

This Lattice HRIS Addendum (“**HRIS Addendum**”) governs Customer’s access to and use of any Lattice products which provide a human resource information system service or platform (“**Lattice HRIS**”) including where applicable any consultancy or implementation services we may provide in relation to Lattice HRIS, is part of the Lattice Terms of Service, or, if applicable, such other written or electronic agreement(s) governing Customer’s use of the Lattice Service between Customer and Lattice (collectively, the “**Terms**”), and is hereby incorporated into the Terms by reference. As used herein and otherwise set forth in the Terms, references to “Lattice,” Company,” “we,” “us,” and “our” refer to Degree, Inc.; references to “Customer,” “you,” “your,” and “yours” refer to the organization identified as the Customer in the applicable Order Form; and references to the “Service,” in addition to the meaning given to it in the Terms, also refer to Lattice HRIS. Capitalized terms used but not otherwise defined in this HRIS Addendum will have the meaning set forth in the Terms. This HRIS Addendum sets forth the additional terms and conditions under which Customer and any of its Authorized Users may access and use Lattice HRIS.

### **1. Terms of Use of Lattice HRIS**

Notwithstanding and in addition to the conditions, permissions, restrictions, limitations, warranties, and obligations set forth in the Terms, subject to your agreement with and adherence to the terms set forth in this HRIS Addendum, we hereby grant you a non-exclusive, non-sublicensable, nontransferable (except as provided herein or in the Terms) right, during the Term (as defined in the Terms), to access and use Lattice HRIS solely for your internal business purposes and in accordance with any Documentation made available to you by us in tangible or electronic format.

### **2. Your Responsibilities; Compliance with Law**

You represent and warrant that at all times during the Term you will comply with all applicable laws and regulations in connection with your own activities performed under this HRIS Addendum and the Terms or otherwise related to your use of the Service. You further understand and agree that it may be possible for you to configure or use certain products of or features within Service in manners that do not comply with applicable laws or regulations, and at all times during the Term it is your sole responsibility to ensure that your use and your Authorized Users’ use of the Service is in accordance and compliance with applicable laws and regulations, and that in no event will we be responsible or liable for your failure to comply with an applicable law or regulation in connection with or related to your use of the Service.

### **3. Accuracy of Customer Representations; Errors**

In order to provide Lattice HRIS, we must rely on your Customer Content provided by you (including by your employees and Authorized Users). You acknowledge that your access to and use of the Service requires accurate, complete, and timely Customer Content and that we are entitled to rely conclusively on all Customer Content in providing the Service to you, and you represent and warrant that any Customer Content provided to us in relation to your use of the Service is accurate and complete to the best of your knowledge. You further acknowledge that we do not have any obligation to verify, correct, or otherwise ensure the accuracy or quality of the Customer Content and, unless due to our own omissions or gross negligence, we are not liable for errors, omissions, penalties, fines, judgments, or other losses incurred that result from inaccurate, mistaken, or incomplete Customer Content provided by you, your employees, or your Authorized Users.

If you become aware of a failure, possible failure, investigation, audit, or penalty relating to the Service, you agree to promptly notify us in writing and agree to cooperate in resolving any such issue. If you request that we correct any error on your behalf, we may attempt to do so; provided, however, that we are not obligated to make any requested corrections, nor are we liable for any claims or other consequences that may directly or indirectly result from our attempt to correct, or failure to correct, any such error.

### **4. Employment Decisions**

You acknowledge and agree that we exercise no control over any employment or human resource practices or actions you implement or execute using the Service, nor any of your decisions or actions with regard to employment, promotion, advancement, termination, notification, or compensation of any employee, contractor, or Authorized User of the Service. Further, you acknowledge and agree that

we do not have a direct relationship with your employees, contractors, or Authorized Users, and that as between you and us, you are solely responsible for all communication and data collection with and from your employees, contractors, and Authorized Users.

