

MASTER LICENSE & SERVICES AGREEMENT

This Master License and Services Agreement (“**Agreement**”) is entered into by and between Maverick Training Corporation, dba Maverick Solutions (hereinafter referred to as “Maverick,” “Company,” “We,” or “Us”), and the legal entity executing an Order Form or Statement of Work (each, an “Ordering Document” or “Order”) that references this Agreement (hereinafter referred to as “Client,” “You,” or collectively with Maverick, the “Parties” and individually a “Party”). This Agreement governs Client’s access to and use of the services provided by Maverick Solutions.

By executing an Ordering Document that references this Agreement, Client agrees to the terms of this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms “Client,” “You,” or “Your” shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and shall not be permitted to use the services.

WHEREAS, Client desires to procure from Maverick, and Maverick desires to provide to Client, the cloud training and/or related services described in this Agreement, and in any Order entered into by the Parties from time to time under this Agreement, on the terms and conditions specified herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties hereby agree as follows:

1. Term. This Agreement commences on the Effective Date of an Order and ends on the date of the expiration or termination of any such Order(s).
2. Scope of Agreement.
 - 2.1. During the Term of this Agreement, Maverick shall perform the services set forth on an Order, signed by authorized representatives of Maverick and Client (the “**Services**”).
 - 2.2. Client’s employees, consultants, contractors, and agents (a) who are authorized by Client to access and use the Services under the rights granted to Client pursuant to this Agreement; and (b) for whom access to the Services has been purchased hereunder (“**Authorized Users**”), shall be subject to and shall comply with the terms of the Maverick End User License Agreement (“**EULA**”) available at <http://www.mavericksolutions.com/legal>. FAILURE BY CLIENT OR ITS AUTHORIZED USERS TO COMPLY WITH THE TERMS OF THE EULA SHALL BE CONSIDERED A MATERIAL BREACH OF THIS AGREEMENT.
 - 2.3. In the event of a conflict of terms between an Order, the EULA, and this Agreement, the following is the order of precedence to determine which term(s) supersedes: (1) the Order; (2) this Agreement; and (3) the EULA.
3. Performance of Services.

- 3.1. Maverick shall perform the Services (a) with the degree of diligence, skill, and care customary in its industry for similar services; (b) using appropriately qualified, competent personnel; (c) in accordance with the specifications set forth in the applicable Order, if any; and (d) in accordance with the Service Level Agreement available at <http://www.mavericksolutions.com/legal>.
- 3.2. Maverick shall not be liable for its failure to perform the Services resulting from Client's, or anyone on Client's behalf's, use of the Service in violation of or in a manner not authorized in this Agreement, relevant EULA, or relevant Order.
- 3.3. If Maverick's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants, or employees, including but not limited to failure to perform, or cause to be performed, Client Responsibilities, Maverick shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.
4. Client Responsibilities.
 - 4.1. In connection with Maverick's provision of the Services, Client shall perform the tasks and meet the expectations specified in the applicable Order (the "**Client Responsibilities**"). An Order may also contain assumptions related to the Services. Client understands that Maverick's performance is dependent on Client's timely and effective performance of the Client Responsibilities, timely decisions and approvals by Client, and the accuracy of any assumptions.
 - 4.2. Prior to entering into an Order governed by this Agreement, Client is solely responsible for determining whether the Services meet Client's technical, business, or regulatory requirements. Maverick will cooperate with Client's efforts to determine whether use of the Services is consistent with those requirements. Client remains solely responsible for Client's regulatory compliance in connection with Client's use of the Services.
5. Pricing & Payment.
 - 5.1. Fees. The fees for Services are set forth in the applicable Order.
 - 5.2. Expenses. Client shall reimburse Maverick for all reasonable pre-approved travel, or other expenses ("**Expenses**") incurred in connection with performance of the Services as set forth in the Order.
 - 5.3. Taxes. In addition to the amounts payable by Client under the applicable Order, Client shall pay all applicable transaction taxes, including but not limited to sales and use taxes, value added taxes, and other transactional charges such as duties, customs, tariffs, imposts, and government-imposed surcharges.
 - 5.4. Invoicing. Maverick will submit invoices for fees and Expenses to Client as specified in the Order.
 - 5.5. Payment. Client shall pay all undisputed amounts (any dispute must be reasonable and made in good faith) within thirty (30) days of the date of invoice, or as specified in the Order ("**Invoice Due Date**"). Except as expressly set forth in this Agreement or in an

applicable Order, all Orders are non-cancelable, all payment obligations are non-cancelable, and all amounts paid are non-refundable.

