

ONSHIFT, INC. MASTER SUBSCRIPTION AGREEMENT

IMPORTANT - READ CAREFULLY: This Master Subscription Agreement (“**Agreement**”) is a legal agreement between you (an individual or a single entity) and OnShift, Inc., a Delaware corporation (“**OnShift**”). WHEN YOU CLICK THE “I ACCEPT” BUTTON DURING THE ORDERING PROCESS, OR IF YOU OTHERWISE ACCESS OR USE ONSHIFT’S ONLINE SERVICE, YOU AGREE TO AND ARE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. THIS AGREEMENT INCLUDES THE TERMS AND CONDITIONS BELOW AND ANY DOCUMENTS OR MATERIALS REFERENCED HEREIN. THIS AGREEMENT GOVERNS YOUR USE OF ONSHIFT’S ONLINE SERVICE. In this Agreement, the term “**Customer**” refers to the entity you represent. YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE ENTITY FOR WHICH YOU ARE ENTERING INTO THIS AGREEMENT. **IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT, DO NOT ACCESS OR USE THE SERVICE IN ANY WAY.** In such case, you will have no right to use the Services (as defined below).

OnShift, with its principal place of business located at 1621 Euclid Avenue, Suite 1500, Cleveland, OH 44115, is willing to grant you access to the Services on the condition that you accept all the terms of this Agreement. This Agreement begins on the date you click the “I ACCEPT” button (“**Effective Date**”). The Order Form Initial Term will be the period of time specified on the Order Form attached hereto and incorporated herein. Upon expiration of the Order Form Initial Term, this Agreement will automatically renew for successive twelve (12) month periods at OnShift’s then-current fees unless you notify us in writing thirty (30) days prior to expiration of the Order Form Initial Term, or any successive renewal term, of your election not to renew.

The terms and conditions of this Agreement shall govern the Service(s) to be provided by OnShift under any Order Form submitted by Customer and accepted by OnShift, as though the provisions of this Agreement were set forth in their entirety within such Order Form, and so that each Order Form and this Agreement shall be considered one, fully integrated document and agreement. Customer agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by OnShift regarding future functionality or features.

As used in this Agreement and in any Order Form(s), the following capitalized terms shall have the meanings set forth below. Other terms are defined in the text of this Agreement.

“Administrator(s)” means those Users designated by Customer who are authorized to submit, whether electronically or in writing, Order Forms and to create Customer accounts and otherwise administer Customer’s use of the Services;

“Affiliate” means a company, firm or individual that controls, is controlled by, or is under common control with the Customer;

“Content” means the audio and visual information, documents, software, products and services contained in or made available via the Services, other than Customer Data;

“Customer Data” means (a) any data, information or material that Customer or Customer’s Users, subscribers or partners may disclose, input or submit to OnShift or the Services in the course of using the Services; (b) any data or information specific to an individual applicant that is obtained by Customer directly from such applicant and requested or required to be conveyed to OnShift for performance of the Services; and (c) Personal Data;

“Deliverables” means any copyrightable works, products, discoveries, developments, designs, work product, deliverables, improvements, inventions, processes, techniques and know-how made, conceived, reduced to

practice or learned by OnShift (either alone or jointly with Customer or others) that result from Professional Services included in any Order Form, and provided to Customer hereunder;

"Initial Term" means the contracted period specified in the applicable Order Form;

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

"Entity" means an identifiable Customer for which the Service is licensed, as set forth in the applicable Order Form;

"OnShift" means OnShift, Inc., its affiliates, and its licensors whose products or services are distributed and/or provided through OnShift;

"OnShift Technology" means all of OnShift's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by OnShift in providing the Services;

"Order Form(s)" means the form evidencing the initial subscription order for the Services and any subsequent Order Forms submitted online or in written form, specifying, among other things, the Entity, and/or other services contracted for, the applicable Fees, the billing period, and other charges as agreed to between the parties, each such fully executed Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form (other than any terms listed in the "Special Terms" section of the Order Form), the terms of this Agreement shall prevail);

"Personal Data" means any information that can be used on its own or with other information to identify, contact, or locate a single person or to de-anonymize data, and includes, without limitation, "personal information" as that term is defined in the California Consumer Privacy Act of 2018 ("CCPA"); and "biometric identifiers" and "biometric information" as both terms are defined in the Illinois Biometric Information Privacy Act ("BIPA");

"Privacy Laws" means all U.S. laws, treaties and regulations in connection with providing and maintaining the Services and its systems, the storage of Customer Data, including those related to data privacy and Personal Data (including without limitation CCPA and BIPA), as well as those in connection with the transmission or delivery of text messages, voicemails, robocalls, facsimiles, and other similar communications (including without limitation the Telephone Consumer Protection Act of 1991 and all regulations promulgated thereunder);

