



Quinyx Terms of Service

These Terms of Service (“Terms”) are made part of the Agreement (as defined below) between Quinyx AB (“Quinyx”) and the Customer listed in the Ordering Document which references these Terms. These Terms will govern the use and provision of any Quinyx Service and Professional Services purchased by Customer as described in any Ordering Document. Any terms not defined herein have the meaning given to them in the applicable Ordering Document.

1. DEFINITIONS

1.1 “**Affiliate**” means with respect to either party on any applicable date of determination, any other entity directly or indirectly controlling, controlled by or under common control with such party as of such date. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least fifty percent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation).

1.2 “**Agreement**” means the Ordering Document, these Terms, the Information Security Overview, and any other appendix included by reference, and, where applicable, any SOW.

1.3 “**AI Modules**” means the standard Quinyx AI modules, as described under the “AI Optimization” section of the Feature List, to be provided by Quinyx as part of the Quinyx Service (where identified in an Ordering Document).

1.4 “**Confidential Information**” means all written or oral information, disclosed by one party (the “**Disclosing Party**”) to the other (the “**Recipient**”), related to the business, products, services or operations of the Disclosing Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential, including, without limitation: (a) trade secrets, inventions, ideas, processes, computer source and object code, formulae, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques; (b) information regarding products, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, employees, suppliers and agents; and (c) information regarding the skills and compensation of the Disclosing Party’s employees, contractors, and other agents. Confidential Information does not include information to the extent it: (i) was already lawfully known to the receiving party at the time of the disclosure; (ii) became lawfully known to the receiving party independently; or (iii) is in, or comes into, the public domain other than by wrongful use of or disclosure by the receiving party;

1.5 “**Contract Year**” means a period of twelve (12) months beginning on the Start Date or any anniversary thereof.

1.6 “**Customer Data**” means data in electronic form submitted to, or otherwise made available to Quinyx by the Customer for purposes of, the Quinyx Service or the Professional Services. Notwithstanding the foregoing, Customer shall not directly or indirectly make available or accessible to Quinyx, and Customer Data shall not include, Prohibited Data.

1.7 “**Customer Underlying IPR**” means all Intellectual Property Rights (including general concepts, ideas, methodologies, processes, techniques or algorithms), of the Customer which have been developed by the Customer independently of the Agreement (whether prior to the Start Date or otherwise).

1.8 “**Deliverables**” or “**Developed Materials**” means deliverables, work product or other materials developed by Quinyx in the performance of the Professional Services.

1.9 “**Documentation**” means the documentation, user manuals, policies, help files and videos, and other materials that describe the features, functions and operation of the Quinyx Service.

1.10 “**Feature List**” means the Quinyx feature list found at https://app.quinyx.com/feature_list.html, as updated by Quinyx from time to time subject to the terms of the Agreement.

1.11 “**Force Majeure Event**” means any circumstance not within a party's reasonable control including acts of God, flood, drought or other natural disaster, imposition of sanctions, embargo, failure of IT or telecommunication systems or software (including a failure of the IT or telecommunication systems or software of a third party), any law or any action taken by a government or public authority, travel restrictions, any labour or trade dispute, and interruption or failure of utility service but excludes any circumstance that may impact the Customer's ability to pay the fees and/or retain any minimum order quantities.

1.12 “**Good Industry Practice**” means the degree of skill and care, which would reasonably and ordinarily be expected from an experienced service provider similar to Quinyx engaged in the provision of services or solutions similar to the Quinyx Service or the Professional Services.

1.13 “**Information Security Overview**” means the latest version of Quinyx's Standard Policies and Procedures - Information Security Overview as made available from time to time at www.quinyx.com/privacy.

1.14 “**Intellectual Property Rights**” means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.15 “**Maintenance**” means any maintenance that Quinyx carries out to improve or correct any deficiencies with the Quinyx Service. For the avoidance of doubt, Maintenance does not include any form of general management, support or consultancy related to the Customer's IT infrastructure or any Third Party Application.



1.16 “**Materials**” refers to the Developed Materials, as well as all other written and graphical content, including the Quinyx Service methodology, provided by or through the Quinyx Service and Professional Services, including text, photographs, illustrations and designs, whether provided by Quinyx or a third party, and all Intellectual Property Rights therein.

1.17 “**Ordering Document**” shall mean each (initial or a subsequent) order document setting out the details of the Quinyx Service or Professional Services ordered by the Customer, which references these Terms and identifies the specific Services to be made available and the fees to be paid.

1.18 “**Personal Information**” means any Customer Data that identifies any specific individual and is protected under applicable privacy laws, rules and regulations.

1.19 “**Professional Services**” refers to all services other than the Quinyx Service, (including implementation projects, integrations, adaptations, customizations, hardware, SMS, training, consultancy services) that are provided by Quinyx to the Customer as set out in a Statement of Work and/or the Ordering Document.

1.20 “**Professional Services Fees**” means the fees payable for the Professional Services, as set out in the Ordering Document or SOW.

1.21 “**Prohibited Data**” means any information that that is regulated by: (i) the Health Insurance Portability and Accountability Act of 1996 (as amended, and together with any regulations promulgated thereunder, including without limitation the Health Insurance Reform: Security Standards (Security Rule)); (ii) the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009 (as amended); (iii) Gramm–Leach–Bliley Act, also known as the Financial Services Modernization Act of 1999 (together with any regulations promulgated thereunder); or (iv) any information that is categorized in the CCPA (defined in Section 5) as medical personal information, health insurance personal information, or sensitive personal information.

1.22 “**Quinyx Underlying IPR**” means all Intellectual Property Rights owned or controlled by Quinyx and its licensors, including in Quinyx's pre-existing processes and procedures, general concepts, ideas, methodologies, processes, techniques or algorithms, which have been developed independently of the Agreement (including any additions and improvements made to such items in the course of providing the Quinyx Service or Professional Services unless specifically identified in the Ordering Document or any Statement of Work as being specifically developed for the Customer and not forming part of Quinyx Underlying IPR on an on-going basis).

1.23 “**Quinyx Service**” means the standard Workforce Management Service and/or AI Modules (as applicable) as indicated in the Ordering Document(s), and as described in the Feature List.

1.24 “**Services**” means the Quinyx Service indicated in the Ordering Document and any Professional Services set forth in a Statement of Work and/or the Ordering Document.

1.25 “**Service Availability**” means the availability of the relevant Service as further described in Exhibit A.

1.26 “**Service Fees**” means the fees payable for the Quinyx Service, as set out in the Ordering Document.

