

**WORKFORCE SCIENCE ASSOCIATES
TERMS OF SERVICE**

Engagement of Services.

(a) Service Order or Statement of Work. WSA agrees to provide the services set forth in the form of a Service Order or Statement of Work (SOW), collectively, the "Services". WSA shall perform the Services agreed to in a professional manner, consistent with industry standards and best practices. WSA shall schedule its hours consistent with the needs and work hours of Customer.

(b) Compliance with Laws, Rules, Regulations and Policies. WSA shall comply with all standards applicable to the Services described in this Agreement, including, but not limited to, federal, state and local government laws, rules and regulations. Whenever providing Services pursuant to this Agreement on Customer's premises, WSA, its employees and agents shall comply with and observe all Customer's rules and policies concerning conduct on Customer's premises.

Term.

This Agreement shall commence upon the Effective Date and shall remain in effect until the End Date or the occurrence of the event specified in the applicable Service Order or SOW, unless terminated earlier as provided herein. This Agreement may only be extended upon the written agreement of the parties.

Fees and Expenses.

The fees for all Services provided under this Agreement shall be set out in the Service Order or SOW. Any modification of these fees must be approved in writing by the parties in advance of the performance of any additional Services which may be impacted by the fee change. Unless otherwise stated in the applicable Service Order or SOW, all fees will be billed to Customer up front with payment due net thirty (30) days from receipt of invoice.

Termination.

(a) With Cause. This Agreement may be terminated immediately by Customer with cause in the event that WSA has materially breached this Agreement and has not cured such breach to the reasonable satisfaction of Customer within thirty (30) days of prior written notice of such breach (or such longer cure period as may be granted in Customer's sole discretion); provided, however, that in the event that such breach cannot be cured or the breach is of such a material nature, as determined by Customer, Customer may terminate this Agreement immediately. For purposes of this Agreement, material breach by WSA shall include, but is not limited to, those instances where WSA, its agents, employees or subcontracts has: (a) violated a Customer or Customer affiliate policy, procedure or practice; (b) violated a federal, state or local law; (c) performed its duties in a negligent or otherwise unacceptable manner; or (d) demonstrated unprofessional conduct. WSA may terminate this Agreement with cause where Customer has materially breached this Agreement and has not cured such breach to WSA's reasonable satisfaction within thirty (30) days prior written notice of such breach (or such longer cure period as may be granted in WSA's sole discretion).

(b) Effect of Termination or Expiration. Upon notice of termination, during the pendency of termination or upon anticipation of termination, WSA shall continue to perform Services in a professional manner consistent with its obligations as set forth this Agreement. In the event of termination or expiration of this Agreement, Customer shall only be responsible for paying for those completed Services and related expenses incurred by WSA through the effective date of termination or expiration, subject to requirements for appropriate documentation as set forth herein.

Confidential Information.

Each party understands and acknowledges that in connection with the performance and receipt of the Services, the other party may disclose financial, product, business, strategic, personnel, and other types of information that it regards as confidential or proprietary. Each party, as the recipient of such information, agrees: (i) to hold such information in confidence, (ii) not to disclose or transfer all or any portion thereof to any person or entity other than its employees, and then only on an "as needed" basis; (iii) to use such information exclusively in accordance with the terms and conditions of this Agreement and only for the purposes of performance of Services under the relevant Service Order(s) or SOW(s).

Intellectual Property.

Except as expressly set forth in any Service Order or SOW, it is understood and agreed that to the extent that WSA shall have created, developed or used software, data, programs, materials, websites, work product, content or other intellectual property in connection with providing the Services and Products to Customer, then WSA shall have and retain exclusive ownership and other rights therein, including, without limitation possession. Customer shall not delete or alter the copyright, trademark, and other proprietary rights notices of WSA and its licensors appearing on any Products or Services provided however, that nothing in this Section shall grant to WSA any ownership interest in Customer's Confidential Information. Customer shall not acquire any rights in the Products or Services except as expressly provided in this Agreement.



Non-Solicitation.

During the term of this Agreement, and for a period of one (1) year following the termination of Services hereunder, Customer agrees not to directly or indirectly solicit any employee of WSA who has been engaged in providing Services pursuant to this Agreement. Similarly, during the term of this Agreement and for a period of one (1) year following termination, WSA agrees not to directly or indirectly solicit any employee of Customer who has been involved in connection with WSA's Services hereunder. This Section can be waived upon the mutual written agreement of the parties

Insurance.

