

## Client Master Terms and Conditions

These Client Master Terms and Conditions (“Terms”) govern Your access to, and ongoing use of, the Threads Culture Offerings (“Offerings”) specified in a Contract Form (“Contract”) that incorporates these Terms by reference. The person that signs the Contract agrees to these Terms on behalf of his or her organization and represents that he or she has the authority to bind such entity and its affiliates to these Terms. “You” or “Your” refer to such entity and its affiliates and any of their respective agents, employees or other authorized user of the Offerings. If the person that signs the Contract that incorporates these Terms by reference does not have such authority, or if You do not agree with these Terms, You may not use the Offerings.

These Terms were last updated on November 15th, 2019. They are effective between You and The Threads, Inc. (d/b/a “Threads Culture” or “Threads”) as of the date You execute the Contract.

You agree as follows:

1. **THREADS CULTURE OFFERINGS.** If and to the extent specified in a Contract Form, Threads Culture hereby grants You a worldwide, non-exclusive, non-transferable, non-assignable license to access and use the Threads Culture Offerings.
2. **FEES AND PAYMENTS.** You will pay to Threads Culture all of the fees specified in the Contract. The first payment will be due on the Subscription Term Start Date of the Contract, and each subsequent payment will be due as specified in that Contract. The fees are based on Your number of total positions, including both filled positions and to-be-hired positions (“Vacant”) on Your organization chart in the Threads Culture Offerings on the Subscription Term Start Date or Renewal Date. The fees are fixed for one Subscription Term beginning on the Subscription Term Start Date but may be modified by Threads Culture thereafter by providing one month’s prior written notice to You. All fees are net of any taxes You may be required to pay, or Threads Culture may be required to pay in connection with Your payment, in Your taxing jurisdiction. Payments are due in advance of the period for which they apply, except as otherwise expressly stated in the Contract. Unpaid amounts or errors may be billed in subsequent invoices. If You provide Threads Culture with credit card, debit card or bank account information, You authorize Threads Culture to use such payment information to automatically charge You on a recurring basis to collect all fees due under the Contract Form. You represent that You are authorized to incur charges against the payment card or account used to purchase the Offerings.

3. **TERM AND TERMINATION.** The term for which You are entitled to receive the Offerings shall be as set out in the applicable Contract for those Offerings (“Offerings Term”). Upon termination of the Contract or expiration of the Offerings Term thereof, Your access to the Offerings will be terminated. Upon expiration, the Offerings Term shall automatically renew for an additional Offerings Term of the same length unless either You provide Threads Culture (via email to [billing@threadsculture.com](mailto:billing@threadsculture.com)), or Threads Culture provides You, notice of non-renewal at least 30 days prior to the end of the expiring Offerings Term. Additionally, Threads Culture may terminate or change some or all of the Offerings at any time for any or no reason without liability, effective immediately, by providing written notice to You.
4. **DEFAULTS.** Threads Culture may terminate these Terms or Contracts governed by these Terms, and all rights granted hereunder for cause upon ten (10) days notice if You materially breach these Terms, and fail to cure the breach within the ten-day notice period. A material breach includes, but it not limited to, failure to pay the applicable fees when due.
5. **MODIFICATIONS.** The licenses granted hereunder do not include the right to modify or create derivative works based upon the Offerings. You may not use the Offerings for any purpose that violates applicable law or regulation or that is not expressly authorized under these Terms and/or the Contract.
6. **ASSIGNMENT.** Neither party may assign or delegate any of its rights or obligations in the Contract, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). The parties agree to provide the requisite consent to an assignment in conjunction with a sale of assets by either party, provided the sale is not to a competitor of the party asked to consent to the assignment. Subject to the foregoing, the Contract shall bind and inure to the benefit of the parties and their respective permitted assigns.
7. **CONFIDENTIALITY.** As used herein, “Confidential Information” means all confidential information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether electronically, 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 Threads Culture includes these Terms, the Contract and information provided as part of the Offerings. Your Confidential Information includes employee information and employee documents provided to Threads Culture to set-up and use the Offerings. 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 without reference to, or reliance upon, the Confidential Information of the Disclosing Party. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors, and agents who need such access for purposes consistent with these Terms.