1.27 “**Start Date**” refers to the date listed as the Start Date in the Ordering Document (and if no such date is provided then this shall be the date that the Agreement is signed).

1.28 “**Statement of Work**” or “**SOW**” means a statement of work agreed by the parties pursuant to the Agreement, which sets out details (including any relevant specification) of Professional Services to be provided by Quinyx under the Agreement.

1.29 “**Support Portal**” means the Customer support portal available at <https://support.quinyx.com>.

1.30 “**Term**” has the meaning stated in section 10.1 below.

1.31 “**Third Party Agreement**” has meaning set out in section 2.9 below.

1.32 “**Third Party Application**” shall mean a software, tool, product or service provided to the Customer that is not Quinyx branded or owned by Quinyx and which is (i) listed in the Ordering Document as a Third Party Application; and/or (ii) provided to the Customer subject to a Third Party Agreement. Third Party Application also includes implementation or integration partners engaged by the Customer.

1.33 “**Third Party IPR**” means all Intellectual Property Rights in any Quinyx Service or Professional Services that are not Quinyx-branded or owned by Quinyx (including in any Third Party Applications).

1.34 “**Units**” means a location owned or operated by the Customer where Quinyx has agreed that employees, agents and contractors of the Customer can use the Quinyx Service or the Professional Services as specified in the Ordering Document.

1.35 “**User**” refers to those employees, agents and contractors of the Customer who use the Quinyx Service or the Professional Services pursuant to this Agreement.

1.36 “**Virus**” means any thing or device (including any software, code, file or program) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, or adversely affect the user experience.

1.37 “**Workforce Management Service**” means the standard Quinyx workforce management solution, as described in the Feature List, to be provided by Quinyx as part of the Quinyx Service (where identified in an Ordering Document).

1.38 “**Working Hour**” has the meaning stated in Section [x].

Interpretation: (i) A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; (ii) Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; (iii) a reference to writing or



written includes emails; and (v) if applicable, holding company and subsidiary have the meaning as defined in the applicable governing law.

2. QUINYX SERVICE

2.1 Quinyx Service. Subject to Customer's compliance with the terms and conditions contained in the Agreement, including the restriction on the number of Users set forth in any Ordering Document, Quinyx grants to Customer a non-exclusive, non-transferable (except as set forth in Section 11.1), non-sublicensable, limited right to allow the number of Users set forth in the applicable Ordering Document to access and use the Quinyx Service during the Term. Customer shall comply with all Documentation related to the use of the Quinyx Service. Customer acknowledges that Customer shall be provided access only to the specific Quinyx Service identified on the applicable Ordering Document.

2.2 Use of the Services and Materials. Customer shall not: (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services or Materials in any form or media or by any means; (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Quinyx Service; (c) access all or any part of the Services or Materials in order to build a product or service which competes with the Services; (d) use the Services and/or Materials to provide services to third parties; (e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Materials available to any third party except the Authorized Users; or (f) attempt to obtain, or assist third parties in obtaining, access to the Quinyx Service (save for the Users).

2.3 Support and Technical Service. During the Term, Quinyx shall provide the Maintenance described in Exhibit B for the Quinyx Service.

2.4 Professional Services. During the Term, if ordered by Customer under an Ordering Document or a SOW, Quinyx shall provide the Professional Services to Customer in accordance with the Professional Services terms set forth in Exhibit C.

2.5 Obligations. Customer shall: (a) provide Quinyx in a timely manner with accurate and complete information as reasonably requested and in any form reasonably required by Quinyx; (b) obtain and maintain all necessary licences and consents as required to enable Quinyx to perform its obligations under the Agreement and ensure that the Customer's use of the Services and Materials complies with all applicable laws and any local bargaining agreements that may apply to the Customer; (c) ensure that its own providers' networks and systems comply with the relevant specifications provided by Quinyx from time to time and can interface with the Quinyx Service; (d) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Quinyx's data centers, and all loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet; (e) regularly back up all Customer Data and any other relevant data, software and programs on its own systems; (f) comply with the relevant terms and conditions of any Third Party Agreement; (g) remain responsible for the use of the Services and Materials by Users (including in accordance with any applicable terms of use and privacy notices provided in advance of such use); (h) comply with any

additional responsibilities of the Customer as set out in the relevant Ordering Document or Statement of Work; (i) co-operate with Quinyx in all matters relating to the Agreement; (j) not transfer, sell, share, licence or provide the Services or Materials to any third party without Quinyx's (and any relevant third party's) prior written consent; and (k) ensure that any relevant Customer equipment is in good working order and is suitable for the purposes for which it is to be used. Customer represents and warrants that it has obtained and will maintain throughout the Term, all rights, consents and permissions for Customer to make available the Customer Data to Quinyx and for Quinyx to use the Customer Data as contemplated herein.

2.6 Restrictions. Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Service that is unlawful, offensive, is discriminatory or causes damage or injury to any person or property, and Quinyx reserves the right, without liability or prejudice to its other rights to the Customer, to suspend the Customer's access to the Service itself for any breaches of this section.

2.7 Unauthorized Access. Customer shall remain responsible for, and use commercially reasonable efforts to prevent, any unauthorized access to, or use of, the Services and/or the Materials via Customer's login information passwords and, in the event of any such unauthorized access or use, promptly notify Quinyx.

2.8 Customer Default. Without prejudice to any other right or remedy Quinyx may have, if Quinyx's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees (a "Customer Default") then: (a) Quinyx shall use commercially reasonable efforts to mitigate the impact of the Customer Default; (b) Quinyx shall not be responsible for any failure to carry out the relevant obligations and shall be allowed an extension of time to perform its obligations; and (c) the Customer shall reimburse Quinyx for all reasonable additional amounts incurred by Quinyx as a result of the Customer Default.

2.9 Third Party Agreements. The Customer understands and agrees that Third Party Applications may be provided to the Customer using third party providers and therefore containing Third Party IPR and therefore may be subject to the relevant terms and conditions of the third party provider (including all end-user licensing agreements and service support agreements) ("**Third Party Agreements**") and that in such instances, the Customer's use, enjoyment and receipt of such Third Party Applications, Solution and Services will be governed by the Third Party Agreements provided that Quinyx shall use commercially reasonable efforts to bring the relevant Third Party Agreement to the Customer's attention in advance. Notwithstanding any other provision of the Agreement, the Customer will always be required to comply with such Third Party Agreements and may need to enter into a Third Party Agreement directly with the relevant third party before it is able to receive or use any of the Third Party Applications, Solution and Services, and the terms of such Third Party Agreement shall prevail over the Agreement in the event of any conflict or inconsistency.

