WORKRAMP CLOUD SERVICES SUBSCRIPTION AGREEMENT

Effective: March --, 2023

This CLOUD SERVICES Subscription Agreement (“Agreement”) is entered into between WORKRAMP, Inc. (“WORKRAMP”) and the customer identified on the order that incorporates this Agreement by reference (THE “Order)”, and such customer, “Customer”), and is effective as of the effective date of such Order (the “Effective Date”). THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON BEHALF OF CUSTOMER REPRESENTS THAT IT HAS THE AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT. WorkRamp and Customer may also be referred to individually as "Party" or collectively as the "Parties" under this Agreement. Certain capitalized terms are defined in Section 1 (Definitions) and others are defined contextually in this Agreement.

1. **DEFINITIONS.**

“**Affiliate**” means an entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with a party, where “ownership” means the beneficial ownership of fifty percent (50%) or more of an entity’s voting equity securities or other equivalent voting interests and “control” means the power to direct the management or affairs of an entity.

**“Authorized Users”** means the individual or agent authorized by Customer to use the Cloud Services. Authorized Users include employees, consultants, agents, customers and other third parties accessing the Cloud Services on Customer’s behalf pursuant to the terms of this Agreement.

**“Cloud Services”** means the cloud-based software-as-a-service (“**SaaS**”) functionality, including Content Marketplace and all Updates, offered on a subscription basis by WorkRamp via an Order that provides the functionality described in the Documentation.

"**Content Materials**" means training content, and related materials licensed by Content Providers hereunder.

**"Content Providers"** means applicable third-party suppliers and/or licensors of the Content Materials which may require Customer to comply with additional terms of use as may be set forth at www.workramp.com/content-provider-terms-and-conditions and updated by WorkRamp from time to time, or otherwise mutually agreed between Customer and the Content Provider.

**“Content Marketplace”** means the training content and related materials provided by WorkRamp provided or licensed by third parties available for license and use as set forth in the applicable Order.

“**Customer Data**” means any content, data or materials that Customer and/or Authorized Users submitted to the Cloud Services. Customer Data excludes Usage Data, Content Materials, any content from publicly available sources, and any suggestions, enhancement requests, recommendation, corrections of other “Feedback” relating to the use and operation of the Services as described in Section 5.4 below.

**“Documentation”** means the WorkRamp provided instructions, usage guidelines and technical documentation for the Services available at https://help.workramp.com as may be updated from time to time.

"**Malicious Code**" means code, files, scripts, agents, malware or programs intended to do harm, including but not limited to viruses, worms, time bomb and Trojan horses.

“**Order**” means the applicable ordering document, acceptable to WorkRamp, executed by the Parties referencing this Agreement that sets out the specific Services and amounts purchased by Customer hereunder.

**“Services”** means collectively, as applicable, Cloud Services, and Technical Design and Implementation Services Customer has ordered and WorkRamp has agreed to provide, as indicated on the applicable Order.

**“Subscription Term”** means the period Customer is entitled to use the Cloud Services as set forth in the applicable Order.

**“Technical Design and Implementation Services”** means any WorkRamp provided implementation, enablement, training, or other services as identified in an Order.

**“Updates”** means all updates and enhancements that WorkRamp generally makes available, at no additional charge, to its customers of the Cloud Services identified in an Order and licensed hereunder pursuant to Section 7.2 below.

**“Usage Data”** means usage information reflecting access or use of the Cloud Services by Customer and/or Authorized Users.

