

rootsHCM – HCM SaaS Partner Program Agreement

This HCM SaaS Partner Program Agreement (“**Agreement**”) is entered into on _____ (“**Effective Date**”) by and between Roots Softwares, Inc., a Delaware corporation (“**Roots Softwares**”), and the Company signing this Agreement (“**Company**”), each being a “**Party**” and collectively, the “**Parties**.” If there’s any inconsistency between this Agreement and other click-through or wrap-up agreements, this Agreement will prevail for the subject matter herein.

WHEREAS:

- Roots Softwares provides its hosted software platform and related interfaces, software development kits, services and documentation (the “**rootsHCM Platform**”) that provides its users with access to certain products and services designed to automate HCM processes. The platform offers features and functions that addresses the needs of HCM functions and is made available through subscription to a module or a set of modules known as a ‘bundles’.
- Company markets and offers rootsHCM products and services to their clients, develops technology, interfaces and vertical content, on board users and customers, provide after sale support and overall account management all collectively referred to as (the “**Company Products**”).
- Both Parties wish to enter into this Agreement in order for Company to participate in Roots Softwares HCM SaaS Partner Program (the “**Partner Program**”) to jointly promote, demonstrate, co-market and co-sell their respective offerings (each an “**Offering**”), as well as the referral and resale of the rootsHCM Platform, as applicable.

The Parties agree as follows:

1. **Introduction.**

1.1 Partner Program.

- (a) Company will register to Partner Program, create an account on Roots Softwares’ partner portal (the “**WorkSuite**”) and provide accurate, complete, and up-to-date registration information (including contact and payment information). The WorkSuite is informational only and not intended to provide instruction on the appropriate use of Offerings produced, supplied or under development by Roots Softwares or its licensors. Roots Softwares will use reasonable efforts to include accurate and up-to-date information on the WorkSuite.
- (b) Company shall ensure it has the rights to submit the content, data and information into the WorkSuite or as provided to Roots Softwares (“**Data**”), and shall be solely responsible for the accuracy and legality of (i) the Data provided to Roots Softwares by or on behalf of Company and (ii) the means by which Company acquired the Data. Although Roots Softwares has no obligation to monitor the Data provided by Company or Company’s use of the WorkSuite, Roots Softwares may do so and may remove any such Data or prohibit any use of the WorkSuite it believes may be (or alleged to be), or it receives any notice or claim that any Data, or activities hereunder with respect to any Data, in violation of this Agreement or any law or regulation or right of any third party.
- (c) In the event that Roots Softwares provides its APIs to Company solely for the purpose of submitting Data to rootsHCM or other purposes designated by Roots Softwares, Company shall (i) only use rootsHCM APIs in accordance with Roots Softwares’ instructions, (ii) restrict access to rootsHCM APIs to its own personnel who has needs to use rootsHCM APIs in order to fulfill its obligations herein, (iii) conduct its best efforts to prevent any unauthorized access, use or distribution of rootsHCM APIs, and (iv) immediately cease to use rootsHCM APIs upon termination or expiration of this Agreement, or upon Roots Softwares’ written request.

1.2 Materials. Subject to the terms and conditions of this Agreement, Roots Softwares will provide certain resources and supports in accordance with Company’s registered tier as listed in HCM SaaS Partner Program by the Parties, which may include program benefits, implementation, co-marketing, as well as a reasonable quantity

of materials for use in conjunction with promoting the rootsHCM Platform to Prospects (as defined in Section 1.6) (together, “**rootsHCM Materials**”).

1.3 **Training.** Each party will provide the other with reasonable training on its own Offerings for the purpose of enabling the other party to effectively promote the products and services. Any on-site training will take place at such location, date(s), time(s) and applicable fees as the parties may agree upon. Roots Softwares may provide training online through the WorkSuite or other channels designated by Roots Softwares. Company agrees to comply the applicable terms and conditions of the training courses and maintain the certifications provided by Roots Softwares, if applicable.

1.4 **No Roots Softwares Competitor.** Under no circumstances will Company provide any license or access to the rootsHCM Platform or WorkSuite to any Roots Softwares competitor (including the employees or consultants of such competitor) whose principal line of business compete directly with Roots Softwares.

1.5 **Non-Exclusiveness.** Each Party expressly acknowledges and agrees that the relationship between the Parties is non-exclusive and nothing herein prevents either Party from directly marketing or selling their products or services to Prospect(s), or entering into other partner program, teaming or other alliances with any other third parties. Unless expressly stated otherwise in this Agreement or agreed to by the Parties, the Parties agree that there is no guaranty as to: (a) any amount of work that may be performed pursuant to this Agreement, (b) the precise schedule when work may be performed, or (c) the value of the work or products to be sold hereunder.

1.6 **Referrer and Reseller.**

(a) **Program Tier.** The HCM SaaS Partner Program provides a number of benefits to partners based on earned partner tier. Tier requirements are as listed in the table below and run a Roots Softwares fiscal calendar year, January 1st to December 31st, and the requirements and threshold for each tier may be adjusted at the end of Roots Softwares fiscal calendar year at Roots Softwares’ sole discretion. Subject to the terms and conditions of this Agreement, Roots Softwares appoints and authorizes Company on a non-exclusive basis as a HCM SaaS Partner in _____ tier as of the Effective Date, provided that the tier applies to Company may be adjusted and agreed by the Parties from time to time.

Tier	Net New ARR	or	Net New Annual Opportunities - Won	rootsHCM Certified Specialist
Registered	-		-	-
Silver	\$50,000 USD		3	1
Gold	\$100,000 USD		7	3
Platinum	\$400,000 USD		20	5

(b) **Referrer.** Subject to the terms and conditions of this Agreement, Roots Softwares appoint and authorize Company on a non-exclusive basis as a referrer, to promote and refer the prospects who may be interested in subscribing to the rootsHCM Platform (“**Prospects**”) to Roots Softwares in Europe Middle East and Africa Region (the “**Territory**”).

