

## WRKBOOK USER ACCESS TERMS

### Binding Agreement

Please carefully read these User Access Terms (the "Access Terms") which govern your or your company's ("you") use of, and access to, this employment database or platform and any and all content, software, data, information and materials contained therein or accessible through this database or platform (collectively, the "Platform").

BY USING THIS PLATFORM, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THESE ACCESS TERMS, AND AGREE TO BE BOUND BY ALL OF THEM, AS EACH MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME BY WRKBOOK LLC, (collectively, "Wrkbook," "we," "us" or "our") IN ACCORDANCE WITH THESE ACCESS TERMS.

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You agree not to:

- (a) license, sublicense, rent, lease, lend, host, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Platform (or any part of them) in any way;
- (b) modify, alter, tamper with or make derivative works based upon the Platform;

- (c) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Platform or access the Platform; copy or reproduce all or any part of the Platform except as expressly permitted in these Access Terms;
- (d) remove any titles or trademarks, copyrights or restricted rights notices in the Platform;
- (e) upload or distribute files that contain viruses, malicious files or other harmful code or any other similar software or programs that may access or damage the operation of the Platform or another's computer or other devices;
- (f) interfere with or disrupt the Platform, the data contained in the Platform or networks connected to the Platform;
- (g) send or store any obscene, unlawful, defamatory, harassing, or content that otherwise could reasonably create liability for Wrkbook, its affiliates or subcontractors similar to the foregoing, through the Platform;
- (h) attempt to gain unauthorized access to the Platform or its related systems or networks; or
- (i) access or use the Platform (i) in a way intended to avoid incurring fees or exceeding usage limited or quotas; (ii) for timesharing, outsourcing, utility or service bureau purposes or otherwise for the benefit of a third party; (iii) in any way that is prohibited by these Access Terms or by law, governmental order or decree or that violates the rights of others; (iv) to try to gain unauthorized access to or disrupt any service, device, data, account or network; (v) to spam or distribute malware; (vi) in a way that could harm the Platform (or any other cloud services provided through a cloud vendor's platform) or impair anyone else's use of them; (vii) in any application or situation where failure of the Platform could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage; (viii) in any manner inconsistent with, or that would cause Wrkbook to breach, any agreements in respect of a cloud vendor service; or (ix) to make all or any part of the Platform available to any third party.

## Materials

The materials contained in or available through this Platform include items that are proprietary and include our trade secrets that are not authorized for general distribution and that have substantial value due to their contents and secrecy (the "Materials"). In addition to the restrictions set forth in other agreements, you agree to:

- (a) Maintain the security and confidentiality of the Materials using at least the same standards and safeguards that you use to maintain the confidentiality of your/your employer's/your principal's own proprietary information and trade secrets, but in no case less than reasonable standards;
- (b) Comply with all laws applicable to its use of the Platform including, without limitation, any applicable data privacy laws and comply, in all material respects, with all regulations, policies and procedures of networks connected to the Platform;

(c) Notify Wrkbook at [info@wrkbook.com](mailto:info@wrkbook.com) immediately upon discovery or suspicion of any compromise of the confidentiality or integrity of the any Materials or this Platform or any use of the Materials or this Platform in violation of these Access Terms; and

(d) Not disclose the Materials or any information contained therein to any third parties, including without limitation, any employees or other agents, except as specifically authorized by Wrkbook in writing.

#### Use of Information

You have authority to act on the behalf of your customers including, without limitation, entering client information into the Platform. Wrkbook may, directly or indirectly through the services of others, collect and store information regarding use of the Platform and about equipment on which the Platform is installed or through which it otherwise is accessed and used. In each case, you consent to Wrkbook's (and its affiliates and subcontractors) use of such information in the course of its business.

