

WORKRECORDS ACCESS AGREEMENT

This WorkRecords Access Agreement (this “Agreement”) covers the access to and use of the WorkRecords System (as defined below) of WorkRecords, Inc. (“WorkRecords”) by a Workplace Buyer (as defined below) or People Supplier (as defined below), whichever is applicable (the Workplace Buyer or the People Supplier accepting this Agreement being hereinafter referred to as “You” or “Your”). By accepting this Agreement, either by clicking the box indicating Your acceptance or by using the WorkRecords System, You are agreeing to be bound by the terms of this Agreement.

1. Certain Definitions.

As used in this Agreement, the following terms have the meanings specified below:

- a. A “Workplace Buyer” means a person who uses the WorkRecords System to track the work activity of a Worker and to manage WR Data.
- b. A “People Supplier” means a person who uses the WorkRecords System to track the Workers it is supplying to a Workplace Buyer and to manage WR Data.
- c. A “Worker” means an employee, a person working for a People Supplier, an independent contractor, other individual, or other resource whose activity, time, function, or cost is being allocated to or provided for the benefit of a Workplace Buyer.
- d. The “WorkRecords System” means a database system that can be accessed through the internet and allows users to capture, store and retrieve data relating to labor activity, including, but not limited to, time and attendance, related approvals, data related to work engagements, and the presentation of data related to invoices and payments.
- e. The term “WR Data” means the data that is input into the WorkRecords System.
- f. The term “person” includes an individual, corporation, partnership or other legal entity.

2. The WorkRecords System.

- a. System Description. A more detailed description of the WorkRecords System (the “System Description”) is located at the private portion of the Web Site (as defined below). WorkRecords may change the System Description from time to time to reflect changes to the WorkRecords System.
- b. Web Site. You will access the WorkRecords System through the private portion of the web site that is designated by WorkRecords, currently located at www.WorkRecords.com (the “Web Site”). The Web Site will use a log-in function that will allow You and Your Authorized Users (as defined below) to access the WorkRecords System and any private portions of the Web Site. The public portion of the Web Site may contain additional information concerning WorkRecords. Nothing in the public portion of the Web Site will amend or modify any of the terms of this Agreement or the Terms of Use described below.

c. Terms of Use. Use of the WorkRecords System is governed by this Agreement and the terms of use that are available on the Web Site (the “Terms of Use”). WorkRecords may change the Terms of Use from time to time to reflect then current usage requirements for the WorkRecords System. If there is a conflict between this Agreement and the Terms of Use, this Agreement will control. You agree that those persons using the WorkRecords System on Your behalf will comply with the Terms of Use.

3. Administrators.

You will designate an administrator (the “Administrator”). The Administrator will designate the preferences and options needed for Your users to access and use the WorkRecords System. You agree WorkRecords may rely upon the decisions made by the Administrator on Your behalf. You may change the name of the Administrator or designate one or more additional administrator(s) by providing electronic notice to WorkRecords. The role of the Administrator is discussed more fully below.

4. Use of the WorkRecords System.

a. License to Use WorkRecords System. WorkRecords grants You a non-exclusive, non- transferable and revocable license to access and use the WorkRecords System in the form made available at the Web Site during the term of this Agreement solely for the purposes stated in this Agreement and the Terms of Use. You agree to comply with the Terms of Use and not create any internal links to the Web Site, except the links that are necessary to support Your use of the WorkRecords System or as otherwise authorized by WorkRecords. Using the protocols established in the WorkRecords System, Administrators, Workers, or other persons will access and use the WorkRecords System on Your behalf (collectively the “Authorized Users”). You acknowledge that, subject to the foregoing license, all ownership rights of the WorkRecords System are owned by and remain in WorkRecords.

b. Limitations on Use. You agree to use the WorkRecords System only for the internal needs of Your organization. You agree not to resell, lease, or redistribute the WorkRecords System or charge any person for the use of the WorkRecords System. You agree that You will not modify, copy, reproduce, reverse engineer or otherwise attempt to manipulate or re-create the WorkRecords System.

c. Additional Services. You may request that WorkRecords provide additional services such as specialized support, reporting, or applications that are designed for a particular need (each an “Additional Service”). WorkRecords will inform You in advance of any charges for an Additional Service, and You will authorize the Additional Service in advance before WorkRecords will perform any Additional Service.

