

**LATTICE PARTNER PROGRAM: MASTER PARTNERSHIPS AGREEMENT FOR LATTICE'S  
CERTIFIED FRACTIONAL HR PEOPLE LEADER PROGRAM**

This LATTICE PARTNER PROGRAM: MASTER PARTNERSHIPS AGREEMENT FOR LATTICE'S CERTIFIED FRACTIONAL HR PEOPLE LEADER PROGRAM (the "Agreement") is made and entered into on the last date reflected on the signature page ("Effective Date") by and between DEGREE, INC. (d/b/a Lattice), a Delaware corporation ("Lattice"), and the party identified in the signature block ("Partner"). Lattice or Partner may be referred to herein each as a "Party" or, collectively, as the "Parties."

RECITALS

WHEREAS, Lattice is in the business of providing employee development and performance management solutions to its customers as generally described on its website (<https://lattice.com/>), and as may be further described herein or in any appended Addendum or related Statement of Work ("SOW"); and

WHEREAS, the Parties desire to enter into this Agreement to facilitate Partnership Activities (defined below) as set forth in one or more Addenda and associated SOWs (each an "Addendum" and collectively the "Addenda") that may be added from time to time, all of which shall be subject to the terms and conditions as set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

I. Definitions

As used in this Agreement, the following terms have the following meanings, unless otherwise specified in any Addendum or SOW :

- a) "Applicable Privacy Laws" means any and all applicable international, national, federal and state data protection and privacy laws, including, but not limited to, the General Data Protection Regulation ("GDPR"), the Data Protection Act of 2018, or the California Consumer Privacy Act ("CCPA") and other similar laws that seek to regulate data protection, privacy and the use, collection and/or disclosure of personal information.

- b) "Affiliate" means a company, corporation, partnership or other legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party to this Agreement. As used in this definition, "control" means direct or indirect ownership or control of greater than fifty percent (50%) of the voting interests of the subject entity.
- c) "Approved Territories" means any country, state or territory in the world where the Referring Party does business.
- d) "Change of Control" means the occurrence of any of the following events: (a) any sale, lease, exchange, or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of either Party to any entity or group, together with any Affiliates thereof; (b) consummation of a sale of capital stock, merger, consolidation, reorganization, or other transaction (or series of related transactions) involving either Party following which the direct or indirect beneficial owners of the applicable Party (or any of them) as of the date hereof do not hold, collectively, capital stock or other securities of the surviving corporation (i) with voting power to elect a majority of the surviving entity's board of directors or equivalent, or (ii) representing a beneficial interest in the surviving entity equal to at least a majority thereof.
- e) "Closed Lead" means a qualified prospective customer that contractually commits and purchases or subscribes to the Referral Partner's products or services.
- f) "Existing Business Relationship" means the existence of (i) a contractual agreement between a Party and a company for the purchase of such Party's software or services; (ii) an active opportunity in the Referral Partner's customer relationship management platform as of the referral date; or (iii) demonstrable evidence of pre-sale negotiations and discussions between a Party and a company for the purchase of such Party's software or services, provided that any such contractual agreements or pre-sale discussions had commenced or were entered into prior to the referral date.
- g) "Existing Customer(s)" means any companies that have an Existing Business Relationship with either Party. Affiliates of Existing Customers shall also be considered Existing Customers whether or not they have an Existing Business Relationship.

