subject to the "Integration with Non-HSI Applications" section above, HSI will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. MUTUAL INDEMNIFICATION

1. **Indemnification by HSI.** HSI will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by HSI in writing of, a Claim Against Customer, provided Customer (a) promptly gives HSI written notice of the Claim Against Customer, (b) gives HSI sole control of the defense and settlement of the Claim Against Customer (except that HSI may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives HSI all reasonable assistance, at HSI's expense. If HSI receives information about an infringement or misappropriation claim related to a Service, HSI may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching HSI's warranties under "HSI Warranties" above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (II) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by HSI, if the Services or use thereof would not infringe without such combination; (III) a Claim Against Customer arises from Services under an Order Form for which there is no charge; or (IV) a Claim against Customer arises from Services, a Non-HSI Application or Customer's breach of this Agreement or applicable Order Forms.

2. **Indemnification by Customer.** Customer will defend HSI and its Affiliates against any claim, demand, suit or proceeding made or brought against HSI arising from Customer's breach of this agreement, misuse or malicious use of the Content or Platform or any internet site linked to or from the Content and also claims by a third party (a) alleging that the combination of a Non-HSI Application or configuration provided by Customer and used with the Services, infringes or misappropriates such third party's intellectual property rights, or (b) arising from (i) Customer's use of the Services in an unlawful manner or in violation of the Agreement or Order Form, (ii) any Customer Data or Customer's use of Customer Data with the Services, or (iii) a Non-HSI Application provided by Customer(each a "Claim Against HSI"), and will indemnify HSI from any damages, attorney fees and costs finally awarded against HSI as a result of, or for any amounts paid by HSI under a settlement approved by Customer in writing of, a Claim Against HSI, provided HSI (a) promptly gives Customer written notice of the Claim Against HSI, (b) gives Customer sole control of the defense and settlement of the Claim Against HSI (except that Customer may not settle any Claim Against HSI unless it unconditionally releases HSI of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against HSI arises from HSI's breach of this Agreement or applicable Order Forms.

3. **Exclusive Remedy.** This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

10. LIMITATION OF LIABILITY

1. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

2. **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. TERM AND TERMINATION

1. **Term of Agreement.** This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

2. **Term of Subscriptions.** The initial term of this license shall begin on the beginning date of the period of agreement and will continue through the last date of the period of agreement except as separately noted for any particular products or services in the Order Form. After the initial term of this license, this Agreement shall automatically renew for successive one (1) year periods, unless either party notifies the other party in writing of its intent to terminate this Agreement at least sixty (60) days prior to the expiration of the then Period of Agreement. The Fees during any automatic renewal term will increase by 5% for the applicable product or service in the immediately prior agreement term unless the pricing in the prior term was designated on the relevant Order Form as promotional or one-time. The number of Users subscribed during any automatic renewal term shall be the number of Users subscribed at the end of the previous term.

3. **Termination.** A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

4. **Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with the "Termination" section above, HSI will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by HSI in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to HSI for the period prior to the effective date of termination.

5. **Surviving Provisions.** The sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Removal of Customer Data and Non-HSI Applications," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Protection of Customer Data" will survive any termination or expiration of this Agreement for so long as HSI retains possession of Customer Data.

12. GENERAL PROVISIONS

1. **Export Compliance.** The Services, other HSI technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. HSI and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any User to access or use any Service in a U.S.-embargoed country or region (currently the Crimea, Luhansk or Donetsk regions, Cuba, Iran, North Korea, or Syria) or as may be updated from time to time on the OFAC website or in violation of any U.S. export law or regulation.

2. **Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

3. **Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between HSI and Customer regarding Customer's use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void and non-binding on HSI. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

4. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

5. **Publicity.** If You enter into this Agreement, You agree that HSI may disclose to the public that You are a paying user of the Content and/or Platform. You further agree that HSI may reference You on the customer section of HSI's website and in other marketing materials and presentations until such time as Your use of the Content and/or Platform is discontinued.

6. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

7. **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

8. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

9. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, HSI will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10. **Force Majeure**. Neither party shall be in default by reason of any failure in the performance of this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such party, including but not limited to, third-party computer or telecommunications equipment or software failures, default by subcontractors or suppliers, acts of God or of the public enemy, domestic or foreign governmental acts, labor, fire, flood, epidemic, pandemic and/or strikes.

11. **HSI Contracting Entity, Notices, Governing Law, and Venue.** The HSI entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled.

    1. **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c) except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer.

All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.