5. Your Obligations.

a. Hardware and Software Requirements. Except for the equipment and internet access services described in Your Vendor Network Supplement to this Agreement, if applicable, You are solely responsible for acquiring the computer system, operating system software products and internet access services necessary to access the WorkRecords System, including shared and dedicated telecommunications connections. WorkRecords has no responsibility or liability for any

defect or error caused by any such computer system, operating system, software products or telecommunications or internet access provided by You.

b. Data Use and Ownership. You will make and retain copies of any WR Data that You submit to the WorkRecords System, and You acknowledge You are not relying upon the WorkRecords System as a primary method of data storage. The WR Data You input into the WorkRecords System will be made available to other persons as described in the System Description and the Privacy Policy. You further agree WorkRecords can (i) use the WR Data to make enhancements and modifications to the WorkRecords System, (ii) provide access or availability to the WR Data as described in the System Description and the Privacy Policy, and (iii) use aggregated or anonymized information for other commercial purposes. WorkRecords acknowledges that, as between WorkRecords and You, You own Your WR Data associated with this Agreement.

c. Authorized Users and Email. Your employees can begin to use the WorkRecords System at any time. You agree to manage such use of the WorkRecords System through Your Administrator(s), and to take appropriate action to prevent any unauthorized use by persons under Your direction or control. You acknowledge that You are responsible for the management of persons acting as Authorized Users on Your behalf, and that WorkRecords has no obligation to inquire into the authority of an Administrator or Authorized User. The WorkRecords System uses the business email addresses and other email addresses of Your Authorized Users to identify Authorized Users and to send messages from the WorkRecords System. You authorize the use of Your email addresses and Your email system for the purposes described in this Agreement. Your Administrator is responsible for disabling the email addresses used within the WorkRecords System for Your Workers who are no longer acting on Your behalf.

6. Obligations of WorkRecords

a. System Access. WorkRecords will use commercially reasonable efforts to ensure that access to the WorkRecords System, using the Web Site, will generally be available 24 hours a day, 7 days a week. WorkRecords does not warrant or guarantee uninterrupted or error free access. Interruptions of service may also result from maintenance of the WorkRecords System, or changes or enhancements to the WorkRecords System or the Web Site. In addition, Your access to the WorkRecords System may be denied by WorkRecords if WorkRecords reasonably believes it is necessary to protect the WorkRecords System, users of the WorkRecords System, or WorkRecords. If WorkRecords deems it necessary to deny You access to the WorkRecords System, WorkRecords will notify you of the denial as soon as possible and work with You to perform any repairs or other actions necessary for You to use the WorkRecords System. In no event will WorkRecords be responsible for any delay, down time, denial of access or performance of the WorkRecords System other than for WorkRecords' gross negligence or willful misconduct.

b. System Support. WorkRecords will provide WorkRecords support in the form of a page-level help menus in the WorkRecords System, email and telephone support during normal business hours of WorkRecords (currently 7 a.m. to 7 p.m., Dallas, Texas Time, Monday through Friday, excluding business holidays), and limited email and telephone support after hours, weekends and business holidays according to its most current service level agreement as posted on the Web Site. Any other support functions will be an Additional Service as agreed by

WorkRecords and You. If You request additional support services from WorkRecords, WorkRecords may charge a reasonable fee and request payment prior to providing the Additional Service.

c. Data Formats. WorkRecords will use commercially reasonable efforts to provide You with data in the WorkRecords System in formats that are described in the System Description. If WorkRecords is required to change the data formats, WorkRecords will give you reasonable notice of the change and work with You to ensure that You are able to use the new format.. By providing the formats, WorkRecords does not assume any responsibility for payroll, billing, invoicing, collection, or accounting practices that You may employ using such formats.

