

Mineral[®] Terms of Service

These Terms of Service and all policies or terms incorporated herein by reference (hereinafter referred to as “*Terms of Service*” or this “*Agreement*”) is an agreement between Mineral, Inc. (hereinafter referred to as “*we*,” “*us*,” “*our*,” or “*Company*”) and You or the entity You represent concerning access to and use of our products and services, including our websites and any pages registered on the trustmineral.com website (“*Website*”) and our proprietary, cloud-based, software-as-a-service offering, including any associated mobile applications and offline components (“*Software*”) (collectively, the “*Services*”).

Capitalized terms used herein have the meanings given in Article VIII. However, we include some definitions below to describe the roles of individuals or entities that may be authorized to access or use the Services.

“*Client*” means, as the case may be, a customer of Partner for which Partner is authorized by us to provide access to and/or use of the Services or a portion thereof, or a customer of Partner which purchases subscriptions to Premium Products from us.

“*Partner*” means an entity purchasing subscriptions to the Services and authorized by us to provide access to and use of the Services or a portion thereof to Client.

“*User*” means any individual or entity that uses the Services or a portion thereof on behalf of a Client or Partner or through the account or passwords of either, whether authorized or not, including without limitation the employees and agents of either.

“*You*” or “*Your*” shall mean the individual accessing or using the Services in his/her/their individual capacity or as a User, Partner, or Client, as the context requires.

“*Visitor*” means any individual or entity visiting our Website and/or Software.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY VISITING, ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THE APPLICABLE TERMS AND CONDITIONS SET FORTH HEREIN AND ALL OTHER TERMS AND POLICIES INCORPORATED BY REFERENCE OR OTHERWISE MADE AVAILABLE TO YOU. IF YOU DO NOT AGREE TO ALL OF SUCH TERMS, YOU MAY NOT USE THE SERVICES. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN ARTICLE IV, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER PROCEEDING OR CLASS ACTIONS OF ANY KIND.

You represent and warrant that You are lawfully able to enter into this Agreement, and that by doing so, You will not be in breach of any obligation, agreement or mandate. You enter into this Agreement by clicking a check box or button indicating Your acceptance of our Terms of Service, accessing or using the Services, or executing an Order Form. If You accept our Terms of Service on behalf of a company or other legal entity, You represent and warrant that You are authorized to enter into this Agreement on such entity’s behalf and bind such entity to this Agreement and that Your agreement to these Terms of Service shall be treated as the agreement of such entity. If You do not agree with our Terms of Service or do not have such authority, You may not use the Services. This Agreement, and any updates, amendment or modification agreed by both parties in writing, is effective as of the date You accept it as provided above. If You do not agree to any updated or amended terms to this Agreement, You shall notify us in writing immediately and suspend using the Services.

ARTICLE I – DESCRIPTION OF THE SERVICES

A. Purpose of the Services

The purpose of the Services is to provide access to general employment and human resources and compliance information. Nothing that appears on or is made available through or in connection with the Services, including without limitation any responses to questions, information provided in handbooks, guides, documents, items, materials, and any other content or information in any communication on or in connection with the Services, should be relied upon or construed as legal, tax, or similar professional advice. The information made available through or in connection with the Services is intended for general informational purposes only and should be used only as a starting point. It is not a substitute for a consultation with an attorney licensed to practice in Your jurisdiction about Your specific legal issue. If You are seeking legal advice, You are encouraged to consult an attorney. We do not engage in the practice of law, and Your subscription to, access to, or use of the Services under no circumstances creates an attorney-client relationship. You

understand that questions and answers or other postings to or communications on or in connection with the Services are not subject to attorney-client privilege.

B. No Protected Health Information

The Services are not designed or intended to process “Protected Health Information” or “Individually Identifiable Health Information” as those terms are defined under the HIPAA Privacy Rule (45 C.F.R. Section 160.103). You agree not to submit or share any Protected Health Information or Individually Identifiable Health Information on or in connection with the Services.

C. Your Account

You must register for an account to access and use the Services. You are responsible for maintaining the confidentiality and security of Account Information and User Content. You agree to maintain and promptly update Account Information and any other information You provide to us, to keep it accurate, current and complete. You must promptly notify us of any breach or unauthorized use of Your account or of user names or passwords associated with Your account, which are intended for Your internal use only. You shall not sell, transfer, or sublicense user names, passwords, Account Information, or other information associated with Your account to any other person or entity. Users may include You or Your employees or agents, and You shall only create one account per email address. Access to or use of the Services in any other manner or by any third party is prohibited.

D. Your Use

During the Order Form Term, You may access and use such features and functions of the Services as set forth on an Order Form, pursuant to the terms thereof and this Agreement.

E. Your Content

The Services allow Users to create, post, store, share, or otherwise make available User Content. By submitting, uploading, publishing, transmitting, or otherwise making available User Content on or in connection with the Services, You represent, warrant, and covenant that You or Your licensors own all right, title, and interest in and to User Content and that User Content and use of User Content shall not violate this Agreement or result in the violation of any applicable laws, rules, or regulations.

You recognize and agree that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the Services, You assume such risks. We make no representation, warranty, or guarantee that User Content will not be exposed or disclosed through errors or the actions of third parties. We shall have no responsibility or liability for the accuracy of data uploaded to the Services by You, including without limitation User Content and any other data uploaded by Users. We may, in our sole discretion, delete, edit, or remove User Content at any time and for any reason including a breach of any of the foregoing or if Your account is delinquent, suspended, or terminated for 60 days or more.

F. Service Level; Support

Subject to Your use of the Services in accordance with this Agreement, we will: (1) make the Services available pursuant to our Service Level Agreement set forth at Annex 2 below, which is incorporated herein by this reference; (2) provide Standard Support, as defined in the Service Level Agreement (SLA) attached hereto for the Services at no additional charge or Premium Support if purchased; and (3) provide the Services in accordance with generally applicable laws, rules, and regulations.

G. Privacy & Security

When You access or use the Services, You consent to our collection and use of data pursuant to our Privacy Policy, which is incorporated herein by this reference. In the event of a conflict between the provisions of our Privacy Policy and this Agreement, the provisions of our Privacy Policy shall control with respect to terms relating to our collection, rights and use of data; otherwise the provisions of this Agreement shall control. Without limiting the provisions of Articles I, II, or III, we will implement commercially reasonable security measures as described in our Privacy Policy.

ARTICLE II – PROPRIETARY RIGHTS

A. Reservation of Rights

Unless expressly provided under this Agreement, access to or use of the Company Materials shall not be construed as conferring any Intellectual Property Rights or licenses thereto, whether by estoppel, implication, or otherwise. Company Materials include proprietary property of Company or its licensors protected by U.S. and international intellectual

property laws. Company or its licensors own and retain all right, title, and interest in and to the Company Materials and all related Intellectual Property Rights thereto. No rights are granted except as expressly provided under this Agreement.

B. Limited Right to Access and Use

Subject to the terms and conditions of this Agreement, during the Order Form Term You are granted a limited, revocable (solely in connection with termination of this Agreement), non-exclusive, non-sublicensable (except to resell or sublicense to Partner's clients pursuant to the attached Order Form), non-transferable (except in connection with an assignment permitted under Section VI.G or VII.F) right to: (1) access and use the Services solely as expressly provided in this Agreement; and (2) electronically copy (except where prohibited without a license) and print to hard copy portions of the Services Materials and Documentation solely for Your informational, non-commercial, and personal use. Any use of the Services or the Services Materials other than as specifically authorized herein, without our prior written permission, is strictly prohibited and shall terminate all rights granted herein.