#### Indemnification

You agree to indemnify, hold harmless, and defend Wrkbook and its licensors from and against any and all claims, lawsuits and proceedings (collectively "Claims"), and all expenses, costs (including attorney's fees), judgments, damages and other liabilities resulting from such Claims, that arise or result from (i) your use of the Platform in violation of these Access Terms, or (ii) your unauthorized modification of the Platform.

#### Accounts and Passwords

Your account on or for the use of this Platform and service will collectively be referred to as the "Account." You will or have been assigned or asked to choose a username and password or access code for each Account or for use of this Platform (each, a "Password"). You shall not share your Password or disclose Passwords to any third parties; provided however, that you may disclose the Passwords to authorized network administrators. You acknowledge and agree that: (a) you shall be solely liable and responsible for all activities that occur under any of your Accounts or Passwords, regardless of whether or not your employer or principal has given you authorization to allow others to access any of your Accounts or use any of your Passwords; (b) Wrkbook shall not be responsible for your failure to comply with these terms and conditions or any loss or damage arising out of, or related to, use of your Accounts or Passwords by you or anyone other than Wrkbook; and (c) Wrkbook and/or your employer/principal shall have the right, in its/their sole discretion, to terminate your use of any Password or Account, and to restrict access to any Account.

#### Termination and Suspension

The license to use this Platform shall become effective on the date you first accept these terms by accessing this Platform by clicking "ACCEPT" below, and shall remain in effect until the license granted to Wrkbook's authorized licensees expires or earlier terminates. Wrkbook and our authorized licensee(s) shall also have the right to immediately terminate your access to this Platform if you breach

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#### Waiver

Our failure to exercise or enforce any right or provision of these Access Terms shall not constitute a waiver of such right or provision.

#### Assignment

You may not assign, sublicense, subcontract, or otherwise transfer these Access Terms, or any rights or obligations under it, without Wrkbook's prior written consent.

#### Severability

It is the intent of the parties that the provisions of these Access Terms shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in these Access Terms or any word, phrase, clause or sentence is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making these Access Terms , as

modified, enforceable, and the balance of these Access Terms shall not be affected thereby, the balance being construed as severable and independent.

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You expressly agree not to export or re-export the Platform to any country, person, entity or end user subject to U.S. export restrictions. You specifically agree not to export, reexport, or transfer the Platform to any country to which the U.S. has embargoed or restricted the export of goods or services, or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country, or to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the U.S.A. Bureau of Export Administration nor any other federal agency has suspended, revoked or denied your export privileges.

#### Force Majeure

Wrkbook shall not be deemed in default of these Access Terms if failure or delay in performance is caused by an act of God, fire, flood, severe weather conditions, denial of service attacks, material shortage or unavailability of transportation, government ordinance, laws, regulations or restrictions, war or civil disorder, or any other cause beyond the reasonable control of Wrkbook.

#### Survival

Any provisions of these Access Terms containing license restrictions, warranties and warranty disclaimers, confidentiality obligations, limitations of liability and/or indemnity terms, and any provision of these Access Terms which, by its nature, is intended to survive shall remain in effect following any termination or expiration of these Access Terms.

#### Changes to Access Terms

Wrkbook may revise, modify or amend these Access Terms at any time. Any such revision, modification or amendment shall be effective immediately upon either posting it to the Platform or otherwise notifying you.

#### Governing Law

These Access Terms shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of laws provisions thereof. The sole jurisdiction and venue for actions related to the subject matter of these Access Terms shall be the state and federal courts located in Delaware. Each party, on behalf of itself and its affiliates, to the fullest extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to these Access Terms or any services provided by Wrkbook or its affiliates. The waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise. Each party, on behalf of itself and its affiliates, also agrees not to include any employee, officer or director of the other party or its affiliates as a party in any such action or proceeding.

BY CLICKING THE BUTTON MARKED [I ACCEPT] OR BY ANY OTHER ACT ON YOUR PART TO USE THE PLATFORM IN ANY WAY, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY ALL OF THE ACCESS TERMS.

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