7. Warranties and Disclaimers

a. Limitation of Warranty. WorkRecords warrants that it will use commercially reasonable efforts to make the WorkRecords System available for use using the Web Site during normal business hours described in Section 6.a., and that the WorkRecords System will function in substantial conformance with the System Description. WorkRecords does not warrant that Your access to the WorkRecords System will be uninterrupted or continuously available. The foregoing warranty is the sole and exclusive warranty with respect to the WorkRecords System, the Web Site, and all other products and services provided under this Agreement. Except as provided in this Section, the WorkRecords System, the Web Site, and all other products and services provided under this Agreement are provided “AS IS.” ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED AND EXCLUDED BY WORKRECORDS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR USE.

b. No Integration. The WorkRecords System may allow You to export Your WR Data that is part of the transactions in which You participate. However, WorkRecords disclaims any representation or warranty that the WorkRecords System is compatible with, or can be integrated with, any of Your computer systems (other than the use of standard internet protocols).

c. Disclaimer of Duties of WorkRecords. Workplace Buyers, People Suppliers, and Workers may establish relationships between or among each other for the acquisition, provision, or performance of temporary work assignments or to otherwise manage workplace relationships. WorkRecords has no obligations or duties with respect to any of those relationships. Without limiting the foregoing, WorkRecords has no obligation or duty to (i) inquire into the validity of relationships between such persons; (ii) keep records other than as they pertain to the WorkRecords System; (iii) pay or provide any benefits to any Worker; (iv) attest to or qualify the abilities or suitability of any Worker; or (v) establish or keep records concerning any commissions, fees or other payment obligations between such persons.

d. Disclaimer of Employment and Other Relationships. Use of the WorkRecords System by any person does not create an employment relationship between WorkRecords and any user of the WorkRecords System. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency or other legal relationship.

e. Disclaimer of Accuracy and Your Use of WR Data. The WorkRecords System captures information that is entered by Your employees or agents or by third parties. WorkRecords does not verify the truth or accuracy of any of the information input by such persons. You have the responsibility to monitor the information that is delivered through the WorkRecords System and to take appropriate action based upon such information. In the event WorkRecords does alert You concerning entries into the WorkRecords System, such action is incidental to the service, and WorkRecords has no obligation to act upon the information provided to You or to alert You to similar action in the future. You will be solely responsible for Your use of the WR Data, including but not limited to Your accounting obligations, employment relationships and contract obligations with other persons.

f. No Legal Advice. WorkRecords does not provide You with any legal advice concerning the use of WR Data or Your relationship with any employee or independent contractor. Any WR Data or WorkRecords System functionality that may relate to legal obligations, including but not limited to legal obligations pertaining to work rules, the existence or absence of employee benefits, pay rates, pay periods, or the labor laws, regulations and rules of federal, state and local governments, is provided only as a convenience, and You are solely responsible for Your legal obligations.

8. Payment.

a. Workplace Buyer. If You are a Workplace Buyer, You may use the existing functionality of the WorkRecords System for no charge provided You agree that in consideration for such use You will comply with all of the terms and conditions of this Agreement and the Terms of Use.

b. People Supplier. If You are a People Supplier, You agree to pay WorkRecords for each Time Card (as defined in the System Description) that is submitted using the WorkRecords System based upon the schedule listed on the private portion of the Web Site (the “Time Card Fee”). The computer records and method of calculation of WorkRecords will be the exclusive manner in which the Time Card Fees will be calculated for purposes of compensation under this Section 8.

c. Additional Services. If You and WorkRecords agree that WorkRecords will provide Additional Services, You agree to pay WorkRecords the agreed-upon fee for the Additional Services or the amount specified by any separate agreement governing the use of any application through which Additional Services are provided.

d. Payment Terms. You agree to pay WorkRecords all applicable Time Card Fees, all fees for any Additional Services, and any applicable federal, state or local tax that is imposed upon Your use of the WorkRecords System or Additional Services. Payment of undisputed invoices is due within fifteen (15) days of electronic submission of an invoice to the email account of the Administrator. If a payment is not received by WorkRecords when due, WorkRecords will notify you of the late payment. You will have ten (10) days to submit the undisputed late payment. If you fail to pay the undisputed late payment within the ten (10) days, WorkRecords may suspend Your access to the WorkRecords System. If You dispute an invoice, You must notify WorkRecords of

the reason for the dispute and both parties will agree to resolve the dispute within a reasonable period of time.

e. Changes to or Imposition of Fees. WorkRecords may change the Fee Schedule or impose a new fee for services, provided such fees are imposed on all similarly situated customers. WorkRecords will provide You with twelve (12) months' prior notice of any increase of existing fees or the imposition of new fees.