You shall not access or use the Services in any manner or for any purpose other than as expressly permitted by this Agreement. You represent, warrant, and covenant that Your use shall comply with our Acceptable Use Policy. You shall take reasonable steps to prevent unauthorized access to the Services, including without limitation by protecting Your passwords and other log-in information. You shall notify us immediately of any known or suspected unauthorized use of the Services or breach of its security, in each case through use of Your log-in information, and shall use commercially reasonable efforts to stop said breach. In Your use of the Services, You represent, warrant, and covenant that Your use of the Services shall not violate this Agreement or any applicable laws, rules, or regulations, including any privacy and security laws governing User Content.

C. Access and Use Restrictions

You shall not: (1) access or use the Services in a way intended to avoid incurring fees or contractual usage limits under an Order Form or this Agreement; (2) provide passwords or other log-in information to any third party except as specifically authorized by this Agreement; (3) share non-public Services features or content with any third party; (4) sell, resell, license, sublicense, rent, lease, transfer, distribute, or otherwise make available the Services or any part thereof, include the Services or any part thereof in a service bureau or outsourcing offering, or in any other way allow third parties to exploit the Services except as specifically authorized by this Agreement; (5) access the Services in order to build a competitive product or service, to build a product or service using similar ideas, features, functions or graphics of the Services, or to copy any ideas, features, functions or graphics of the Services, or allow a third party to do so using Your our Your Users' accounts; (6) engage in web scraping or data scraping on or related to the Services, including without limitation collection of information through any software that simulates human activity or any bot or web crawler reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive any source code or other trade secrets from or related to the Services or any part thereof; (7) modify, alter, translate, adapt, tamper with, or otherwise create derivative works of the Services or any part thereof; (8) remove, alter, cover, or obfuscate any proprietary notices, labels, trademarks, or service marks on the Services or any part thereof; or (9) use the Services in a way that violates or infringes upon the rights of a third party, including those related to contract, intellectual property, privacy, or publicity. You shall promptly notify us of any violation of any of the foregoing and reasonably assist us in any action or claim to enforce our rights. If we suspect any breach of the requirements of this Section C of this Article II, we may suspend access to the Services without advanced notice, in addition to such other remedies as we may have. Neither this Agreement nor our Acceptable Use Policy requires that we take any action against You or any User or other third party for violating our Acceptable Use Policy, this Section C of this Article II, or this Agreement, but we are free to take any such action as we see fit.

The Marks are proprietary materials of the Company or its licensor and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Company or its licensor. You may not use any metatags or any other "hidden text" utilizing any Marks without our prior written permission. In addition, the look and feel of the Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of the Company and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

D. User Content

Except as expressly provided under this Agreement, we obtain no rights to User Content. You hereby grant us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, non-transferable (except with Affiliates or in connection with an assignment permitted under Section VI.G or VII.F) and non-sublicensable license, without additional consideration to You or any other person or entity, to reproduce, distribute, perform, display (publicly or otherwise), and create derivative works from User Content solely as necessary to provide the Services to You.

E. Feedback

We shall be entitled to use the Feedback provided by You without restriction. You hereby irrevocably assign to us all right, title, and interest in and to the Feedback, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict our right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting You. Feedback will not constitute Your confidential information.

F. Confidentiality

We shall limit use of Your Confidential Information to our performance of this Agreement and access to Your Confidential Information to our employees, contractors, or agents who are bound by confidentiality obligations no less restrictive than those of this Section F. We shall not transfer or disclose Your Confidential Information to any third party except as expressly permitted under this Agreement nor allow the unauthorized disclosure, publication, display, or use of Your Confidential Information without Your prior written consent. Without limiting the generality of the foregoing, we shall protect Your Confidential Information with the same degree of care we use to protect our own confidential information of similar nature and importance, but with no less than reasonable care. We shall promptly notify You of any misuse or misappropriation of Confidential Information that comes to our attention.

You shall limit use of and access to Confidential Information to You and Your employees, contractors, or agents who are bound by confidentiality obligations no less restrictive than those of this Section F. You shall not disclose Confidential Information to any third party nor allow the unauthorized disclosure, publication, display, or use of Confidential Information without our prior written consent. Without limiting the generality of the foregoing, You shall protect Confidential Information with the same degree of care You use to protect Your own confidential information of similar nature and importance, but with no less than reasonable care. You shall promptly notify us of any misuse or misappropriation of Confidential Information that comes to Your attention.

Notwithstanding the foregoing, a party may disclose Confidential Information of the other party as required by applicable law or by proper legal or governmental authority, provided that such party gives prompt notice to the other party of any such legal or governmental demand and reasonably cooperates with the other party in any effort to seek a protective order or otherwise to contest such required disclosure at the other party's expense. Because of the unique and proprietary nature of the Confidential Information, each party understands and agrees that remedies at law for a breach of confidentiality will be inadequate and that a party shall be entitled to equitable relief, without proof of actual damage or posting a bond or other security, in addition to all other remedies provided under this Agreement or available at law. Upon termination of an Order Form or this Agreement, each party shall return all copies of the other party's Confidential Information to the other party or certify, in writing, the destruction thereof.

Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), You are on notice and acknowledge that, notwithstanding the foregoing or any other provision of this Agreement, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (1) is made (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (b) solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (3) files any document containing the trade secret under seal; and (4) does not disclose the trade secret, except pursuant to court order.

Confidential Information includes proprietary information of a party or its licensors protected by U.S. and international intellectual property laws. As between the parties, each party owns and retains all right, title, and interest in and to its Confidential Information and all related Intellectual Property Rights thereto.

ARTICLE III – WARRANTIES, DISCLAIMERS

Company represents, warrants, and covenants that the Services will operate substantially in compliance with applicable documentation. Company represents, warrants, and covenants that it or its licensors own all right, title, and interest in and

to the Services and any content provided through the Services, and use of such Services and content shall not knowingly result in the infringement or misappropriation of any third party rights or violation of any applicable laws, rules, or regulations.

The Services are not designed or intended to process “Protected Health Information” or “Individually Identifiable Health Information” as those terms are defined under the HIPAA Privacy Rule (45 C.F.R. Section 160.103). You agree not to submit or share any Protected Health Information or Individually Identifiable Health Information (“*Excluded Data*”) on or in connection with the Services. You recognize and agree that we have no liability for any failure to provide protections set forth in laws applicable to Excluded Data or otherwise to protect Excluded Data, and the Services are not intended for management or protection of Excluded Data and may not provide adequate or legally required security for Excluded Data.

The Services may contain links or otherwise allow You to access other websites, services, or technologies that are not under our control and are licensed by third parties (“*Third-Party Services*”). Such licensors retain all ownership right, title, and interest in and to such Third-Party Services and Partners and Clients are authorized to use such Third-Party Services solely in connection with the use of ThinkHR Services during the term of the applicable subscription. We make no claim or representation regarding, and accept no responsibility for, the availability, quality, content, nature, or reliability of Third-Party Services or other websites or services linking to the Services. We are not responsible for the contents, materials, or information provided or otherwise made available on any Third-Party Services, or any review, changes or updates thereto. We provide these links or access to the Third-Party Services to You only as a convenience, and the inclusion of any link or access to any Third-Party Services does not imply affiliation, endorsement or adoption by the Company of any Third-Party Services or any information contained therein. When You leave the Services, You should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which You navigate from the Services.