"Renewal Term" means each subsequent renewal period beginning on the expiration of the Initial Term;

"Service(s)" means OnShift's online integrated workforce management, communications, messaging and other OnShift services identified and licensed to Customer under an applicable Order Form developed, operated, and maintained by OnShift, or ancillary online or offline products and services provided or licensed to Customer by OnShift, to which Customer is being granted access under this Agreement, including the OnShift Technology, the Content and any product, service or license belonging to a third party that appears on an Order Form; and

"User(s)" means Customer's employees, representatives, consultants, contractors or agents who are authorized to use the Services and have been supplied user identifications and passwords by Customer (or by OnShift at Customer's request). User(s) also includes Customer's applicants for employment.

1. License Grant/Limitations/Restrictions

1.1 Subject to the terms and conditions of this Agreement, OnShift hereby grants Customer a non-exclusive, non-transferable (except as specified in Section 19 below), non-assignable (except as specified in Section 19

below) limited license to use the Services provided hereunder solely for Customer's own internal business purposes and only for the specific Entity and time periods as set forth in each fully executed Order Form.

1.2 All rights not expressly granted to Customer are reserved by OnShift and its licensors. OnShift reserves the right to make changes, modifications and enhancements to the Services from time to time.

2. Limitations on Use

2.1 Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the Content in any way; (ii) modify or make derivative works based upon the Services or the Content; (iii) reverse engineer the Services; or (iv) access the Services in order to build a competitive product or service.

2.2 Customer shall not use the Services to: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (v) attempt to gain unauthorized access to the Services or its related systems or networks; or (vi) develop applications for internal use with the Services.

3. Order Process

Customer shall order Services by signing an Order Form. In the event that Customer's business practices require a purchase order number be issued prior to payment of any OnShift invoices issued pursuant to an Order Form, then such purchase order number must be provided to OnShift to include on the applicable Order Form. Customer's execution and return of applicable Order Form to OnShift without designating a purchase order number shall be deemed an acknowledgement that no purchase order number is required for payment of invoices hereunder. Additionally, terms, provisions or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may provide to OnShift or use in connection with the procurement of Services (or any software) from OnShift will have no effect on the rights, duties or obligations of the parties hereunder, regardless of any failure of OnShift to object to such terms, provisions or conditions.

4. Customer's and OnShift's Responsibilities

4.1 Customer is responsible for all activity occurring under Customer's User accounts and shall comply (and shall cause its Users to comply) with all applicable Privacy Laws and all other applicable U.S. laws and regulations in connection with Customer's use of the Services, including but not limited to Privacy Laws and regulations. Customer is responsible for providing, and, if applicable, updating any required notices to and receiving any required consents and authorizations from Customer's Users, including but not limited to those notices, consents, and authorizations required under any applicable Privacy Laws. Customer shall: (i) notify OnShift immediately of any unauthorized use of any password or account or any other known or suspected breach of security with respect to the Services; (ii) report to OnShift immediately and use reasonable efforts to stop immediately any copying or distribution or misuse of Content, OnShift Technology, Services or Deliverables that becomes known or suspected by Customer or Customer's Users; and (iii) not impersonate another OnShift user or provide false identity information to gain access to or use the Services.

4.2 Customer will be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer will also be responsible for maintaining the security of the Equipment, Customer account, passwords (including without limitation administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

4.3 OnShift will maintain the security and integrity of the Services and will abide by all Privacy Laws in connection with the operation of the Services. OnShift's data security program will include reasonable and appropriate technical, organizational and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Customer Data in the possession or under the control of OnShift.

4.4 OnShift will maintain a disaster recovery plan to ensure availability of information following interruption to, or failure of, critical business processes following industry standards generally adopted by U.S. based SaaS providers. OnShift is responsible for implementing and maintaining the business continuity plans throughout the duration of Services provided.

4.5 OnShift is not responsible for, and disclaims any and all liability related to, any and all interactions or transactions made or facilitated through the Services. Any such interactions or transactions will be made at Customer's own risk. OnShift does not have control over the quality, timing, or legality of the services actually delivered by employees or other persons hired or engaged through the Service, or of the integrity, responsibility, or actions of such persons, and OnShift neither refers nor recommends prospective employees or other service providers, nor makes any representations about the suitability, reliability, timeliness, or accuracy of the services provided by prospective employees or other service providers, or the integrity, responsibility or actions of prospective employees or other service providers, whether in public, private or offline interactions. Content provided through or used to generate the Services is primarily user generated, and OnShift does not control or vet user generated content for accuracy. OnShift does not assume any responsibility for the accuracy or reliability of any information provided by Users or other parties on or off the Services.

