

## QUANTUM WORKPLACE MASTER SERVICE AGREEMENT

This Master Service Agreement (this “Agreement”), effective as of the effective date of the first SOW referencing this Agreement (the “Effective Date”), is between the entity identified as Customer in the applicable SOW (“Customer”) and Quantum Market Research, Inc. d/b/a Quantum Workplace (“Quantum Workplace”). This Agreement, together with any duly executed statement of work between Customer and Quantum Workplace that references this Agreement (“SOW”), governs Customer’s use of Quantum Workplace’s talent management platform and related services (“Services”) as detailed in the applicable SOW.

### 1. Services

**(a)** Subject to the terms and conditions of this Agreement, Quantum Workplace grants Customer a non-exclusive, non-transferable right to access and use the Services during the Term, solely for use by Authorized Users (defined below). Such use is limited to Customer’s internal use. Customer must use the Services in a lawful manner, and must obey all laws, rules, and regulations applicable to Customer’s use of the Services. An “Authorized User” means Customer’s employees, consultants, contractors, and agents **(i)** who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and **(ii)** for whom access to the Services has been purchased hereunder.

**(b)** Quantum Workplace has and will retain sole control over the operation, provision, maintenance, and management of the Services. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property (defined below) in or relating to, the Services. All right, title, and interest in and to the Services, and Quantum Workplace Intellectual Property, are and will remain with Quantum Workplace. “Intellectual Property” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, source code, object code, or other intellectual property rights and all similar or equivalent rights or forms of protection, in any part of the world.

**(c)** Quantum Workplace may, directly or indirectly, and by use of a disabling or any other lawful means, suspend, terminate, or otherwise deny Customer’s, any Authorized User’s, or any other person’s access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: **(i)** Quantum Workplace receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Quantum Workplace to do so; **(ii)** necessary for scheduled maintenance or unplanned emergency maintenance, including as necessary to maintain the security or integrity of Quantum Workplace’s network, hardware, or associated systems or those of third party providers; or **(iii)** Quantum Workplace determines in good faith that: **(A)** Customer has materially breached this Agreement and failed to cure such breach within fifteen (15) days of Quantum Workplace’s written notice (to the extent such breach is curable); or **(B)** Customer or any Authorized User has engaged in fraudulent, illegal, or harmful activities in connection with the Services. This Section **1(c)** does not limit any of Quantum Workplace’s other rights or remedies, whether at law, in equity, or under this Agreement.

### 2. Use Restrictions

Customer shall not use the Services for any purposes beyond the scope of the access granted in Section 1(a) of this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (a) copy, modify, or create derivative works of the Services, in whole or in part; (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (d) remove any proprietary notices from the Services; or (e) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. Customer will ensure its Authorized Users comply with the terms of this Agreement. Customer is responsible for all acts and omissions of its Authorized Users and all activities that occur under Customer’s account.

### **3. Duties and Obligations of Quantum Workplace**

Quantum Workplace shall provide the Services in a professional, workmanlike manner consistent with talent management software industry standards and applicable privacy laws. The Services shall include security controls, configuration, system integration, user identification and password change management, data import and export, monitoring, technical support, maintenance, training, and backup and recovery, as detailed in the applicable SOW and technical documentation provided by Quantum Workplace. During the term of this Agreement, Quantum Workplace shall not materially reduce functionality in the Services.

### **4. Duties and Obligations of Customer**

Customer shall not misrepresent the nature of the Services or any applicable privacy or confidentiality terms to any Authorized User or any person from whom Customer solicits or collects information or feedback through the Services.

Additionally, Customer will immediately notify Quantum Workplace of any actual or threatened unauthorized use of or access to the Services that comes to Customer or an Authorized User's attention. In the event of any such unauthorized use, Customer will take all steps necessary to terminate such unauthorized use or threatened activity and to mitigate its effects. Customer will provide Quantum Workplace with all necessary cooperation and assistance related to any such unauthorized use as Quantum Workplace may reasonably request. Notification of such unauthorized use or other security concerns should be reported to [dataprotection@quantumworkplace.com](mailto:dataprotection@quantumworkplace.com).

### **5. Term**

This Agreement is effective on the Effective Date and will continue until there are no active SOWs, at which point this Agreement will terminate automatically (the "Term").