- 5.6. Late Payment. Should Client not pay Maverick by the Invoice Due Date, Maverick may charge interest at the rate of 1.5% per thirty (30) days on the total amount of the past due invoice and/or suspend Services until payment is received. Notwithstanding any provision to the contrary in this Agreement or applicable Order, invoices submitted to Client for interest charged on late payments shall be due upon receipt.
6. Acceptance. Unless the Order contains specific acceptance provisions, all work product provided to the Client for approval shall be deemed accepted if, within five (5) business days after delivery, Client has not provided to Maverick written notice identifying specifically any basis for not approving the work product. Maverick shall be entitled to rely on all decisions and approvals of the Client in connection with the Services.
7. Confidential Information; Data Privacy and Security.
 - 7.1 Confidential Information.
 - 7.1.1 During the Term and for a period of three (3) years thereafter, each Party shall keep confidential and not disclose any Confidential Information (as defined below) it receives from the other Party. Each Party shall limit access to such Confidential Information only to those of its employees, agents, and subcontractors who need to have access to such information for the purposes of this Agreement and are under an obligation to keep confidential and not to disclose any such Confidential Information. “**Confidential Information**” means any information supplied in any form, including orally, by one Party to the other, or at the direction of a Party, that is:
 - (a) clearly identified as confidential at the time of its disclosure by an appropriate legend indicating that the information is deemed proprietary; or
 - (b) should reasonably be understood by the receiving Party, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential, regardless of whether such information is marked “Confidential” or “Proprietary”; and
 - (c) any copies, excerpts, summaries, analyses, notes or other documents generated by the receiving Party that incorporate any of the foregoing.
 - 7.1.2 Confidential Information does not include information that is:
 - (a) previously known to a Party without obligation of confidence; or
 - (b) independently developed by or for a Party; or
 - (c) acquired by the Party from a third party which is not, to the Party’s knowledge, under an obligation of confidence with respect to such information; or
 - (d) which is or becomes publicly available through no breach of this Agreement.

7.1.3 If the receiving Party or any of its representatives are requested pursuant to, or required by, applicable law or regulation or by legal or administrative process (including by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, then (to the extent permitted by applicable law) the receiving Party shall provide the disclosing Party with reasonably prompt written notice of such request or requirement, so that the disclosing Party, at its sole cost and expense, may seek an appropriate protective order or other remedy or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or the disclosing Party waives compliance, in whole or in part, with the terms of this Agreement, Receiving Party or its Representatives, as the case may be, shall be free to disclose that portion of the Confidential Information that is legally required to be disclosed.

7.2 Data Privacy and Security.

7.2.1 Maverick shall employ physical, administrative, and technical controls, screening, and security procedures designed to protect against any unauthorized access to, use of, or distribution of any Client data, which may include Personal Data.

7.2.2 As used herein, “**Personal Data**” shall mean information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with an identifiable individual.

7.2.3 To the extent that Maverick collects or processes any such Personal Data, Maverick shall not use such Personal Data for any purposes other than as necessary for the performance of its obligations under this Agreement.

7.2.4 Each Party shall comply with applicable privacy and data protection laws in connection with processing of Client data, including Personal Data included therein. To the extent Client data includes Personal Data governed by the European General Data Protection Regulation (“**GDPR**”) or UK General Data Protection Regulation, the Parties also agree to process Personal Data in accordance with the terms of the Data Processing Agreement (“**DPA**”) available at <http://www.mavericksolutions.com/legal>. Where no privacy and/or data protection laws govern this agreement, each party shall comply with the DPA and Section 8 of the DPA shall be replaced with the following: “Client hereby authorizes Maverick to use Sub-Processors. Maverick may continue to use those Sub-Processors already engaged by Maverick as of the effective date of this DPA (see Appendix 3). Maverick will notify Client of any planned additions to or replacements of the Sub-Processors.”