2. **Agreement to Governing Law and Jurisdiction.** Each party agrees to the applicable governing law listed in the table below without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts listed in the table below.

For Customers domiciled in North or South America

If Customer is domiciled in:	The HSI entity entering into this Agreement is:	Notices should be addressed to:	Governing Law:	Courts with exclusive jurisdiction are:
Any country other than Canada	HSI Workplace Compliance Solutions, Inc. a Washington corporation	HSI Attn: Legal Contract Notice 6136 Frisco Square Blvd; Ste 285 Frisco, Texas 75034	Texas and controlling United States federal law	Collin County, Texas U.S.A.
Canada	HSI Canada Workplace Compliance Solutions, Ltd.	HSI Attn: Legal Contract Notice 6136 Frisco Square Blvd; Ste 285 Frisco, Texas 75034	Texas and controlling United States	Toronto, Ontario, Canada

For Customers domiciled in Europe, the Middle East or Africa

If Customer is domiciled in:	The HSI entity entering into this Agreement is:	Notices should be addressed to:	Governing Law:	Courts with exclusive jurisdiction are:
Any country other than United Kingdom	HSI Skillko Ltd, a limited liability company incorporated in Ireland	HSI Attn: Legal Contract Notice 6136 Frisco Square Blvd; Ste 285 Frisco, Texas 75034	Ireland	Dublin
United Kingdom	HSI UK PTY Ltd or HSI HandsHQ Ltd.	HSI Attn: Legal Contract Notice 6136 Frisco Square Blvd; Ste 285 Frisco, Texas 75034	England	London, England
If Customer is domiciled in:	**The HSI entity entering into this Agreement is:**	**Notices should be addressed to:**	**Governing law is:**	**Courts with exclusive jurisdiction are:**
Australia or New Zealand	HSI APAC Pty Ltd d/b/a HSI Donesafe	HSI Attn: Legal Contract Notice 6136 Frisco Square Blvd; Ste 285 Frisco, Texas 75034	New South Wales, Australia	New South Wales, Australia
Asia or the Pacific Rim	HSI APAC Pty Ltd d/b/a HSI Donesafe	HSI Attn: Legal Contract Notice 6136 Frisco Square Blvd; Ste 285 Frisco, Texas 75034	New South Wales, Australia	New South Wales, Australia

Entire Agreement and Order of Precedence. This Agreement is the entire agreement between HSI and Customer regarding Customer's use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of

contract as provided in this Agreement. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, (3) applicable contract exhibits. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

The parties agree to the following based on jurisdiction.

Local Law Requirements: United Kingdom. With respect to Customers domiciled in the United Kingdom.

EU Data Act Terms: Law Requirements for Customers domiciled in EU/EEA

The following EU Data Act Terms ("EU Data Act Terms") govern all Switching and/or Deletion Requests made by a Customer (as defined below) pursuant to *Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 concerning harmonized rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828* (the "**Data Act".**)

1. **Request Process**. A Customer who is domiciled in a member state of the EU/EEA, may complete a request at any time during a subscription term with a 2-month notification period, either to: (a) switch a Service and migrate its Customer Data to a different third party service provider or to its own on-premise infrastructure ("Switching Request"); and/or (b) delete its Customer Data from a Service ("Deletion Request".)

    1. **Switching Request.** HSI will support the Customer's Switching Request in accordance with the Data Act by providing Customer the related instructions, or as otherwise indicated by HSI in the Documentation, for Customer to export Customer Data within 30 calendar days after the end of the 2-month notification period from the date HSI receives a fully completed Switching Request ("Transition Period".)

HSI will inform Customer within 14 business days of receiving a Switching Request if the Transition Period is technically unfeasible, providing a reasonable explanation for such technical limitations and an alternative Transition Period for the Customer to export their Customer Data, which shall not exceed 7 months.

Customer shall have the right to ask for an alternative Transition Period at the time of the request, that is reasonably appropriate under the circumstances, which shall not exceed 7 months.

Throughout the switching process and in accordance with the Agreement, HSI will provide reasonable assistance, act with due care to maintain business continuity and maintain the agreed level of security.

HSI may inform Customer about any known risks to the continuity in the provision of the Services and/or technical limitations as a result of the Switching once the Switching Request is submitted or as otherwise indicated by HSI.

Customer shall notify HSI once the export of Customer Data is completed via billing@hsi.com.