3. INTELLECTUAL PROPERTY

3.1 Quinyx's Intellectual Property Rights. Unless stated otherwise, nothing in the Agreement shall provide the Customer with any right, title or interest in or to the Intellectual Property Rights of Quinyx, its licensors or any manufacturer or provider of the Services (including the Materials). Ownership of all Intellectual Property Rights in the



Materials shall vest in Quinyx or its licensors.

3.2 Grant of rights. Quinyx hereby grants the Customer a non-exclusive, non-transferable and non-sublicensable (other than as provided for in the Agreement) right and licence to use the Quinyx Underlying IPR (including the Materials) solely in connection with the Customer's and its Users use of the Quinyx Service and receipt of the Professional Services for its internal business purposes during the Term.

3.3 Customer License. The Customer grants Quinyx a royalty free, non-exclusive license to use the Customer Underlying IPR, Customer equipment and the Customer Materials to the extent necessary to provide the Service and the Solutions in accordance with the terms of the Agreement. The Customer also provides Quinyx with a perpetual right to use the Customer Data for further development purposes, subject however to that Customer Data used for this purpose will be anonymized and such anonymization will be irreversible and result in such Customer Data no longer constituting personal data.

3.4 Feedback. Quinyx in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to Quinyx, including such comments and suggestions of Users, in connection with its access to and use of the Services (all comments and suggestions provided by Customer hereunder constitute, collectively, the “**Feedback**”). Customer hereby grants Quinyx, on behalf of itself and its Users, a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into Quinyx products and services without any obligation of compensation or attribution to Customer.

4. CONFIDENTIAL INFORMATION

4.1 Undertaking. Each party undertakes for the Term and for a period of ten (10) years after the Term, not to disclose the other party's Confidential Information to any third party or otherwise except as permitted by section 4(b). The parties agree to use at least the same security measures to protect the Services, Confidential Information and Materials as they use to protect their own confidential information, but no less than reasonable measures.

4.2 Permitted Disclosures. Each party may disclose the other party's Confidential Information: (i) to its Affiliates, employees, officers, representatives, consultants or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement provided that the disclosing party has ensured that its Affiliates, employees, officers, representatives, consultants or advisers to whom it discloses the other party's Confidential Information complies with this section 4); and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority provided that the disclosing party notifies the other party as far in advance as reasonably possible (unless prevented from doing so by applicable law).

4.3 Restrictions on Use. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

5. INFORMATION SECURITY

5.1 Security, Access and Use. Quinyx will maintain a level of security for the Service and the Solutions that is in accordance with: industry practice, applicable Data Protection Laws (including putting in place reasonable administrative, physical, technical, organisational and other security measures to protect against unauthorized access to, or loss, destruction, unavailability or alteration of any Customer Data

processed or stored by the Service) and the Information Security Overview. Quinyx may update the Information Security Overview from time to time, provided however, that any changes will not degrade the information security policies and procedures in place. Quinyx warrants that it has and will maintain, for the duration of the Agreement, ISO/IEC 27001 certification or equivalent. As far as Quinyx is reasonably aware, the Service does not contain any Viruses.

5.2 Loss of Customer Data. In the event of any loss or damage to Customer Data, Quinyx will use reasonable commercial efforts to restore the lost or damaged Customer Data from the latest back-up of such Customer Data that is maintained by Quinyx in accordance with the Information Security Overview. Quinyx shall not be responsible for any loss, destruction, unavailability, alteration or disclosure of Customer Data caused by any third party provided that Quinyx can show that Quinyx has materially complied with the obligations set forth in the Information Security Overview.

5.3 CCPA. To the extent Customer Data contains personal information (as defined in the CCPA) that is regulated by the California Consumer Privacy Act of 2018 (“CCPA”), together with any regulations promulgated thereunder, this clause 5.3 shall apply. As between the parties, Quinyx is a service provider to Customer with respect to any personal information to the extent regulated by the CCPA that is processed by Quinyx solely on behalf of the Customer for the purpose of providing the Services (“Customer Personal Information”). For the purposes of this Section 5.3 only, the following terms have the meanings given in the CCPA: “business purpose”, “personal information”, “processing”, “service provider”, “sell”, “selling”, “sale” and “sold”. Except as otherwise required by applicable law, Quinyx shall: (a) process the Customer Personal Information for the business purpose of providing the Services or as otherwise permitted by the CCPA; (b) not retain, use or disclose Customer Personal Information for any purpose outside the scope of the business relationship of the parties and other than for the specific purpose of providing the Services, nor retain, use, or disclose the Customer Personal Information for a commercial purpose other than providing the Services, or as otherwise permitted by the CCPA as applicable to service providers; (c) not collect or use Customer Personal Information except as reasonably necessary to provide the Services; (d) not sell Customer Personal Information; (e) to the extent necessary, use commercially reasonable efforts to assist Customer, at Customer's expense, in Customer's fulfilment of Customer's obligation to respond to California residents' requests to exercise rights with respect to their Customer Personal Information under the CCPA; and (f) use commercially reasonable efforts to assist Customer, at Customer's expense, to the extent necessary to support Customer's compliance with Customer's obligations under the CCPA. Nothing in this Section 5.3 shall prevent Quinyx from engaging its own service providers in the processing of Customer Personal Information, provided that Quinyx shall enter into contractual arrangements with such service providers requiring a substantially similar level of data protection compliance and information security as that provided in this Section 5.3 with respect to Customer Personal Information.

6. CONSIDERATION.

6.1 Service Fees. Unless otherwise agreed in the Ordering Document, the Customer will pay to Quinyx the Service Fees in full, yearly in advance on the Start Date and on each anniversary of the Start Date.

6.2 Adjustments. At the end of the Initial Term and any Extended



Term the Service Fees may be increased (but, for the avoidance of doubt, not decreased) in accordance with the most recent final adjustment of the Consumer Price Index ("CPI"), using June each year as the base month, in comparison with the CPI at the start of the Initial Term or then current Extended Term, as the case may be. In addition, Quinyx is entitled to, at the latest three (3) months before the end of the Initial Term (or the Extended Term, as the case may be), adjust the Service Fees by an additional amount by way of a written notice to the Customer to take effect from the start of the next relevant Extended Term. If the Customer does not accept the adjusted Service Fees in accordance with this provision, the Customer may choose to terminate the Agreement from the end of the Initial Term (or the Extended Term, as the case may be). If such termination is not made, the Agreement will continue with the new Service Fees.