- h) "Lattice Solution" means the Lattice proprietary online subscription software as a service, associated supporting services, and any related future modules, together with future releases, enhancements and upgrades thereof.
- i) "Lead" means a qualified prospective customer in the Approved Territories referred by the Referring Party as the case may be.
- j) "Net Sales Price" means the gross revenue (in U.S. dollars unless otherwise specified in an Addendum) received by the Referral Partner from the sale of the Referral Partner's services or goods to a Referral Customer in Approved Territories hereunder, less the following items: (i) import, export, value added, excise and sales taxes, tariffs and custom duties; (ii) any charges for insurance; and (iii) customary rebates, cash and trade discounts, actually taken. A Referral Customer's payments will be made directly to the Referral Partner, using the Referral Partner's preferred method of payment. In the event that the Referring Party makes payment to the Referral Partner on behalf of a Referral Customer, any such payments will be included in Net Sales Price.
- k) "New Customer(s)" means Closed Leads or companies named as Lead(s) by the Referring Party with whom the Receiving Party enters into a contractual agreement for the purchase of the Receiving Party's software or services.
- l) "Partnership Activities" mean activities conducted by Lattice and Partner relative to Partner's participation in Lattice's Partner Program for the purpose of increasing new customer opportunities for the Lattice Solution and any services offered by Partner, as governed by this Agreement and any applicable Addenda hereto. Such activities may be further defined in an applicable Addendum or SOW and include, but are not limited to, co-marketing and co-selling activities, participation in referral programs, provision of consulting and/or sub-contracting services, and Partner's development of software or technologies to allow interoperability between Partner's applications and the Lattice Solution.
- m) "Referral Partner" means the Party receiving a prospective customer as a referral from the Referring Party;
- n) "Referral Customer" means a customer or prospective customer that (i) is in the Approved Territories referred by Referring Party as a sales lead to the Referral Partner; (ii) is a person or business entity with an apparent technology buyer who has expressed interest in the goods or services of the Referral Partner; (iii) is not an

Existing Customer of the Referral Partner; and (iv) is a customer with whom the Referral Partner subsequently concludes a license, subscription, or sale of its products or services of at least twelve (12) months (if applicable) and for a minimum of \$4,000.00 USD, or as otherwise specified in any Addendum.

- o) "Referring Party" means: (i) the Party that submits Lead(s) to the other Party; (ii) the Party referring the other Party's products or services or referring a prospective customer to the other Party;

## II. General Terms and Conditions

1) Fees and Payment. Upon signing an Addendum, Partner will be electronically invoiced on a quarterly basis. Each quarterly invoice will specify any payments due to Lattice or amounts payable by Lattice to Partner. Except as otherwise expressly provided in any Addendum or related SOW, all payment obligations and payments due will be in U.S. dollars, are non-cancelable and non-refundable, and are due and/or payable thirty (30) days from each invoice date.

2) Expenses. Unless otherwise provided in any Addendum or related SOW, each Party will solely bear its own costs and expenses with respect to the activities contemplated by this Agreement or any Addenda hereto without any financial obligation to the other.

3) Term & Termination.

a) Term. This Agreement begins on the Effective Date and shall continue for a period of one (1) year, unless otherwise earlier terminated in accordance with the provisions hereunder.

b) Termination for Convenience. Either Party may terminate this Agreement (including all Addenda) for any reason or no reason upon ninety (90) days' prior written notice to the other Party.

c) Termination for Cause. Either Party may terminate this Agreement or any associated Addenda if the other Party materially breaches this Agreement or any associated Addenda and fails to cure such breach within thirty (30) days after it receives written notice of such breach. Either Party may immediately terminate this Agreement or any associated Addenda upon written notice in the event that the other Party (a) becomes insolvent (however evidenced) or unable to pay its debts as they mature; (b) makes an assignment for the benefit of its creditors; (c) seeks relief, or if proceedings are commenced against such other Party or on its behalf, under

any bankruptcy, insolvency or debtors relief law and such proceedings have not been vacated or set aside within seven (7) days from the date of commencement thereof; or (d) the other Party becomes a direct competitor of the terminating Party or is acquired by a direct competitor of the terminating Party.

d) Termination for Change of Control. Either Party may terminate this Agreement immediately upon written notice if a Party undergoes a Change of Control, unless such event has been consented to in writing by the other Party.

e) Effect of Termination. Termination of this Agreement will result in termination of all Addenda. Upon termination of this Agreement and any Addenda, for whatever reason, neither Party shall have any further obligation to provide services to the other Party, and unless otherwise provided herein or in an applicable Addendum or SOW, all licenses granted hereunder will terminate immediately. Termination will not relieve either Party of its obligation to pay any fees due and payable to the other Party prior to the effective date of termination. The foregoing notwithstanding, in the event of termination of this Agreement, the obligations of the Referral Partner to make payments as set forth herein or in any Addendum or SOW (i) shall survive termination of the Agreement with respect to products or services purchased, licenses, or subscriptions of the Referral Partner to Referral Customers prior to the effective date of termination of this Agreement, for a period of six (6) additional months; and (ii) shall continue for a period of six (6) months after the effective date of termination of this Agreement, together with any Addenda, with respect to products or services purchased, licenses or subscriptions of the Referral Partner sold during such six-month period to Referral Customers who or which had been identified in accordance with the specifications herein before termination.