7.2.5 Client shall provide any required notices or disclosures, obtain any legally required consents or authorizations, or take any other required actions as necessary to permit the lawful transfer of Personal Data to or access, use, disclosure, or other processing of Personal Data by Maverick, as required for Maverick to perform its obligations under this Agreement and any Order entered into under this Agreement.

8. Intellectual Property.

- 8.1. Ownership of Pre-Existing Materials. Each Party will retain all rights in: (i) any proprietary information or intellectual property owned or licensed by such Party as of the date of this agreement; and (ii) any proprietary information or intellectual property created after the Effective Date and independent of the rights and obligations of this Agreement, including all improvements thereto (each Party's "**Pre-Existing Materials**"). Neither Party has any rights in the other Party's Pre-Existing Materials except as provided in this Section 8 or an Order.
- 8.2. License to Use Client Pre-Existing Materials. Client hereby grants to Maverick a non-exclusive, non-transferable, royalty-free license to use any Client Pre-Existing Materials provided to Maverick to the extent necessary to perform the Services. Client represents and warrants to Maverick that Client has the authority to: (a) provide any Client Pre-Existing Materials provided by it to Maverick; and (b) authorize Maverick to use such Client Pre-Existing Materials as contemplated by this Agreement. This license shall terminate automatically upon termination or expiration of this Agreement, or, if earlier, when the relevant materials cease to be required to fulfill Maverick's obligations under this Agreement or any Order(s) hereunder.
- 8.3. License to Use Maverick Content.
- 8.3.1. Unless otherwise set forth in an Order, Maverick hereby grants to Client a limited, non-exclusive, non-sublicensable, non-transferable right to use any training, educational, or other content provided by Maverick related to the Services specified in one or more Order(s) ("**Maverick Content**") as necessary for Client to obtain the full benefit of the Services as reasonably intended by the Parties. For clarity, Maverick Content may only be used by Client's Authorized Users for Client's internal business purposes.
- 8.3.2. None of Client, its subsidiaries and affiliates or their employees, officers, agents, etc., nor Authorized Users, may, unless otherwise permitted by Maverick, copy, sell, lease, license, sublicense, distribute, publish, give, lend, transfer, or otherwise disclose, modify, translate, reverse engineer, or create derivative works from Maverick Content.
- 8.3.3. If an Order provides for Maverick Content to be used by Client via a subscription, then Client may use the Maverick Content only during such subscription period.
- 8.4. Rights in Client Materials. If an Order provides for Maverick to originally develop any customized deliverables (other than updates to or standard modifications of Maverick Content) ("**Client Materials**") then, upon final payment required by the Order, Client shall own all title and right to the Client Materials. After expiration or termination of this Agreement or applicable Order, Client may, upon written request and at their own expense, retain copies of Client Materials in a format approved by Maverick in writing.
- 8.5. Remedies. Client acknowledges that remedies at law may be inadequate to protect Maverick against any breach of this Section 8. In the event of any breach of this Section 8, Maverick will be entitled to equitable relief, including the granting of an injunction and specific performance, without proof of actual damages, in addition to all other

remedies available to Maverick at law or in equity. Client further acknowledges that a breach by Client of the obligation under this Section 8 will be deemed a material breach of this Agreement and Maverick will have the right to terminate this Agreement and any Order(s) hereunder under Section 11.2. If there is any breach of this Section 8, Maverick may, in addition to any of its other available remedies, demand Client return all Maverick Content (and copies or versions thereof) in Client's possession, at Client's expense, and without any refund.

8.6. Suggestions. Any feedback, comments, ideas, improvements, or suggestions (collectively, "**Suggestions**") provided by Client to Maverick with respect to the Application shall remain the sole and exclusive property of Maverick. Maverick shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to Client.