(c) **Reseller.** In addition, the Parties may also mutually execute the Addendum as Exhibit A, which will be incorporated into this Agreement as a supplement upon execution by the Parties. Roots Softwares will, subject to the terms and conditions of this Agreement, appoint and authorize Company on a non-exclusive basis in the Territory as a reseller of subscriptions to the rootsHCM Platform (“**Subscription**”). Company may also resell the rootsHCM Platform together with the Company Products sold to an end user as single packages (“**Bundled Solution**”).

1.7 **Services Modifications.** Roots Softwares reserves the right from time to time, without obligation or liability to Company of any kind, to update, modify or change the rootsHCM Platform, the WorkSuite and/or

rootsHCM Materials. Roots Softwares will use reasonable efforts to provide Company with notice of any material changes in accordance with the general notice it provides to its users of such changes.

2. Referrals and Obligations.

2.1. Referring. Subject to the Company's compliance with this Agreement, Company will be eligible to receive a Referral Bonus (as defined below) for a Prospect referred to Roots Softwares for a "**Referral Bonus Percentage**" of upto 15%. Company is not authorized to and shall not negotiate or bind Roots Softwares to any contract terms with any Prospect, but will submit them according to the Lead Intake Process in Section 2.2.

2.2. Lead Intake Process.

(a) Registration. In order for Company to be eligible to receive a Referral Bonus for a Prospect, Company must submit each Prospect through Roots Softwares' Prospect registration process via the WorkSuite or other format (each, a "**Lead Intake**"). Upon receipt of a Lead Intake, Roots Softwares will use reasonable efforts to confirm or reject a Prospect within thirty (30) days. If Roots Softwares confirms a Prospect in writing that Prospect will be a qualified Prospect ("**Qualified Prospect**") for a period of six (6) months from the date of Roots Softwares' written approval. Roots Softwares will use commercially reasonable efforts (but is not obligated) to enter into an agreement with that Qualified Prospect for the subscription to the rootsHCM Platform ("**Customer Agreement**").

(b) Acceptance. Prospects may be accepted or rejected by Roots Softwares in its sole discretion. A non-exhaustive list of reasons why Roots Softwares may not approve a Prospect include (i) if such Prospect is already subscribing to the rootsHCM Platform, (ii) if Roots Softwares has been engaged in discussions with such Prospect within the six (6) months prior to receipt of a Lead Intake from Company for such Prospect, or (iii) if Company submits a Lead Intake more than thirty (30) days after a Prospect contacts Roots Softwares directly (even if such contact occurred because of Company's efforts). A Qualified Prospect will automatically cease to be one at the earlier of (x) six (6) months following receipt thereof by Roots Softwares if no Customer Agreement has been fully executed or (y) such opportunity is closed lost. If, thereafter, Roots Softwares is then engaged in active contract negotiations with such Prospect, Roots Softwares may choose, in its sole discretion, to extend the period of time that such Prospect is a Qualified Prospect, provided that if such negotiation is initiated or re-introduced by another referrer, the Prospect will not be considered a Qualified Prospect of Company and Company is not entitled to any Referral Bonus or compensation.

(c) Roots Softwares reserves the right to modify the eligibility requirements set forth in this Section 2.2 at any time, upon notice to Company.

2.3. Referral Bonus.

(a) For each Customer Agreement executed by Roots Softwares and a Qualified Prospect, Company will be entitled to a one-time compensation ("**Referral Bonus**"). The Referral Bonus will be calculated as the Referral Bonus Percentage multiplied by the Qualified Prospect's first year annual subscription fee that has been paid to Roots Softwares pursuant to a Customer Agreement ("**Subscription Fee**") and will be distributed to Company under one of the following ways:

- Roots Softwares will distribute the Referral Bonus directly to Company in accordance with Section 5.1;
- Roots Softwares will credit the Referral Bonus for Company to a marketing development fund for which Roots Softwares will hold title; or
- Roots Softwares will discount the Referral Bonus to the Customer's first year Subscription Fee.

(b) For clarity, the Subscription Fees will not include the support and professional services purchased by the Qualified Prospect if any.

(c) Roots Softwares' obligation to pay the Company the Referral Bonus will survive for the initial twelve (12) months of the Customer Agreement, and such obligation will survive termination or expiration of this Agreement (except in the case of Roots Softwares' termination for Company's breach, in which case, all

payment obligations shall cease as of the date of termination), provided that Roots Softwares will only pay Referral Bonus based on the Subscription Fee that is actually paid to and collected by Roots Softwares before termination or expiration of this Agreement.

(d) In the event that the Parties choose to credit the Referral Bonus to the marketing development fund, Company should claim its Referral Bonus within twelve (12) months upon the distribution of the Referral Bonus, and such Referral Bonus will be forfeited upon expiration of the twelve-month period.

2.4. Roots Softwares will use the Data for the intended purposes for which the WorkSuite is designed, including reasonably necessary for managing and evaluating the Prospects or Customers, or providing rootHCM's Offerings to the Prospects or Customers. To the extent any Data is shared to Roots Softwares regarding a Prospect, including via the Lead Intake, Roots Softwares may use such Data as it reasonably believes is appropriate for the sole purpose of exploring a possible business opportunity of mutual interest between Roots Softwares and the Prospect. This may include a disclosure of Data to such Prospect, in connection with pursuing customer opportunities, obtaining and negotiating contracts between the Prospect and Roots Softwares, or providing its Offerings to such Prospects.

3. Marketing.

3.1. Cooperation. Each Party agrees to allocate the appropriate resources and undertake actions as are reasonably necessary towards facilitating the success of the teaming alliance between the Parties, including, but not limited to, reviews covering market assessment, business strategies, customer satisfaction issues, and implementation strategies regarding the promotion and marketing of the rootsHCM Platform and Company Products (if applicable).

3.2. Business Plan. The Parties may, by mutual agreement, elect to participate in developing a joint business plan, including defining targets and joint marketing activities. If so elected, the Parties will work in good faith to develop and thereafter, periodically review, such plan by and between their designated personnel.