**“Usage Levels”** means metrics used to determine Customer access and use of the Services, as set out in an Order.

1. **PROVISION OF SERVICES**
	1. Access to Cloud Services. Subject to Customer’s compliance with the terms of this Agreement, including timely payment of Fees (described below), WorkRamp makes the Cloud Services available to Customer and its Authorized Users pursuant to an Order for Customer’s internal business use at the Usage Levels purchased by Customer. Customer agrees that that its purchase and use of the Cloud Services are not contingent on any future functionality or features or dependent on any oral or written public comments made by WorkRamp regarding future functionality or features.
	2. Authorized Users. Only Authorized Users are permitted to access and use the Cloud Services. Customer is responsible for (a) Authorized Users compliance with this Agreement, any Order(s) issued hereunder and all applicable laws and government regulations, and (b) maintaining the confidentiality of usernames, passwords, and other account information (as applicable). Customer will promptly notify WorkRamp if it becomes aware of any unauthorized use, or access to the Cloud Services.
	3. Protection of Customer Data. WorkRamp will maintain industry-standard administrative, technical, and physical safeguards for the protection of the security, confidentiality, and integrity of Customer Data. Where Customer’s use of the Cloud Services includes the processing of “personal data” subject to applicable data protection laws, the Parties agreed to comply with the terms of the WorkRamp Data Processing Addendum (“**DPA**”) located at: https://www.workramp.com/about/dpa/.
	4. Changes to Cloud Services. Subject to Section 7.2 below, WorkRamp may in its sole discretion, issue new releases for the Cloud Services which may include, but not be limited to, Updates, enhancements, or other modifications which (a) will be included in the Fees set out in the Order and (b) become available as of the release date.
	5. Restrictions. Customer will not (a) make the Cloud Services available to, or use any Cloud Services for the benefit of, any third party other than Customer or Authorized Users, (b) sell, resell, license, sublicense, distribute, rent or lease any portion of the Cloud Services, or include any portion of the Cloud Services in a service bureau or outsourcing offering, (c) use the Cloud Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights, (d) use the Cloud Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Cloud Services or any third-party data contained therein, (f) permit direct or indirect access to or use the Cloud Services in a way that circumvents the Usage Levels, or use the Cloud Services to access any WorkRamp intellectual property, except as expressly permitted under this Agreement, an Order, or the Documentation, (g) frame or mirror any part of the Cloud Services, other than framing on Customer's own intranet(s) (as applicable), or otherwise for its own legitimate business purposes, or as permitted in the Documentation, (h) access the Cloud Services in order to build a competitive product or service or to benchmark with a non-WorkRamp product or service, (i) reverse engineer, copy, or modify software included as part of the Cloud Services (except to the extent expressly permitted by applicable law in conflict with this restriction), and (j) utilize the Cloud Services for improper, fraudulent or other non-legitimate business purpose.

**3. Third Party Applications**. The Cloud Services may support integrations with and/or links to other products and services provided by third parties (“**Third-Party Applications**”). Customer’s use of such Third-Party Applications is subject to Customer’s agreement with the applicable provider and not this Agreement. WorkRamp has no liability for Customer’s reliance on or use of Third-Party Applications, including without limitation, their security, requirements, or use of Customer Data. By using Third-Party Applications, Customer permits WorkRamp to access and exchange Customer Data as required for the use and support of the Cloud Services.

1. **FEES AND PAYMENT**
	1. Subscription Term; Fees.Customer will pay WorkRamp all fees (“**Fees**”) as set forth in the applicable Order. Except as expressly set forth in this Agreement, all payment obligations are non-cancellable, and Fees paid are non-refundable. Unless otherwise specified in the applicable Order, each Subscription Term will renew for successive twelve (12) month periods, unless either Party gives notice to the other Party of its intent to not renew at least thirty (30) days before the current Subscription Term ends.

4.2 Payment Terms. Except as otherwise set forth in the applicable Order, all Fees will be billed annually in advance. All invoices for Fees are due and payable in United States dollars within thirty (30) days of the invoice date, without deduction or setoff. Late payments are subject to interest charges from the due date at the higher of 1.5% per month or the highest rate allowed by law (“**Late Payment Interest**”). Customer is responsible for providing complete and accurate billing and contact information to WorkRamp and notifying WorkRamp in writing (email is acceptable) of any changes to such information. If Customer fails to pay any past due invoice within ten (10) business days after receiving notice that its account is overdue, WorkRamp may, without limiting its other rights and remedies, suspend the Cloud Services until such amounts are paid in full ("**Non-Payment** **Suspension**") as more fully described in Section 10.2 below. Notwithstanding the foregoing, WorkRamp will not exercise its rights to Late Payment Interest or Non-Payment Suspension above if Customer reasonably disputes applicable Fees in good faith and is cooperating in a diligent manner to resolve the dispute.

4.3 Taxes. Customer is responsible for any federal, state, or other governmental sales, use, value-added, GST, withholding or similar taxes, duties, levies, or tariffs (foreign or domestic) now or hereafter imposed (“**Taxes**”) on the Services, other than Taxes imposed on WorkRamp’s net income. Fees and expenses (as applicable) are exclusive of Taxes.