9. Indemnity.

9.1. Subject to the limitations in Section 9.2, Maverick shall indemnify, defend, and hold harmless Client against any claim that the Services infringe the intellectual property rights of any third party ("**Claim of Infringement**"). To qualify for such defense and payment (i) Client must notify Maverick of the claim, in writing and within three (3) business days of receiving notice of the claim; (ii) Maverick shall have sole control of the settlement or defense of any action to which this indemnity relates; and (iii) Client must cooperate with Maverick in every reasonable way to facilitate such defense or settlement.

9.2. Maverick will have no obligation to indemnify, defend or hold harmless Client (or procure, modify or replace the Services as set forth in Section 9.3 below), to the extent the Claim of Infringement relates to any of the following:

- (a) material changes or modifications made by or on behalf of Client to the Services or other materials provided by or on behalf of Maverick without the prior written consent of Maverick; or
- (b) the inclusion or incorporation of any material provided by or on behalf of Client into the Services or other materials provided by or on behalf of Maverick; or
- (c) Client's failure to use the Services materially in accordance with this Agreement, the EULA, or any Order hereunder.

9.3. If the Services become or, in the sole opinion of Maverick, are likely to become the subject of a Claim of Infringement, Maverick shall procure for Client the right to continue using the program or modify or replace it to make it non-infringing. If none of the foregoing alternatives is reasonably available to Maverick, then Maverick may terminate the Agreement and any and all affected Order(s) hereunder.

9.4. Client shall indemnify and hold harmless Maverick, along with its officers, directors, employees, and agents, against all claims, liabilities, losses, costs, and all other legal and non-legal expenses, including, without limitation, reasonable attorney's fees and costs and insurance deductibles arising from a third-party claim, directly or indirectly from (i) Client's breach of any material provision of this Agreement, or (ii) the negligent,

grossly negligent, or intentional act or omission of Client or any of its directors, officers, employees, or agents during the performance of its obligations under this Agreement, (iii) Client's use of the Services, Client Materials, or software, (iv) any alterations or modifications to the Client Materials or software not approved in writing by Maverick and (v) Client Materials or Client Pre-existing Materials hosted by Maverick or hyperlinks in the Services to Client Materials or Client Pre-Existing Materials.

10. Limitation of Liability. EXCEPT FOR MAVERICK'S INDEMNIFICATION OBLIGATION IN SECTION 9.1 AND 9.4, AND EITHER PARTY'S OBLIGATIONS UNDER CONFIDENTIALITY IN SECTION 7 AND INTELLECTUAL PROPERTY IN SECTION 8, A PARTY'S MAXIMUM LIABILITY IN CONTRACT, TORT OR OTHERWISE UNDER THIS AGREEMENT OR ANY ORDER HEREUNDER SHALL NOT EXCEED THE AMOUNT OF THE TOTAL FEES PAID OR DUE TO MAVERICK BY CLIENT UNDER THE APPLICABLE ORDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL A PARTY BE LIABLE, WHATEVER THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOSS OF USE, OR ANY CLAIM OR DEMAND AGAINST THE OTHER PARTY OR BY ANY OTHER PARTY. UNLESS OTHERWISE DETERMINED BY A CLAUSE HEREIN, THIS SECTION 10 STATES THE PARTIES' SOLE REMEDY FOR DAMAGES UNDER THIS AGREEMENT.

11. Termination.

- 11.1. Either Party may terminate this Agreement at any time there is no Order in effect by giving thirty (30) days' written notice to the other Party.
- 11.2. Either Party may terminate this Agreement if the other Party commits a material breach of its obligations under this Agreement and fails to remedy or take commercially reasonable steps to remedy such material breach within thirty (30) days after receiving written notice of the breach from the other Party. Upon termination of the Agreement under this Section 11.2, any Order entered into under this Agreement shall also terminate.
- 11.3. Either Party may terminate an Order (a) if the other Party commits a material breach of its obligations under such Order or this Agreement and fails to remedy or take commercially reasonable steps to remedy such breach within thirty (30) days after receiving written notice of the breach from the other Party or (b) under such other terms as such Order provides.
- 11.4. Retention and Destruction of Confidential Information.
- 11.4.1. Upon expiration or termination of this Agreement or the applicable Order, (a) Client shall cease all use of Maverick Content; and (b) each Party shall cease all use of the other Party's Pre-Existing Materials, Confidential Information, and Personal Data.
- 11.4.2. Unless Maverick receives a request from Client, in writing and (a) at the time Client provides notice to terminate this Agreement or (b) within five (5) businesses days following Maverick providing notice to terminate this Agreement or (c) no later than five (5) business days prior to the expiration of this Agreement, to retain or return Client Confidential Information, all Client

Confidential Information and Personal Data held by Maverick shall be deleted or destroyed within five (5) business days following the expiration or termination of this Agreement, provided such Confidential Information or Personal Data has not already been deleted, destroyed, or returned in accordance with Section 11.4.3 of this Agreement.