3.3. Press Releases. Except as otherwise may be provided herein, any news release, public announcement, advertisement, or other publicity released by either Party concerning the relationship under this Agreement ("**Promotional Materials**") shall be subject to the prior written approval of the other Party, which approval shall not be unreasonably withheld or delayed. The approving Party will use its reasonable efforts to approve or deny any Promotional Materials within ten (10) days after receipt of such materials (unless a shorter time is reasonably requested due to extenuating circumstances). Notwithstanding anything to the contrary, subject to Section 5.5 of this Agreement, each Party approves the other Party to use its Marks in the other Party's webpage, electronic and/or written lists, presentations or displays of companies with whom the other Party has similar relationships.

3.4. No Representations. Any warranties for each Party's Offerings and materials shall run directly from the Party to its Prospect and/or Customers. Neither Party shall make any price quotes, representations, guarantee, warranties, other commitments or any terms and conditions of any Customer Agreement about or on behalf of the other Party's Offerings and materials, except as expressly authorized in writing by the other Party. Neither Party will be bound by any term, condition or other provision in any agreement between the other Party and any third Party or in any of the other Party's purchase orders or similar documents.

3.5. Roots Softwares is permitted to disclose that Company is one of its referrers or resellers (as applicable) to any third-party at its sole discretion.

4. Payment.

4.1. Payment Terms. Any Referral Bonus will be paid within thirty (30) days after the end of the month in which Roots Softwares receives the first year's Subscription Fee from the applicable Customer.

4.2. Taxes. Each party is responsible for and will pay any and all applicable taxes, customs, withholding taxes, duties, assessments and other governmental impositions resulting from its own activities under this Agreement. If Roots Softwares has the legal obligation to pay or collect withholding taxes for which Company is responsible under this paragraph, Company shall immediately pay Roots Softwares for such taxes and the

appropriate amount shall be deducted from any amounts due to Company or shall be invoiced to and paid by Company.

4.3. Expenses. Each party will be responsible for the expenses that it incurs in connection with the performance of this Agreement, except as may otherwise be mutually agreed upon by the Parties.

5. **The Ownership; License.**

5.1. rootsHCM Platform. Roots Softwares shall own and retain all right, title, and interest in and to the rootsHCM Platform and all derivatives and features thereto. As applicable and subject to the terms and conditions of this Agreement, Roots Softwares grants to Company a non-exclusive, non-transferable, revocable, non-sublicensable license to a non-production account to access and use the rootsHCM Platform in object code format solely for the purposes of demonstrating, marketing and performing pre-sales activities to a Prospect with respect to the rootsHCM Platform, including demonstrating the use, the features and functions and Connectors. Notwithstanding the foregoing, Company may not process any real data or customer data on the rootsHCM Platform in such account, nor use the rootsHCM Platform for its internal business purposes or to perform any services relating to the rootsHCM Platform for a Prospect, including without limitation any implementation, customization, integration, or development work, unless such Prospect has entered into a Customer Agreement for the subscription to the rootsHCM Platform. Roots Softwares may use non-identifiable and aggregated data and metadata, as well as usage statistics and operational metrics compiled by Roots Softwares in connection with Company's or other User's usage of the rootsHCM Platform for the purposes of implementing, maintaining and improving the rootsHCM Platform and performing its rights or obligations herein.

5.2. Business Content and Verticals Extensions. (a) Roots Softwares will own and retain all right, title, and interest in and to all content and business logic and all derivatives thereto on the rootsHCM Platform, excluding any content created by Company. During the term, Roots Softwares grants to Company a non-exclusive license to make, use, and share content and business logic with other users of the rootsHCM Platform ("Users"). Additional Content can be developed by Roots Softwares, by the Company or by Users, and will not function independently of the rootsHCM Platform. (b) Additional Content created by Company are private by default, which means that Company has access to such Content in its Account. Roots Softwares will not resell or reuse any private content or any private business logic created by Company. (c) Company can decide (at its own discretion) to share the private content with other Users by marking them "public", and Company grants Roots Softwares an irrevocable, perpetual, transferable and sublicensable and worldwide license under any rights Company owns in such business content that are marked public, to view, use, copy, modify and distribute business content. (d) Company agrees that it will not assert any claim or prosecute any action against Roots Softwares or any Users for infringement or misappropriation of any intellectual property rights of the business content created by Company resulting from business content that is developed by Roots Softwares or Users which are similar to or the same as any business content created by Company.

5.3. Company Products. Company shall own and retain all right, title, and interest in and to the Company Products and all derivatives and features thereto, subject to the rights and restrictions granted to Roots Softwares by Company in writing.

5.4. Feedback. With respect to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Company or any other party via Company (if applicable) relating to the rootsHCM Platform, including any features and/or functionality of the rootsHCM Platform, business content (collectively, "**Feedback**"), Company grants to Roots Softwares a non-exclusive, worldwide, perpetual, irrevocable, freely sublicensable and fully transferable license to make, use, sell, reproduce, create derivatives of, display or otherwise practice the Feedback, without the obligation to report on such use and without any other restriction.

5.5. Marks. Subject to the terms and conditions of this Agreement and during the term of this Agreement, each Party hereby grants the other the right to use such Party's trade names, trademarks, service marks or logos (collectively, the "**Marks**") solely in connection with and to the extent necessary for the marketing, distribution and support of the Offerings set forth in this Agreement. Any use of the other Party's Marks by a Party must correctly attribute ownership of such Marks and must be in accordance with applicable law and the other Party's

then-current trademark usage guidelines. If a Party objects to any use of its Marks by the other Party, the other Party shall immediately cease such use and shall obtain consent for any new future use of such Marks. All goodwill arising out of the use of the Marks of a Party by the other Party shall be on behalf of and shall inure to the benefit of the Party owning the Marks. Any specific marketing and/or sales material/presentations for the purpose set forth in this Agreement may include the description of the business relationship between the parties and the other Party's Marks. Upon termination of this Agreement, except expressly stated otherwise in this Agreement, each Party shall promptly remove the other Party's Marks from its websites and from all other future marketing and sales materials and presentations, and otherwise cease all use of the other Party's Marks.