We, Partners, or Clients may provide third party content on the Services and may provide links to webpages and content of third parties (collectively the “*Third-Party Content*”). We do not control, endorse or adopt any Third-Party Content and make no representation or warranties of any kind regarding the Third-Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that we are not responsible or liable in any manner for any Third-Party Content and undertake no responsibility to update or review any Third-Party Content. Your access to and use of such Third-Party Content contained therein is at Your own risk.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT COMPANY MATERIALS AND ALL INFORMATION, CONTENT, OR OTHER ITEMS OR MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, OR THE RESULTS TO BE DERIVED FROM THE USE OF THE COMPANY MATERIALS, AND COMPANY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES AND ANY OTHER WARRANTY EXCEPT AS EXPRESSLY SET FORTH HEREIN. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (1) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (2) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICES IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT USER CONTENT WILL REMAIN PRIVATE OR SECURE. NO ORAL OR WRITTEN COMMUNICATION BY COMPANY OR ANY OTHER DOCUMENT, INCLUDING SALES OR MARKETING COLLATERAL, SHALL CREATE A REPRESENTATION OR WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY REPRESENTATION OR WARRANTY EXPRESSLY PROVIDED IN THIS AGREEMENT. THE DISCLAIMERS IN THIS ARTICLE III CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT.

ARTICLE IV – DISPUTES

A. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, OR THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, OR AGENTS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE,

ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, SUCH DAMAGES WERE FORESEEABLE, AND REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE, AND (II) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING FROM OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID TO COMPANY BY THE RELEVANT CUSTOMER UNDER THE RELEVANT ORDER FORM FOR ACCESS TO OR USE OF THE SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING LIMITATION OF LIABILITY PROVISION SHALL APPLY TO ANY CLAIM ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, EVEN IF ANY REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

B. Indemnification by Us

Company shall indemnify, defend, or settle any claim, suit or proceeding brought against a Customer, its Affiliates, and their directors, officers, shareholders, employees, agents, successors, and assigns, that is based upon a third-party claim that the Services and/or any content authored, controlled, and provided by Company infringes or misappropriates another person or entity's Intellectual Property Rights, privacy rights, or publicity rights ("*Claim*"), provided that: (1) Customer shall notify Company in writing of any Claim promptly, but in no event later than ten (10) calendar days after Customer first receives notice of the Claim; (2) Company shall have sole control over any Claim (including without limitation the selection of legal counsel and the right to settle on behalf of Customer on any terms Company deems desirable in its sole discretion provided that such settlement contemplates only monetary relief and does not include any admission of liability); and (3) Customer shall provide to Company such assistance and cooperation as Company may reasonably request from time to time in connection with the defense of the Claim, at Company's reasonable expense. Customer may, at its sole cost, retain separate legal counsel and participate in the defense or settlement negotiations. Company shall pay actual damages and costs awarded against Customer (or payable by Customer pursuant to a settlement agreement) in connection with a Claim. If the Services or any content authored, controlled, and provided by Company or its use becomes the subject of a Claim or its use is enjoined, or if, in the opinion of Company's legal counsel, is likely to become the subject of a Claim, Company shall attempt to resolve the Claim by using commercially reasonable efforts to modify the content or obtain a license to continue using the content. If, in the opinion of Company's legal counsel, the Claim, injunction, or potential Claim cannot be resolved through reasonable modification or licensing, Company, at its own election, may terminate the Order Form, in whole or in part, and/or the applicable content without penalty, and will refund to Customer the pro-rata portion of any Subscription Fees for the infringing content paid in advance by Customer to Company and attributable to any post-termination period. Company shall have no obligations under this paragraph if the Claim is based on additions, modifications, or a combination of material, content, products, or software not provided by Company or any use other than as expressly permitted by this Agreement. THE FOREGOING CONSTITUTES YOUR SOLE AND EXCLUSIVE REMEDY AND OUR SOLE AND EXCLUSIVE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT.

C. Indemnification by You

You agree to defend, hold harmless, indemnify or settle any claim, suit or proceeding brought against Company, its Affiliates, and their directors, officers, shareholders, employees, agents, successors, and assigns from from third party claims, damages, costs, liabilities and expenses, including without limitation reasonable attorneys' fees, arising out of or in any way related to: (1) Your unauthorized access to or misuse of the Services; (2) Your material breach of this Agreement or violation of applicable law with respect to Your use of the Services; (3) a dispute between You, in the case of a Partner, and Your Client, or (4), any claim alleging that You or Your User Content infringes or misappropriates another person or entity's Intellectual Property Rights, privacy rights, or publicity rights, provided that: (a) we notify You in writing promptly but in no event later than ten (10) calendar days after we first receive notice of the claim; (2) You shall have sole control over any claim (including without limitation the selection of legal counsel and the right to settle on behalf of Company on any terms You deem desirable in Your sole discretion provided that such settlement contemplates only monetary relief and does not include any admission of liability); and (3) we shall provide You such assistance and cooperation as You may reasonably request from time to time in connection with the defense of the claim.

D. Applicable Law; Jurisdiction

Unless prohibited by applicable law, all disputes arising out of or in any way related to this Agreement or any aspect of the relationship between You and Company shall be governed by the laws of the United States (including federal arbitration law) and the State of Delaware, regardless of Your location, and without reference to: (1) any conflicts of law

principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (2) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (3) other international laws.

E. Arbitration – INTENTIONALLY OMMITTED

ARTICLE V – PURCHASE TERMS

A. Order Form

Subscriptions to the Services are purchased under an Order Form or the purchasing portal within the Services, both of which incorporate this Agreement by reference and shall be deemed an Order Form. The Order Form shall remain in effect for the duration of the Subscription Term provided on the Order Form (“*Initial Term*”). Thereafter, the Order Form shall automatically renew for successive terms of the same duration as the Initial Term (each such period, a “*Renewal Term*” and collectively, the “*Order Form Term*”), unless: (1) either party provides written notice of non-renewal no less than thirty (30) days before the end of the then-current term of the Order Form Term; or (2) the Order Form is terminated for cause pursuant to Section J of this Article V. It is your responsibility to keep track of the renewal dates and by signing or agreeing to this Terms of Service and/or by using the services or products, you expressly agree to the auto-renewal provision outlined herein.

B. Subscriptions

Unless otherwise expressly provided in an Order Form, subscriptions to the Services are purchased for the duration of the Order Form Term. Subscriptions added during the Order Form Term are prorated for the portion of the Order Form Term remaining at the time subscriptions are added and are coterminous with the underlying Order Form.

C. Subscription Fees

You agree to pay all Subscription Fees set forth on an Order Form for the duration of the Order Form Term, including Subscription Fees for subscriptions added during the Order Form Term. Unless otherwise expressly provided in an Order Form: (1) Subscription Fees are based on the number of subscriptions purchased and not actual usage; (2) the number of subscriptions shall not be decreased, removed, or cancelled during the Order Form Term; (3) Subscription Fees shall not be decreased, removed, or cancelled during the Order Form Term; and (4) payment obligations for Subscription Fees are non-cancelable and Subscription Fees paid are non-refundable unless the Order Form is terminated by You for cause pursuant to Section J of this Article V.

Services are subject to Usage Limits provided in an Order Form. If Usage Limits are exceeded or any overages are discovered, You shall be responsible for and shall pay Subscription Fees attributable to such overages, which shall immediately accrue and be due and payable in accordance with this Article V. Company may monitor or audit use of the Services to ensure compliance with this Agreement. If such an audit reveals any underpaid Subscription Fees, You shall be responsible for and shall pay such underpaid Subscription Fees, which shall immediately accrue and be due and payable in accordance with this Article V.