- 11.4.3. Upon expiration or termination of an Order entered into under this Agreement, all Client Confidential Information and Personal Data shall be deleted or destroyed by Maverick within five (5) business days following the expiration or termination of the Order, unless:
- (a) The Client Confidential Information or Personal Data is, at the time of expiration or termination, being utilized in another Order entered into under this Agreement.
 - (b) Maverick reasonably believes that the Client Confidential Information or Personal Data may be utilized in another Order entered into under this Agreement within the twelve (12) month period following expiration or termination of the Order.
 - i. Should no Order be entered into under this Agreement, within the twelve (12) month period following expiration or termination, which requires the Client Confidential Information or Personal Data, then the Client Confidential Information and Personal shall be deleted or destroyed at the conclusion of the twelve (12) month period.
 - (c) Maverick receives a request from Client, in writing and (i) at the time Client provides notice to terminate the Order or (ii) within five (5) businesses days following Maverick providing notice to terminate the Order or (iii) no later than five (5) business days prior to the expiration of the Order, to retain or return Client Confidential Information or Personal Data.
12. Relationship of the Parties. The relationship created by this Agreement is a contract for services and nothing contained herein is intended to create the relationship of a partnership, joint venture or employer-employee. In performing this Agreement, Maverick will act as an independent contractor and not as agent or representative of Client. Maverick will be solely responsible for and will promptly pay all federal, state, and municipal taxes, chargeable or assessed with respect to its employees and subcontractors, including but not limited to social security, unemployment, federal and state income tax withholding and other taxes, and will hold Client harmless on account thereof.
13. Non-Solicitation. While this Agreement is in force, and for a period of twelve (12) months from its expiration or termination for any reason, neither Party will whether alone or jointly, directly or indirectly employ (or offer employment) or engage any employee or subcontractor of the other if that employee or subcontractor was directly and actively involved with the performance of the Services under this Agreement, other than as may be agreed by the Parties in writing. For the avoidance of doubt, the restrictions set out in this Section 13 shall not prevent either Party from considering or employing or engaging the other's employee(s) or subcontractor(s) pursuant to a good faith response to a bona fide publicly advertised vacancy.

14. Survival. Sections 7–10, 11.4, 12–22 and all other provisions of this Agreement and any Order hereunder intended to survive termination shall survive termination as the context requires.
15. Governing Law; Jurisdiction; Avoidance of Litigation.
 - 15.1. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of North Carolina. Any and all claims arising hereunder or relating to the Services shall be subject to the exclusive jurisdiction and venue of courts residing in the State of North Carolina.
 - 15.2. In the event of a dispute or alleged breach, the Parties first will work together in good faith to resolve the matter by first escalating it to higher levels of management. The process outlined in this Section 15.2 does not apply in the case of a dispute involving confidentiality or infringement of intellectual property rights, in which case either Party shall be free to seek available remedies in an appropriate forum.
16. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants, and restrictions without including any of such that may be hereafter declared invalid, illegal, void, or unenforceable.
17. Waiver. No waiver shall be effective unless in writing signed by the Party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
18. Force Majeure and Technological Frailties. Neither Party shall be liable for any delay or failure of its performance under this Agreement, which results from actions or omissions beyond its reasonable control and the non-performing Party did not in any way cause the default or delay, could not have prevented the default or delay by commercially reasonable precautions, and could not mitigate, by commercially reasonable efforts, the default or delay through other means. Without limitation to the foregoing, Maverick shall not be liable for delay or failure of its performance under this Agreement (a) resulting from Client's and/or a third party's software, network, telecommunications, links, products, services, widgets, apps, integrations, hardware, or other equipment and/or (b) resulting from unlawful activity against Maverick or its personnel. In the event of non-performance by reason of Force Majeure, the non-performing Party shall, within three (3) business days of becoming aware of the non-performance, notify the other Party in writing and describe the circumstances causing such non-performance.
19. Assignment. Neither Party may assign this Agreement, or any Order entered into hereunder, or sublicense, assign or delegate any of its rights or obligations, in whole or