8. **INDEMNIFICATION.** You will indemnify, defend, and hold Threads Culture and its officers, directors, agents, insurers, sub-licensees, and employees harmless from and against any and all claims, actions, losses, damages, liabilities, costs and expenses (including but not limited to attorneys' fees and court costs) brought by a third party (collectively a "Third Party Claim") arising out of or in connection with (a) Your negligence or willful misconduct or the negligence or willful misconduct of an authorized user of the Offerings (b) use of the Offerings in a manner not authorized or contemplated by Contract (c) the materials provided by You in connection with Your use of the Offerings, (d) modifications to the Offerings not made by Threads (e) Your breach of this Contract or Your representations or warranties in this Contract (c) Your violation of applicable law, rule, or regulation. Threads Culture will notify You promptly of any Third Party Claim for which it seeks indemnification. Threads will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

9. **LIMITED WARRANTY AND WARRANTY DISCLAIMER**

(a) Threads warrants that at the time of delivery, the Offerings do not contain any virus or other malicious code that would cause the Offerings to become inoperable or incapable of being used in accordance with the Contract.

(b) The limited warranty set forth in Section 9(a) does not apply and becomes null and void if You breach any provision of Contract, or if You, or any authorized user, or any other person provided access to the Offerings by You or any authorized user, whether or not in violation of this Contract: (i) installs or uses the Offerings on or in connection with any hardware or Offerings not specified in the Contract or expressly authorized by Threads in writing; (ii) modifies or damages the Offerings; or (iii) misuses the Offerings, including any use of the Offerings other than as specified in the Documentation or expressly authorized by Threads in writing.

(c) If any of the Offerings fail to comply with the warranty in Section 8(a), and such failure is not excluded from warranty pursuant to Section 8(b), Subject to You promptly notifying Threads in writing of such failure, Threads shall, at its sole option, either: (i) repair or replace the Offerings, provided that You provide Threads with all information Threads reasonably requests to resolve the reported failure, including sufficient information to enable Threads to recreate such failure; or (ii) refund the Fees paid for such Offerings, subject to You ceasing all use of the Offerings. If Threads repairs or replaces the Offerings, the warranty will continue to run from the Effective Date and not from Your receipt of the repair or replacement.

(d) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(a), THE OFFERINGS AND DOCUMENTATION ARE PROVIDED “AS IS” AND THREADS HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THREADS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(a), THREADS MAKES NO WARRANTY OF ANY KIND THAT THE OFFERINGS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

10. **LIMITATION OF LIABILITY.** Except for infringement or misappropriation of Thread’s intellectual property rights in the Offerings, in no event shall either party’s aggregate liability to the other party, whether in contract, tort or under any other theory of liability, exceed the total amount paid by You to Threads under the applicable Contract in the 12 months preceding the incident.

11. **EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** Except for infringement or misappropriation of Threads Culture’s intellectual property rights in the Offerings, in no event shall either party have any liability to the other party for any lost profits, revenues, or indirect, special, incidental, consequential, cover or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party has been advised of the possibility of such damages. The foregoing disclaimer will not apply to the extent prohibited by law.

12. **ENTIRE AGREEMENT.** These Terms and each Contract Form contain the entire agreement of the parties with respect to the Offerings specified in each Contract Form, and there are no other promises or conditions in any other agreements, whether written or

oral. These Terms supersede any prior written or oral agreements between the parties with respect to those Offerings specified in each Contract Form referencing these Terms.

13. **AMENDMENT.** The Contract may be modified or amended, if the amendment is made in writing and is signed by both parties except that Threads shall have the right to unilaterally amend the Contract to provide for changes in the offering.
14. **SEVERABILITY.** If any provision of these Terms, or any Contract Form, shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of these Terms or any Contract Form is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
15. **NOTICE.** The address of each party as set forth in the Contract Form shall be the appropriate address for the mailing of notices, checks, and statements, if any. All notices shall be sent certified or registered mail and shall not be deemed received or effective unless and until actually received. Either party may change its mailing address by written notice to the other.
16. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of these Terms shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of these Terms.
17. **APPLICABLE LAW.** These Terms shall be governed by the laws of the State of Iowa.