You agree to reimburse Company for reasonable travel expenses related to its provision of Services. Travel expenses require Your prior written approval and may be invoiced separately.

D. Minimum Subscription Fees

No later than the last business day of each Billing Frequency set forth on an Order Form (“*Billing Period*”) during the Order Form Term, You or Company shall calculate the number of subscriptions added (or to be added) since the previous Billing Period (“*Periodic Count*”). You shall pay the minimum subscription fees, hereby defined as the greater of: (1) the Subscription Fees attributable to the actual Periodic Count for the current Billing Period; or (2) the Subscription Fees attributable to the Highest Periodic Count for any Billing Period during the Order Form Term (“*Minimum Subscription Fees*”). The Minimum Subscription Fees shall apply to the current Billing Period, and You shall remain responsible for the Minimum Subscription Fees for the remainder of the Order Form Term unless the Order Form is terminated by You for cause pursuant to Section J of this Article V.

E. Invoices & Payment

All undisputed amounts payable under this Agreement shall be paid without setoff or counterclaim and without any deduction or withholding. Payment of the Minimum Subscription Fees shall be in accordance with the Billing Frequency provided on the Order Form. Unless otherwise expressly provided in an Order Form, Minimum Subscription Fees are due

within thirty (30) days from the invoice date. If You provide credit card information to Company, You authorize Company to charge the payable Minimum Subscription Fees to such credit card. You are responsible for providing complete and accurate billing and contact information to Company and notifying Company of any changes to such information.

F. Billing Frequency

For a Pre-Paid Monthly Billing Frequency, Company shall invoice You the Minimum Subscription Fees on a pre-paid monthly basis on the first day of the Subscription Term and thereafter on the first day of the calendar month during the Order Form Term. After the first invoice, Company shall invoice You for the Minimum Subscription Fees and any overages or underpaid Subscription Fees for Periodic Counts attributable to the previous month, which shall immediately accrue and be due and payable.

For a Pre-Paid Quarterly Billing Frequency, Company shall invoice You the Minimum Subscription Fees on a pre-paid quarterly basis on the first day of the Subscription Term and thereafter on the first day of each calendar quarter during the Order Form Term. After the first invoice, Company shall invoice You for the Minimum Subscription Fees and any overages or underpaid Subscription Fees for Periodic Counts attributable to the previous quarter, which shall immediately accrue and be due and payable.

For a Pre-Paid Annual Billing Frequency, Company shall invoice You the Minimum Subscription Fees on a pre-paid annual basis on the first day of the Subscription Term and thereafter on the first day of each annual period during the Order Form Term. After the first invoice, Company shall invoice You for the Minimum Subscription Fees and any overages or underpaid Subscription Fees for Periodic Counts attributable to the previous annual period, which shall immediately accrue and be due and payable.

G. Late Payment

If an undisputed invoice remains unpaid by the due date, Mineral will provide a 30-day cure period after which time, without limiting Company's rights or remedies, Company may: (1) add a late payment charge of 1% of the outstanding undisputed balance per month or the maximum rate permitted by law, whichever is lower; (2) suspend access to Services until such amounts are paid in full; and/or (3) accelerate payment of all Minimum Subscription Fees due through the end of the then-current Order Form Term and terminate for cause if payment is not received within sixty (60) days of the due date. You shall be responsible for all reasonable costs and fees associated with our collection efforts, including reasonable attorneys' fees and costs and any auditing process.

H. Price Changes

Fees for Services may be changed at the end of the Initial Term and any Renewal Term thereafter, with any such change to be effective for the subsequent Renewal Term, provided that Company provides notice of any such price change at least sixty (60) days prior to the commencement of such Renewal Term. Fees for new features or functionality shall be effective when Company posts updated fees on the Services or its website, or by notifying You in accordance with Section D of Article VII (provided that, for clarity, fees may not be changed during the Initial Term or a Renewal Term if such fees were already agreed upon in an Order Form). Certain Products may be provided without charge if provided in an Order Form. Access to and use of such Products is subject to this Agreement. Company may, in its sole discretion, charge then-current list prices for such Products after providing thirty (30) days' prior written notice, and You agree to pay for such Products pursuant to this Article V if You continue to use such Product on a paid basis.

I. Taxes

Amounts due under this Agreement are payable to Company without deduction and are net of any tax, tariff, duty, or assessment imposed by any government authority (national, state, provincial, or local), including without limitation any sales, use, excise, ad valorem, property, withholding, or value-added tax, whether or not withheld at the source (collectively, "*Sales Taxes*"). Except as forbidden by applicable law, You shall pay applicable Sales Taxes to Company. However, the preceding sentence does not apply to the extent that You are tax exempt, provided You provide a valid tax exemption certificate within 30 days of the Order Form Effective Date. Company's failure to include any applicable tax in an invoice will not waive or dismiss the parties' rights or obligations pursuant to this Section I of this Article V. If applicable law requires withholding or deduction of Sales Taxes or any other tax or duty, You shall separately pay Company the withheld or deducted amount, over and above fees due. For the avoidance of doubt, this Section I of this Article V does not govern taxes based on Company's net income.

J. Termination

These Terms of Service are effective until terminated as provided herein. Either party may terminate an Order Form for cause if the other materially breaches this Agreement and the material breach remains uncured for a period of thirty (30) days from receipt of notice from the other, or immediately if the other becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. You may not terminate this Agreement or any applicable Order Form for convenience without our express prior written consent, which will not be unreasonably withheld.

Notwithstanding anything in this Agreement to the contrary, we reserve the right, upon written notice, to suspend access to the Services and terminate Your license to access and use the Services for failure to comply with this Agreement, which failure remains uncured for a period of thirty (30) days from receipt of notice. Upon any such termination or suspension, Your right to use the Services shall immediately cease, and we may, without liability to You or any third party, immediately deactivate or delete Your user name, password and account, and all associated materials, without any obligation to provide any further access to such materials.

K. Effect of Termination

Upon termination of an Order Form: (1) all Your rights under the Order Form and this Agreement immediately terminate; (2) Your undisputed payment obligations for Minimum Subscription Fees for the remainder of then-current term of the Order Form Term shall immediately accrue and be due and payable unless the Order Form is terminated by You for cause pursuant to Section J of this Article V; (3) each party shall immediately return all Confidential Information in its possession to the disclosing party; and (4) all sections of this Agreement which by their nature should survive termination shall survive termination, including restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, limitations of liability, indemnification, and any other provision of the Order Form or this Agreement that must survive to fulfill its essential purpose. For any use of the Services after termination, the terms of this Agreement shall apply, and You agree to pay applicable fees pursuant to this Agreement.

ARTICLE VI – PARTNERS

For the avoidance of doubt, the terms and conditions of this Article VI apply solely to Partners. No rights granted or obligations created under this Article VI apply to any other person or entity. In the event of a conflict between any provision of this Article VI and any other provision of this Agreement, this Article VI shall control as to Partners with respect to the subject matter of this Article VI.

A. Appointment as Registered Partner

Subject to the terms and conditions of an Order Form and this Agreement, Company grants Partner a limited, revocable, non-exclusive, non-sublicensable (except for sublicenses required to carry out the obligations and rights of Partner under this Agreement), non-transferable (except with Affiliates and/or in connection with an assignment permitted under Section VI.G or VII.F) right to offer subscriptions to the Services during the Order Form Term, solely to Clients in the Territory. Subject to the provisions of this Article VI, Partners may, and Partners may authorize their Clients and its and their Users to access and use the Services in such numbers and according to such restrictions or Usage Limits as are set forth in the applicable Order Form, solely for its or Client's internal business purposes.