6. Restrictions of Use.

6.1. To the extent that either Party grants to the other Party a license or access rights to its Offerings in this Agreement, the other Party will not, and will not authorize or encourage any third party (including the Prospects or End Users) to, directly or indirectly:

- (a) interfere or attempt to interfere with the proper working or other user's use of the other Party's Offerings;
- (b) use the other Party's Offerings for any fraudulent or unlawful purpose;
- (c) copy, alter, modify, create derivative works of the other Party's Offerings, or otherwise attempt to discover or decompile or reverse engineer (prohibited only to the extent such prohibition is not contrary to applicable statute) the other Party's Offerings, including without limitation any software, source code, object code or user interfaces, look and feel, underlying structure, ideas or algorithms, or documentation related to the other Party's Offerings, unless expressly stated otherwise in this Agreement,
- (d) sell, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the other Party's Offerings, unless expressly stated otherwise in this Agreement (or the Addendum, if applicable);
- (e) remove or otherwise alter any proprietary notices or labels from the other Party's Offerings or any portion thereof;
- (f) bypass any measures the other Party may use to prevent or restrict access to the other Party's Offerings, or scan or test vulnerability the other Party's Offerings or related products and services without the other Party's prior written consent; or
- (g) use the other Party's Offerings in violation of any applicable local, state, national and foreign laws, treaty or regulation, including any export control, sanctions regulations or other laws and regulations of the United States or any other relevant jurisdiction, or a third party's proprietary or contractual rights.

6.2. For the avoidance of doubt, nothing in this Agreement will be construed to limit or preclude either Party from developing, using, marketing, licensing, and/or selling any independently developed product, technology or other materials similar to or compete with the other Party's Offerings, provided that the Party has not done so in breach of this Agreement.

6.3. Company acknowledges and agrees that the rootsHCM Platform operates on, with, or using APIs and/or other services created, operated, supported or provided by third parties ("**Third-Party Products**"). As between the Parties, Company or Customer is, in their respective use of the rootsHCM Platform to integrate with the Third-Party Applications, solely responsible for (i) acquiring the license and rights to use the Third-Party Products, (ii) accepting and complying with the terms and conditions applicable to the Third-Party Products, and (iii) the use of such Third-Party Product and any data loss or other losses it may suffer as a result of using such Third-Party Product. Roots Softwares does not own, control, warrant or support any Third-Party Products, whether or not they are recommended by Roots Softwares or designated by Roots Softwares as preferred, certified or otherwise, and Roots Softwares shall have no liability or indemnification for any claims, losses or damages arising out of or in connection with Company's or Customer's use of any Third-Party Products. If the provider of a Third-Party Products ceases to make the Third-Party Products available for interoperation with the rootsHCM Platform, Roots Softwares may not be able to guarantee the continued availability of such features.

6.4. Roots Softwares reserves the right to immediately suspend Company's access to and use of the rootsHCM Platform and/or WorkSuite in the event that Roots Softwares has reasonably determined that Company is in breach of this Agreement (including a violation of the restrictions set forth in this Sections 6) or are otherwise engaging in any actions that threaten the security, integrity, availability or stability of the rootsHCM Platform or WorkSuite.

7. **Warranties; Disclaimer.**

7.1. Warranties. Each Party represents and warrants to the other that: (a) it has the full corporate right, power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution of this Agreement and the performance of its obligations hereunder does not and will not conflict with or result in a breach (including with the passage of time) of any other agreement to which it is a party; and (c) this Agreement has been duly executed and delivered by such Party and constitutes the valid and binding agreement of such Party, enforceable against such party in accordance with its terms (except as may be limited by public policy or creditors' rights generally).

7.2. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES TO THE OTHER PARTY, EXPRESS, IMPLIED OR STATUTORY, AND HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING OUT OF USAGE OR TRADE, COURSE OF DEALING AND COURSE OF PERFORMANCE.

8. **Indemnifications.**

8.1. Mutual Indemnity. Each Party ("**Indemnifying Party**") will defend and indemnify the other Party, its affiliates, directors and employees (collectively "**Indemnified Party**") against any and all claims made by any third parties and all related losses, liabilities, damages, costs and expenses (including without limitation reasonable attorneys' fees) (together, the "**Claim**") directly resulting from any unaffiliated third party claims that (i) the Indemnifying Party's Offerings as provided under this Agreement violate, misappropriate or infringe the intellectual property rights of such third party; (ii) any breach of Section 6.1 of this Agreement; or (iii) any representations, warranties, guarantees, or other acts or omissions made by or on behalf of the Indemnifying Party relating to the Indemnified Party's Offerings other than as set forth in this Agreement (or the Addendum, as applicable), or have not been approved by the Indemnified Party in writing.

8.2. Company Indemnity. Company will defend and indemnify Roots Softwares, its affiliates, directors and employees against any and all Claims directly resulting from (i) alleging that any Data infringes or misappropriates such third party's intellectual property rights, proprietary rights or any applicable law; (ii) arising from Company's use of the rootsHCM Platform, WorkSuite, rootsHCM Materials in violation of this Agreement, the documentation, or applicable law; (iii) alleging that the business content developed or uploaded by Company infringe or misappropriate such third party intellectual property rights or proprietary rights; or (iv) arising from Company's referring or reselling (if applicable) of the rootsHCM Platform.

8.3. Indemnification Procedures. These indemnification obligations are contingent upon the Indemnified Party: (i) promptly giving the Indemnifying Party written notice of the Claim, provided that the failure to do so does not relieve the Indemnifying Party of its obligations herein except to the extent that Indemnifying Party is prejudiced by such failure to give notice; (ii) giving the Indemnifying Party sole control of the defense and settlement of the claim, except that the Indemnifying Party may not settle any Claim without the Indemnified Party's prior written consent (not to be unreasonably withheld) unless it unconditionally releases the Indemnified Party of all liability; and (iii) giving the Indemnifying Party all reasonable assistance in the defense and settlement of the Claim (at the Indemnifying Party's expense), provided that the Indemnified Party may, at its own expense, retain counsel and participate in the defense or settlement of the Claim.

