



EXHIBIT A
SAAS TERMS OF SERVICE

These SaaS Terms of Service (“**SaaS Terms of Service**”) are part of the Master Agreement. These SaaS Terms of Service set forth the terms and conditions under which Terryberry will provide and maintain the Subscription Services (as defined below) Products and the Walker Tracker Cloud Services Products (the “**WT Cloud Services**”) (collectively, the “**SaaS Products**”) to Customer, each Party’s responsibilities hereunder, and the fees related thereto. If there is a conflict between the terms of this Exhibit A and the General Terms, this Exhibit A shall govern with respect to the SaaS Products described herein. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Agreement. If Customer is located in the United States of America, these SaaS Terms of Service and the General Terms as it applies to this Exhibit shall be construed to be contracted solely by and between Customer and Terryberry Company, LLC. If Customer is located in the UK or EEA, these SaaS Terms of Service and the General Terms as it applies to this Exhibit shall be construed to be contracted solely by and between Customer and Terryberry Company Ltd.

1. ACCESS AND USE

- 1.1. Subscription Service.** Subject to the terms and conditions herein, Terryberry grants to Customer the right during the term of the General Terms and/or this Exhibit to access and use (i) the web-based the 360 Rewards Platform software-as-a-service platform(s) expressly set forth in the Order (“**Subscription Service**”) for use and/or (ii) the WT Cloud Services software-as-a-service platform(s) expressly set forth in the Order for Customer’s own internal business purposes. Customer may exercise its right set forth in this Section 1.1 via its Authorized Users. Where applicable, the number of Authorized Users authorized to use the Subscription Service will be set forth in the Order. If the number of Authorized Users exceeds the limit set forth in the Order, additional fees will apply.
- 1.2. Use Restrictions.** Customer will not directly or indirectly through any Affiliate (defined below), User or other third party: (a) use the SaaS Product outside the permitted scope set forth in Section 1.1 of this Exhibit A or for any purpose other than its own internal business purposes; (b) exceed the subscribed quantities, Authorized Users or other entitlement measures of the SaaS Product as set forth in the applicable Order; (c) use or access the SaaS Product in violation of any Applicable Law; (d) copy or reproduce the SaaS Product or the Documentation except as permitted under the General Terms and/or this Exhibit (e) sell, resell, license, sublicense, rent, lease, transfer, time-share, distribute, redistribute, assign or otherwise commercially exploit or transfer the rights granted to Customer under the General Terms and/or this Exhibit, or otherwise make the SaaS Product available to any third party, except as expressly set forth herein; (f) send, store, submit or upload libelous, unlawful or tortious material on or to the SaaS Product; (g) send, store, submit or upload malicious or harmful code on or to the SaaS Product; (h) interfere with or disrupt the integrity or performance of the cloud environment where the SaaS Product is deployed or the SaaS Products themselves; (i) attempt to circumvent security restrictions or protocols for the cloud environment where the SaaS Product is deployed; (j) modify, disassemble, duplicate, or reverse engineer the SaaS Product, in whole or in part; (k) except to the limited extent applicable laws specifically prohibit such restriction, decompile, attempt to derive the source code or underlying ideas or algorithms of any part of the SaaS Product, attempt to recreate the SaaS Products or use SaaS Products for any competitive or benchmark purposes; (l) create, translate or otherwise prepare derivative works based upon the SaaS Products, Documentation or Terryberry Intellectual Property; (m) attempt to gain unauthorized access to the SaaS Products or its related systems or networks, or perform unauthorized penetrating testing on the SaaS Products; (n) use the SaaS Products in a manner that infringes on the Intellectual Property rights, publicity rights, or privacy rights of any third party, (o) disclose the results of any benchmarking test done by Terryberry or otherwise allowed by Terryberry; (p) remove or modify any proprietary markings or notices on Terryberry Services, Documentation, or other materials delivered by Terryberry in the performance of its obligations hereunder; (q) (k) store in or process with the SaaS Products any personal health data, credit card data, personal financial data or other such sensitive regulated data not required or allowed by the Documentation, or any Customer Data that is subject to the International Traffic in Arms Regulations maintained by the United States Department of State.
- 1.3. Use Verification.** During the term of the General Terms and/or this Exhibit A, Terryberry will have the right, at its own expense, to monitor the use of the SaaS Product for purposes of measuring and reporting on usage, and Customer will respond to any reasonable inquiries from Terryberry to assess the actual scope of Customer’s use of the SaaS Product.
- 1.4. Subscription Service Updates.** Customer acknowledges that Terryberry reserves the right at any time, or from time to time, with or without notice, to update, change or remove the content, functionality, or user interface of the SaaS Product at Terryberry’s sole discretion.
- 1.5. Documentation License.** Subject to payment of all applicable fees set forth in the Order and the terms and conditions of the Master Agreement and this Exhibit, Terryberry grants Customer, during the Subscription Term, a non-exclusive, non-sublicensable, non-transferable license for Customer’s Authorized Users to use the