WSA shall maintain in force during the term of this Agreement comprehensive general liability coverage with maximum limits of Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) annual aggregate. WSA shall maintain in force during the term of this Agreement professional liability and cyber liability coverages with maximum limits of One Million Dollars (\$1,000,000.00) annual aggregate. WSA shall maintain in force during the term of this Agreement workers compensation insurance with maximum limits of Five Hundred Thousand Dollars (\$500,000) for bodily injury by accident per accident, Five Hundred Thousand Dollars (\$500,000) for bodily injury by disease, and Five Hundred Thousand Dollars (\$500,000) for bodily injury by disease per each employee. Further, WSA agrees to provide Customer with a certificate of insurance acceptable to Customer upon request, which states that the above coverages are in force and will continue in force throughout the term of this Agreement.

Indemnification.

WSA and Customer agree to indemnify and hold each other harmless for such portion of any and all claims, damages, costs and expenses (including attorneys' fees), attributable, directly or indirectly, (i) to a breach by the indemnifying party of any obligation or warranty under this Agreement; (ii) to the inaccuracy of any representation or warranty made by the indemnifying party in any instrument delivered under, or in connection with the Services provided under this Agreement; (iii) to the indemnifying party's negligent or intentional acts or omissions; (iv) to the negligent or intentional acts or omissions of the indemnifying party's directors, officers, employees, agents or subcontractors. This provision shall survive the expiration or termination of this Agreement regardless of the reason for termination.

Limitation of Liability.

In no case shall either party be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, or strict tort. Such excluded damages include but are not limited to, loss of profits, loss of savings or revenue, loss of use of the equipment, sublicensed software, licensed software, or the system of which they are part, or any associated equipment. Notwithstanding any other provision herein, WSA's maximum liability for any claim or series of related claims arising under this agreement shall be limited to three (3) times the total contract value; provided however this limitation on liability will not apply to claims and losses arising under the intellectual property rights of a party or WSA's confidentiality obligations under the indemnification section of this agreement.

Maintenance and Return of Data

WSA will maintain all Customer data during the term of the Agreement. Prior to the completion of the Agreement term, WSA will, upon written request, provide Customer with a raw data file, and project information from this Service Order or SOW. The data file will include individual responses to the survey including answers to opinion questions and coding demographics (such as, but not limited to: position in organizational hierarchy, age, gender, tenure, location, job type, and language). Prior to providing the data file, WSA and Customer will agree on a reasonable sanitization that WSA will perform on the data file solely for the purpose of maintaining assurances of respondent confidentiality and anonymity (such as removal of employee IDs). WSA may provide the data in multiple files, in order to maintain assurances of respondent confidentiality. The data will be provided as an Excel (or Excel-readable) file. WSA will provide one data file per administration.

Normative Data

In consideration of WSA using normative research and/or analysis on behalf of Customer pursuant to the Agreement or if not applicable, creating a service or product with normative research results or analyses that would be available to Customer, Customer hereby grants WSA the right to retain and use the data it provides to WSA under the Agreement in aggregated, anonymous format (i.e. so that Customer cannot be identified as the source of the data and so that personally identifiable information allowing the identification of individual employees and/or applicants is removed), for normative research, analyses and reporting purposes only.

General Provisions.

(a) Use of Parties Names and Logos. Except as expressly permitted by this Agreement, neither party shall use or publicize the other party's name, trademark, service mark or logos or make reference to the other party and/or any of its components in any press release, advertising, or publications of any kind, including, but not limited to, website, brochures, letterhead, business cards or office plaques, without the express prior written permission of the other party.

(b) Taxes. The parties recognize that Customer will be responsible for any applicable taxes. Customer will provide WSA with its exemption certificate if applicable. Customer acknowledges that Customer may be responsible for sales, use and excise taxes imposed in connection with this Agreement but will have no responsibility for WSA's franchise taxes, taxes based on WSA's net income or WSA's property taxes.

(c) Travel Expenses. Customer will be invoiced for any travel related expenses (including actual transportation, lodging, and meal expenses) incurred during the term of this Service Order or SOW.

(d) Governing Law and Venue. This Agreement shall be governed by the laws of the state of Nebraska and any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in Lancaster County, Nebraska. WSA and Customer agree that venue is proper in the aforesaid courts in any such legal action or proceeding.

(e) Assignment. Neither party may assign, delegate, or transfer in any manner the obligations and rights set forth in the Agreement without the written consent of the other party, which will not be unreasonably withheld. Notwithstanding the foregoing, either party may assign or transfer this Agreement or its rights, interests or obligation under this Agreement, without consent, to any entity which controls, is controlled by, or is under common control with, the party. This Agreement inures to the benefit of and is binding upon the permitted successors and assigns of the parties.

(f) Entire Agreement. This Agreement constitutes the full and complete understanding and agreement of the parties and supersedes all prior understandings and agreements concerning the subject matter of this Agreement and may not be modified or amended orally, but only by an agreement in writing, signed by the parties hereto.