4.4 Subscription Term. The Subscription Term shall be as specified in the Order. Except as otherwise specified in the Order, the Subscription Term will automatically renew for successive twelve (12) month terms, unless either Party gives the other Party notice of non-renewal at least thirty (30) days before the expiration of the then current Subscription Term.

4.5 Monitoring of Use. Customer will maintain complete and accurate records as reasonably necessary to verify compliance with this Agreement (“**Usage Records**”). Customer acknowledges that WorkRamp may monitor Customer’s use of the Services for the purpose of compliance with this Agreement. Customer acknowledges and agrees that it is obligated to pay, and WorkRamp has a right to invoice for its usage of Services that exceed the Usage Levels as set forth in the applicable Order (“**Excess Use**”). Excess Use will be invoiced at the rates as specified in the Order or if not specified, at WorkRamp’s then current standard rates.

**5. Proprietary Rights AND LICENSES**

5.1 Ownership; Reservation of Rights. As between the Parties, all rights, title and interest in and to all intellectual property rights in the Services and WorkRamp’s Confidential Information are and will remain owned exclusively by WorkRamp and its licensors. Ownership in all derivatives, modifications, new functionalities, enhancements, and customization related to the Services created by WorkRamp or by or for Customer will immediately vest in WorkRamp upon creation. To the extent any deliverables are identified in an Order as part of the Services, such deliverables are owned by WorkRamp and will be made available as part of the Cloud Services provided under this Agreement. Nothing in this Agreement will preclude or restrict WorkRamp from using or exploiting any concepts, ideas, techniques or know-how of or related to the Services. Other than as expressly set forth in this Agreement, no license or other rights in or to the Services or other WorkRamp’s intellectual property rights are granted to Customer, and all such rights are expressly reserved to WorkRamp and its licensors.

5.2 Customer Data. As between the Parties, Customer Data and Customer Confidential Information are and will remain owned exclusively by Customer or the Authorized User, as applicable. Customer hereby grants WorkRamp and its hosting providers a worldwide, limited term license to host and utilize Customer Data solely as necessary for WorkRamp to provide the Services in accordance with this Agreement and each Order executed hereunder.

5.3 Usage Data. Customer agrees that WorkRamp may collect, use, and otherwise process Usage Data to operate, improve and support the Cloud Services for its own lawful business purposes. WorkRamp will only disclose Usage Data if such data is anonymized or de-identified and presented in aggregate form that does not disclose Customer, its Authorized Users, or any Confidential Information associated therewith.

5.4 Feedback. To the extent that Customer or its Authorized Users provide any recommendations, suggestions, proposals, ideas, improvements, or other feedback regarding the Services or Documentation (“**Feedback**”), Customer hereby grants WorkRamp an irrevocable, perpetual, royalty-free, license to use, incorporate, and further develop such Feedback without any restrictions or attribution.

5.5 Content Marketplace. If the Order indicates that Customer has purchased a subscription to use the Content Materials, WorkRamp hereby grants Customer during the Subscription Term, a non-exclusive, non-transferable (except to a successor-in-interest as set forth in this Agreement), revocable license or sublicense to use the Cloud Services to: (a) access and use the Content Materials at the Usage Levels set forth in the Order and (b) download and modify the Content Materials to be used exclusively via the Cloud Services. WorkRamp does not make any representation or warranty regarding the accuracy or suitability of the Content Materials or that the Content Materials will meet Customer’s requirements or intended purposes. Furthermore, information contained in the Content Materials should not be construed as providing legal advice and WorkRamp shall not be liable for Customer's reliance on the Content Materials. To the extent that the Content Providers have specific additional terms and conditions associated with their use, Customer agrees to comply with such additional terms and conditions and such conditions will govern in the case of any conflict with this Section 5.5. Any use of the Content Materials outside of the scope of this Agreement shall constitute a material breach of this Agreement.

1. **CONFIDENTIALITY**

6.1 Definition of Confidential Information. “**Confidential Information**” means all information disclosed by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data, Confidential Information of WorkRamp includes the Services and Confidential Information of each Party includes the terms and conditions of this Agreement and all Orders (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

6.2 Protection of Confidential Information. The Receiving Party will (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care), (b) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (c) except as otherwise expressly consented to by an authorized representative of the Disclosing Party, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less restrictive than those herein. Neither Party will disclose the terms of this Agreement or any Order to any third party other than its Affiliates, legal counsel, and accountants without the other Party’s prior written consent, provided that a Party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s, or accountant’s compliance with this “Confidentiality” section.