8.4. Exclusion.

(a) Notwithstanding the foregoing, the Indemnifying Party will have no obligation under Section 8.1(i) to the extent based upon: (i) any use of its Offerings by the Indemnified Party not in accordance with this Agreement or its associated documentation; (ii) any use of its Offerings by the Indemnified Party in combination with other products, hardware, equipment, software, or data (where the Claims arises from or relates to such combination); (iii) combination of its Offerings with other third party applications, products, processes, materials or other technology not provided by the Indemnifying Party (where the claim arises from or relates to such combination); (iv) any portion of its Indemnified that was modified after delivery by the Indemnifying Party; (v) any information, technology, materials or data (or any portions or components of the foregoing) not created or provided by the Indemnifying party.

(b) Roots Softwares' indemnification obligations under Section 8.1(i) will exclude the Data, the business content and Connectors created by Company or any third party (including any Customer), and other data or information provided or processed by Company or any third party (including any Customer).

9. Limitation of Liability.

9.1. TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE.

9.2. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR ANY DAMAGES ARISING OUT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUDULENT ACT, OR THE INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, AND BREACH OF SECTION 10 (CONFIDENTIALITY), UNDER NO CIRCUMSTANCES WILL A PARTY'S TOTAL LIABILITY WILL EXCEED THE GREATER OF (I) THE TOTAL PAYMENT PAID OR PAYABLE BY ROOTS SOFTWARES TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, OR (II) \$10,000 USD; PROVIDED THAT EACH PARTY'S LIABILITY TO THE OTHER PARTY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 8 AND BREACH OF SECTION 10 (CONFIDENTIALITY) WILL NOT EXCEED IN THE AGGREGATE THE GREATER OF (I) THREE TIMES (3X) THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT IN TWELVE MONTHS PRIOR TO THE DATE THAT THE CLAIM FIRST AROSE OR (II) \$300,000 USD.

10. Confidentiality.

10.1. Confidential Information. "**Confidential Information**" means (a) information relating to a Party's (the "**Disclosing Party**") technology or business, including all customer lists and information relating to the Disclosing Party's products, technology, roadmaps and pricing, that is disclosed hereunder to the other party (the "**Receiving Party**"); (b) any information designated in writing, or identified orally at time of disclosure, by the Disclosing Party as "confidential" or "proprietary," or (c) under the circumstances, information a person would reasonably assume to be confidential or proprietary of the Disclosing Party.

10.2. Confidentiality. During the Term of this Agreement, and for a period of two (2) years following termination, the Receiving Party shall maintain the confidentiality of the Confidential Information using at least the same degree of care that it uses to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Neither Party will use or disclose any Confidential Information other than (a) in connection with the activities contemplated by this Agreement or with other purposes for which it was disclosed, and (b) to its employees or agents who need to know the Confidential Information for its performance of this Agreement and such employees or agents are bound by confidentiality obligations substantially similar to these herein. The Receiving Party is responsible for its employees' or agents' breach of these confidential obligations.

10.3. Irreparable Harm. The Receiving Party agrees that a breach of this Section 10 may cause the Disclosing Party irreparable injury, for which monetary damages will not provide adequate compensation and that in addition to any other remedy, the Disclosing Party is entitled to seek injunctive relief or other equitable relief against a breach or threatened breach of this Section 10.

10.4. Exclusion. Confidential Information shall not include any information which (a) becomes part of the public domain through no act or omission of the Receiving Party; (b) is lawfully acquired by the Receiving Party on a non-confidential basis from a third party without any breach of a confidentiality obligation; (c) is disclosed to the Receiving Party by a third party without any obligation of confidentiality; or (d) was independently developed by the Receiving Party without reference to Confidential Information. The disclosure by the Receiving Party of the Confidential Information will not be considered a breach of this Section 10 to the extent that such Confidential Information is required to be disclosed by a competent legal or governmental authority, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement prior to disclosure, assists in obtaining an order to protect the information from public disclosure (if legally permissible) and will only disclose that portion of Confidential Information that is legally required to be disclosed.

11. Term; Termination.

11.1. Term: This Agreement shall have a term of one (1) year from the Effective Date. This Agreement will automatically renew for subsequent one-year terms unless either Party provides the other Party written notice of non-renewal at least thirty (30) days prior to the end of the then-current term, subject to earlier termination as provided below.

11.2. Termination. Either Party may terminate this Agreement: (a) due to the other Party's material breach of this Agreement if that breach is not cured within the 30 day notice period following receipt of such notice; or (b) immediately upon written notice, upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings that are not dismissed within 60 days of the date of filing, upon the other Party's making an assignment for the benefit of creditors, or upon the other Party's dissolution or ceasing to do business. In addition, Roots Softwares may terminate this Agreement (x) upon written notice to Company if within six (6) months of Roots Softwares' termination notice, there is no activity in Company's account, or no Prospect is referred by Company, or (y) for convenience, upon 30 days' prior written notice, with or without any cause.

11.3. Effect of Termination. Upon any termination or expiration of this Agreement, (a) except in cases of termination by Roots Softwares, all monies due Company for Customer Agreement entered into with Prospects (that were approved as Qualified Prospects prior to the date of termination or expiration of this Agreement) will immediately become due and payable as specified herein; (b) both Parties shall immediately cease all promotion of the other Party's Offerings and any use of the other Party's Materials; and (c) for clarity, Roots Softwares may market, sell or provide the Roots Softwares Platform to any third party, without obligation to pay Company any Referral Bonus. Termination of this Agreement will result in the termination of all ongoing Exhibits.

11.4. Survival. Notwithstanding any termination or expiration of this Agreement, the following Sections shall survive and remain in effect: Section 5, 6, 7.2, 8, 9, 10, 11, 13, 14 and 15.

12. Security; Privacy.

12.1. Each Party will maintain data security protections in accordance with industry standards, including appropriate technical and organizational measures to ensure the security, privacy and confidentiality of its own Offerings and data within its Offerings that are designed to comply with the Agreement, then-current industry-standard, and applicable law.

12.2. Company will be responsible for maintaining the security of its account for their use of the rootsHCM Platform and the WorkSuite, including creating and maintaining unique access credentials such as administrative, user passwords or other procedures in connection with its account ("**Access Credentials**") for verifying that only designated employees of Company have access to the rootsHCM Platform or WorkSuite with

such Access Credential, and will keep such Access Credentials secret and confidential. Company will be responsible for the activities that occur using the Company's Access Credentials.

