

# SaaS User Agreement

TIP HAUS INC.

END USER TERMS AND SAAS AGREEMENT

## 1. SERVICES AND SUPPORT

a. Access. Subject to the terms of this Agreement, Company hereby grants Customer, and each user authorized by Customer (“Authorized User”), a non-exclusive, non-transferable right to access and use the Services as set forth in Attachment A, during the Term, as defined further below. As part of the registration process, Customer will identify an administrative username and password for Customer’s company account, and each Authorized User will identify a separate administrative username and password for such Authorized User’s user account. Each Authorized User shall accept the end user terms and conditions as prompted by the registration process (“End User Terms”) prior to accessing the Services.

b. Support. Company has and will retain sole control over the operation, provision, maintenance, and management of the Services. Subject to the terms hereof, Company will provide Customer with reasonable technical support services as follows (collectively, the “Support Services”):

i. Support Availability. Support Services will be provided via telephone, e-mail, and/or screen share assistance, as necessary, Monday through Friday from 9am Pacific Standard Time to 5pm Pacific Standard Time, excluding U.S. federal holidays.

ii. Service Levels. Support Services will be provided in accordance with the following “Service Levels” based on the Severity Level of the support issue (as defined below in subsection (iii)):

1. Severity Level A: Response within 3 Hours
2. Severity Level B: Response within 24 Hours
3. Severity Level C: Response within 48 Hours

iii. Severity Levels. Severity levels are defined as follows (“Severity Levels”):

1. Severity Level A: A technical issue with the Service is preventing the timely payout of wages to Customer employees and falling within 48 hours of when payroll is due.

2. Severity Level B: Issues relating to the Customer dashboard.

3. Severity Level C: Issues relating to the employee portal and all other issues.

c. Reservation of Rights. Company may, directly or indirectly, and by use of any lawful means, suspend, terminate, or otherwise deny Customer's access to or use of all or any part of the Services without incurring any resulting obligation or liability, if: (a) Company receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Company to do so; or (b) Company believes, in its sole discretion, that: (i) Customer has failed to comply with any term of this Agreement, including payment obligations, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement related to the Services; (ii) Customer is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iii) this Agreement is terminated. This Section does not limit any of Company's other rights or remedies, whether at law, in equity, or under this Agreement. Company reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Company's services to its customers; (ii) the competitive strength of or market for Company's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.

d. Customer Delay. Company is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

## 2. IMPLEMENTATION SERVICES

a. Implementation. Company will provide the implementation services pursuant to this Agreement as set forth in the Order Form attached hereto as Attachment A (the "Implementation Services"). Any changes to the Implementation Services or related terms and conditions shall be effective only upon the mutual execution of a change order to the Order Form, which sets forth the changes and any adjustments to the fees as agreed by the Parties.

b. Acceptance. Customer shall be deemed to have accepted the Implementation Services, in whole or on in part, five (5) days following the date of performance of the Implementation Services. Following the expiration of that five (5) day period, the Implementation Services shall be deemed accepted and Company shall have no further liability to Customer with respect to those Implementation Services thereafter.

### 3. RESTRICTIONS AND RESPONSIBILITIES OF CUSTOMER

a. Restrictions. Customer, and its Authorized Users, will not, directly or indirectly, and will not permit any person to: (i) access or use the Services except as expressly permitted by this Agreement; (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”), or access the Services or Software for purposes of building competing software or performing any benchmark testing or similar analysis of the Services or Software; (iii) modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Software or Services to third parties, or use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; (v) input, upload, transmit, or otherwise provide to or through the Services, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code; (vi) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services; or (vii) remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable license to use such Software during the Term only in connection with the Services.

b. Export Control. Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

c. Equipment. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent.