### **6. Fees and Payment**

In exchange for the Services, Customer shall pay Quantum Workplace the fees detailed in the applicable SOW. Quantum Workplace Subscription Fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales, or use taxes ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on Quantum Workplace's net income or gross revenue. If Quantum Workplace has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Quantum Workplace with a valid tax exemption certificate authorized by the appropriate taxing authority. If applicable, Customer must provide the tax-exempt certificate within twenty (20) days of the date of the invoice. Unless otherwise specified in an SOW, fees and any applicable Taxes are payable within thirty (30) days of the invoice date. Overdue amounts shall accrue interest at the rate of two percent (2%) per week or the maximum rate permitted by law, whichever is less.

### **7. Confidentiality; Customer Data**

#### **(a) Mutual Confidentiality.**

Each party agrees to maintain in confidence all confidential information disclosed by the other party, including information marked as "confidential" and other information that would reasonably be considered confidential under the circumstances of its disclosure. Each party agrees to use such confidential information solely to perform its obligations or exercise its rights under this Agreement and to protect such information using the same degree of care it uses to protect its own confidential information, but no less than reasonable care. The confidentiality obligations in this Section 7(a) do not apply to information that: (i) was known to the receiving party prior to disclosure by the disclosing party without breach of any confidentiality obligation; (ii) is or becomes publicly available through no breach of this Agreement by the receiving party; (iii) is independently developed by the receiving party without use of or reference to the disclosing party's confidential information; (iv) is rightfully received by the receiving party from a third party

without breach of any confidentiality obligation; or (v) is required to be disclosed by law, regulation, or order of a court or governmental authority, provided that the receiving party, where legally permitted, provides the disclosing party with prompt written notice of such requirement and reasonable assistance in seeking a protective order or other confidential treatment.

#### **(b) Customer Data and Privacy Compliance.**

All data uploaded by Customer, including survey responses, performance data, development data, and personal information of Customer's employees ("Customer Data"), remains Customer's sole property and shall be treated as Customer's confidential information. Where Customer Data includes personal information subject to privacy laws, the parties acknowledge that Customer acts as the data controller and Quantum Workplace acts as a data processor/service provider. Quantum Workplace agrees to: (i) process Customer Data only as necessary to provide the Services and in accordance with Customer's instructions; (ii) implement appropriate technical and organizational measures to protect Customer Data; (iii) assist Customer in responding to individual rights requests; (iv) notify Customer without undue delay of any unauthorized access to or disclosure of Customer Data; and (v) upon termination, delete or return Customer Data as directed by Customer. Customer Data will be stored by Quantum Workplace for sixty (60) days following termination to allow for data retrieval, after which it will be securely deleted unless Customer directs otherwise. Quantum Workplace may engage affiliates or third-party service providers (including subprocessors) to process Customer Data or otherwise assist in providing the Services, provided all such parties are bound by written obligations of confidentiality and data protection at least as restrictive as those set forth in this Agreement. Quantum Workplace remains responsible for compliance with its obligations hereunder, even if performed by a permitted subprocessor.

#### **(c) Data Processing and AI Governance**

Quantum Workplace may use, aggregate, and de-identify Customer Data to provide and improve the Services, provided that such use complies with applicable privacy laws. Customer Data is not used to train generative AI models. All generative AI features are optional and under user control. Users may freely reject, edit, or ignore generative AI outputs. For Quantum Workplace's non-generative machine learning models (such as sentiment analysis or predictive analytics), only de-identified data is used for training.

#### **(d) Survey Data and Termination**

Where Customer has designated surveys as confidential such that personally identifiable metadata is withheld from Customer, Quantum Workplace shall honor confidentiality promises made to Customer's employees during survey creation. Upon termination of this Agreement, if Customer requests survey responses together with identifying information previously withheld due to confidentiality settings, Quantum Workplace may decline such request in order to preserve employee confidentiality. Alternatively, Quantum Workplace may facilitate transfer of such confidential survey data to another vendor designated by Customer, provided that: (i) Quantum Workplace and the receiving vendor enter into appropriate confidentiality agreements protecting the confidential nature of such data; (ii) Customer pays additional fees to cover Quantum Workplace's administrative costs and professional services required to facilitate such transfer; and (iii) such transfer complies with the data protection obligations set forth in the Section entitled "Customer Data and Privacy Compliance" above. Nothing in this subsection shall modify Quantum Workplace's obligations regarding non-confidential surveys as specified elsewhere in this Agreement.

