

## TruIEM Terms of Service Brief

TruIEM builds technologies and services that enhance an organizations observability and understanding of the workforce experience. This Terms of Service Brief is intended to summarize, not supersede, the terms and conditions set forth in the Master Service Agreement (“MSA”), Software Services Subscription Addendum, and/or Quote between TruIEM and Customer. In the event of any conflict between the terms and/or conditions contained herein, then the terms and/or conditions of the Master Service Agreement, Software Services Subscription Addendum, and/or Quote between TruIEM and Customer shall take precedence.

### Service Provider

TruIEM services are provided by:

TruIEM Inc.  
374 5<sup>TH</sup> Avenue  
Naples, FL. 34102  
USA

Email questions to: [support@truIEM.com](mailto:support@truIEM.com)

### The service we provide

1. SaaS Subscription. TruIEM offers TruExperience and TruServices as a software-as-a-service (“SaaS”) subscription (the “Services”). The Services are provided for a subscription term, noted in the Software Services Subscription Addendum and/or Quote between TruIEM and Customer.
2. Support. As described in the Software Services Subscription Addendum for Customer, TruIEM offers standard and critical subscription service support for TruExperience during the subscription term.
3. Limited Warranty. TruIEM warrants that during the subscription term, when accessed and used in accordance with product/service documentation and the use limitations in Customer’s subscription, the Services will conform in all material respects to the services and quantities set forth in the Software Services Subscription Addendum and/or Quote between TruIEM and Customer.

### Access and Use

1. Provision of Access. Subject to the terms and conditions set forth in the Master Service Agreement, Software Services Subscription Addendum, and/or Quote between TruIEM and Customer, and conditioned on Customer’s payment of all subscription and other fees, TruIEM grants Customer a non-exclusive, non-transferrable right to access and use the Solution, limited to the services and content subscribed for by Customer, during the subscription term. Use is limited to Customer’s internal use.
2. Authorized Users. The service may not be accessed by more than the number of Authorized Users noted in the Software Services Subscription Addendum between TruIEM and Customer. An Authorized User’s password or credentials may not be shared with any other individual, nor used by multiple persons. An Authorized User’s password and credentials may be reassigned by Customer to a new individual replacing one who no longer requires ongoing use of the Service.
3. General Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in the Master Service Agreement, Software Services Subscription Addendum,

and/or Quote between Truitem and Customer. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (A) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (B) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (C) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (D) remove any proprietary notices from the Services or Documentation; or (E) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. Customer shall be responsible for each Authorized Users' compliance with this Agreement.

4. Suspension. Truitem may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: Truitem reasonably determines that (A) there is a threat or attack on any of the Truitem IP; (B) Customer's or any Authorized User's use of the Truitem IP disrupts or poses a security risk to the Truitem IP or to any other customer or vendor of Truitem; (C) Customer, or any Authorized User, is using the Truitem IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Truitem's provision of the Services, a Third Party Product or Content to Customer or any Authorized User is prohibited by applicable law.

## Confidential Information

1. Confidential Information. From time to time during the subscription term, either Truitem or Customer may disclose or make available to the either Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations under the Master Service Agreement, Software Services Subscription Addendum, and/or Quote. On the expiration or termination of the subscription term, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed.

## Intellectual Property and Ownership

1. Intellectual Property. All right, title, and interest (including all patent, patent pending, copyright, trade secret and other intellectual property rights) in and to the Services is the exclusive property of Truitem and its suppliers, and all rights not expressly granted to Customer are expressly reserved.
2. Customer Data. Truitem acknowledges that, as between Truitem and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. "Customer Data" means, other than aggregated statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

## Termination

1. Termination. Upon service subscription expiration or earlier termination of the Services by Truitem due to a breach of terms set forth in the Master Service Agreement, Customer shall immediately discontinue use of the Services. No expiration or termination will affect Customer's obligation to pay all Services fees that may have become due before such expiration or termination, or entitle Customer to any refund, as detailed in the Master Service Agreement between Truitem and Customer.

## Additional Provisions

Please refer to the Master Service Agreement and/or Software Services Subscription Addendum between Truitem and Customer.