5. Account Information and Data

OnShift does not own any Customer Data; provided however, Customer grants to OnShift a nonexclusive, nontransferable license to access and use Customer Data to provide the Services to Customer and as otherwise permitted herein. Customer hereby consents to OnShift's use of Customer Data to provide the Services and in accordance with this Agreement. OnShift's use of Customer Data shall be limited to the purpose of providing the Services to Customer and for OnShift to meet its obligations hereunder. Without limiting the generality of the foregoing, Customer acknowledges that OnShift may aggregate Customer Data with the data and information of other customers and subscribers of OnShift for purposes of data analytics and in order to further enhance or improve the Services; *provided*, that any such aggregation or analysis will be on an anonymous, non-personally identifiable basis, and will not identify any data as belonging to or being provided by any specific customer or other organization. Customer, not OnShift, shall have sole responsibility for the accuracy, quality, integrity, legality, and intellectual property ownership or right to use all Customer Data, and OnShift shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of Customer Data not caused by OnShift. Customer agrees and acknowledges that OnShift is not obligated to retain any Customer Data (i) for longer than thirty (30) days after termination, or (ii) for any period if Customer has materially breached this Agreement and has failed to cure the breach within the period set forth in Section 12.

6. Professional Services

6.1 Scope of Professional Services. Customer may elect to purchase professional services (such as implementation, training, support, etc.) ("**Professional Services**") as set forth in the Order Form. If Customer requests that OnShift provide any Professional Services at Customer's facility, in addition to any fees associated with such Professional Services, Customer agrees to pay all customary travel and living expenses ("**Travel Fees**") in accordance with the Williamson County Vendor Reimbursement Policy in connection therewith. The following provisions shall apply to all Professional Services: (a) OnShift shall retain all ownership rights to any and all Deliverables, excluding any pre-existing technology, materials or Customer Confidential Information supplied by Customer for incorporation into such Deliverables; and (b) OnShift grants Customer a royalty-free, non-exclusive, nontransferable, non-assignable worldwide license to use any Deliverable to the extent necessary to permit Customer to use the Deliverable in connection with the Services during the Term. Customer acknowledges that nothing in this Agreement shall restrict or limit OnShift from performing similar services for any third party.

6.2 Customer or Third Party Duties; Delays. Customer is responsible for, and assumes the risk of, any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of Customer computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel supplied by Customer or any of Customer's third party providers. Customer (and/or, if applicable, Customer's third party providers) will make available in a timely manner for OnShift's use, at no charge to OnShift, all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel required by OnShift for the performance of the Professional Services. OnShift will use commercially reasonable efforts to complete the Professional Services by the Term Start Date set forth in the Order Form. Customer acknowledges that completing the Professional Services by the Term Start Date is contingent upon timely completion by Customer (and/or, if applicable, Customer's third party providers) of activities required in the Order Form ("**Customer Obligation(s)**"). The parties understand and agree that any of the following may compromise OnShift's ability to complete the Professional Services by the Term Start Date: (a) any delay caused by Customer's failure or inability to perform a Customer Obligation; (b) any delay due to Customer's request for changes; (c) any delay due to a third party's act, failure to act or delay in performing any obligation; or (d) any other delay incurred as a result of Customer's action(s) or omission(s). No such delay will relieve or suspend Customer's obligation to pay Fees pursuant to Section 9.

7. Intellectual Property Ownership and Intellectual Property Indemnification

7.1 Intellectual Property Ownership. OnShift alone (and its licensors and partners, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the OnShift Technology, the Content, the Services and any Deliverables, including to any and all enhancements, enhancement requests, suggestions, modifications, extensions and/or derivative works thereof. Except for the limited rights and license expressly granted hereunder, no other license is granted and no other use is permitted. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Services, to any Deliverable, the OnShift Technology or the Intellectual Property Rights owned by OnShift. The OnShift name, the OnShift logo, and the product names associated with the Services are trademarks of OnShift or third parties, and no right or license is granted to use them.