### **8. Mutual Representations and Warranties**

Each party represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement; (b) neither it nor any of its affiliates appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC"), is a person identified as a terrorist organization on any relevant lists maintained by governmental authorities, is located in, organized in, or resides in a country

that is the subject or target of sanctions administered or enforced through OFAC ("Sanctions"), is itself the subject or target of Sanctions, nor is otherwise a party with which the other party is prohibited to deal under the laws of the United States (collectively, "Blocked Persons"); (c) it is not owned or controlled, directly or indirectly, by Blocked Persons; and (d) the information it provides to the other party in order to execute this agreement or use the Services, as applicable, is accurate, complete, and may lawfully be disclosed by that party.

## **9. Security**

Quantum Workplace's technology, systems and network(s) for providing the Services will utilize generally accepted security measures designed to provide physical, administrative and technical safeguards to Customer Data and to secure any credentials and communication connections necessary to gain access to any data repository or system operated by or on behalf of Customer. In the event of any breach or unauthorized use of such credentials or connections, Quantum Workplace shall promptly notify Customer of such breach or unauthorized use. Quantum Workplace represents and warrants that to the best of its knowledge the Services do not and will not infringe the rights of any third party, and will be provided in accordance with applicable law, including any Federal or State privacy laws related to Customer Data.

## **10. Indemnification**

**(a) Customer Indemnification.** Customer shall defend, indemnify and hold harmless Quantum Workplace from and against any damages, losses, costs, liabilities or expenses (including without limitation costs and attorneys' fees), in connection with any claim or action that arises from or as a result of: **(i)** Customer Data or activities hereunder with respect to any Customer Data; **(ii)** any breach by Customer under this Agreement or any failure to comply with applicable laws and regulations; or **(iii)** Customer's use of the Services.

**(b) Quantum Workplace Indemnification.** Quantum Workplace shall defend, indemnify, and hold Customer harmless from and against any damages, losses, costs, liabilities or expenses (including without limitation costs and attorneys' fees) to unaffiliated third parties that in connection with any claim or action that arises from or as a result of infringement by the Services of any United States patent or any copyright or misappropriation of any trade secret. The foregoing obligations do not apply with respect to portions or components of the Services **(i)** not created by Quantum Workplace, **(ii)** resulting in whole or in part in accordance from Customer specifications, **(iii)** that are modified after delivery by Quantum Workplace, **(iv)** combined with other products, processes or materials where the alleged infringement relates to such combination, **(v)** where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or **(vi)** where Customer's use of the Services is not strictly in accordance with this Agreement and all related documentation. Customer will indemnify Quantum Workplace from all damages, costs, settlements, attorneys' fees and expenses related to any claim of infringement or misappropriation excluded from Quantum Workplace's indemnity obligation by the preceding sentence.

**(c) Indemnification Process.** A party seeking to be indemnified under this Section 10 shall **(i)** promptly notify the other party of such threats, claims, or proceedings related thereto; **(ii)** grant the other party the sole control over the defense of such claim, provided the indemnified party shall not be obligated to admit fault; and **(iii)** fully cooperate with the indemnifying party at the expense of the indemnifying party. Neither party shall be indemnified for any matter caused by its own gross negligence, willful misconduct or fraud.

## **11. Warranties; Limitation of Liability**

**(a)** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, CUSTOMER ACKNOWLEDGES AND AGREES THAT QUANTUM WORKPLACE'S SOFTWARE IS LICENSED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, COMPLETENESS, ADEQUACY OF INFORMATION, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. NO DATA, DOCUMENTATION OR ANY OTHER INFORMATION PROVIDED BY QUANTUM WORKPLACE OR

OBTAINED BY CUSTOMER FROM OR THROUGH THE SERVICES CREATES OR IMPLIES ANY WARRANTY FROM QUANTUM WORKPLACE TO CUSTOMER.

**(b)** NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTIES ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

**(c)** A party's liability (whether arising in tort, contract or otherwise and notwithstanding any fault, negligence (whether active, passive or imputed, product liability or strict liability of a party) under this Agreement or regarding any of the products or Services rendered by the parties under this Agreement will in no event exceed the aggregate amount of the Subscription Fees paid or payable under this Agreement for the twelve (12) month period ending on the date that a claim or demand is first asserted. Provided, however, in the event any legal proceedings must be instituted by Quantum Workplace to recover the fees or other amounts due it from Customer under this Agreement, Quantum Workplace shall be entitled to recover any costs associated with such collection.