9. Confidentiality and Data Privacy.

a. WorkRecords Data. WR Data can be shared by WorkRecords with persons who are parties to the transactions that involve the WR Data in question. WorkRecords will be responsible for delivering WR Data to You using the email addresses that are designated by You through Your Administrator or other source upon whom WorkRecords may reasonably rely. The System Description and the Privacy Policy identifies the sharing of WR Data in greater detail. You acknowledge that WR Data submitted by You or on Your behalf will be shared by WorkRecords in this manner. WR Data will be treated as Confidential Information as provided in this Section 9 with respect to persons who are not parties to the transactions as described in the System Description. WR Data may also be used for the purposes described in Section 5.b. of this Agreement.

b. Confidential Information. A party to this Agreement (the "Receiving Party") may receive or have access to Confidential Information of the other party (the "Disclosing Party"). "Confidential Information" means all information that is disclosed by a Disclosing Party that derives value from not being generally known, including the business methods, design, operation and functionality of the WorkRecords System, trade secrets, WorkRecords' (or WorkRecords' service provider's) technology, information compiled on the WorkRecords System (other than the data that can be shared as described in Section 9.a.), business policies, financial information, methods of operation, marketing programs, or any other confidential or secret information concerning the business and affairs of the Disclosing Party.

c. Confidentiality Agreements; Use Restrictions. Each Receiving Party agrees to keep the Confidential Information of the Disclosing Party confidential, using at least commercially reasonable means. The Receiving Party further agrees not to disclose the Confidential Information to any third party who is not authorized to receive it. Each Receiving Party will disclose Confidential Information only to those employees and authorized agents who have a need to know such information to further the purposes of this Agreement, and will inform such persons of the confidential nature of the information being disclosed.

d. Exceptions to Use Restrictions. The Receiving Party will not be obligated to maintain any information in confidence or refrain from use if (i) the information is otherwise rightfully in its possession or was known to it prior to its receipt from the Disclosing Party; (ii) the information is independently developed without the utilization of Confidential Information; (iii) the information is or becomes public knowledge without fault of the Receiving Party; or (iv) the information is or becomes available to the Receiving Party or a third party on an unrestricted basis. Notwithstanding the above, the Receiving Party may respond to the order of a court or government

agency, provided that the Receiving Party notifies Disclosing Party in writing of the order promptly and provides the Disclosing Party the opportunity to oppose the order.

e. Other Information. To the extent WorkRecords shall have access to Personal Information in connection with the services pursuant to this Agreement, WorkRecords agrees to implement and maintain reasonable physical, technical, and administrative safeguards to protect the confidentiality, integrity, and security of Personal Information. For purposes of this Agreement, “Personal Information” means the social security number of an individual. Furthermore, WorkRecords will comply with all applicable laws including but not limited to data privacy laws.

10. Indemnification.

You agree to defend, indemnify and hold harmless WorkRecords, its parent company, subsidiaries, and affiliates, and their respective, directors, officers, shareholders, owners, employees and authorized agents (collectively, the “WR Indemnitees”) from any and all damages and costs, including reasonable attorney fees, resulting from (i) any charges or claims alleged to have arisen out of Your contract obligations owed or alleged to be owed to third parties; (ii) Your negligence or misconduct or the negligence or misconduct of Your Workers; (iii) the disclosure by WorkRecords of any WR Data or other information provided by You based upon this Agreement or instructions received from You; or (iv) any claims of Your Workers for compensation or benefits or based upon the disclosure of information through the use of the WorkRecords System that is directed by You.

WorkRecords agrees to defend, indemnify, and hold harmless You and Your parent company, subsidiaries, and affiliates, and their respective, directors, officers, shareholders, owners, employees and authorized agents (collectively, “Your Indemnitees,” and, together with the WR Indemnitees, the “Indemnitees”) from any and all damages and costs, including reasonable attorney fees, resulting from a third party claim that the WorkRecords System infringes upon the patent or copyright rights of a third party who is not an affiliate of You, or for any release of Personal Information or WR Data by WorkRecords to an unauthorized person. If a claim of infringement is made, WorkRecords will, at its option, provide You with a substitute product with comparable functionality or obtain the right for You to continue to use the WorkRecords System. If neither of these alternatives is available in the reasonable judgment of WorkRecords, You will, upon WorkRecords’ request, cease using the WorkRecords System.