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

**7. WARRANTIES AND DISCLAIMERS**

7.1 Mutual Warranty. Each Party represents and warrants that it has validly entered into this Agreement and has the legal power to do so.

7.2 WorkRamp Limited Warranties. WorkRamp warrants that (a) the Cloud Services will perform materially in accordance with the applicable Documentation and will not materially decrease the overall functionality of the Cloud Services during the current Subscription Term, and (b) the Technical Design and Implementation Services will be performed in a professional and workmanlike manner (collectively the “**Services Warranty**”). Customer's exclusive remedy and WorkRamp's entire liability for breach of the foregoing Services Warranty shall be the correction of the deficient Services that caused the breach of the warranty, provision of comparable functionality, of if WorkRamp can not accomplish the foregoing in a commercially reasonable manner, WorkRamp may terminate the deficient Services and refund to Customer the Fees for the terminated Services that Customer paid to WorkRamp prorated for the remainder of the Subscription Term following the effective date of termination.

### 7.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY OR ITS LICENSORS MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WORKRAMP DOES NOT WARRANT THAT SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, WILL MEET CUSTOMER’S REQUIREMENTS OR EXPECTATIONS, OR THAT ITS SECURITY MEASURES WILL BE SUFFICIENT TO PREVENT THIRD PARTY ACCESS TO CUSTOMER DATA.

**8. INDEMNIFICATION**

8.1 Indemnification by WorkRamp.

(a) WorkRamp will defend any claim brought against Customer by a third party to the extent such claim alleges that Customer’s use of the Cloud Services (as authorized in this Agreement) infringes a U.S. patent, any copyright, trademark or misappropriates a trade secret. WorkRamp will indemnify and pay all damages (including reasonable attorney fees) finally awarded against Customer by a court of competent jurisdiction (or amounts agreed in a monetary settlement) in any such claim.

(b) If any such claim is brought or threatened, or if WorkRamp reasonably believes that the Cloud Services may become the subject of an infringement Claim, WorkRamp may, at its sole option and expense (1) procure for Customer the right to continue to use the applicable Cloud Services, (2) modify the Cloud Services to make it non-infringing, (3) replace the affected aspect of the Cloud Services with non-infringing technology having substantially similar capabilities, or (4) if WorkRamp determines none of the foregoing is commercially practicable, terminate this Agreement upon thirty (30) days written notice and refund Customer any prepaid Fees related to the Cloud Services prorated for the remainder of the Subscription Term.

(c) Notwithstanding the foregoing, WorkRamp’s defense and indemnity obligations do not apply to (1) any modification of the Cloud Services made by any party other than WorkRamp, to the extent that the Cloud Services would not be infringing but for such modification, (2) any use of the Cloud Services in combination with software, products or services not provided by WorkRamp, to the extent that the Cloud Services would not be infringing but for such combination, (3) any Third-Party Applications, or (4) Customer’s use of the Cloud Services not in compliance with the terms of this Agreement, to the extent the Cloud Services would not be infringing but for such non-compliance. THIS INDEMNITY STATES WORKRAMP’S ENTIRE LIABILITY, AND CUSTOMER’S EXCLUSIVE REMEDY, FOR ANY THIRD-PARTY CLAIMS AS DESCRIBED IN THIS SECTION.

8.2 Indemnification by Customer. Customer will defend any claim brought against WorkRamp by a third party to the extent such claim relates to the Customer Data (if used by WorkRamp in accordance with this Agreement). Customer will indemnify and pay all damages (including reasonable attorney fees) finally awarded against WorkRamp (or amounts agreed in a monetary settlement) with respect to such claim. THIS INDEMNITY STATES CUSTOMER’S ENTIRE LIABILITY, AND WORKRAMP’S EXCLUSIVE REMEDY, FOR ANY THIRD-PARTY CLAIMS AS DESCRIBED IN THIS SECTION.

8.3 Procedure. The defense and indemnity obligations provided in this Section 8 are conditioned upon the indemnified Party providing the indemnifying Party with (a) prompt written notice, (b) sole control over the defense and settlement of, and (c) all information and assistance reasonably requested by the indemnifying party in connection with the defense or settlement of, any claim, provided the indemnified party’s prior written consent shall be required with regard to any settlement that imposes any obligation or liability on the indemnified Party. The indemnified Party may appear in connection with such claims, at its own expense, through counsel reasonably acceptable to the indemnifying Party.