In addition to the foregoing, you acknowledge, understand, and agree that at all times during the Term with regard to any employment offers or total rewards summaries you provide to any candidates, employees, contractors, or other Authorized Users, you are solely responsible for ensuring that the appropriate and necessary information and terms for each such employment offer and total rewards summary you provide are complete and accurate. If applicable with respect to the product you use, any total rewards summaries provided in the Service are solely a hypothetical example, are not promises of any compensation or type of compensation and are subject to change. Any such total rewards summaries and information provided in association therewith are intended for general informational purposes only and are not to be construed as legal, financial, or tax advice. At all times during the Term, you are responsible for fulfilling any offers of employment, compensation, or rewards that you make to your employees, contractors, applicants, or other Authorized Users. WE MAKE NO REPRESENTATIONS OR WARRANTIES AND TAKE NO RESPONSIBILITY FOR ANY EMPLOYMENT OFFERS OR TOTAL REWARDS SUMMARIES (OR ANY INFORMATION SUBMITTED BY YOU IN CONNECTION THEREWITH) THAT ARE CREATED, VIEWED, REJECTED OR ACCEPTED IN THE SERVICE.

## **5. Warranty Disclaimer**

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE TERMS, THE SERVICE, SOFTWARE, AND ALL COMPANY PROPERTIES ARE PROVIDED "AS IS," AND NEITHER PARTY MAKES AND WE SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE SERVICE, SOFTWARE, OR COMPANY PROPERTIES WILL BE ERROR-FREE OR UNINTERRUPTED. YOU AGREE THAT WE ARE NOT LIABLE FOR ANY ERRORS OR INACCURACIES IN DATA OR CUSTOMER CONTENT PROVIDED BY YOU OR ANY OF YOUR AUTHORIZED USERS IN CONNECTION WITH YOUR USE OF THE SERVICE OR SOFTWARE, INCLUDING ANY REPORTS, ANALYSIS, OR ANY OTHER OUTPUTS PRODUCED OR DERIVED THEREFROM. YOU UNDERSTAND AND AGREE THAT WE ARE NOT RENDERING ANY LEGAL, TAX, BENEFIT, ACCOUNTING, OR INVESTMENT ADVICE IN CONNECTION WITH PROVIDING THE SERVICE AND SOFTWARE AND WE WILL NOT BE DEEMED TO BE A FIDUCIARY OR THE EMPLOYER OR JOINT EMPLOYER OF YOUR AUTHORIZED USERS, EMPLOYEES, OR CONTRACTORS FOR ANY PURPOSE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE SOFTWARE AND SERVICE ARE NOT INTENDED FOR THE USE, STORAGE, COLLECTION, OR MAINTENANCE OF PROTECTED HEALTH INFORMATION ("PHI") AS DEFINED BY THE HEALTH INSURANCE PORTABILITY AND AFFORDABILITY ACT ("HIPAA"), THAT WE ARE NOT A COVERED ENTITY OR BUSINESS ASSOCIATE AS DEFINED UNDER HIPAA, AND THAT THE CUSTOMER CONTENT WILL BE FREE OF ANY PHI AND YOU WILL NOT UPLOAD OR STORE PHI IN THE SOFTWARE OR SERVICE. FOR THE AVOIDANCE OF DOUBT, WE DO NOT PROVIDE CUSTOMERS WITH AND WILL NOT PROVIDE YOU WITH LEGAL ADVICE REGARDING COMPLIANCE, DATA PRIVACY, OR ANY OTHER APPLICABLE LAWS OR REGULATIONS, AND ANY STATEMENTS MADE BY US IN RELATION TO YOUR USE OF THE SOFTWARE OR SERVICE DOES NOT AND WILL NOT CONSTITUTE LEGAL ADVICE. ACCORDINGLY, YOU AGREE THAT WE ARE NOT LIABLE FOR ANY CLAIMS ARISING FROM ANY ADVICE PROVIDED BY US IN CONNECTION WITH THE SERVICES. IMPLEMENTATION AND ADVISORY SERVICES ARE PROVIDED AT YOUR OWN RISK. FURTHER, ANY CONFLICTING TERM HEREIN NOTWITHSTANDING, WHERE APPLICABLE, COMPLIMENTARY SERVICES ARE ACCEPTED BY CUSTOMER AS-IS AND ARE NOT SUBJECT TO ANY SERVICE LEVEL AGREEMENT OR PRODUCT PERFORMANCE WARRANTIES.