12.3. Company acknowledges and agrees that the Personal Data submitted or collected in connection with the use of rootsHCM Platform and Partner Portal may be subject to the Privacy Policy found at <https://www.rootsoftwares.com/privacy>.

13. Choice of Law and Jurisdiction; Arbitration.

13.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the provisions of the conflict of laws thereof. The courts having exclusive jurisdiction are in Delaware, subject to Section 13.2 of this Agreement. Notwithstanding the foregoing, each Party shall have the right to pursue injunctive or other equitable relief at any time from a court of competent jurisdiction in accordance with Section 10.3 of this Agreement.

13.2. Should a dispute arise out of or relating to this Agreement, the parties shall engage in good faith, informal dispute resolution for a period of thirty (30) days to resolve the dispute.

14. Anti-Corruption. Each Party will comply with the U.S. Foreign Corrupt Practices Act and similar applicable anti-corruption and anti-bribery laws, rules and regulations (together, "**Anti-Corruption Laws**"), and shall notify the other Party as soon as possible of any non-compliance of Anti-Corruption Laws in its performance of this Agreement. Each Party shall not (i) use any payment or other benefit derived from the other Party, or this Agreement, or from any Prospect, Customer, or End User, to offer, promise or pay any money, gift or any other thing of value to any person for the purpose of influencing official actions or decisions affecting this Agreement, or (ii) act on behalf of the other or have interactions with Foreign Officials or Foreign Public Officials on the other Party's behalf as its agent, representative, or otherwise.

15. Miscellaneous

15.1. Notices. Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given (i) on the day of service if served personally, (ii) upon receipt with proof of delivery if sent via overnight delivery service and addressed to the respective Parties at the addresses set forth below, or (iii) when receipt is electronically confirmed if transmitted by e-mail.

15.2. Assignment. Neither Party may assign, without the prior written consent of the other, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part; provided that this Agreement may be assigned by either Party without such consent to any successor or acquirer whether by purchase of all or substantially all of the assigning Party's assets or business, so long as the assigning Party gives the other Party prior written notice of such assignment and the successor shall assume all obligations in this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Any purported assignment in violation of the foregoing shall be void and without effect.

15.3. Severability. Any provision of this Agreement that is determined to be unenforceable or unlawful shall not affect the remainder of the Agreement and shall be severable therefrom, and the unenforceable or unlawful provision shall be limited or eliminated to the minimum extent necessary to that this Agreement shall otherwise remain in full force and effect and enforceable.

15.4. Entire Agreement. This Agreement (together with all attachments and exhibits hereto) constitutes the entire agreement between the Parties and supersedes any and all prior agreements between them, whether written or oral, with respect to the subject matter hereof. This Agreement may not be amended, modified or provision hereof waived, except in a writing signed by the Parties hereto. No waiver by either Party, whether express or implied, of any provision of this Agreement, or of any breach thereof, shall constitute a continuing waiver of such provision or a breach or waiver of any other provision of this Agreement.

15.5. Independent Contractors. The Parties are independent contractors and not agents, partners, joint

ventures or otherwise affiliated and neither has any right or authority to bind the other in any way. Accordingly, neither party shall commit the other to any contract or obligation or negotiate any terms thereof. The terms “partner” as used in this Agreement, WorkSuite or related documents, is used in its common, marketing sense and does not imply a partnership in any legal sense of the term.

15.6. Counterparts. This Agreement may be executed in counterparts, by fax or other electronic means or by electronic signature service.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Company:

Roots Softwares, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address:

Address:

Exhibit A - Resale Addendum

This Resale Addendum (“Addendum”) governs the Company’s rights and obligations with respect to the resale of the rootsHCM Platform on a non-exclusive basis. This Addendum is made and entered into as of the last date of signature below and is hereby deemed incorporated into the Agreement upon the Effective Date of the Agreement. Any terms not defined in this Addendum shall have the meaning set forth in the Agreement. In the event of a conflict between this Addendum and the Agreement, the terms and conditions of this Addendum shall control for the subject matter herein.

1. Resale.

1.1 Reseller.

(a) Subject to the terms and conditions of the Agreement and this Addendum, Roots Softwares appoints and authorizes Company on a non-exclusive basis as a reseller of the Subscription and related support services to the Roots Softwares Platform, (i) to market and promote Subscriptions of the Roots Softwares Platform to Company’s customers or potential customers with their headquarters located in Territory (the “End Users”) and (ii) to support those End Users in connection with their Subscription to the Roots Softwares Platform. In addition to the same license set forth in Section 6.1 of the Agreement, Company may use the rootsHCM Platform under the same terms and conditions for an additional purpose of providing training and support to End Users or potential End Users.

(b) Company may either, subject to the terms and conditions in the Agreement and the applicable Order Form, (i) resell the Subscription of the rootsHCM Platform as a standalone product to the End Users; (ii) resell the Subscription of the rootsHCM Platform in connection with Company Products together as a single package sold to the End Users (“Bundled Solution”). For the purpose of this Addendum, the “Company Products” means Company’s hosted products, computer hardware, software, platform or service that is interoperated with the rootsHCM Platform as part of the Bundled Solution. The rootsHCM Platform and Company Products must respectively add significant value to each other.

1.2 Resale Process.

Company will submit all proposed End Users together with an order form including each End User’s Subscription plan (each, an “Order Form”) to Roots Softwares through the Lead Intake or an assigned Roots Softwares sales personell. Company will not be authorized to resell to an End User unless Roots Softwares has accepted in writing an Order Form for such End User’s Subscription. The Parties agree to follow the process below:

(a) Company will contract with each End Users with a written agreement or purchase order (each an “Company Agreement”) in order to purchase the Subscription on behalf of the End User. The Company Agreement is solely between Company and End User.