6.3 Fees for Professional Services. Unless otherwise agreed in the Ordering Document, payment of the fees for Professional Services shall be made on a time and materials basis as set out in the Ordering Document or relevant SOW at Quinyx's then current standard hourly rates for the relevant resources. Estimates, or the equivalent, of fees and expenses shall not be deemed to be an offer to provide the Professional Services for a fixed fee. All fees for Professional Services shall be invoiced monthly in arrears and shall be payable within thirty (30) days from the date of the invoice. Regular working hours for Quinyx's personnel performing Professional Services are 8 am to 5 pm) Monday–Friday, excluding local public holidays and any other commonly applied local working hour adjustments (all as applicable for the relevant Quinyx office). ("Working Hours"). If the Customer requires work to be carried out outside of regular working hours, this must be separately agreed between the parties and is subject to additional charge.

6.4 Travel and Expenses. Unless otherwise agreed in writing in advance, Quinyx will charge compensation for time spent on travel from the relevant Quinyx office. Compensation will be charged at a rate which corresponds to 50% of the hourly rate applied by Quinyx for the Professional Services that required the travel and all expenses incurred by Quinyx in the performance of the Professional Services. All other travel costs, accommodation and daily allowances shall be paid for by the Customer at cost. When traveling, Quinyx will, where possible, travel in economy class or similar, book standard rate accommodation, and if specifically agreed comply with the Customer's travel policy.

6.5 Payment. If the Customer wishes to dispute an invoice, it shall pay the undisputed part of the invoice and provide Quinyx with a sufficiently detailed explanation of why it disputes the invoice within 14 days of the due date. The parties shall then aim to settle the dispute within a further 14 days and failing that shall refer the dispute to the dispute resolution procedure in accordance with section 11.5(b). All amounts due under the Agreement shall be paid: (i) in full without any withholding, deduction, set-off or counterclaim; and (ii) in cleared funds via bank transfer to a bank account nominated in writing by Quinyx. To the extent that the Customer pays, deducts and or withholds any tax, duty, commission or other withholding, then the Customer shall gross up the relevant amount payable under the Agreement so as to ensure that, after making the deduction or withholding, Quinyx receives the full amount as expressed in this Agreement.

6.6 Taxes. All fees due under the Agreement are stated exclusive of sales, use or any similar tax and all other duties, charges, transaction taxes or levies which may be payable as a result of the provision of the Service or the Professional Services (but excluding any employment or

income taxes) ("**Taxes**"). The Customer shall pay any such Taxes chargeable on those sums in addition to the agreed fees as and when requested by Quinyx.

6.7 Late payment. If payment of any undisputed amounts due are not received in full within thirty (30) days of the date of the invoice then, without prejudice to any other rights that Quinyx may have, Quinyx shall be entitled to: (i) charge interest on the overdue amount at the rate of 1% per month; and (ii) in the event that full payment has not been received within ten (10) days of the date of the first payment reminder, temporarily block the Customer's access to the Service or suspend the provision of the Solutions until receipt of payment in full. If the Customer has not paid within sixty (60) days of the due date of the invoice then, without prejudice to any other rights that Quinyx may have, Quinyx shall be entitled to immediately terminate the Agreement and to recover from the Customer all of its costs, losses and liabilities on an indemnity basis.

7. WARRANTIES AND DISCLAIMERS.

7.1 General Representations. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and (b) that the Agreement, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms.

7.2 Limited Warranty. Quinyx warrants that during the term of any Ordering Document for the Quinyx Service, the Quinyx Service will conform, in all material respects, as described in the then-current Feature List for the applicable Quinyx Service. For any breach of the foregoing warranty, Quinyx will, at no additional cost to Customer, provide remedial services necessary to enable the Quinyx Service to conform to the foregoing warranty. Customer will provide Quinyx with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. The remedies set out in this subsection 7.2 are Customer's sole remedies for breach of the warranty set forth in this subsection 7.2. Such warranty shall only apply if the Quinyx Service has been utilized by Customer in accordance with the Ordering Document and this Agreement.

7.3 Hardware. This section only applies where Quinyx has agreed to provide third party hardware or products under the Agreement, as set out in an Ordering Document. Quinyx shall use commercially reasonable efforts to pass on to the Customer the benefit of any warranties on any purchase or lease of third party hardware or products provided by Quinyx under the Agreement from the relevant third party manufacturer. The Customer shall notify Quinyx of any faults and return any faulty hardware and products either directly to Quinyx or to the relevant third party manufacturer (as directed by Quinyx) where Quinyx has provided such hardware or product. Where the relevant hardware or product is still within its specified warranty period and the Customer has complied with its obligations in relation to such hardware and product (including all terms required to ensure the warranty remains valid), Quinyx shall either itself commence or use commercially reasonable efforts to procure that the relevant third party manufacturer commences error detection and repair of submitted hardware and products promptly after receipt thereof. For the avoidance of doubt, unless explicitly indicated on an Ordering Document, the foregoing does not apply to any third party hardware acquired by the Customer in connection with a Third Party Application.



7.4 Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. QUINYX DOES NOT WARRANT THAT THE SERVICES WILL BE WITHOUT INTERRUPTION, OR ERROR-FREE.

7.5 No advice. The Customer acknowledges that nothing in this Agreement, the Services, or Materials or any other information provided by Quinyx in connection with this Agreement constitutes legal, tax, financial or business-related advice. Quinyx does not warrant that the Customer's use of the Services, or Materials will meet the Customer's requirements nor ensure Customer's compliance with any applicable legislation, regulations or collective bargaining agreements. The Customer is solely responsible for ensuring that it engages an appropriate number of personnel at each Unit to meet its own business requirements. Quinyx may, during delivery of the Services, make statements about or recommendations of software, equipment or services delivered by a third party. Quinyx shall not be liable with respect to such recommendations and the Customer is responsible for making its own business decisions and shall look solely to the warranties and remedies provided by any such third party.

8. LIMITATION OF LIABILITY

8.1 Not excluded. Nothing in the Agreement limits or excludes a party's liability for: (i) death or personal injury caused by its negligence, (ii) fraud or fraudulent misrepresentation; (iii) any willful abandonment of the Agreement; (iv) (in the case of the Customer) payment of any fees or other amounts due to Quinyx pursuant to the Agreement; or (v) any other liability which cannot be limited or excluded by applicable law. The limitations of liability set forth in this Section 8 shall not limit Customer's obligation to pay any fees due and owing under this Agreement.

8.2 Exclusions. Subject to section 8.1, neither party shall be liable to the other for any (i) loss of: earnings, profits, revenue, sales, business, goodwill, anticipated savings, use, corruption or recovery of software, data or information; and (ii) indirect or consequential loss of whatever nature.