Documentation during the Subscription Term solely for Customer's and its Affiliates' internal business purposes in connection with use of the WT Cloud Services.

- 1.6. **Third-Party Products.** The WT Cloud Services may permit access to Third-Party Products. For purposes of the General Terms and/or this Exhibit, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance within the WT Cloud Services by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products.

2. PAYMENT OF FEES

- 2.1. **Set Up Fee.** There is a one-time set up fee to develop the personalized site for the Subscription Services, if Customer purchases the right to access any Terryberry Subscription Services, payable in advance. Terryberry reserves the right to modify set up fees to comply with Customer's revised specifications to the site.
- 2.2. **Recurring Fees.** There are Recurring User fees if Customer purchases the right to access any Terryberry Subscription Services. Recurring user fees are based on employee head count or user head count as set forth in the Order. Enrollment in Terryberry's automatic payment program is required for Customers who do not pay fees annually in advance. Customers enrolled in automatic payment program shall provide a payment method for Terryberry to maintain on file (either a credit card or banking information for ACH draws or Direct Debit), and authorization for Terryberry to collect fees when due automatically. Customer may incur usage, overage, or additional charges if the employee head count or user count is above the quantity originally quoted in the Order.

3. PROFESSIONAL SERVICES

- 3.1. **Professional Services.** Subject to the terms and conditions herein, during the term of the General Terms and/or this Exhibit, Terryberry agrees to perform the implementation and other professional services expressly set forth in the Order ("**Professional Services**"). The Subscription Service and Professional Services are, collectively, the "**Terryberry Services.**"

4. CUSTOMER OBLIGATIONS

- 4.1. **User Accounts.** Each Authorized User that accesses the SaaS Product must be issued a separate user account (with a unique ID and password) by Terryberry and/or Customer ("**User Accounts**"). Customer shall ensure that passwords associated with the User Accounts remain confidential and secure and to not allow multiple Authorized Users to utilize the same User Account. Customer shall not provide, or provide access to, a User Account to any third party without prior written consent of Terryberry. If any User becomes no longer authorized by Customer to have such access to the SaaS Product, then Customer shall immediately notify Terryberry.
- 4.2. **Authorized Users.** Customer is responsible for its Authorized Users' compliance with the General Terms and/or this Exhibit and for access to Customer Data (defined below) or the SaaS Products by other persons as a result of Customer's failure to use reasonable precautions to secure its own systems or credentials for access to the SaaS Products. Customer will: (i) use its best efforts to prevent unauthorized access to or use of the SaaS Products and notify Terryberry immediately of any such unauthorized access or use; (ii) cooperate with any reasonable investigation by Terryberry of any outage, security problem or suspected breach of the General Terms and/or this Exhibit; and (iii) comply with all Terryberry instructions relating to Customer's access to or use of the SaaS Products, including instructions specifying specific windows of time for certain types of Customer Data uploading. Customer shall be responsible for: (a) all acts that occur in connection with its Authorized Users' SaaS Products accounts; (b) assuring that its employees receive adequate disclosures of the terms and conditions governing such its employees' use of Terryberry Services; and (c) all transmissions initiated by Authorized Users during use of Terryberry Services. Customer will cause all Authorized Users to comply at all times with the terms and conditions set forth herein and any standard terms and conditions applicable to the use of the SaaS Products that may be made available to Authorized Users from time to time. Customer is responsible and liable for any breach by any Authorized User of any obligation, representation or warranty of Customer in the General Terms and/or this Exhibit or any standard terms and conditions applicable to the use of the SaaS Products.
- 4.3. **Customer Personnel.** Customer shall designate Customer personnel reasonably qualified by experience and expertise to interface with Terryberry personnel and to participate in and perform Customer's obligations hereunder. Customer and its personnel shall, to the extent reasonably practicable, cooperate with Terryberry's reasonable requests for assistance and information in order to facilitate the provision of Terryberry Services in accordance with the General Terms and/or this Exhibit.
- 4.4. **Customer System.** Customer, at its sole cost and expense, shall be responsible to purchase or otherwise obtain the computer systems, devices, telecommunications network, gateway and internet access equipment and services necessary for Customer to access the SaaS Products ("**Customer System**"). Customer is responsible for all maintenance and required upgrades of Customer System.
- 4.5. **Customer Data.** Customer is responsible for providing, in a timely manner, all data and information, including Customer Data, and assistance that Terryberry requires to provide SaaS Products. All data, including Customer Data, provided to Terryberry shall be delivered in the agreed format as required in the Order. Customer shall ensure