(b) Company shall incorporate the URL to Roots Softwares’ end-user licensing agreement (available at <https://www.rootsoftwares.com/EU-Agreement>, the “rootsHCM EUA”) into the Company Agreement. Company acknowledges and agrees, and will ensure the End User acknowledge and agree that (i) End User’s use of the rootsHCM Platform and its Subscription shall only be governed by the terms and conditions of the rootsHCM EUA and the applicable Order Form accepted by Roots Softwares in writing, notwithstanding anything to the contrary in the Company Agreement; and (ii) Company may only resell the Subscriptions that have a fixed term of at least one (1) year. Roots Softwares reserves the right to modify the rootsHCM EUA from time to time by updating the form at the above URL. Company shall

make the rootsHCM Platform available only in jurisdictions where the terms and form of the rootsHCM EUA are enforceable.

- (c) Company will submit a purchasing proposal of Subscription for each End User, and Roots Softwares will issue a written Order Form to Company for both the Subscription plan and support package ordered by Company (if any), together with the contact, location, and Subscription details for the End User. If Company (and End User) agrees to the Order Form, Company will execute the Order Form with Roots Softwares, and incorporate the Subscription plan and support package in the Order Form, together with rootsHCM EUA by reference, into its own Company Agreement with each End User.

1.3 Company will also be entitled to one Development Enterprise workspace and all business content solely for the use by its personnel to get trained on the rootsHCM Platform. This Development license is subject to Section 6 of the Agreement, and cannot be used for any Prospects, End User, or the productive use for any of Company's internal business operations. Additional workspaces can be purchased by Company at the appropriate tier's discounted price (as laid out in the Partner Program guide).

1.4 Transfer. In the event that Company is not able to close a potential End User by itself, including the potential End User has requested any modifications to rootsHCM EUA or any Roots Softwares personnel has involved in the negotiation with the potential End User, Roots Softwares may, at its sole discretion, either (a) transfer the End User from a resale opportunity to a referral opportunity, and pay Company the applicable Referral Bonus in accordance with the Agreement without the further obligations to apply any discount to Company as set forth in this Addendum; or (b) charge Company the reasonable professional services fees.

2. Support Levels.

2.1 Company Support. For the resale of the Subscription, Company will be responsible for (a) onboarding End Users for their use of the rootsHCM Platform; (b) providing Level 1 Support to End Users; and (c) offboarding End Users in accordance with Roots Softwares' privacy, security and termination policies in the Roots Softwares EUA, applicable Order Form and other documentation provided or made available to Company. For purposes of this Addendum, "Level 1 Support" means telephone, email, chat or service requests through ticketing system provided by Company in response to an inquiry placed by an End User regarding product operation generally or to troubleshoot and resolve all issues requiring technical support with respect to the Roots Softwares Platform (each, an "Issue"). Company will reproduce the Issue, characterize and analyze it, debug it and use commercially reasonable efforts to resolve it.

2.2 Roots Softwares Support. In the event Company is not able to address the Issue, Company will open a ticket on the Roots Softwares support portal (available at <https://support.rootshcm.com>) and provide Roots Softwares with the details summarizing Company's analysis of the Issue including: (i) efforts taken to debug and/or resolve the Issue; (ii) the steps to reproduce the Issue, screenshots of the Issue; and (iii) the End User's Roots Softwares product account information and Subscription plan. Upon receipt of the support ticket, Roots Softwares will provide Company with Level 2 Support and if necessary, Level 3 Support as defined and in accordance with the support SLAs associated with the End User's Subscription plan. For purposes of this Addendum, "Level 2 Support" means technical support provided directly by Roots Softwares to Company by Roots Softwares Support Team after Company is unable to resolve an Issue by providing Level 1 Support. "Level 3 Support" means technical support provided directly by Roots Softwares to Company by Roots Softwares Customer Success Engineers after Roots Softwares is unable to resolve an Issue by providing Level 2 Support.

2.3 The rootsHCM Platform will be available to End Users and function in accordance with End Users' Subscription plan in all applicable and material respects. Notwithstanding the foregoing, such commitment does not apply to: (i) scheduled maintenance typically performed during the hours of 10pm to 6am PT, beginning Friday evening, and typically lasting no more than two hours, with seven (7) days prior notice to Company and End Users via email; (ii) emergency or unscheduled maintenance of up to 120 minutes per calendar month, with reasonable advance notice, when possible; (iii) events of force majeure which are outside of Roots Softwares' reasonable control after taking reasonable precautions consistent with industry standards; (iv) any upgrades required by the occurrence of any events outside of Roots Softwares' control; and (v) interruptions in third party networks that prevent internet users from accessing the rootsHCM Platform, interruptions in utility service, acts outside of Roots Softwares' reasonable control, and Company's or End Users' lack of availability to respond to incidents that require their participation.

2.4 Notwithstanding anything to the contrary, in addition to any other remedy available, Roots Softwares may restrict or suspend Company's access to the rootsHCM Platform if any Fees is not made by Company when due. Without limiting any of Roots Softwares' other remedies, if Company is in material breach of this Agreement with respect to any Order Form or End User (including a failure to pay the applicable Fees), Roots Softwares may at its discretion cease providing the End User(s) with access to the rootsHCM Platform and/or terminate the rootsHCM EUA with any End User(s) without incurring any liability to Company or such End User. The other suspensions of the End Users' access to the rootsHCM Platform will be set forth in the rootsHCM EUA.

3. Cooperation. Company will cooperate with Roots Softwares by making available its personnel and information and taking such other actions as Roots Softwares may reasonably request. Company will also designate an employee who will be responsible for all matters relating to this Addendum ("Primary Contact") and may change such Primary Contact by providing a written notice to Roots Softwares. Company will provide a summary of End Users' onboarding status, go-live status and health check on a quarterly basis, including the retention and expansion plans for End Users, support Issues, and other related details reasonably requested by Roots Softwares.

4. Payment of Fees and Discounts.

4.1 Company will pay Roots Softwares an up-front, annual fee for the Subscription to the rootsHCM Platform (the "Fee") for each End User that is granted a Subscription license account (unless mutually agreed otherwise by means of a special promotion or special agreed terms) for the rootsHCM Platform as sold by Company. Company will purchase each Subscription for End User at the Fee set forth in Roots Softwares' then-current price list for the rootsHCM Platform.