f) Survival of Provisions Upon Termination. The Parties' obligations in Section 8 (Representations, Warranties, and Disclaimers), 9 (Indemnity), 10 (Limitation of Liability), Section 11 (Confidentiality), and 13 (Governing Law and Venue) shall survive the termination of this Agreement.

4) Training and Resource Materials. During the term of this Agreement each Party may be sharing with the other information and materials that may be beneficial or required by the other Party to represent competent knowledge of such Party's products and services (the "Resource Material(s)"). Such Resource Materials may include, but are not limited to slide decks, spreadsheets, data files, access to websites, product/user licenses, training, demonstrations, and access to marketing materials describing products and services, as may be more specifically described in the Addenda or related SOW(s). Each Party

acknowledges and agrees that the Resource Materials are the other's Confidential Information, and in some cases contain a Party's proprietary information, and that a Party's use of any Resource Materials is at all times subject to the license grant in Section 8 below and any use restrictions provided herein or in a then-current Addendum. The Parties may not use the Resource Materials in any manner or for any purpose other than as expressly permitted in this Agreement, a then-current Addendum or related SOW. Neither Party shall, except as explicitly permitted in Section 8 below or a then-current Addendum or SOW: (a) sublicense or distribute the Resource Materials, in whole or in part, to third parties; or (b) to create derivative works from the Resource Materials provided by the other Party.

5) Referring Party's Obligations. The Referring Party shall: (a) use commercially reasonable efforts to promote the Referral Partner's products and services to others if referral activities are described in any of the Parties' Addenda or SOW(s); (b) act or conduct business in a manner that is professional and avoid deceptive, misleading or unethical practices in its performance hereunder; (c) comply with all applicable laws in its performance hereunder; (d) obtain all necessary opt-ins and/or consents from third parties to share the information and (d) not make any representations or guarantees about the other Party's products or services.

6) Compliance with Privacy Laws. Each Party agrees to comply with Applicable Privacy Laws in its performance under this Agreement. Each Party agrees to cooperate with the other Party as may be reasonably necessary to honor and fulfill any request made by a data subject to exercise its rights under the Applicable Privacy Laws.

7) License Grant and Joint Marketing Activities.

a) Each Party will have the revocable, non-transferable, non-exclusive, non-sublicensable, worldwide license to use the other Party's logo(s), trade name(s), trademarks and the names of its products and services in unmodified form, solely for the purpose of performing the activities permitted under this Agreement or any Addenda, provided that all such use is: (i) if intended for public consumption, first subject to the prior written consent of the other Party (which consent shall not be unreasonably withheld) and (ii) strictly in accordance with any brand or trademark use guidelines provided by the other Party. During the term of this Agreement each Party may also refer to the other as a Partner.

b) Each party shall use commercially reasonable efforts to afford each other the opportunity to participate in joint marketing programs, events and to issue joint press releases to prospective Referral Customers, upon mutual written agreement.

8) Representations, Warranties, and Disclaimers.