B. Responsibilities; Restrictions

Partner shall not offer subscriptions or access to the Services to any third party unless the terms of Partner's agreement with such third party are consistent with this Agreement. Partner shall not offer subscriptions or access to any resellers, distributors, sub-licensors, or other similar persons or entities to promote or offer subscriptions to the Services. Partner shall not misrepresent the relationship between Partner and Company nor imply any relationship except as expressly permitted by this Agreement.

Partner shall provide such information as is mutually agreed by the Parties for each Client and such Client's Users (with obtaining proper consents pursuant to all applicable data privacy laws) upon or before providing such access, and update such information as soon as it become aware of a change. Partner shall make no representations or warranties concerning the quality, performance, features, functionality, or other characteristics of the Services in any way inconsistent with this Agreement to Clients, Users, or any other third party, from or on behalf of Company, and Partner shall not create or purport to create any obligations or liabilities for Company.

Partner shall be solely responsible for costs related to its marketing activities under this Agreement. Partner shall: (1) ensure its marketing activities strictly comply with the terms and conditions of this Agreement; (2) comply with all

applicable laws in its performance of this Agreement; (3) avoid deceptive, misleading or unethical practices that are or might be detrimental to Company or the public, including but not limited to disparagement of the Company or the Services; (5) not publish, employ or cooperate in the publication of any misleading or deceptive marketing material; and (6) not make representations, warranties or guarantees with respect to the Company that are in any way inconsistent with this Agreement.

C. Use of Marks

Partner may use the Marks only as expressly permitted under Company's brand usage guidelines. Partner must receive Company's prior written approval for any press release, marketing material, promotion, or advertising that mentions Company or the Services.

Subject to the terms and conditions of this Agreement, Company hereby grants Partner, a limited, revocable, non-exclusive, non-sublicensable, non-transferable right to use the Marks, solely during the Order Form Term and as expressly permitted under this Article. Any use of the Marks: (1) shall indicate that such Marks are the property of Company; (2) shall bear a legal notice in such form as may be prescribed by law; and (3) shall conform with Company's brand usage guidelines, policies, or requirements provided by Company. Any rights not expressly granted under this Article are reserved by Company, and all use by Partner of the Marks (including all goodwill associated therewith) shall be on behalf of and inure to the benefit of Company. Nothing contained in the Order Form, this Article, or otherwise, shall be deemed to grant Partner any right, title, or interest in or to the Marks other than the limited rights granted under this Article. As between the parties, Partner acknowledges that Company is the sole and exclusive owner of the Marks. Company reserves the right to change the Marks at any time.

Partner shall not: (1) take any action that (a) would conflict with or be contrary to Company's rights to and interest in the Marks or (b) would be deemed by Company as damaging to the goodwill associated with the Marks; (2) modify or remove any Marks incorporated in, marked on, or affixed to Confidential Information, or any other information, content, items, or materials provided by Company; (3) challenge Company's ownership of or rights to the Marks; or (4) adopt, use, register, or attempt to register (whether as a corporate name, domain or subdomain name, trademark, service mark, or other indication of origin) the Marks, any mark that is confusingly similar to or will dilute the distinctive nature of the Marks, or combination marks with the Marks. Partner shall provide Company with samples of all materials that use the Marks prior to use or display for quality control purposes. Company shall have the right to audit Partner's use of the Marks and require modification of such use. Company may terminate, in whole or in part, the right to use the Marks regardless of whether an Order Form is in effect.

Before using any Partner trademarks, Company must obtain prior approval (not to be unreasonably withheld) from Partner. Partner hereby grants Company a non-exclusive, non-transferable right to utilize Partner trademarks that are made accessible to Company, subject to Partner's trademark use policies. However, Company must strictly adhere to any criteria and requirements outlined in such policies. Any use of Partner trademarks by Company shall inure to the benefit of Partner.

D. Product Demo

Company may, in its sole discretion, make the Services available to Partner solely for the limited purpose of demonstrating the Services to Clients. Partner agrees that its use of the Services provided under this Section D is strictly limited to nonproduction purposes and shall be done in accordance with the instructions and specifications made available by Company. Access to or use of the Services shall immediately cease upon termination of this Agreement.

E. Partner Enablement

Company uses a third-party service provider to provide partner enablement services within the Mineral Platform. When Partners log into the Mineral Platform and use the partner enablement functionality, Partners are consenting to MindMatrix's Terms of Service located at <https://www.mindmatrix.net/MMSite/terms-of-use.htm>.

F. Audit

Services are subject to Usage Limits provided in an Order Form. We may audit access to and use of the Services and suspend or terminate access at any time, without advanced notice, if a Partner or its Clients' access or use is any way inconsistent with or in breach of the requirements of the applicable Order Form and/or this Agreement. Upon written request, Partner shall complete an audit form certifying the number of subscriptions to be added to comply with this Agreement and/or the applicable Order Form. If such audit form or audit reveals any underpaid Subscription Fees, Partner shall be fully responsible and liable for, and shall pay such, underpaid Subscription Fees, which shall immediately accrue and be due and payable in accordance with Article V.

In the event of a Partner's corporate reorganization, consolidation, merger, or acquisition, Partner shall notify Company and complete an audit form within thirty (30) days of any such event. The number of subscriptions under the applicable Order Form shall be increased to include the number of employees attributable to such corporate reorganization, consolidation, merger, or acquisition, or Company may prohibit access to and use of the Services by such Partner employees and associated Clients.

Partner's failure to comply with this Section F shall constitute a material breach, and Company may elect to suspend or terminate the Services or increase unit pricing up to twenty-five percent (25%) for future invoices.

G. Assignment; Acquisitions

Partner may not assign or delegate any rights or obligations created under an Order Form or this Agreement without the prior written consent of Company, which consent shall not be unreasonably withheld. Notwithstanding the generality of the foregoing, Partner may assign an Order Form without Company's consent as part of a corporate reorganization, consolidation, merger, or sale of substantially all of Partner's assets, provided that: (1) written notice is given to Company as soon as practical; and (2) the surviving or acquiring entity expressly assumes all of Partner's obligations under all Order Forms, unless otherwise expressly agreed to in writing by Company.

If Partner acquires another entity that is separately contracted with Company for Services, Partner acknowledges and agrees that the acquired entity will separately retain its existing contract with Company, or Company may transfer the subscriptions of the acquired entity and add them to Partner's contract, and Subscription Fees for both contracts shall be combined under Partner's contract at the higher rate and be subject to this Agreement.

Except to the extent prohibited under this Section G, Order Forms shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

ARTICLE VII – MISCELLANEOUS

A. Term; Termination

The term of this Agreement shall commence when the Order Form attached hereto is fully executed by authorized signatories of both parties and shall remain in effect until expiration unless terminated pursuant to its terms. Upon termination, You shall cease all use of the Services and delete, destroy, or return all copies of Confidential Information in Your possession or control. If Partner is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of a direct competitor of Company, then Company may terminate all applicable Order Forms and provide Partner a prorated refund for fees paid in advance.

B. Relationship

This Agreement and any aspect of the business relationships arising from or related to this Agreement do not and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationships.

C. Non-Exclusive

The rights granted hereunder are non-exclusive, and neither an Order Form nor this Agreement shall be construed to prohibit us from entering into similar agreements with others for our products and services or the solicitation thereof, unless explicitly stated otherwise and signed by Us.