For each Company-sourced Opportunity, Company will be entitled to deduct and retain the applicable Discount rate for each Subscription sold by Company as set forth in the table below:

Tier	Net New ARR	Net New Customers	rootsHCM Specialists	Discount
Silver	\$50,000	3	1	15%
Gold	\$100,000	7	3	20%
Platinum	\$400,000	20	5	30%

- For each Roots Softwares-sourced Opportunities passed through the Company as a contract vehicle, Company will be entitled to deduct and retain a 5% Discount for the first year Net New ARR and

any renewals for each Subscription sold by Company. For clarity, the conditions set forth in the table above do not apply to the contract vehicle herein.

For the purpose of this Addendum, “Roots Softwares-sourced Opportunities” means the End Users are introduced to Company directly by Roots Softwares or its personnel, or indirectly via Roots Softwares’ other partners or agents; “Company-sourced Opportunities” means the End Users are introduced to Company without Roots Softwares’ participation, or approached by Company that are not Roots Softwares -sourced Opportunities.

4.2 The applicable Tiers above sets forth the minimum (i) either one of the Net New ARR or the Net New Annual Opportunities that Company must generate in each twelve-month period beginning Effective Date, and (ii) the minimum number of rootsHCM Certified Specialists that Company must have employed, which Company must meet in order to be accepted into a particular Tier and be applied the applicable Discount. Notwithstanding anything to the contrary in this Agreement, calculations of Net New ARR are subject to Roots Softwares’ final determination and sole discretion. The “Net New ARR” is the net new annual recurring revenue in the form of first year’s Subscription Fees actually received by Roots Softwares through Company for End User’s Subscriptions to rootsHCM Platform, excluding any Fee for Roots Softwares supports and professional services. A “rootsHCM Certified Specialist” is an employee of Company who has been certified by Roots Softwares as eligible to onboard, implement, offboard and provide Level 1 Support on the rootsHCM Platform to End Users. The rootsHCM Certified Specialists must maintain their up-to-date certifications via the learning or educational program provided by Roots Softwares.

4.3 Payment Terms. Company will pay Roots Softwares the applicable Fees within Net thirty (30) days from Or Company’s receipt of invoice from Roots Softwares. If not otherwise specified, Roots Softwares may invoice Company upon the execution of each Order Form. All Fees will be made in US dollars by electronic transfer to Roots Softwares’ designated bank account.

4.4 Late Payment. Any unpaid Fees are subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys’ fees. Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any. Company agrees to pay such taxes (excluding taxes based on Roots Softwares’ net income) unless Company has provided Roots Softwares with a valid exemption certificate. In the case of any withholding requirements, Company will pay any required withholding itself and will not reduce the amount paid to Roots Softwares on account thereof.

5. Terms; Termination.

5.1 Term. This Addendum shall be co-termed with the Agreement and shall automatically renew for successive one (1) year periods in accordance with Section 12.1 of the Agreement, unless either party provides the other party written notice of non-renewal of this Addendum and/or the Agreement at least thirty (30) days prior to the end of then-current period, subject to earlier termination of this Addendum as provided below.

5.2 Termination. Either Party may terminate this Addendum or this Addendum together with the Agreement: (a) due to the other Party’s material breach of this Agreement if that breach is not cured within the thirty (30) day notice period following receipt of such notice; or (b) immediately upon written notice, upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings that are not dismissed within 60 days of the date of filing, upon the other Party's making an

assignment for the benefit of creditors, or upon the other Party's dissolution or ceasing to do business. In addition, Roots Softwares may terminate this Agreement upon written notice to Company if (x) within six (6) months of Roots Softwares' termination notice, there is no activity in Company's account, or no End User's Subscription is resold by Company, or (y) for convenience, upon 30 days' prior written notice, with or without any cause.

5.3 Effect of Termination. Upon any termination or expiration of this Agreement, (a) all Fees in this Addendum will immediately become due and payable as specified herein; (b) all sections of this Addendum which by their nature must survive termination to fulfil its essential purpose will survive termination; and (c) in the event that the terminating Party only terminates this Addendum without together terminating the Agreement, the termination of this Addendum will not result in the termination or modification of the Agreement.

5.4 Upon any termination or expiration of a Company Agreement, the Agreement or this Addendum, Roots Softwares will have the right (but not the obligation) to offer to provide the Roots Softwares Platform directly to that End User and to enter into a direct agreement with the End User for the rootsHCM Platform, without any additional payment or obligation to Company. Upon any termination or expiration of the Agreement and this Addendum, all Subscription resold by Company prior to the termination or expiration will be converted to a direct Subscription between Roots Softwares and End Users, and Roots Softwares will continuously provide the Subscription in accordance with the applicable Order Form.

6. U.S. Government Matters.

Notwithstanding anything else, Company may not knowingly provide to any person or export or re-export or allow the export or re-export of the rootsHCM Platform or any software or anything related thereto or any direct product thereof (collectively "Controlled Subject Matter"), 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. Without limiting the foregoing Company acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Use of the rootsHCM Platform is representation and warranty that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, any software or documentation provided by Roots Softwares are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

7. Miscellaneous. Roots Softwares will not be liable for any loss resulting from a cause over which it does not have direct control. Company agrees to participate in press announcements, case studies, trade shows, or other forms reasonably requested by Roots Softwares. Any provision of this Addendum that is determined to be unenforceable or unlawful shall not affect the remainder of the Addendum and shall be severable therefrom, and the unenforceable or unlawful provision shall be limited or eliminated to the

minimum extent necessary to that this Addendum shall otherwise remain in full force and effect and enforceable. This Addendum may not be amended, modified or provision hereof waived, except in a writing signed by the Parties hereto. No waiver by either Party, whether express or implied, of any provision of this Addendum, or of any breach thereof, shall constitute a continuing waiver of such provision or a breach or waiver of any other provision of this Addendum. This Addendum may be executed in counterparts, by fax or other electronic means or by electronic signature service.

IN WITNESS WHEREOF,

the parties have executed this Addendum as of the Effective Date.

Company:

Roots Softwares Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____