- a) Mutual. Each Party represents that it has validly entered into this Agreement and any subsequent Addenda and/or Statements of Work and is not subject to any agreements that conflict with or would prohibit the undertakings provided hereunder, including specifically but not limited to any agreements with a current or former employer, customer, or client. Each Party represents and warrants that it shall: (a) act or conduct business in a manner that is professional and avoids deceptive, misleading or unethical practices in its performance hereunder; (b) not make any representations or guarantees about each other's products or services; (c) comply with applicable law, including but not limited to the Applicable Privacy Laws; and (d) use commercially reasonable efforts to promote the Referral Partner or its products or services.
- b) The Referring Party represents and warrants that, if applicable, any prospective customer or Referral Customers it provides to the other Party (i) has been obtained in accordance with all Applicable Privacy Laws and any other relevant laws and (ii) has provided their explicit consent and/or opted-in to providing their information for the purposes of being contacted by the Referral Partner, if required under Applicable Privacy Laws applicable in the Referral Customer's jurisdiction.
- c) EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES AND BOTH PARTIES SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES.
- 9) Indemnity. Each Party will defend, indemnify, and hold the other Party and its officers, directors, employees and agents harmless 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 alleges or is based on (i) its violation of applicable laws, including without limitation any Applicable Privacy Laws; (ii) a breach of its obligations related to Section 9 (Representations, Warranties and Disclaimers); (iii) its fraud, gross negligence or willful misconduct; (iv) its violation of the rights of any third-party; or (v) its infringement or violation of any third-party intellectual property right, including without limitation, any U.S. copyright, patent or trademark.
- 10) Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREIN, A PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, OR A PARTY'S VIOLATION OF ITS OBLIGATIONS TO COMPLY WITH APPLICABLE PRIVACY LAWS 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) ARISING OUT OF OR RELATING TO THIS AGREEMENT HEREUNDER, 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.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREIN, A PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, OR A PARTY'S VIOLATION OF ITS OBLIGATIONS TO COMPLY WITH APPLICABLE PRIVACY LAWS HEREIN, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO \$1,000.00 UNITED STATES DOLLARS. THE PARTIES ACKNOWLEDGE THAT THE TERMS HEREOF REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

11) Confidentiality.

a) Each Party may have access to the other Party's information, be it in oral, written or any other form, which will be deemed "Confidential Information" if identified as such by the disclosing party, or if the information by its nature is normally and reasonably considered confidential. Confidential Information includes, without limitation, information regarding product, product roadmaps, methodology, research, customers, business partners, business plans, all product and product planning information, specifications, components, design and production methods, trade secrets, secret processes and formulae, software and related documentation, including, without limitation, source or object codes for such software, related marketing and business data, methods, strategies, product pricing or anticipated pricing, plans and materials, and any agreements, records, and reports concerning them, any information received from third parties that either Party is obligated to treat as confidential and any information that provides a competitive advantage. Confidential Information includes sensitive data provided about any prospective customer by one Party to another, whether or not the prospective customer purchases any products or services from such Party in their capacity as Referral Partner. Confidential Information also includes any pricing information for either Party's products or services.

b) Exceptions. Confidential Information does not include information that (i) is in the public domain at the time it was disclosed or subsequently comes into the public domain through no fault of the Party receiving such information; (ii) is already known to the receiving Party before receipt from the disclosing Party; (iii) is



independently developed by the receiving Party without use of Confidential Information; or (iv) becomes known to the receiving Party, on a non-confidential basis, from a source other than the disclosing Party without breach of this Agreement by the receiving Party.

c) Standard of Care. Each party will maintain in strict confidence any Confidential Information received from the other Party, and use the same degree of care as it uses to protect its own Confidential Information of a like nature, but not less than a reasonable degree of care, to (a) prevent use or copying of the disclosing Party's Confidential Information for any purpose other than to perform its obligations or exercise its rights as provided under this Agreement, and (b) prevent disclosure of the disclosing Party's Confidential Information other than to its employees (or agents bound by substantially similar confidentiality obligations) with a need to access the Confidential Information for purposes consistent with this Agreement. Confidential Information will remain the property of the disclosing Party and will be returned or (along with all copies) destroyed upon request, at which time the receiving Party will provide to the disclosing Party a written certification of such return or destruction, except that the receiving Party shall be permitted to retain electronic copies of Confidential Information that are created pursuant to automatic IT backup or disaster recovery procedures, or as are required by applicable law. Without limiting any other provision of this Agreement, with respect to its obligations under this Section, the receiving Party will be responsible for the acts and omissions of its employees, contractors and agents to the same extent as if those acts and omissions were those of the receiving Party.

12) Notices. Notices hereunder shall be in writing and shall be sent by internationally recognized overnight courier with tracking capabilities (such as Federal Express), with a contemporaneous e-mail copy, addressed as follows:

If to Lattice:

**Name:** Aaron Ross

**Title:** General Counsel

**Address:** 360 Spear Street, Floor 4  
San Francisco, CA 94105

**Email:** [Legal@Lattice.com](mailto:Legal@Lattice.com)

**Copy to:** Partners@lattice.com

If to Partner: Notice will be provided to the "Partner Notice Contact" identified in the signature block below.