D. Notices

Notices to You may be made pursuant to the Order Form, by posting to our website or the Services, by email to the address then associated with Your account, by postal mail, or as otherwise permitted under this Agreement. Notices we provide by posting to our website or the Services shall be effective upon posting, and notices we provide by email shall be effective when sent. You agree that notices or communications in electronic form satisfy any requirement that such notices or communications be in writing. Your continued use of the Services after receiving any notice from us shall be considered your full acceptance.

Notices to us must be made pursuant to the Order Form. Notices provided by email shall be effective when sent. Notices provided by personal delivery shall be effective upon receipt. Notices provided by overnight courier shall be effective one business day after sent. Notices provided registered or certified mail shall be effective three business days after sent.

In addition, You are on notice and agree that for claims of copyright infringement, the complaining party may contact legal@trustmineral.com and legalnotices@mitratech.com, and we will terminate the accounts of subscribers who are repeat copyright infringers.

E. Force Majeure

We shall not be responsible for any failure to perform or delay in performance due to any acts of God, war, riot or civil unrest, fire, floods, epidemics, pandemics, quarantines, energy crises or any similar cause beyond our reasonable control; provided, however, that we promptly notify You and further provided that we shall use our commercially reasonable efforts to avoid or remove such causes of non-performance and to mitigate the effect of such occurrence, and shall continue performance with the utmost dispatch whenever such causes are removed, if removed and/or possible. If the event causing delay or failure to perform continues for thirty (30) days, then You will have the right to terminate the applicable Order Form without penalty by providing written notice that outlines a termination effective date, and paying all undisputed payments and fees owed up to the termination effective date.

F. Assignment; Successors

Neither party may assign this Agreement in whole or in part without the prior written consent of the other party, except that either party may assign this Agreement without the written consent of the other party to an entity succeeding to all or substantially all of the assets and business of the assigning party to which this Agreement relates by merger, purchase or otherwise. Except to the extent prohibited by this Section F, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

G. Severability

If one or more provisions of this Agreement are held to be unenforceable under applicable law, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect. In such event, You agree to negotiate, in good faith, a substitute, valid and enforceable provision that most nearly effects the intent in entering into this Agreement.

H. No Third-Party Beneficiaries

No third party is intended to be nor shall be construed as a third-party beneficiary to Your rights under this Agreement.

I. Attorneys' Fees

If any action in law or in equity is necessary to enforce the terms of the Order Form or this Agreement, the prevailing party shall be entitled to recover reasonable fees, costs, and expenses of attorneys, accountants, and other professionals, in addition to any other relief to which such prevailing party may be entitled.

J. Construction

Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term "including" or variations thereof in these Terms of Service shall be construed as if followed by the phrase "without limitation." This Agreement shall not be construed in favor of or against a party by reason of authorship.

K. Modification; Waiver

This Agreement may not be modified except through a written agreement signed by both parties. Neither an Order Form nor this Agreement may be orally modified, nor shall any oral waiver of any of the terms of either be effective. No waiver shall be implied from conduct or failure to enforce or exercise rights under an Order Form or this Agreement. Neither party shall be deemed to have waived any of its rights under this Agreement by lapse of time or by any communication other than by a duly authorized representative of such party in an express written waiver. No permissible waiver of a breach of an Order Form or this Agreement shall constitute a waiver of any other breach of the Order Form or this Agreement.

L. Technology Export

You shall not: (1) permit any third party to access or use the Services in violation of any U.S. law or regulation; or (2) export any software provided by us or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, You shall not permit any third party to access or use the Services in, or export such software to, a country subject to a United States embargo.

M. Entire Agreement

This Agreement, the attached Annexes, and any terms or policies incorporated herein by reference, is the complete and exclusive expression of Your agreement with us with respect to the subject matter of this Agreement. All prior and contemporaneous oral or written communications, discussions, understandings, representations, proposals, commitments, negotiations, or agreements between You and Company are expressly merged into and superseded by this Agreement. In entering into this Agreement, You represent that You have not relied upon any communication or writing except for those expressly contained in this Agreement.

No communication or writing provided by You (including any clickwrap, browsewrap, or any other pre-printed terms) shall supersede, contradict, vary, or modify the terms and conditions of an Order Form or this Agreement, and any such communication or writing shall have no legal effect. We shall not be bound by, and specifically object to, any term or condition in any communication or writing that is different from or in addition to any provision of this Agreement including any term, condition, or provision submitted by You in any order, receipt, acceptance, confirmation, correspondence or other document; related to any online registration, response to any request for bid, request for proposal, request for information; or related to any invoicing process or other questionnaire that You submit or require us to complete.

Without limitation, a printed version of an Order Form, this Agreement, and any notice given in electronic form shall be admissible in any proceeding arising from or related to this Agreement to the same extent as other business documents and records generated and or executed in printed form.

N. Conflicts

In the event of a conflict between certain terms of this Agreement and the Order Form, the terms in the Order Form shall control. In the event of a conflict between a provision of this Agreement and another provision this Agreement, the specific shall control over the general. In the event of a conflict between any provision of this Agreement and any other applicable communication or writing, this Agreement shall control.

ARTICLE VIII – DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them in this Article. All terms defined in the singular shall have the same meanings when used in the plural, unless otherwise expressly provided. Any use of the term “including” or variations thereof in this Agreement shall be construed as if followed by the phrase “without limitation.”

“Acceptable Use Policy” shall mean our policy on permitted or prohibited uses with respect to the Services and more fully described in our [Acceptable Use Policy](#).

“Account Information” shall mean information about You that You provide to us in connection with the creation or administration of Your account, such as names, user names, passwords, authentication information, phone numbers, email addresses and billing information associated with Your account.

“Affiliates” shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity; control, for purposes of this definition, shall mean direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Billing Frequency” shall have the meaning given in Article V Section F.

“Billing Period” shall have the meaning given in Article V Section D.

“Client” shall mean, as the case may be, a customer of Partner for which Partner is authorized by us to provide access to and use of the Services or a portion thereof, or a customer of Partner which purchases subscriptions to Premium Products from us.

“Company Materials” means all information, data, documents, and materials that You access, acquire, learn, or receive from Company’s files, documents, employees, or representatives; Company Materials include Company Marks, the Services, and the Services Materials.

“Confidential Information” shall mean, however disclosed, whether in written, oral, electronic, website-based or other form, and regardless of whether marked confidential, any non-public information of a confidential, proprietary, or trade secret nature, including without limitation trade secrets, software, source code, strategies, techniques, drawings, specifications, technical or know-how data, research and development, ideas, inventions, patent disclosures, product roadmap, product plans and designs, business, marketing, or financial plans/information, testing information (including without limitation any results or reports of any penetration or vulnerability testing), customer/vendor related data, security

policies and procedures, services and support information, technology and technical information, business processes, and other business information including without limitation information that has been made available by third parties under confidentiality obligations, the terms and conditions of this Agreement and all Order Forms (including pricing), the nature, content and existence of any discussions or negotiations between You and us or our affiliates, or any information that reasonably should be understood to be a trade secret or otherwise proprietary and confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include any information that: (1) is or becomes publicly available without breach of this Agreement; (2) can be shown by documentation to have been known to the receiving party at the time of disclosure by the disclosing party; (3) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (4) can be shown by documentation to have been independently developed by the receiving party without reference to the Confidential Information of the disclosing party.