in part, under this Agreement or any Order entered into hereunder without the advance written consent of the other Party, and any attempted or purported assignment thereof without such consent shall be null and void. Notwithstanding the foregoing, either Party may assign this Agreement, and any Order entered into hereunder, without such prior written consent in the context of a merger, acquisition, or sale of all or substantially all its stock or assets. This Agreement shall inure to the benefit of, be binding upon, and be enforceable against, each of the Parties hereto and their respective permitted successors and assigns. Nothing contained in this Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and permitted assigns, any rights, remedies, obligations or liabilities pursuant to, or by reason of, this Agreement.

20. Notices. Any notice to be given pursuant to or concerning this Agreement shall be in writing and may be given by personal service, registered mail, or email, to the respective Party at its address set forth above, or at such other address as may be given in writing by either Party to the other, to the attention of each Party's signatory, who shall also serve as the "Key Contact" as referenced in the DPA. Any notices given by Client to Maverick by email may be sent to legal@mavericksolutions.net.
21. Electronic Contracting. This Agreement and any Order hereunder may be executed in one or more counterparts by facsimile, email, or similar electronic means and shall be as effective as and as binding as if the Agreement was executed with original signatures. This Agreement may be executed in duplicate, with each Party retaining one original.
22. Entire Agreement; Amendment. This Agreement, along with each Order, any applicable EULA, Data Processing Agreement, Standard Contractual Clauses (if any), Appendix A ("Security Assumptions"), together with any and all change orders to any Order(s), sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes any and all prior oral and written agreements, understandings, and quotations relating thereto. If either Party issues a purchase order, memorandum, invoice, or other instrument relating to the Services, then any terms therein that are additional to or inconsistent with this Agreement and any applicable Order will be of no force and effect. No alteration, modification, or cancellation of any of the provisions of this Agreement or any Order hereunder shall be binding unless made in writing and signed by the Parties.

Appendix A

Security Assumptions

1. Definitions. Capitalized terms used herein that are defined in the Agreement or Order shall have the same meaning when used herein unless otherwise defined herein.

- 1.1. **“Data Processing Agreement”** or **“DPA”** means either (a) the agreement entered into between Maverick and Client that details how the Parties will handle Personal Data, or, if no such agreement was made between the Parties, (b) the Data Processing Agreement available at <http://www.mavericksolutions.com/legal>.
- 1.2. **“Extension”** means the installation and activation of an extension in a web browser that allows Authorized Users to access ENGAGE Live.
- 1.3. **“Injection”** means a line of JavaScript code that is inserted into a global header of Client’s in-scope application that allows Authorized Users to access ENGAGE Live.
- 1.4. **“Remediation Schedule”** means a list of items, developed as a result of a Security Review and agreed upon by both parties, that are required to be remedied by Maverick, and contains, at a minimum, (a) the clearly identified issue to be remedied, (b) the minimum requirement(s) necessary for the issue to be considered remedied, and (c) the date by which the issue shall be remedied. Remediation Schedules shall not be modified without the written consent of both parties.
- 1.5. **“Security Review”** means the Client’s investigation into any or all of Maverick’s: (a) technical requirements for ENGAGE Live and/or ENGAGE Learn, (b) security policies, (c) processes, (d) procedures, (e) systems, (f) infrastructure, (g) training, (h) personnel, and (i) any other information Client may require prior to the implementation of ENGAGE Live, ENGAGE Learn, or use of staff augmentation services.
- 1.6. **“Third Party”** means any party other than Client and Maverick and each of Client’s and Maverick’s respective subsidiaries or affiliates.

2. Security Review

Client has been given the opportunity to perform a Security Review and, except for any items on the Remediation Schedule, if any, approves of all matters which may be subject to such Security Review. The Parties agree that a Security Review may only be conducted prior to the Agreement Effective Date.