2. **Deletion Request.** HSI will support a Customer's Deletion Request to the extent permitted by applicable law, by deleting the Customer Data of the in-scope Service(s) in accordance with the procedures and timeframes specified in the Security, Privacy and Architecture Documentation applicable to the specific Services, as updated from time to time, and accessible via HSI's Trust and Compliance webpage or as otherwise made reasonably available by HSI.

2. **Termination.** The Order Form(s) will automatically terminate either: 1) for Switching Request(s) upon Customer's notifying HSI in writing about the successful export of Customer Data in accordance with section (1) (a) above (in the absence of formal notification by Customer as indicated above, the switching will be deemed successful at the end of the Transition Period or Alternative Period), or 2) for Deletion Request(s), 2 months after HSI has received the Deletion Request (the "**Termination Date"**.)

   For the avoidance of doubt, such termination will not relieve Customer of its obligation to pay any fees due to HSI for the period prior to the Termination Date of the relevant Order Form. Customer must pay any outstanding subscription fees covering the remainder of the term of the relevant Order Form(s) as an early termination fee. HSI will not charge any other fees or penalties.

   HSI will continue to provide the Services in accordance with the Agreement until the Termination Date or until the end of the subscription period.

3. **Exclusions.** In accordance with the Data Act, Switching or Deletion Requests will not be accepted for Beta Services as defined in the Agreement or, if not defined in the Agreement, as defined in this Master Services & License Agreement or for any Service that has been provided by HSI for a limited period of time specifically for testing and evaluation purposes (such as a sandbox.)

4. **Indemnification**. Several legal entities may be entitled to purchase or use Services under the Agreement (including without limitation Customer's Affiliates and Users) and such entities other than the Customer making the request could therefore be impacted by the Switching Request or Deletion Request in accordance with this section ("Impacted Parties".) It is the Customer's sole responsibility to ensure that Customer has all rights and permissions concerning the Switching or the Deletion Requests and the Customer Data before exercising its rights hereunder.

   Customer will defend HSI and its Affiliates against any claim, demand, suit or proceeding made or brought against HSI by Impacted Parties (a) alleging that the Switching or Deletion Request infringes such Impacted Party's rights or licenses and will indemnify HSI from any damages, attorney fees and costs finally awarded against HSI as a result of, or for any amounts paid by HSI under a settlement approved by Customer in writing of, such a claim against HSI, provided HSI (A) promptly gives Customer written notice of such a claim against HSI, (B) gives Customer sole control of the defense and settlement of such a claim against HSI (except that Customer may not settle any such claim against HSI unless it unconditionally releases HSI of all liability), and (C) gives Customer all reasonable

assistance, at Customer's expense. The above defense and indemnification obligations do not apply if such a claim against HSI arises from HSI's breach of this Agreement, the Documentation or applicable Order Forms.

5. **Liability**. HSI shall not be liable for any damages, losses, costs, or expenses arising out of or in connection with the Switching and/or the Deletion Request. This exclusion of liability includes, but is not limited to, any issues related to Customer Data integrity or loss, system downtime, compatibility issues, or any other disruptions or failures that may occur during or as a result of the Switching and/or the Deletion Request. The Customer assumes full responsibility for the successful Switching or deletion of Customer Data.

6. **United Kingdom - Right to Work Compliance**

   Where Customer engages any employee, worker, contractor, subcontractor or other individual to perform services in connection with this Agreement within the United Kingdom, Customer shall:

   1. conduct and maintain all right to work checks required under applicable UK immigration and employment legislation before such individual commences work and throughout any period required by law;
   2. maintain appropriate records demonstrating compliance with such right to work obligations and provide written confirmation of compliance upon HSI's reasonable request;
   3. not subcontract any services without HSI's prior written consent and shall ensure any approved subcontractor is subject to equivalent right to work compliance obligations;
   4. permit HSI, upon reasonable notice, to audit or otherwise verify compliance with this clause;
   5. promptly notify HSI of any actual or suspected breach of right to work requirements or illegal working identified in connection with the services;
   6. cooperate fully with HSI and any competent authority, including the UK Home Office, in relation to any investigation concerning right to work compliance or illegal working.

HSI reserves the right to suspend or terminate affected services, or this Agreement, where Customer fails to comply with the obligations set out in this clause or where illegal working is identified.

Archived versions of HSI terms and conditions

- August 6, 2025
- October 1, 2024
- February 15, 2023

- May 27, 2022
- February 17, 2022
- June 23, 2021
- May 17, 2021
- December 7, 2020
- March 18, 2020
- December 2, 2019
- August 8, 2019
- July 13, 2018
- June 8, 2018

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