Notices hereunder shall be deemed given (i) if by overnight courier, on the day following the date that the notice was delivered to such courier for delivery, and (ii) if by e-mail, on the date such notice was given. If an e-mail notice is rejected by the recipient's system, the notice shall not be deemed to be received. Either party may change its address or any part thereof for notice hereunder by furnishing a notice in accordance herewith.

13) Governing Law and Venue. If Partner is registered or resides in the United States of America, this Agreement shall be construed, governed and interpreted by the laws of the State of California, without giving effect to any principles that provide for the application of the law of another jurisdiction. If Partner is registered in any country other than the United States of America, this Agreement shall be construed, governed and interpreted by the laws of England and Wales, without giving effect to any principles that provide for the application of the law of another jurisdiction. In either case, The United Nations Convention on Contracts for the International Sale of Goods does not apply.

a) If Partner is registered or resides in the United States of America, any dispute related to this Agreement will be heard in the State or Federal courts of San Francisco, California, and each Party consents to the jurisdiction of such courts.

b) If Partner is registered or resides in any country other than the United States of America, any such dispute will be referred to and finally determined by binding arbitration in accordance with the JAMS International Arbitration Rules. The tribunal will consist of a sole arbitrator. The place of the arbitration will be London, England. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

14) Independent Contractor.

Neither these terms nor the cooperation of the Parties contemplated under these terms will be deemed or construed to create any partnership, joint venture or agency relationship between the Parties. Neither Party is, nor will either party hold itself out to be, vested with any power or right to bind the other Party contractually or act on behalf of the other party as a broker, agent or otherwise.

15) Relationship of the Parties. For all purposes of this Agreement, each Party will be and act as an independent contractor. Neither these terms nor the cooperation of the Parties contemplated under these terms will be deemed or construed to create any partnership, joint venture, employment or agency relationship between the Parties. Neither Party is, nor will either party hold itself out to be, vested with any power or right to bind the

other Party contractually or act on behalf of the other party as a broker, agent or otherwise. For the avoidance of doubt, Partner will not be eligible to participate in any of Lattice's employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs.

16) Amendments. No amendment of these terms will be effective unless contained in a written agreement signed by both Parties that specifically purports to amend these terms, any Addenda or SOW.

17) Waiver. Any provision of this Agreement may be waived only in a writing signed by the Party to be bound thereby. Any waiver or failure to enforce any provision of these terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

18) Severability. If any provision of these terms is, for any reason, held to be invalid, illegal, or unenforceable, the other provisions of these terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

19) Assignment. Neither Party may assign or otherwise transfer this Agreement or any Addenda to any third party without the other Party's prior written consent, except that Lattice may transfer this Agreement or any Addenda thereto to an Affiliate or a successor in interest by way of merger, acquisition, consolidation or similar transaction.

20) Order of Precedence. In the event of any conflict, ambiguity or inconsistency between this Agreement and any applicable Addenda or SOW(s), the conflict, ambiguity or inconsistency shall be resolved according to the following order of precedence: (1) the applicable SOW or any Addendum to this Agreement, and (2) this Agreement.

21) Entire Agreement. This Agreement together with any Addenda represents the entire agreement of the parties with respect to the subject matter hereof, and supersedes any and all prior agreements, written or oral, with respect to the subject matter hereof.

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**SIGNATURE PAGE**

**to**

**LATTICE PARTNER PROGRAM: MASTER SERVICES AGREEMENT FOR LATTICE'S CERTIFIED  
FRACTIONAL HR PEOPLE LEADER PROGRAM**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

**DEGREE, INC. (d/b/a Lattice)**

**Participating Fractional HR People  
Leader**

**Signature:**

**Signature:**

**Name:**

**Name:**

**Title:**

**Title:**

**Date:**

**Date:**

**Partner Contact:**

**Name:**

**Title:**

**E-mail:**

**Address:**

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