“Customer” shall mean an individual, company or other legal entity that has entered into an Order Form with Company for subscriptions to the Services.

“Documentation” shall mean any document or guide provided or made available by Company related to use of the Services, as such items may be updated by us from time to time.

“Feedback” shall mean any comments, suggestions, ideas, recommendations, enhancement requests, plans, or other feedback regarding Company, Company Materials, or any other of Company’s products or services.

“Highest Periodic Count” shall mean the greater of: (1) the number of licenses or subscriptions set forth on the applicable Order Form; (2) the number of employees reflected in the Services; (3) the number of users reflected in the Services; or (4) the highest value of any of the foregoing values during any calendar month during the applicable Order Form Term.

“Initial Term” shall have the meaning given in Article V Section A.

“Intellectual Property Rights” shall mean all existing and future worldwide intellectual property rights including without limitation moral rights, copyrights, trademarks, service marks, trade names, patents, patent applications (including without limitation all reissues, divisions, renewals, extensions, continuations and continuations-in-part), inventions (whether patentable or not), trade secrets, know-how, and any other rights to confidential or proprietary information whether arising under the laws of the United States, or any other country, state, or jurisdiction.

“Marks” shall mean all trademarks, trade dress, trade names, service marks, logos, brand names, corporate names, other words or symbols identifying or associated with the business of Company, the look and feel of the Services, including all page headers, custom graphics, button icons and scripts, and any similar items contained in Company Materials, trade styles, design rights and other similar designations of source of origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing.

“Minimum Subscription Fees” shall have the meaning given in Article V Section D.

“Order Form” shall mean an ordering document for access to and use of the Services (including any online ordering mechanism) entered into between Customer and Company describing the Services to be provided, which shall be deemed to incorporate our Terms of Service by reference.

“Order Form Effective Date” shall have the meaning given in the Order Form.

“Order Form Term” shall have the meaning given in Article V Section A.

“Partner” shall mean an entity purchasing subscriptions to the Services and authorized by us to provide access to and use of the Services or a portion thereof to Client.

“Periodic Count” shall have the meaning given in Article V Section D.

“Premium Products” shall have the meanings given them in Annex 1.

“Pre-Paid Annual Billing Frequency” shall have the meaning given in Article V Section F.

“Pre-Paid Monthly Billing Frequency” shall have the meaning given in Article V Section F.

“Pre-Paid Quarterly Billing Frequency” shall have the meaning given in Article V Section F.

“Products” shall mean a certain feature, functionality, or part of the Services as provided in an Order Form and more fully described at Annex 1.

“Renewal Term” shall have the meaning given in Article V Section A.

“Sales Tax” shall have the meaning given in Article V Section I.

“Service Level Agreement” means our standard service level agreement that we offer with respect to the Services and more fully described at Annex 2.

“Services” shall mean our products and services including our websites and any pages registered on the trustmineral.com website and our proprietary, cloud-based, software-as-a-service offering that we make available under this Agreement including any associated mobile applications and offline components.

“Services Materials” shall mean all content, information and other materials on the Services, including the Marks and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof, and associated offline components.

“Subscription Fees” shall mean the applicable fees for the Services as set forth on an Order Form.

“Subscription Term” shall mean the duration of a subscription to the Services as set forth on an Order Form.

“Territory” shall mean the United States of America.

“Third-Party Content” and “Third-Party Services” shall have the meanings given them in Article III.

“Usage Limits” shall mean the restrictions related to the Services as set forth on an Order Form.

“User” means any individual or entity that uses the Services or a portion thereof on behalf of a Client or Partner or through the account or passwords of either, whether authorized or not, including without limitation the employees and agents of either.

“User Content” shall mean all information processed or stored through the Services and all data in electronic form input or collected through the Services by or from You or on Your behalf, excluding Account Information.

“You” or “Your” shall mean the individual accessing or using the Services in his/her/their individual capacity or as a User, Partner, or Client, as the context requires.

ANNEX 1 – PRODUCT DESCRIPTIONS

Last Updated: January 19, 2024

This Annex 1 sets forth a general description of the current Products. For the avoidance of doubt, your access to and use of the Services or any portion thereof is limited to such Products as are set forth on the applicable Order Form.

Product Packages Mineral Core | Mineral Basic | Mineral Essential | Mineral Elite

Mineral Core Mineral Core provides HR compliance monitoring, delivers compliance insights, and includes the HR Assessment.

Mineral Basic Mineral Basic includes Mineral Platform™, Mineral Intelligence™, HR Compliance Library, Smart Employee Handbook, Notifications, Learn, and Benefits Document Creator.

Mineral Essential Mineral Essential includes Mineral Platform™, Mineral Intelligence™, Mineral Experts™, HR Compliance Library, Smart Employee Handbook, Notifications, Core Courses, Benefits Document Creator, and Learn.

Mineral Elite Mineral Elite includes Mineral Platform™, Mineral Intelligence™, Mineral Experts™, HR Compliance Library, Notifications, Learn, Core Courses, Benefits Document Creator, Smart Employee Handbook Plus, Workplace Harassment Prevention, Workplace Safety, Cybersecurity, Diversity, Equity, Inclusion, and Belonging (DEIB), Communication, Health and Wellness, Leadership and Management, and Microsoft Computer Skills.

Premium Products Smart Employee Handbook Plus | Workplace Harassment Prevention | Workplace Safety | Anonymous Reporting

Products Product Description

Mineral Experts™ Get personalized advice from a HR-certified expert who can answer your HR and compliance questions in simple terms you can actually understand.

Mineral Platform™ Combining the power of data, technology and human expertise, Mineral Platform takes the guesswork out of HR and compliance with anytime access to tools, resources, and information

you can actually understand.

Mineral Intelligence™	Mineral Intelligence provides proactive recommendations with real-time alerts, timely guidance and tangible action items.
Smart Employee Handbook	Your guide for creating and maintaining federal and single state employee handbooks.
Learn	With our learning management system, you can manage all of your employee's training needs in a single location, so you can easily assign, track and schedule employee training to keep your employees aligned, educated and engaged. Get started by adding your own in-house training and add optional premium course upgrades to enrich and expand your curriculum.
Core Courses	Use Learn to easily assign, track and schedule employee training to keep your employees aligned, educated and engaged. Get started by adding your own in-house training and add optional premium course upgrades to enrich and expand your curriculum.
HR Compliance Library	With access to our HR Compliance Library, you'll have one convenient, searchable location to answer your HR and compliance questions with how-to guides, checklists, sample documents, forms, and more.
Notifications	In-platform alerts and email notifications when laws and regulations impacting your business change.
Benefits Document Creator	With Benefits Document Creator, you can quickly create and maintain benefit plan documentation to share with your employees and stay compliant with federal laws such as ERISA. When regulations change, policies will be automatically updated to keep your Wrap, POP and SPD documents up-to-date and accurate.
Premium Products	Product Description
Workplace Harassment Prevention	Get and stay compliant with state-mandated workplace harassment prevention training requirements with our interactive e-learning courses, including Diversity, Equity and Inclusion topics. Easily assign courses and track employee completions to ensure compliance.
Workplace Safety	Create and maintain a safe and healthy workplace and culture with e-learning courses designed to reduce potential hazards, accidents, and liability, including topics such as personal protective equipment, ladder safety, hazardous materials, transportation safety and more.
Cybersecurity	Protect assets and reduce the risk of cyber-attacks with e-learning courses that address procedures for handling sensitive information, including topics such as password security, phishing, ransomware, social engineering, safe browsing practices and more.
Diversity, Equity, Inclusion, and Belonging (DEIB)	Create a workplace environment that is inclusive, respectful, and supportive of all employees through e-learning courses that cover workplace inclusion strategies, measuring DEI impact, and addresses topical subjects like bias, diversity, allyship, and microaggressions.
Communication	Cultivate a productive, collaborative, and harmonious workplace with e-learning courses that teach employees how to develop skills essential for effective communication such as active listening, feedback, coaching, negotiation, conflict resolution, written communication, and cultural awareness.
Health and Wellness	Increase employee morale, productivity, attendance, and retention through e-learning courses that prioritizes physical and mental well-being, work-life balance, stress management, emotional resilience, social connection, and addresses challenges related to hybrid and remote work environments, economic uncertainty, and preparing for the future of work.
Leadership and Management	Gain competitive advantages by developing top talent through e-learning courses designed to strengthen leadership roles with the skills in communication, time management, problem solving, decision making, delegation, team building, performance management, adapting to change, and innovation.
Microsoft Computer	Streamline workflows, make better-informed decisions, and improve data management by