that all provided data and information, including Customer Data, is true, complete and not misleading. Customer acknowledges that the ability of Terryberry to provide SaaS Products in accordance with the General Terms and/or this Exhibit, including the agreed pricing and delivery models, are contingent upon the accuracy and completeness of information and data provided by Customer and all Customer Data, as well as Customer's cooperation and timely performance of their obligations.

- 4.6. **Employee Engagement.** Customer shall provide to Terryberry a data feed of Customer's employees' email addresses. Terryberry shall email Customer's employees at the email address provided to Terryberry, notifying them of the branded employee benefits and wellbeing platform on the Go Live Date or the Effective Date, whichever is later. For any of Customer's employees that have not established an account on the branded employee benefits and wellbeing platform within 45 days of Terryberry's initial email, Terryberry shall send a second email with log in credentials to such Customer employees. Thereafter, Terryberry shall be permitted to send via e-mail an automated reminder notice every forty-five (45) days, in substantially the same form as the initial notice, to every Customer employee who has not created an account on the Terryberry platform. Customer employees may opt out of receiving the reminder emails, but this shall not excuse Customer's payment obligations for the license issued to or for that Customer employee.
- 4.7. **Acceptable Use Policy.** The WT Cloud Services may not be used for unlawful, fraudulent, offensive, or obscene activity, as further described and set forth in Walker Tracker's Terms of Service ("**Terms**") located at <https://walkertracker.com/terms/>, as may be amended from time to time, which are incorporated herein by reference.

5. CUSTOMER DATA.

- 5.1. **Customer Data Content.** As between Terryberry and Customer, Customer is solely responsible for: (i) the content, quality and accuracy of Customer Data as made available by Customer and by Authorized Users; (ii) providing notice to Authorized Users with regards to how Customer Data will be collected and used for the purpose of the SaaS Products; (iii) ensuring Customer has a valid legal basis for processing Customer Data and for sharing Customer Data with Terryberry (to the extent applicable); and (iv) ensuring that the Customer Data as made available by Customer complies with applicable laws and regulations including Applicable Data Protection Laws.
- 5.2. **Data Protection Laws.** The Parties shall comply with their respective obligations under the Applicable Data Protection Laws. In particular, if Customer is established in the European Economic Area ("**EEA**"), in the United Kingdom ("**UK**") or in California, or will, in connection with the SaaS Products, provide Terryberry with personal data relating to an individual located within the EEA, the UK or California, the Parties shall comply with the terms and conditions of the Terryberry Data Processing Addendum attached hereto as Exhibit F and incorporated herein by reference (the "**DPA**").
- 5.3. **Security of Customer Data.** Terryberry shall: (i) ensure that it has in place appropriate administrative, physical and technical measures designed to protect the security and confidentiality of Customer Data against any accidental or illicit destruction, alteration or unauthorized access or disclosure to third parties; (ii) have measures in place designed to protect the security and confidentiality of Customer Data; and (iii) access and use the Customer Data solely to perform its obligations in accordance with the terms of the General Terms and/or this Exhibit, and as otherwise expressly permitted in the General Terms and/or this Exhibit. Terryberry shall not materially diminish its security controls with respect to Customer Data during a particular SaaS Products term.
- 5.4. **Customer Data.** Customer owns all right, title and interest in all Customer Data. Nothing in this Exhibit A or the Master Agreement shall be construed to grant Terryberry any rights in Customer Data beyond those expressly provided herein. Customer grants Terryberry and its Affiliates the limited, non-exclusive, worldwide license to view and use the Customer Data solely for the purpose of providing the Services.
- 5.5. **Usage Data.** Terryberry shall be permitted to collect and use Usage Data for its reasonable business purposes and for Customer's benefit. In the event Terryberry wishes to disclose the Usage Data or any part thereof to third parties (either during the Subscription Term or thereafter), such data shall be anonymized and/or presented in the aggregate so that it will not identify Customer or its Authorized Users. The foregoing shall not limit in any way Terryberry's confidentiality obligations in Section 4 of the General Terms.