8.3 Liability. Subject to sections 8.1, 8.2, and 8.4, each party's maximum aggregate liability arising out of or in connection with this Agreement in each Contract Year whether in contract, tort (including negligence), for breach of statutory duty, or otherwise shall be limited to 50% of the Service Fees actually received by Quinyx in that Contract Year.

8.4 Additional Cap. Each party's total aggregate liability under or in connection with the Agreement whether in contract, tort (including negligence), for breach of statutory duty, or otherwise arising out of or in connection with (i) that party's obligations under the indemnities provided in section 9, (ii) any breach of Section 5, and/or (iii) (in the case of Customer's liability) any breach of sections 2.2, 2.5, or 2.6 by or on behalf of the Customer, shall be limited to the higher of a) \$500,000 (five hundred thousand dollars) and (b) 500% of the Service Fees actually received by Quinyx under the Agreement.

9. INDEMNIFICATION

9.1 Quinyx Indemnity. Quinyx will indemnify, defend and hold Customer, its directors, officers, and employees (each a "**Customer Indemnified Party**") harmless from and against any and all losses, damages, liability, costs and expenses awarded by a court or agreed upon in settlement, as well as all reasonable and related attorneys' fees and court costs (collectively "**Losses**") arising out of any third party claim to the extent alleging that the Quinyx Service infringe any U.S. patent, copyright, trademark or trade secret.

9.2 Exclusions. Section 9.1 will not apply to the extent the alleged claim arises, in whole or in part, from: (a) a use or modification of the Services by Customer or any User in breach of this Agreement, (b) a combination, operation or use of the Services with other software, hardware or technology not provided by Quinyx if the claim would not have arisen but for the combination, operation or use, or (c) the Customer Data.

9.3 Customer Indemnity. Customer will indemnify, defend and hold harmless Quinyx, its directors, officers, and employees (each a "**Quinyx Indemnified Party**") from and against any and all Losses arising out of any third party claim arising from Quinyx's use of the Customer Data, Customer Underlying IPR, Customer equipment and the Customer Materials pursuant to the Agreement.

9.4 Indemnification Process. The foregoing indemnification obligations are conditioned on the indemnified party: (a) notifying the indemnifying party promptly in writing of such action provided however, that the indemnifying party's indemnity obligations will be waived only if and to the extent that its ability to conduct the defense are materially prejudiced by a failure to give notice, (b) reasonably cooperating and assisting in such defense at the indemnifying party's expense, and (c) giving sole control of the defense and any related settlement negotiations to the indemnifying party with the understanding that (i) the indemnifying party may not settle any claim in a manner that admits guilt or otherwise prejudices the indemnified party, without consent, and (ii) the indemnified party may participate in the defense and any related settlement negotiations with counsel of its own choosing at its own expense.

9.5 Infringement. If the Quinyx Service is, or in Quinyx's opinion, are likely to become, the subject of any infringement-related claim, then Quinyx will, at its expense and in its discretion: (a) procure for Customer the right to continue using the Quinyx Service; (b) replace or modify the infringing technology or material so that the Quinyx Service become non-infringing and remain materially functionally equivalent; or (c) terminate the Ordering Document pursuant to which the Quinyx Service are provided and give Customer a refund for any pre-paid but unused Fees.

9.6 THE PROVISIONS OF THIS SECTION 9 STATE QUINYX'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY CLAIM THAT THE SERVICES INFRINGE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHT.

10. TERM AND TERMINATION

10.1 Term. Unless as otherwise agreed to in an Ordering Document, the term of this Agreement will commence on the Start Date and shall remain in effect for three (3) years (the "**Initial Term**"). Thereafter, this Agreement shall automatically renew for successive one (1) year terms (each an "**Extended Term**"), unless either party provides notice to the other of its intention not to renew at least three (3) months prior to expiration of the Initial Term or the then-current Extended Term.



Together the Initial Term with any Extended Term(s) shall be the "Term".

10.2 Termination. Either party may terminate this Agreement or any Ordering Document, at its discretion, effective immediately upon written notice to the other if the other party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving written notice.

10.3 Return of Customer Data. Within thirty (30) days following termination of this Agreement for any reason, Quinyx, upon Customer's written request and at Customer's expense, will return all Customer Data to Customer in Quinyx's standard format. Thereafter, Quinyx reserves the right to permanently and definitively delete the Customer Data.

10.4 Effects of Termination. Upon termination or expiration of this Agreement for any reason all licensed and access rights granted to Customer will immediately cease to exist. Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry. The following provisions will survive termination of the Agreement: (i) any obligation of the Customer to pay for the Services rendered before termination; and (ii) any other provision of the Agreement that must survive termination to fulfil its essential purpose. Each party is also entitled to compensation for any damage, with the general limitations of liability prescribed in the Agreement.

10.5 Payment and Refunds. On termination or expiry of the Agreement for any reason, the Customer shall immediately pay to Quinyx all outstanding unpaid invoices and, in the event Quinyx terminates the Agreement in accordance with sections 0 or 13(b), all other amounts that would otherwise have become through to the conclusion of the Term shall become due immediately. For clarity, following any termination of the Agreement, the Customer shall only be entitled to a refund of the Service Fees where the Customer has terminated the Agreement pursuant to section 13(b) provided that the refund shall be on a pro-rata basis so that only the portion of the Service Fees for the period where the Service Fees have been paid but the Service not provided shall be returned to the Customer.

10.6 Suspension. Where Quinyx is entitled to terminate the Agreement according to section 13(b) it may, instead, elect (without prejudice to Quinyx's other rights and remedies including its right to terminate the Agreement based on the same breach) to suspend the provisioning of any Services by giving reasonable prior notice to that effect to the Customer.

10.7 Post Termination Support. Should the Customer require any reasonable support or assistance after the Agreement terminates then such support and assistance shall be provided by Quinyx and chargeable on a time and materials basis in accordance with the hourly rates set out in the Ordering Document or, if no such rates have been agreed, Quinyx's then general standard hourly rates for the relevant resources, provided that Quinyx shall not be obliged to provide such support and assistance if any amounts are owed to Quinyx on termination.

11. GENERAL

11.1 Assignment. This Agreement shall be binding upon and for the benefit of Quinyx, Customer, and their permitted successors and assigns.