Skills	becoming proficient in using Microsoft Office applications including Excel, Outlook, PowerPoint, Word, Office 365, Teams, SharePoint, Planner, and addresses topics such as using technology in virtual teams, cybersecurity and data analysis.
Guided HR Compliance	Guided HR Compliance includes Dedicated HR Expert, Smart Employee Handbook Plus, and Workplace Harassment Prevention
Smart Employee Handbook Plus	All of the power of the Smart Employee Handbook, plus the enhanced ability to create a multi-state compliant handbook, collect employee e-signature acknowledgements, and provide a Spanish language version.
Anonymous Reporting	Empower your employees to anonymously report workplace concerns using Anonymous Reporting.
Dedicated HR Expert	Get and stay ahead of HR and compliance with Dedicated HR Expert. With a deep understanding of your business, a dedicated Mineral Expert™ assesses your HR and compliance practices, creates an action plan and provides continuous expertise, tools and resources to help you close gaps and achieve goals.
Employee Health and Safety Partner Package	With Employee Health & Safety, you can ensure a safe workplace and comply with safety regulations with integrated safety tools, resources and personalized advice from Mineral experts for 20 core safety topics.
Employee Health and Safety Basic Client Package	With the Employee Health & Safety Basic Client Package, you can ensure a safe workplace and comply with safety regulations with integrated safety tools, resources and personalized advice from Mineral experts for 30 common safety topics.
Employee Health and Safety Premium Client Package	With Employee Health & Safety, you can ensure a safe workplace and comply with safety regulations with integrated safety tools, resources and personalized advice from Mineral experts for 70 specialized safety topics.

ANNEX 2 – SERVICE LEVEL AGREEMENT

A. General

We reserve the right, in our sole discretion, to revise this Service Level Agreement (the “SLA”) or add, modify, or discontinue any content, feature, or functionality of the Services from time to time without notice and without obligation or liability, provided that no such revision materially reduces functionality set forth on an Order Form that You are using. We will provide You at least ninety (90) days’ prior notice if we discontinue material functionality that You are using, unless such notice would pose a security or intellectual property issue to us or the Services, is economically or technically burdensome, or would cause us to violate contractual or legal obligations. We shall provide the remedies listed in the SLA for any failure of the Services listed in the SLA. Such remedies are Your sole remedy for any failure of the Service, and You recognize and agree that if the SLA does not list a remedy for a given failure, you have no remedy, provided that this sentence does not restrict Your right to terminate this Agreement for cause where applicable.

The Services do not include or constitute legal, business, international, regulatory, insurance, tax or financial advice. The Services are designed to provide general information to human resources professionals regarding human resources situations commonly encountered. The Services include verbal and written information and guidance on a wide variety of human resources related topics, however The Services exclude the following:

- Legal Representation
- Legal Advice
- Tax Advice
- International Compliance
- Health insurer and insurance policy matters, including but not limited to insurer claims resolution, claims audits, open enrollment materials, benefit summaries, pricing negotiation and specific plan information pertaining to an insurance policy.
- Paperwork (completing and processing forms) and Administration (Hiring, Recruiting, Interviews, Terminations, Disciplinary Actions).
- Drafting or writing of custom documents (handbooks, offer letters, separation agreements, compensation plans). Note: *We will provide templates and samples (if available), and we will answer questions and advise a person about what should be included in these documents.*
- Consulting projects, including but not limited to: Compensation or benefits plan analyses/development, customized salary surveys, organizational or employee development, affirmative action planning, safety investigations, onsite investigations or onsite human resources administration. Note: *We can provide information and guidance about these topics; however, we do not perform the work.*
- Referrals for other service providers or products including lawyers, background checks, payroll, etc.
- Interpretation of complex ERISA, PPACA or other legal or regulatory rules. Note: *We will make every attempt to provide information, including links to the statute or law, links to governmental regulatory agencies, and any other information we may have available about the topic but we will not interpret legal rules or give advice on the law.*

B. Mineral Platform™ | System Availability

Company will maintain 99.7% System Availability across the platform. Company will provide at least 10 business days’ advance notice of scheduled maintenance that will result in downtime. It is Your responsibility to review all notices and to periodically check our Website pages. We reserve the right to post notices on our Website, and You agree that such notices shall be sufficient for unexpected and/or immaterial downtimes.

“System Availability” means the percentage of total time during which the platform is available excluding: (1) scheduled maintenance; (2) service interruptions by Company’s service providers, such as Amazon Web Services; (3) errors or service interruptions caused by a Partner’s or a Client’s third-party service provider; and (4) force majeure events as defined in the Agreement.

C. Mineral Experts™ | Helpline and My Cases

Company will provide a toll-free phone number for authorized registered users to access Mineral Experts. Company will provide helpline services between 5:00 a.m. and 5:00 p.m. PST/PDT, Monday through Friday, except on designated

holidays. Phone lines will be unavailable for one hour each week on Fridays from 12:00 p.m. to 1:00 p.m. PST/PDT to allow for internal trainings and quality control. Company will notify Users via posting within the platform at least 10 business days prior to unavailability on days other than weekends and designated holidays. Mineral Experts are available to respond to a commercially reasonable volume of requests. In the event a commercially reasonable volume of Partner system requests disrupts the functionality of the Mineral platform, Company reserves the right to terminate the applicable Order Form or the Agreement, in its sole discretion, upon 30 days' prior written notice.

D. Mineral Platform™ | Technical Support

Company will provide its standard support, which includes a toll-free phone number for authorized registered Users to access Mineral Support Representatives. Company will provide helpline services between 6:00 a.m. and 5:00 p.m. PST/PDT, Monday through Friday, except on designated holidays. Phone lines will be unavailable for one hour each week on Fridays from 12:00 p.m. to 1:00 p.m. PST/PDT to allow for internal trainings and quality control.

E. Mineral Experts™ | Case Resolution Time

Company will maintain or exceed an average case resolution time for cases submitted by Users by close of business on the following business day. Case resolution time reflects the business hours between when a case is created and when it is closed. This does not include cases classified as a different case type such as Handbook, Policy, or Document.

F. Mineral Platform™ | Right to Limit

Your use of the API may be subject to certain limitations on access, calls, or use as set forth within this Agreement or otherwise provided by Company. If Company reasonably believes that you have attempted to exceed or circumvent these limits, your ability to use the API may be permanently or temporarily blocked. Company may monitor your use of the API to improve the service or to ensure compliance with this Agreement.