**9. LIMITATION OF LIABILITY**

9.1 Exclusion of Damages. Neither Party will be liable for any loss of profits, revenues, goodwill or business interruption, loss of anticipated savings, loss of use, costs of substitute goods or services, work stoppage or any indirect, special, incidental, exemplary, punitive, or consequential damages arising out of or relating to this Agreement, however caused, and based on any theory of liability, whether for breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, even if such Party is advised of the possibility of such damages. The foregoing disclaimer will not apply to the extent prohibited by law.

9.2 Limitation of Liability. A Party’s aggregate cumulative liability for all direct damages arising out of or related to this Agreement or the Services provided hereunder will not exceed the applicable Subscription Fees paid or payable to WORKRAMP for the CLOUD Services giving rise to the claim during the twelve (12) month period immediately preceding the claim. The existence of more than one claim shall not expand this limit. The liability limitations under this Section 9.2 will not apply to (a) Customer’s obligations to pay fees due under this Agreement, (b) Customer’s material breach of Section 2.5 (Restrictions), (C) amounts finally determined pursuant to either Party’s indemnity obligations TO THIRD PARTY’S under Section 8 (Indemnification).

**10. TERM AND TERMINATION**

10.1 Term.This Agreement shall commence on the Effective Date and shall continue until the expiration or termination of all Orders issued hereunder.

10.2 Suspension. In the event of Customer or Authorized User’s breach of this Agreement, including without limitation (a) for Non-Payment Suspension or of violation of Section 2.5 (Restrictions) referenced above, WorkRamp may, in its reasonable discretion, suspend Customer, or an Authorized User’s access to or use of the Cloud Services, provided however, WorkRamp will use good faith reasonable efforts, unless the circumstances dictate otherwise, to reasonably notify Customer or an Authorized User via email before taking the foregoing actions.

10.3 Termination. Either Party may terminate this Agreement or any Order by written notice if the other Party is in material breach of this Agreement, where such material breach is not cured within thirty (30) days after written notice of the breach from the non-breaching Party or with immediate effect where such material breach cannot be cured. For the avoidance of doubt, Customer’s noncompliance with Section 2.5 (Restrictions) is deemed a material breach of this Agreement. This Agreement may be terminated by either Party with immediate effect if a Party becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, and such petition or proceeding is not dismissed within forty-five (45) days.

10.4 Effect of Termination. Upon the expiration or termination of this Agreement for any reason, (a) all outstanding Orders and access to the Cloud Services will automatically terminate, (b) Customer and its Authorized Users shall immediately cease access and use of the Cloud Services, (c) all outstanding payment obligations of Customer will become due and payable immediately, and (d) Customer will destroy all copies and/or derivatives of the Content Marketplace materials in its possession. After termination, WorkRamp will have no obligation to maintain or provide any Customer Data, and thereafter may delete or destroy all copies of Customer Data, except if WorkRamp is required to retain a copy of such Customer Data for legal purposes, provided that such copy remains subject to the confidentiality provisions of this Agreement.

10.5 Surviving Provisions. The Sections titled “Fees and Payment," “Proprietary Rights and Licenses,” “Confidentiality,” “Term and Termination,” “Limitation of Liability,” and “General Provisions” will survive the expiration or termination of this Agreement for any reason.

**11. GENERAL PROVISIONS**

11.1 Publicity and Reference.Customer grants to WorkRamp a revocable right to use Customer’s company name and logo as a reference for marketing and promotional purposes on WorkRamp’s website and in other communications with existing or potential customers, subject to Customer’s trademark usage guidelines as provided to WorkRamp from time-to-time.

11.2 Export Controls. Each Party shall comply with all applicable export/sanctions laws and regulations in connection with providing and using the Services. Without limiting the foregoing, (a) each Party represents that it is not listed on any list of entities or individuals who are restricted from receiving U.S. services or U.S. items (including but not limited to the list of Specially Designated Nationals) nor is it owned or controlled by any such listed entity, (b) Customer will not, and will ensure that Authorized Users do not, violate any export control/sanctions prohibition, regulation, or other restriction or cause any such violation to occur and (c) Customer will not submit to the Services any information controlled under the U.S. International Traffic in Arms Regulations.