This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that either party may assign this Agreement in connection with a corporate reorganization, merger, acquisition, or sale of all or substantially all of its assets without consent. Any attempted assignment or delegation in violation of this Section 8.1 will be null, void and of no effect. Furthermore, Quinyx may assign this Agreement to any Affiliate. Quinyx may use independent contractors and subcontractors to assist in the delivery of Services; provided, however, that Quinyx shall remain liable for the actions or omissions of such independent contractors or subcontractors and for the payment of their compensation.

11.2 Publicity. The Customer grants Quinyx the right to use its company name, logos and emblems for the purpose of the provision of the Services and in connection with its marketing campaigns and PR activities (including the right for Quinyx to describe the nature of the Services provided to the Customer under the Agreement on Quinyx's website and in mutually agreed press releases).

11.3 Non-Solicitation. During the Term, and for six (6) months thereafter, to the maximum extent enforceable under applicable law, each party agrees not to solicit for hire any employees of the other party, without such party's prior written consent; provided, however that the foregoing shall not be construed so as to prohibit or limit either party from soliciting or recruiting an employee of the other party (a) in connection with a job search conducted generally in the media, through the Internet or through professional recruiters or employment agencies, or (b) who approaches such party about the possibility of employment with such party without first having been intentionally personally solicited or recruited by such party.

11.4 Notices. All notices, consents, and approvals under this Agreement must be delivered via email to Quinyx at legal@quinyx.com and to Customer at the email address set forth in the Ordering Document and will be effective upon submission (a read receipt may be requested). Either party may change its address by giving notice of the new address to the other party.

11.5 Governing Law; Disputes.

- (a) This Agreement will be governed by the laws of the State of New York, without reference to its conflicts of law principles. The United Nations Convention for the International Sale of Goods will not apply to this Agreement. THE PARTIES IRREVOCABLY WAIVE ALL RIGHTS UNDER APPLICABLE LAW TO A TRIAL BY JURY.
- (b) If a dispute arises out of or in connection with the Agreement or the performance, validity or enforceability of it ("**Dispute**") then the parties shall follow the procedure set out in this section: (i) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, suitably senior representatives of the Customer and of Quinyx shall attempt in good faith to resolve the Dispute; (2) if such representatives are for any reason unable to resolve the Dispute within 10 days of service of the Dispute Notice, the Dispute shall be referred to the Chief Executive Officer of the Customer and Chief Executive Officer of Quinyx who shall attempt in good faith to resolve it; and (3) if for any reason they are unable to resolve the Dispute within 20 days of it being referred to them, then the matter shall be referred to the applicable court or arbitration forum as set forth in this Section 11.5, provided that nothing shall prevent Quinyx from commencing or continuing dispute proceedings in



relation to any Dispute where Quinyx considers it is reasonable to do so despite not completing the process set out in this section.

- (c) Any dispute, controversy or claim arising out of or relating to this Agreement or an Ordering Document, or the breach, termination or validity thereof that is not resolved pursuant to Section 11.5(b) shall be finally settled in arbitration in accordance with the JAMS procedures pursuant to its Streamlined Arbitration Rules and Procedure, but a single arbitrator. The arbitration shall be conducted in New York, New York in the English language. The award shall be final and binding on the Parties and judgement on the arbitrator's award may be entered into any court having jurisdiction. Unless provided otherwise herein, the arbitrator may not award non-monetary or equitable relief of any sort. The arbitrator shall have no power to award damages inconsistent with this Agreement. No discovery shall be permitted in connection with the arbitration unless it is expressly authorized by the arbitrator upon a showing of substantial need by the party seeking discovery. Each party shall bear its own costs of the arbitration. The fees and expenses of the arbitrator shall be shared equally by the Parties. All aspects of the arbitration shall be treated as confidential, including but not limited to the possibility or existence of the proceedings, the proceedings themselves, any statements made during the course of the proceedings, documents and other information submitted by the Parties or prepared by the arbitrator(s), and the final award. Neither the Parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such Parties a reasonable opportunity to protect their interests.
- (d) Notwithstanding Section 11.5(c) above, Quinyx may, in its sole discretion, bring any claim or dispute arising out of or in connection with its Intellectual Property before any courts and/or administrative authorities having jurisdiction over the subject matter of such claim or dispute.

11.6 Remedies. Notwithstanding any other provision of this Agreement, including, without limitation Section 11.5 above, both parties acknowledge that (a) any use of the disclosing party's Confidential Information in a manner inconsistent with the provisions of this Agreement, or (b) any breach by Customer of any of the restrictions set forth in Section 2.1 and Section 2.5, may in each case may cause the disclosing party (or with respect to (b), Quinyx) irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both parties agree that, in addition to any other remedy to which the disclosing party may be entitled hereunder, at law or equity, the disclosing party shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law.

11.7 Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.8 Severability. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

11.9 Code of Conduct. Quinyx shall at all times comply with its Code of Conduct, in its latest form made available from time to time at www.quinyx.com/policies.

11.10 No Third Party Beneficiaries. The parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity (including any User or any Employee) other than the parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

11.11 Export. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Quinyx Service (including not making the Quinyx Service available to any person or entity that is located in a country that is subject to a European Union, United Nations or U.S. government restriction or embargo).

11.12 Construction. The parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the words: "including" means "including but not limited to,".

11.13 Restricted Rights Legend (United States Government Use Limitations). The following provision applies only if Customer is a branch or agency of the United States Government or is purchasing the Services on behalf of the United States Government. The Services are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7202-3 (JUN 1995). Use, duplication, or disclosure of the Quinyx Service and Documentation by the United States Government is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR- 52-227.19, as applicable.

11.14 Force Majeure. Either party may be excused from fulfilment, and shall notify the other party thereof, of any obligation if such fulfilment is prevented by a Force Majeure Event, but only during the period that the fulfilment is prevented or delayed and provided that the affected party: (i) as soon as reasonably practicable after the start of the Force Majeure Event, notifies the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and (ii) uses commercially reasonable efforts to mitigate the effect of the Force Majeure Event on the performance of its obligations.

11.15 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties.