### 4. CONFIDENTIALITY

a. Confidential Information. Each Party (the “Receiving Party”) understands that the

other Party (the "Disclosing Party") has disclosed or may disclose non-public business, technical or financial information relating to the Disclosing Party's business ("Confidential Information"). Confidential Information of Company includes, but is not limited to, non-public information regarding features, functionality and performance of the Service, as well as all data acquired, developed, or provided by Company, including data that is based on or derived from Customer Data, as defined below ("Company Data"). Confidential Information of Customer includes, but is not limited to, names and e-mail addresses of Authorized Users and non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data").

b. Non-use and Nondisclosure. The Receiving Party agrees: (i) to take reasonable precautions to protect Confidential Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Confidential Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (i) is or becomes generally available to the public, or (ii) was in its possession or known by it prior to receipt from the Disclosing Party, or (iii) was rightfully disclosed to it without restriction by a third party, or (iv) was independently developed without use of any Confidential Information of the Disclosing Party or (v) is required to be disclosed by law.

## 5. OWNERSHIP AND PROPRIETARY RIGHTS

a. Company Ownership. Company owns and shall retain all right, title, and interest in and to (a) the Services and Software, and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology, and all improvements, enhancements or modifications thereto, developed in connection with Implementation Services or the provision of Support Services, (c) all Company Data and (d) all intellectual property rights related to any of the foregoing. No rights or licenses are granted except as expressly set forth in this Agreement.

b. Customer Ownership. Customer owns and shall retain all right, title, and interest in and to all Customer Data. Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom). Customer grants Company a nonexclusive, perpetual, irrevocable license to (i) use Customer Data as necessary or useful to Company to enforce this Agreement and exercise Company's rights and

perform Company's obligations hereunder, and (ii) use Customer Data for development, improvement, enhancement, diagnostic, corrective, and related purposes in connection with the Services and other Company offerings.

## 6. FEES, INVOICING, AND PAYMENT

a. Fees. Customer will pay Company the applicable fees described in the Order Form on Attachment for the Services and the Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit.

b. Invoicing and Payment. Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Services. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

## 7. TERM AND TERMINATION

a. Term and Renewal. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

b. Termination. In addition to any other remedies it may have, either Party may also terminate this Agreement immediately if the other Party materially breaches any of the terms or conditions of this Agreement and is unable to cure such breach within thirty (30) days of being notified thereof. Customer will pay in full for the Services and Implementation Services up to and including the last day on which such services are provided. All sections of this Agreement which by their nature should survive

termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## 8. WARRANTIES AND DISCLAIMER

a. Customer Representations and Warranties. Customer represents and warrants that Customer will use the Services only in compliance with (i) this Agreement, (ii) Company's standard published policies then in effect, and (iii) all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

b. Company Representations and Warranties. Company represents and warrants that it (i) shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and (ii) shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

c. DISCLAIMER. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, THE SERVICES, SUPPORT SERVICES, AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

## 9. INDEMNITY

Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an actual or alleged violation of Customer's representations and warranties set forth in Section 8, or otherwise from Customer's use of Services, including specifically any claims by Customer's Authorized Users in connection with their use of the Services and the results obtained thereby.

## 10. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, COMPANY AND ITS SUPPLIERS,

OFFICERS,  
AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE  
RESPONSIBLE  
OR LIABLE WITH RESPECT TO ANY CLAIM OR LOSS RELATED TO THE SUBJECT MATTER OF  
THIS  
AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT,  
NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF  
USE  
OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF  
SUBSTITUTE SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT,  
EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER  
BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER  
WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY  
CUSTOMER  
TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO  
THE  
EVENT THAT GAVE RISE TO THE LIABILITY, IN NO EVENT TO EXCEED \$100,000.00 USD,  
WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 11. MISCELLANEOUS

a. Independent Contractor. Company is an independent contractor of Customer and not an employee, agent, or representative of Customer. Nothing herein contained shall be construed to create a joint venture by the Parties. Customer does not have any authority of any kind to bind Company in any respect whatsoever.