**(d)** The limitations set forth in this Section 11 will apply notwithstanding any failure of essential purpose of any limited remedy. Notwithstanding the terms of this Section 11, the parties agree that Section 11(c) shall not apply to limit any claim under this Agreement to the extent arising out of or relating to a party's gross negligence, willful misconduct, or fraud.

## **12. Termination**

**(a)** Quantum Workplace may terminate this Agreement, effective on written notice to Customer, if Customer fails to pay any amount when due hereunder, and such failure continues more than fifteen (15) days after delivery of written notice thereof.

**(b)** Either party may terminate this Agreement, effective on written notice to the other party, if the other party breaches this Agreement, and such breach: **(i)** is incapable of cure; or **(ii)** being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.

**(c)** Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: **(i)** becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; **(ii)** files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; **(iii)** makes or seeks to make a general assignment for the benefit of its creditors; or **(iv)** applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

## **13. Notices**

Customer consents to electronic provision of all disclosures and notices from Quantum Workplace ("Notices"), including those required by law. Customer also agrees that any electronic consent will have the same legal effect as a physical signature. Customer agrees that Quantum Workplace can provide effective Notices regarding the Services to Customer through Quantum Workplace's website or through the dashboard via the Services, or by mailing Notices to the email and physical addresses identified in the applicable SOW. Notices may include, without limitation, notifications about Customer's account, changes to the Services, or other information Quantum Workplace is required to provide to Customer. Customer also agrees that electronic delivery of a Notice has the same legal effect as if Quantum Workplace provided Customer with a physical copy. Any Notice will be deemed to have been received by Customer following twenty-four (24) hours after the time such Notice is either posted to Quantum Workplace's website or emailed to Customer. Customer may need a computer or mobile device, Internet connectivity, and an updated browser to access the Services and review the Notices provided to Customer. If Customer is having problems viewing or accessing any Notices, Customer is encouraged to contact

Quantum Workplace and Quantum Workplace can provide an alternative means of delivery. Due to the nature of the Services, Customer will not be able to begin using the Services without agreeing to electronic delivery of Notices.

#### **14. Entire Agreement**

This Agreement, an SOW and any SOW Exhibits or Addenda contain the entire understanding and agreement between the parties respecting the subject matter hereof and supersedes all previous oral or written agreements and communications.

#### **15. Amendment**

This Agreement may be amended only by a written agreement signed by both parties. Notwithstanding the foregoing, Quantum Workplace may from time to time in its discretion update online policies, technical documentation, or product features with notice to Customer, provided any such change does not materially diminish Customer's core contractual rights or obligations under this Agreement.

#### **16. Assignment**

Neither party may assign this Agreement, or any rights or licenses granted in this Agreement, without the other party's prior written consent, not to be unreasonably withheld. Notwithstanding the foregoing, either party may freely assign this Agreement without the consent of the other party in the event of a merger, acquisition, or sale of all or substantially all of its assets.

#### **17. Governing Law; Jurisdiction**

**(a)** All matters relating to the Services and this Agreement and any dispute or claim arising therefrom or related thereto, shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

**(b)** Any legal suit, action or proceeding arising out of, or related to, this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of Nebraska, in each case located in the City of Omaha and County of Douglas. Each party waives any and all objections to the exercise of jurisdiction by such courts and consents to venue in such courts.

#### **18. Force Majeure**

Neither party will be liable for any delays in processing or other nonperformance caused by telecommunications, utility, failures, or equipment failures; labor strife, riots, war, pandemics, or terrorist attacks; fires or acts of nature; or any other event over which the respective party has no reasonable control. However, nothing in this section will affect or excuse Customer's liabilities or Customer's obligation to pay Subscription Fees under this Agreement.

#### **19. Miscellaneous**

In the event that any provision of this Agreement shall be held by a court to be unenforceable or invalid for any reason, such provision shall be modified or deleted in such a manner as to make this Agreement, as modified, legal and enforceable to the fullest extent of the law. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. The failure of either party to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. The parties are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. Any use of or access to third-party software shall be subject to the license terms and conditions of such third-party software.