**EXHIBIT A
Service Availability**

- a) *Performance.* Subject to the remaining provisions of this Exhibit A, Quinyx warrants that the Service Availability shall be no less than 99.9% each month, where "Service Availability" means the availability of the relevant Quinyx Service measured on a monthly basis as follows:
- i) total minutes in the relevant calendar month ("**Total Minutes**"); minus
 - ii) the total minutes that the Quinyx Service is not available in the relevant month as calculated in accordance with the Quinyx monitoring system (excluding any minutes that the Quinyx Service is not available due in whole or in part to any of the Permitted Exclusions); divided by
 - iii) the Total Minutes,
- expressed as a percentage.
- b) *Measurement.* The measuring point for Service Availability is the availability of the Quinyx Service of Quinyx's production tenants at Quinyx's hosting provider's data center internet connection points.
- c) *Credits.* In respect of each of the Workforce Management Service and the AI Modules (as applicable), Quinyx's Service Availability for the previous month is provided every first Monday of a month in the Support Portal. In the event of non-fulfilment of the warranted Service Availability during a certain month, the Customer is entitled to request that Quinyx issues credits, corresponding to a percentage reduction of the relevant proportion of that month's Service Fee ("**Credits**"), provided that such request is made in writing within 14 days of the end of the relevant calendar month in which Quinyx failed to meet the Service Availability target, according to the following tables:

Workforce Management Service

Actual Service Availability/month	Credit
98.0 – 99.9%	20%
95.0 – 98.0%	25%
90.0 – 95.0%	35%
<90%	50%

AI Modules

Actual Service Availability/month	Credit
98.0 – 99.9%	20%
95.0 – 98.0%	25%
90.0 – 95.0%	35%
<90%	50%

- d) *Eligibility.* Eligibility to Credits is subject to the Customer not having any undisputed outstanding balances due or in any other way being in material breach of the Agreement. The Credit shall be the Customer's sole and exclusive remedy for Quinyx's failure to meet its obligations under this Exhibit A or Exhibit B. For the avoidance of doubt, the Credit shall only apply to the relevant proportion of the Service Fee to which Quinyx's failure to meet the Service Availability relates. For example, where Quinyx fails to meet the agreed Service Availability in respect of the Workforce Management Service but meets the agreed Service Availability in respect of the AI Modules, the Customer shall only be entitled to request a Credit in respect of the element of the Service Fee which relates to the Workforce Management Service and not the element of the Service Fee which relates to the AI Modules.
- e) *AI Modules.* In respect of the AI Modules only, if the actual Service Availability in respect of the AI Modules is less than 90% for any two consecutive calendar months, the Customer shall be entitled to immediately terminate this Agreement in part in respect of the AI Modules (but for the avoidance of doubt, not in respect of the Workforce Management Service or the Professional Services). Termination of this Agreement in part shall be the Customer's sole and exclusive remedy for Quinyx's failure to meet the agreed Service Availability.
- f) *Permitted Exclusions.* Quinyx shall not be deemed to have failed to meet the relevant Service Availability calculation and therefore no Service Credit shall be made available to the Customer or other remedy apply if the relevant failure has arisen due to:
- i) unavailability caused by a Third Party Application (including issues related to networks, services, hardware or software that Quinyx is not responsible for managing), disruptions in the Customer's internet connection or the Customer's connection to intermediate backbone networks;



- ii) a Force Majeure Event;
- iii) a fault, defect, error or issue caused by the Customer Equipment;
- iv) Quinyx undertaking any Maintenance in accordance with the Agreement; and/or
- v) any act or omission by the Customer in breach of the Agreement
(the "**Permitted Exclusions**").



EXHIBIT B
Service Maintenance and Service Support

- a) *Service Support.* The provisions of this Exhibit B only apply to support in respect of the Quinyx Service (and not in respect of any Professional Services).
- b) *Updates.* The Customer is aware that Quinyx continuously updates and develops the Quinyx Service. Provided that Quinyx does not materially degrade the functionality of the Quinyx Service (as measured reasonably against the applicable Feature List elements and their specific characteristics at the time of signing of the Agreement), Quinyx shall be entitled to continuously use the latest version of the standard software for the provision of the Quinyx Service, even if this leads to certain minor changes in the use for the Customer. Quinyx will use commercially reasonable efforts to notify the Customer at least seven days before any scheduled update or other Maintenance. Such notification shall typically be included in release notes made available to the Customer and shall include information about any material changes in any upcoming releases.
- c) *Reproducing Errors.* Quinyx is responsible for fault detection in case of incidents (errors and disruptions) in the Quinyx Service and for assistance regarding elementary technical and functional issues and in the interpretation of Materials. Quinyx must be able to reproduce the errors in order to remedy them. The Customer is expected to cooperate as reasonably requested in order to reproduce errors and carry out fault detection measures. The Customer shall, if necessary, provide a secure technical possibility to carry out support through remote connection.
- d) *Third Party Applications.* If there is a fault in a Third Party Application and Quinyx is unable to rectify it itself, Quinyx shall report this to the relevant Third Party Application supplier and install any solution received from that supplier if this can be done without having an adverse effect on the Quinyx Service. Over and above this, to the maximum extent permitted by applicable law, Quinyx has no liability for faults in the Third Party Application.
- e) *Customer Representative.* Quinyx and the Customer shall agree on named contact persons from the Customer who is solely entitled to report issues with the Quinyx Service to Quinyx's support function. The number of contacts is determined by the Customer's size. The support contact persons must have undergone relevant training in relation to the Quinyx Service. In case of changes in contacts, the Customer shall inform Quinyx in writing.
- f) *Customer Success Plans.* The support provided by Quinyx shall be determined by the applicable level of the Customer Success Plan (as set out in the table below). The Ordering Document shall specify the level of support provided under a Customer Success Plan but where no Customer Success Plan is specified in the Ordering Document, Quinyx will provide support in accordance with the Bronze plan.

Support	Customer Success Plans			
	Bronze	Silver	Gold	Platinum
Access to Quinyx customer community	X	X	X	X
Access to Support Portal	X	X	X	X
8 X 5 support online	X	X	X	
Outbound phone	X			
Access to "Customer Success" email	X			
8 X 5 support online and inbound/outbound phone		X	X	X
Named Customer Success Manager, catch ups two times/year		X		
Named Customer Success Manager, quarterly service reviews			X	X
Enhanced support SLA (as set out in section h) below)			X	X
Bi-yearly strategy and roadmap presentation			X	X
Yearly configuration review with Quinyx Expert			X	
Two times/year configuration review with Quinyx Expert				X
Yearly optimization data exercise				X



24 X 7 support via phone and online				X
Named Support Engineer				X
Named Quinyx Executive Sponsor				X
Annual immersion day				X