b. Force Majeure. Notwithstanding any other provision of this Agreement, no Party shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or inability to perform its obligations under this Agreement or SOW if the delay or inability arises from any cause beyond the reasonable control of that Party (each, a "Force Majeure Event"). If a delay continues for sixty (60) days or more, the Party not experiencing the Force Majeure Event may terminate the impacted SOW upon written notice to the other Party.

c. No Publicity. Neither Party shall use the other Party's name or mark in any advertising, written sales promotion, press releases, or other publicity matters relating to this Agreement without the other Party's written consent. Notwithstanding the preceding sentence, Company may list Customer's name and logo, for internal purposes, prospective customer presentations, and on a customer list that it provides to prospective clients of its products or services.

d. Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary



so that this Agreement will otherwise remain in full force and effect and enforceable.

e. Assignment. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

f. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

g. Waivers. No waiver of any term, condition or obligation of this Agreement is valid unless made in writing and signed by the Party to which such performance is due. No failure or delay by any Party at any time to enforce one or more of the terms, conditions or obligations of this Agreement: (i) constitutes waiver of such term, condition or obligation; (ii) precludes such Party from requiring performance by the other Party at any later time; or (iii) is deemed to be a waiver of any other subsequent term, condition or obligation, whether of like or different nature.

h. Modifications. Any modification to this Agreement must be in writing and signed by duly authorized representatives of each Party.

i. Dispute Resolution. If a dispute arises between the Parties in connection with this Agreement (a "Dispute"), including without limitation any Dispute arising out of any monetary amount due to a Party hereto, but expressly excluding any breach for which this Agreement designates a cure period and applicable rights and remedies, then, prior to bringing any suit, action or proceeding in connection with such Dispute, a Party must first give written notice of the Dispute to the other Party describing the Dispute and requesting it be resolved pursuant to the dispute resolution process (the "Dispute Notice") under this Section 11(i). If the Parties are unable to resolve the Dispute within thirty (30) days of delivery of the Dispute Notice, then each Party shall promptly (but no later than ten (10) days thereafter):

(i) appoint a designated representative who has sufficient authority to settle the Dispute and who is at a higher management level than the person with direct responsibility for the administration of this Agreement (the "Designated Representative"); and (ii) notify the other Party in writing of the name and contact information of such Designated Representative. The Designated Representatives shall then meet as often as they deem necessary to discuss the Dispute and negotiate in good faith to resolve the Dispute. Each Party shall honor all reasonable requests of the other Party for relevant information relating to the Dispute. If the Parties are unable to resolve the Dispute within sixty (60) days after the



appointment of both Designated Representatives, then either Party may proceed with any other available remedy, whether under this Agreement, or at law or in equity.

j. Governing Law; Jurisdiction and Venue; Attorney Fees; Jury Waiver. This Agreement and the rights and obligations of the Parties (including, without limitation, all disputes arising out of or relating to this Agreement or the subject matters of this Agreement) is subject in all respects to the laws of the State of Washington, without regard to any rules governing conflict of laws. Exclusive jurisdiction over and venue of any suit or action arising out of or relating to this Agreement is the federal court or state court in Seattle, King County, Washington. Each Party irrevocably submits to personal jurisdiction and venue in such courts and waives all objections to venue or jurisdiction of such courts. A final judgment in any such suit or action may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The prevailing Party in any formal dispute arising out of or relating to this Agreement is entitled to reasonable attorneys' fees and costs (including reasonable expert fees and costs), unless the prevailing Party rejected a written settlement offer that exceeds the prevailing Party's recovery. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING BETWEEN THE PARTIES, WHETHER UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHERWISE. THE AGREEMENT OF EACH PARTY TO WAIVE ITS RIGHT TO A JURY TRIAL IS BINDING ON ITS SUCCESSORS AND ASSIGNS.

k. Notices. All notices under this Agreement will be in writing and will be delivered to each Party's respective address set forth in the preamble above, and will be deemed to have been duly given when received, if personally delivered; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

l. Counterparts. This Agreement may be signed in any number of counterparts, which may be transmitted by PDF, all of which taken together constitute one and the same instrument.