11.3 U.S. Government Rights. If Customer, or any Authorized User, is a branch, agency, or instrumentality of the United States Government, the following provision applies: the Services and Documentation comprise of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212 and are provided to the Government (a) for acquisition by or on behalf of civilian agencies, consistent with the policy in 48 C.F.R. 12.212, or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies in 48 C.F.R. 227.7202-1 and 22.7202-3.

11.4 Governing Law & Dispute Resolution. This Agreement will be governed by and construed under the laws of the State of California without reference to conflict of laws principles. The provisions of the United Nations Convention of Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Acts will not apply to this Agreement in any manner whatsoever. The Parties will be subject to the exclusive jurisdiction of the state and federal courts located in San Francisco, CA and the Parties agree and consent to the exclusive jurisdiction and venue of such courts.

11.5 Notices. Except as otherwise set forth in this Agreement or any Order executed hereunder, all notices under this Agreement will be sent via email, provided however, WorkRamp may send operational and related notices to Customer and/or Authorized Users through the Cloud Services. Notices will be deemed to have been given (a) the day after it is sent if by email, and (b) the same day if provided through the Cloud Services.

11.6 Force Majeure. Neither Party will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in its performance under this Agreement (except for payment of Fees) due to any cause beyond its reasonable control, including without limitation elements of nature or acts of God, war, riots, civil disorders, rebellions, revolutions, pandemics or epidemics (or similar regional health crisis), actions or decrees of governmental bodies, acts or threats of terrorism, strikes, labor disputes, failure of utilities or telecommunications, or other causes beyond the reasonable control of the affected Party (each a “**Force Majeure Event**”). The Party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event.

11.7 Assignment. Neither Party may assign this Agreement, in whole or part, without the prior written consent of the other Party, which shall not be unreasonably withheld and any attempt to transfer a Party’s rights or obligations under this Agreement will be void; provided that either Party may assign this Agreement without consent to an Affiliate, in the event of a corporate reorganization, or to a purchaser of a Party’s business entity in the event of a sale of all or substantially all of its business or assets provided that the purchaser is not a competitor of the other Party. Any successor will agree in writing to be bound by the terms of this Agreement. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

11.8 Counterparts.  This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.  Counterparts to this Agreement transmitted by electronic mail in “portable document format” (“.**pdf**”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as a signed original.

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

11.10 Subcontractors. WorkRamp may use subcontractors, and other third-party providers (“**Subcontractors**”) in connection with the performance of its own obligations hereunder as it deems appropriate, provided that WorkRamp remains responsible for the performance of each such Subcontractor.

11.12 Entire Agreement. This Agreement (together with any Orders and linked terms) contains the entire Agreement of the Parties concerning the subject matter of this Agreement and supersedes all prior communications, representations, agreements, and understandings, either oral or written between the Parties with respect to said subject matter. This Agreement may only be amended or waived by a writing signed by both Parties. In the event of any conflict or inconsistency with respect to the following documents, the order of precedence will be: (1) the DPA, (2) the Order, (3) this Agreement, and (4) any links provided herein.

11.13 Modifications. WorkRamp may modify the terms of this Agreement (including any terms or policies referenced herein as applicable) from time to time, with notice to Customer as set forth in Section 11.5 (Notices) or by posting the updated and/or modified Agreement on WorkRamp’s website. Customer can review the most current version of the Agreement at anytime by visiting the web site. The revised Agreement will become effective on (a) the date set forth in the notice or (b) the effective date. of the posted change (above), whichever is later. If Customer (or any Authorized User) access or uses the Cloud Services after the effective date, such use will constitute Customer’s acceptance of any revised terms and conditions.

11.14 Miscellaneous.   If a provision of this Agreement is unenforceable or invalid, the provision will be revised so as to best accomplish the objectives of the Parties as evidenced by this Agreement.  This Agreement is in the English language only, which language will be controlling in all respects, and all versions of this Agreement in any other language will be for accommodation only and will not be binding on the Parties to this Agreement. Waiver of any term of this Agreement or forbearance to enforce any term by either Party shall not constitute a waiver as to any subsequent breach or failure of the same term or a waiver of any other term of this Agreement. Any provision found to be unlawful, unenforceable, or void shall be severed from the remainder of this Agreement, and the remainder of this Agreement will continue in full force and effect without said provision. There are no third-party beneficiaries to this Agreement, and Customer acknowledges that WorkRamp will have no obligations or liability whatsoever to any third parties with which Customer does business.

[*Remainder Left Blank*]