6. SUSPENSION

- 6.1. **Suspension Generally.** Terryberry may, on written notice, suspend access to the SaaS Product without liability if: (i) Terryberry reasonably believes that the SaaS Product is being used in violation of the General Terms and/or this Exhibit; (ii) Customer does not cooperate with reasonable investigation by Terryberry of any suspected violation of the General Terms and/or this Exhibit; (iii) the SaaS Product or Customer Data are accessed or manipulated by a third party without consent of either Party; (iv) Terryberry is required by Law to suspend access to the SaaS Product; (v) if any invoiced amounts remain unpaid by Customer for more than ten (10) calendar days past the due date; or (vi) there is another event for which Terryberry reasonably believes that the suspension of access to the SaaS Product is necessary to protect the cloud environment in which Customer's instance of the SaaS Product is deployed.

- 6.2. **Suspension for Non-Payment or Material Breach.** Terryberry reserves the right to suspend any applicable Services or Customer's access to the applicable Services upon 30 days' written notice to Customer if: (a) an invoice is more than sixty (60) days past due; or (b) if there is an uncured material breach of the General Terms and/or this Exhibit.
- 6.3. **Login ID Refusal.** Terryberry reserves the right to refuse registration of, or to cancel, login IDs that it reasonably believes to violate the terms and conditions set forth in the General Terms and/or this Exhibit, in which case Terryberry will promptly inform Customer in writing of such refusal or cancellation.
- 6.4. **Excessive Traffic.** In addition to the rights set forth in the General Terms and/or this Exhibit, Terryberry may suspend Customer's access and use of the SaaS Products if there is an unusual and material spike or increase in Customer's use of the SaaS Products and Terryberry reasonably suspects or knows that such traffic or use is fraudulent or materially and negatively impacting the operating capability of the SaaS Products.
- 6.5. **Notice.** Terryberry will provide notice prior to any suspension if permitted by applicable law or unless Terryberry reasonably believes that providing such notice poses a risk to the security of the SaaS Products.
- 6.6. **Reinstatement.** Terryberry will promptly reinstate Customer's access to and use of the SaaS Products once the issue has been resolved, provided that if Terryberry already terminated the General Terms and/or this Exhibit for uncured material breach in accordance with the General Terms and/or this Exhibit, Terryberry shall not be obligated to reinstate Customer's access to and use of the SaaS Products.

7. TERM AND TERMINATION OF WT CLOUD SERVICES

- 7.1. **Single Challenge Subscriptions.** If Customer purchases a single challenge subscription, the WT Cloud Services will be available for no more than one hundred and twenty (120) days, with the first thirty (30) days allotted to setup and registration and the remaining ninety (90) days allotted to the challenge (the "**Single Challenge Subscription**"). The Single Challenge Subscription will automatically expire following one hundred and twenty (120) days from the Effective Date of the applicable Order.