## **6. Indemnification**

**a.** Notwithstanding any indemnification obligations set forth in the Terms, and specifically with regard to Lattice HRIS, we will defend, indemnify, and hold harmless you and your officers, directors, employees and agents from and against all claims, damages, losses and external expenses (including reasonable attorneys' fees), except where caused in whole or in part by your use of the Service in violation of this HRIS Addendum or the Terms, arising out of any claim by any third party to the extent such claim alleges that Lattice HRIS (as made available to you for use in accordance with this HRIS Addendum and where applicable the Terms) infringes or misappropriates any such third party's intellectual property rights, under the Uniform Trade Secrets Act, U.S. patent, copyright, trademark or other applicable intellectual property law. Notwithstanding the foregoing, we will have no obligation under this paragraph and will not otherwise be liable to the extent the claim is based on: (i) use of Lattice HRIS in combination with any hardware, software, data, content, or other component not provided by us; (ii) Customer Content; or (iii) use of Lattice HRIS other than in accordance with this

HRIS Addendum, the Terms, and the Documentation.

**b.** You will defend, indemnify and hold harmless us and our officers, directors, employees and agents from and against all claims, damages, losses and external expenses (including reasonable attorneys' fees) arising out of any claim by any third party to the extent such claim is based on or related to: your use of the Service in violation of this HRIS Addendum or the Terms, or other than in accordance with any advice, training, materials or resources, or implementation services provided by us in connection with the Service; your Customer Content; any employment decision, action, or inaction you take arising from or related to information available through, or your use of, the Service, or arising from or related to the inaccuracy or incompleteness of any information you make available to your employees, contractors, candidates, or Authorized Users by or through the Service; or your actual or alleged violation of applicable law or the rights of any third party, including without limitation any applicable privacy right or any right provided by an applicable labor or employment law or regulation.

## **7. Limitation of Liability**

WITHOUT LIMITING THE GENERALITY OF THE LIMITATIONS OF LIABILITY AND DISCLAIMERS SET FORTH IN THE TERMS, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF DATA, USE OR PROFIT, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING TO THE SERVICE OR THIS HRIS ADDENDUM, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO LATTICE HRIS OR THIS HRIS ADDENDUM WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID OR PAYABLE BY YOU DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE INITIAL EVENT CAUSING OR RESULTING IN SUCH LIABILITY. REGULATIONS AND JUDICIAL PRECEDENT IN CERTAIN STATES LIMIT THE MAXIMUM AMOUNT THAT DAMAGES CAN BE LIMITED BY OPERATION OF CONTRACT. IF UNDER SUCH CIRCUMSTANCES, THE FOREGOING LIMITATION OF LIABILITY IS DEEMED INEFFECTIVE AS A MATTER OF LAW, IT SHOULD INSTEAD BE CONSTRUED TO LIMIT LIABILITY TO THE MINIMUM AMOUNT THAT WOULD BE CONSISTENT WITH SUCH LAWS OR PRECEDENT WHILE STILL GIVING EFFECT TO THE INTENTION OF THIS CLAUSE. EACH PARTY ACKNOWLEDGES THAT IT HAS ENTERED INTO THIS HRIS ADDENDUM IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

## **8. Entire Agreement; Modification; Conflicts; Survival**

By signing this HRIS Addendum or an applicable Order Form to which it is attached, you agree to be bound and abide by the terms of this HRIS Addendum, which together with and forming a part of the Terms, constitutes the entire agreement of the parties relating to Lattice HRIS, and supersedes all prior or contemporaneous communications, understandings, and agreements, oral or written, relating to the same. No modification, amendment, or waiver of any provision of this HRIS Addendum will be effective unless contained in a writing signed by both parties that specifically purports to amend this HRIS Addendum, or as applicable, the Terms. To the extent of any conflict or inconsistency between this HRIS Addendum and Terms, or any Order Form, or other prior written agreement between the parties solely relating to Lattice HRIS, the provisions of this HRIS Addendum will prevail.

BY THE WRITTEN AGREEMENT OF ITS AUTHORIZED REPRESENTATIVE ON AN APPLICABLE ORDER FORM OR SIMILAR WRITING ON WHICH THIS HRIS ADDENDUM IS REFERENCED, each Party does hereby agree to the terms of this HRIS Addendum as set forth herein.