- g) *Support Hours.* Quinyx will provide support between 08:00 and 17:00 local time on normal local working days in the following time zones: EET, CET, GMT, EST, CST, MST and PST. Any exceptions in service hours are notified no less than two weeks in advance in the Support Portal. If the Customer has the Bronze Customer Success Plan, the Customer may only contact Quinyx via the Support Portal unless otherwise indicated in subsection (h) below. For any other Customer Success Plan, the Customer may contact Quinyx via the Support Portal or by telephone. Quinyx's contact telephone numbers can be found on the Support Portal.
- h) *Response Times.* Quinyx shall use commercially reasonable efforts to respond to incidents or issues with the Quinyx Service within the time period specified below depending on the gravity of the incident (as determined by Quinyx acting reasonably). For clarity, the response itself shall be proportionate to the level of gravity of the incident and automated emails shall not constitute an acceptable response for the purpose of this clause. Without limiting the generality of the foregoing, an example of an acceptable response from Quinyx would be to meet the relevant target response time below and, if applicable, set up an incident ticket without undue delay thereafter:

Level of Gravity	1 - Critical	2 - Urgent	3 - High	4 - Other
Definition	Commercially critical situation which affects all Users including the accessibility of the system without any alternative solution to the problem.	Customer critical situation which affects payroll transactions for a significant number of customers' Users (at minimum 100 Users), without any alternative solution to the problem.	Serious situation in which important functions do not operate satisfactorily or problems in the performance which seriously affects the use of the Quinyx Service. No alternative solution is available.	Elementary technical and functional issues where an alternative solution is available.
Manner to report the incident	Via Support Portal or telephone	Via Support Portal or (for Silver, Bronze and Platinum only) telephone	Via Support Portal or (for Silver, Bronze and Platinum only) telephone	Via Support Portal or (for Silver, Bronze and Platinum only) telephone
Target response time for Customers with Bronze or Silver Customer Success Plans	Within 1 Working Hour	Within 8 Working Hours	Within 24 Working Hours	Within 24 Working Hours
Target response time for Customers with Gold or Platinum Customer Success Plans	Within 1 Working Hour	Within 4 Working Hours	Within 8 Working Hours	Within 8 Working Hours



EXHIBIT C Professional Services

1. Professional Services. Where identified in the Ordering Document, Quinyx shall provide the Professional Services in accordance with the Agreement, including any SOW and in accordance with Good Industry Practice. Quinyx shall use commercially reasonable efforts to meet any stipulated performance dates and apply such time, attention, resources, trained personnel and skills as it deems necessary for the due and proper performance of the relevant obligation. Quinyx will provide the Professional Services to the Customer pursuant to its standard policies and procedures, including relevant third party warranties in effect from time to time.

2. Collaboration. The Customer will provide such co-operation, facilities, materials, information and resources, irrespective of whether it concerns in-house or third party resources, as reasonably requested by Quinyx. The Customer will collaborate with Quinyx in the appropriate manner and promptly respond to reasonable requests for consultation, information, decisions and approvals. The Customer will review documents received and shall ensure that the environment where Professional Services shall be applied, fulfills the minimum requirements reasonably specified by Quinyx from time to time.

3. Promptness. Each party shall use all commercially reasonable efforts to ensure that all information provided to the other party is accurate and provided in a timely manner. The parties shall notify each other of any circumstances that may have an impact on delivery, and otherwise perform their respective obligations in a manner that will enable delivery of the Professional Services.

4. Change Requests. Either party may request a change to an SOW, and for such purpose shall submit to the other party a written notice ("Change Request") setting forth the requested change and the reason for such request. Within five (5) business days (or such other period of time as agreed by the parties) after the receipt of such Change Request, the parties shall discuss the necessity, desirability and/or acceptability of the Change Request. When and if both parties have agreed in writing upon the changes, and any resulting change in the estimated fees for the project, the parties shall complete and execute the Change Request.

5. Access. Customer agree to provide Quinyx access to Customer's computers and network via remote data communications and by visits to Customer's site as reasonably required to perform under any Order Form or SOW. All supplies, information and computer resources, including software licenses (other than software supplied by Quinyx), required to perform the Professional Services shall be provided to Quinyx at Customer's expense.

6. License. Quinyx hereby grant Customer a non-exclusive, non-transferable license to use any Deliverables developed by Quinyx in the performance of Professional Services and delivered to Customer, upon Customer's payment in full of all amounts due hereunder, solely in conjunction with, and consistent in scope with, Customer's permitted use of the Quinyx Service under this Agreement. Quinyx retain ownership of all information, software and other property owned by Quinyx prior to this Agreement or which Quinyx develop independently of this Agreement and all Deliverables delivered, compiled or developed by Quinyx in the performance of this Agreement, including, but not limited to all configurations of the Quinyx Service. All such information shall be treated as Confidential Information of Quinyx in accordance with this Agreement. Quinyx may utilize any and all methods, computer software, know-how or techniques related to programming and processing of data, developed by Quinyx while providing the Professional Services and may incorporate the work product in future releases of any Quinyx products and/or services.

7. Professional Services Warranty. Quinyx warrant that any Professional Services provided hereunder shall be provided in a competent manner in accordance with any specifications set forth in the Order Form or SOW (as the case may be), in all material respects. Quinyx further warrant that any Deliverables provided pursuant to any Professional Services engagement shall comply, in all material respects, with the specifications set forth in the SOW. If the Professional Services are not performed as warranted or the Deliverables do not comply, then, upon Customer's written request, Quinyx shall promptly re-perform, or cause to be re-performed, such Professional Services, at no additional charge to Customer. Such warranties and other obligations shall only survive for sixty (60) days following the completion of the Professional Services or the delivery of each applicable Deliverable, as the case may be. Such re-performance shall be Customer's exclusive remedy and Quinyx's sole liability for any such non-performance. If, however, after repeated efforts, Quinyx are unable to remedy such defect in any Deliverable, then Customer's sole remedy and Quinyx's entire liability shall be to refund to Customer any amounts previously paid by Customer for the particular deficient Professional Services or Deliverables.

8. Staffing. Quinyx shall have sole discretion regarding staffing for the Professional Services, including the assignment or reassignment of personnel.

9. Customer's Obligations. Customer will cooperate with Quinyx, will provide Quinyx such assistance as Quinyx may reasonably request, and will fulfill Customer's responsibilities and obligations as set forth in this Agreement and the Order Form and SOW in a timely manner. Customer acknowledges and agrees that the pricing and timelines set forth in the Ordering Documents and/or SOW are dependent upon Customer's timely performance of its responsibilities and obligations. If Quinyx personnel are required to be present at Customer's location, Customer will provide adequate workspace. Customer shall be responsible for obtaining and paying for any releases, rights, licenses, clearances or permissions necessary to use any third party materials which are the responsibility of Customer to provide in connection with any Professional Services performed by Quinyx under any Order Form or SOW. Customer will appoint a contact person. This contact, or a designated alternate, should be reasonably available on site or by phone at all times that Professional Services are being provided.