3. Access to Client Systems

- 3.1. Client agrees to provide Maverick access to the in-scope application(s) environment(s) to develop content as may be required by an Order. Any refusal to provision access, delay in provisioning access, or revocation of provisioned access will result in delays of Maverick’s performance under the affected Order, for which Maverick shall not be liable.
- 3.2. Maverick requires access to only a development environment of the in-scope application(s), which shall contain appropriately seeded dummy data for all identified processes or transactions for which development is required. Client agrees that provisioning Maverick access to any environment containing real data may result in delays, as Maverick will need to take commercially reasonable steps to remove all real data from the Services prior to deployment. Notwithstanding the foregoing, Client agrees that it is solely responsible for identifying and removing real data, and that

should real data be included in the Services, Client is solely responsible for its disclosure within the Services.

- 3.3. Maverick's provisioned access shall include all system and administrative roles necessary for Maverick's performance under an Order. Such roles may include, but are not limited to, IT administrator, accounts manager, and human resources director.
- 3.4. Maverick's access should be provisioned as test user accounts. Should Client decide to provide individually credentialed accounts, and such accounts are provisioned under the classification of (a) temporary worker, (b) contingent worker, (c) contractor, or (d) any other term which is used to describe a short-term or project-based worker, then such classification shall not subject Maverick personnel to the onboarding requirements, if any, that would generally be required of (a) through (d).
- 3.5. Client shall provide Maverick prior notice of any scheduled system refreshes or other system changes that may result in the loss of Maverick's access to Client's systems.
- 3.6. Maverick personnel shall not be required to use Client equipment or Client accounts to access Client systems or otherwise perform under an Order.
- 3.7. Maverick personnel shall not be required to enter into any individual agreements with Client. Any click-through terms and conditions that are additional to or inconsistent with the terms of the Agreement or an Order and are required to be accepted prior to gaining access to Client systems shall be of no force and effect.
- 3.8. Maverick personnel store login credentials to Client servers and systems on a centrally managed password vault. Such login credentials may be shared internally solely for the purpose of performance under an Order.

4. Background Investigations

- 4.1. Maverick obtains background investigations on all its personnel at regular intervals and hereby attests that all Maverick personnel who will perform under an Order shall have completed a background investigation prior to such performance.
- 4.2. Maverick will not distribute reports or results of background investigations to Client.
- 4.3. The Parties agree that additional background investigations of any kind, including credit checks or financial investigations, are not required for Maverick personnel to gain access to Client systems or otherwise perform under an Order.

5. Use of Third Parties

- 5.1. Client acknowledges that Maverick uses Third Parties in its performance under the Agreement; the list of such Third Parties is in the DPA.
- 5.2. Updates to the Third Parties listed in the DPA will adhere to the notification schedule in the DPA.
- 5.3. Maverick shall not be liable for any delays or disruptions to any Services caused by the Client's objection to or non-approval of a Third Party.

6. Digital Adoption Platform Integration Technology

- 6.1. Client approves of the mechanism and use of the Extension and/or Injection technology that is required to enable Maverick's digital adoption platform (ENGAGE Live).
- 6.2. Client understands that Extension is the primary method of ENGAGE Live integration and that Injection is not recommended except if the Extension method is not practicable.

6.3. Client understands that Extension requires the use of either the Chrome or Edge web browser.

7. Cyber Safety Training

Maverick personnel complete annual cyber safety and security training administered through Maverick. Client agrees that no additional cyber safety or security training requirements for Maverick personnel shall be required.

8. Data Privacy

8.1. Maverick shall carry out any and all data privacy related actions that are required of it by applicable law, the Agreement, the EULA, or an applicable Order.

8.2. Maverick may carry out any and all data privacy related actions that are permitted by applicable law, the DPA, the Agreement, the EULA, or an applicable Order.

8.3. Unless otherwise specified in the Agreement or an Order, all Client data will be hosted in North America.

8.4. Client is solely responsible for informing Maverick of any data privacy regulations applicable to the Agreement or an Order.

Effective: April 1, 2025