8. WARRANTIES

- 8.1. **Limited SaaS Products Warranty.** During the applicable Subscription Term, Terryberry warrants that: (a) the SaaS Products will perform in substantial conformity with the Documentation; and (b) Terryberry will use industry standard measures designed to detect viruses, worms, Trojan horses or other unintended malicious or destructive code in the SaaS Products. The foregoing warranties are void if the failure of the SaaS Products has resulted from negligence, error, or misuse of the SaaS Products (including use not in accordance with the Documentation) by Customer, the User or by anyone other than Terryberry. Customer shall be required to report any breach of warranty to Terryberry within a period of thirty (30) days of the date on which the incident giving rise to the claim occurred. Terryberry's sole and exclusive liability, and Customer's sole and exclusive remedy, for breach of these warranties will be for Terryberry, at its expense, to use reasonable commercial efforts to correct such nonconformity within thirty (30) days of the date that notice of the breach was provided; and, if Terryberry fails to correct the breach within such cure period, Customer may terminate the affected Order and, in such event, Terryberry shall provide Customer with a pro-rata refund of any unused pre-paid fees paid for the period following termination as calculated on a monthly basis for the affected SaaS Products.
- 8.2. **Customer Warranties.** Without derogating from Terryberry's obligations under the General Terms and/or this Exhibit, Customer warrants that it shall take and maintain appropriate steps within its control to protect the confidentiality, integrity, and security of its Confidential Information and Customer Data, including: (i) operating the SaaS Products in accordance with the Documentation and applicable law and; and (ii) dedicating reasonably adequate personnel and resources to implement and maintain the security controls set forth in the Documentation. Customer will be responsible for the acts and omissions of its Authorized Users.
- 8.3. **Disclaimer.** Any and all warranties, expressed, incorporated or implied, are limited to the extent and period mentioned in the General Terms and/or this Exhibit. To the maximum extent allowed by applicable law, Terryberry disclaims (and disclaims on behalf of its licensors and/or contributors to any Third-Party Materials) all other warranties, conditions and other terms, whether express or implied or incorporated into the General Terms and/or this Exhibit by statute, common law or otherwise, including the implied conditions and warranties of merchantability and fitness for a particular purpose. Terryberry will have no liability for delays, failures or losses attributable or related in any way to the use or implementation of third-party software or services not provided by Terryberry.

9. DEFINITIONS AND INTERPRETATION

- 9.1. **Definitions.** Capitalized terms shall have the meaning set forth below. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Master Agreement. Defined terms stated in the singular may be used in the plural, and vice versa.

- 9.1.1. **"Applicable Data Protection Laws"** means the EU General Data Protection Regulation (2016/679) ("GDPR"), any applicable laws of EU member states implementing the GDPR (including the UK Data Protection Act 2018), the California Consumer Privacy Act, , and other state and federal privacy

and data protection laws that are or may in the future be applicable to the General Terms and/or this Exhibit, in each case as amended, consolidated, re-enacted or replaced from time to time and only if and insofar as they apply.

- 9.1.2. “**Authorized User**” means any individual to whom Customer grants access authorization in compliance with a license to use the Services that is an employee, agent, contractor or representative of (i) the Customer, (ii) Customer's Affiliates, and/or (iii) Customer's and Customer's Affiliates' Business Partners.
- 9.1.3. “**Business Partner**” means a legal entity or individual that requires access to the Services in connection with Customer's internal business operations, including, but not limited to, distributors and/or suppliers of Customer.
- 9.1.4. “**Customer Data**” means all electronic data, files and records which are provided or made available by Customer or any User and received, processed or stored by Terryberry, its contractors or the Subscription Service as part of the Terryberry Services provided to Customer.
- 9.1.5. “**Subscription Term**” means the period of time during which Customer is subscribed to the Subscription Services, as specified in an Order and which shall begin upon delivery of the Subscription Services.
- 9.1.6. “**Third-Party Products**” means any products, content, WT Cloud Services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Cloud WT Cloud Services.
- 9.1.7. “**Usage Data**” means data generated in connection with Customer's access, use and configuration of the Services and data derived from it (e.g., types of applications or accounts utilized or interacting with the Services).