The indemnifying party under this Section 10 may control the defense, select counsel and institute settlement of any claim for which it must indemnify the Indemnitees; provided, however, that the indemnifying party may not settle any claim involving any of the Indemnitees without that person’s consent, which shall not unreasonably be withheld or delayed.

11. Limitation of Liability.

IN NO EVENT WILL ANY PARTY’S LIABILITY INCLUDE ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. EXCEPT IN THE CASE OF A THIRD PARTY INFRINGEMENT CLAIM, THE

LIABILITY OF WORKRECORDS FOR DAMAGES SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT PAID TO WORKRECORDS BY YOU IN THE LAST SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM, OR (B) TEN THOUSAND DOLLARS (\$10,000).

12. Termination.

This Agreement may be terminated as follows:

- a. upon thirty (30) days' prior Notice (as defined below) given by You or twelve (12) months' prior Notice given by WorkRecords;
- b. immediately by WorkRecords if You fail to make payment when due such and non-payment is not cured within thirty (30) days of Notice to You of the non-payment;
- c. immediately by either party should the other party breach this Agreement, the breach is material, and the breaching party does not cure the breach within thirty (30) days; or
- d. immediately by either party in the event the other party files or has filed a petition in bankruptcy, or is determined bankrupt, or if any party becomes insolvent, or makes an assignment for the benefit of its creditors, or if a receiver is appointed for all or any portion of its business assets.

In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination. Sections 9, 10, 11, 12, 13, 18, 19, 20 and 21 of this Agreement shall survive termination of this Agreement.

13. Notices.

Notices pursuant to this Agreement shall be sent to You to the attention of the Administrator. For purposes of this Agreement, "Notice" means either (a) a communication sent in electronic form or tangible form that is capable of being retained by the receiving party or (b) a written notice sent by a nationally-recognized overnight courier service. Notices to You from WorkRecords will be sent to Your Administrator's email address or to Your principal place of business at the address provided by You. You will send Notices to WorkRecords by email to administrator@workrecords.com or in tangible form to WorkRecords, Inc., 4514 Travis Street, Suite 301, Dallas, Texas 75205, Attn: President.

14. Assignment.

You may not assign any of your rights under this Agreement without the consent of WorkRecords, and any such attempt will be void. WorkRecords may assign its rights to any of its subsidiaries or affiliates, or to any successor in interest of any business associated with the WorkRecords System. This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

15. Amendments.

WorkRecords may make changes to this Agreement from time to time. When these changes are made, WorkRecords will make a new copy of this Agreement available on the Web Site. You understand and agree that if you use the WorkRecords System after the date on which this Agreement has changed, WorkRecords will treat Your use as acceptance of the changes made to this Agreement.

16. Force Majeure.

The obligations of the parties pursuant to this Agreement shall be excused during any period of delay caused by matters such as strikes, acts of God, terrorist attacks, raw material or power shortages, computer virus, denial of service attacks, governmental actions or compliance with governmental requirements, whether voluntary or pursuant to order, or any other matter that is beyond the parties' reasonable control.

17. Enforcement, Waiver.

No waiver of or failure to exercise any option, right or privilege under the terms of this Agreement by the parties on any occasion or occasions shall be construed to be a waiver of the same or of any other option, right or privilege on any other occasion.

18. Governing Law.

This Agreement and the Terms of Use shall be governed by Texas law. In the event of a dispute between the parties, the parties consent to the jurisdiction and venue of the federal and state courts located in Dallas County, Texas.

19. Entire Agreement.

Except as otherwise provided under or pursuant to this Agreement, this Agreement, together with any supplements or addenda to this Agreement, shall constitute the entire agreement between the parties with respect to the subject matter contained in this Agreement, and it, therefore, supersedes all previous agreements between the parties relating to the subject matter in this Agreement, including any WorkRecords Access Agreement entered into by Client prior to this Agreement. Notwithstanding the foregoing, all acceptances of terms and conditions by Authorized Users for access to the WorkRecords System and Web Site shall remain in effect.

20. Severability.

Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Agreement.

21. Authority.

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 THIS AGREEMENT, IN WHICH CASE THE TERMS “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 THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE WORKRECORDS SYSTEM.