7.2 Indemnification. OnShift shall indemnify and hold Customer harmless from and against any third party costs, damages, losses, liabilities and expenses (collectively "**Claim(s)**") to the extent arising out of or in connection with a Claim alleging that the use of the Services used in accordance with this Agreement infringes a U.S. patent, copyright or trademark right of a third party or misappropriates such third party's trade secrets. Customer shall indemnify and hold OnShift harmless from and against any Claim(s) to the extent arising out of or in connection with: (a) a Claim alleging that the use of the Customer Data in accordance with this Agreement or Customer's use of the Services in violation of this Agreement infringes or otherwise violates such third party's property, privacy or other rights or violates any applicable law; or (b) the negligence, misconduct, or breach of this Agreement by Customer or any of its Users. The indemnifying party's obligations under this Section 7.2 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); (c) providing to the indemnifying party all available information and reasonable assistance; and (d) not compromising or settling such Claim without the indemnifying party's approval (such approval not to be unreasonably withheld). With respect to OnShift's indemnification obligations, if (x) any aspect of the Service is found or, in OnShift's reasonable opinion is likely to be found, to infringe upon the Intellectual Property Right of a third party as specified above, or (y) the continued use of the Service is enjoined, then OnShift will promptly and at its own cost and expense at OnShift's option: (i) obtain for Customer the right to continue using the Service; (ii) modify the item(s) in question so that it is no longer infringing; or (iii) replace such item(s) with a non-infringing functional equivalent. If, after all commercially reasonable efforts, OnShift determines in good faith that options (i) - (iii) are not feasible, OnShift will remove the infringing items from the Service and refund to Customer on a pro-rata basis any prepaid unused Fees paid for such infringing element. OnShift shall have no obligation or liability for any claim pursuant to

this Section to the extent arising from: (i) the combinations, operation, or use of the Service supplied under this Agreement with any product, device, or software not supplied by OnShift to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Customer of the Service, or (iii) OnShift's compliance with Customer's designs, specifications, requests, or instructions pursuant to an engagement with OnShift's Professional Services organization relating to the Service to the extent the claim of infringement is based on the foregoing. THE FOREGOING IS THE INDEMNIFYING PARTY'S SOLE OBLIGATION AND THE INDEMNIFIED PARTY'S EXCLUSIVE REMEDY WITH RESPECT TO INDEMNIFICATION.

8. Privacy and Security; Disclosure; Compliance Obligations

8.1 Compliance with Applicable Law. Customer warrants and represents it complies with all applicable Privacy Laws in the collection, storage, and processing of any Personal Data it provides to OnShift or otherwise discloses to OnShift under this Agreement. Specifically, Customer warrants and represents it has full legal authority to collect, store, and use, any Personal Data and to transmit, and disclose any Personal Data to OnShift in the establishment and maintenance of the Services, including having provided applicable notices to Users and securing User consent for such use of any Personal Data.

8.2 Compliance with OnShift Policy. Customer agrees to comply (and to cause its Users to comply) with OnShift's privacy policy which may be viewed at <https://app.onshift.com>. OnShift reserves the right to modify its privacy and security policies in its sole discretion from time to time; provided, however, OnShift will provide written notice of any such modification. Because the Service is a hosted, online application, OnShift occasionally may need to notify all users of the Service of important announcements regarding the operation of the Service. OnShift may disclose the fact that Customer is a customer of OnShift.

8.3 Consent to Text Messaging (SMS) and Phone Calls. In the event Customer contracts for Services in which its Users may have the opportunity to receive SMS or "text" messages, pre-recorded voice messages or auto-dialed phone calls from OnShift for the purposes of providing the Services or informational updates about Services, including but not limited to engagement and communication with job candidates to schedule interviews, to participate in any screening, hiring or employment processes, or to receive other services, support or assistance. Customer warrants and represents that any mobile device numbers Customer provides to OnShift have been collected and disclosed in accordance with applicable Privacy Laws. In particular, for each User mobile device number provided to OnShift by Customer, Customer warrants and represents it has the User's consent to such receive communications from OnShift or for OnShift to use the User's cell phone number or mobile device number in accordance with OnShift's Product Privacy Policy. Customer represents it has the authority to opt-in any Users to receive text messages or telephone calls at such numbers. OnShift shall provide every User the ability to opt out of such messaging or calls at any time in accordance with the OnShift Product Privacy Policy.

Customer further acknowledges that all User mobile devices or handsets may not support Services using text messaging. OnShift and any mobile carriers or related service providers are not liable for delayed or undelivered messages. Message and data rates may apply to any such text messages to Users. Message frequency depends on the nature of the User's request or use of the Services. Customer acknowledges Customer or its Users are responsible for all costs, charges and fees you incurred from any carrier or service provider as a result of choosing to receive such messages from OnShift.

8.4 Compliance Obligations, Assistance. If, while exercising its rights or performing its obligations under this Agreement, either party collects, captures, purchases, receives through trade, otherwise obtains, or is otherwise in possession of Personal Data, such party will remain in compliance with all applicable Privacy Laws. Each party will reasonably cooperate and assist the other party with meeting such party's obligations to comply with Privacy Laws and responding to third party inquiries relating to Privacy Laws.

9. Fees, Payment Terms, Taxes, Billing Contact.

9.1 Customer shall pay all fees or charges as specified on each executed Order Form ("**Fees**"). Except as otherwise expressly set forth in this Agreement, all payment obligations are non-cancelable and all amounts paid are nonrefundable. OnShift charges and collects in advance for Fees. Unless otherwise set forth in the applicable Order Form, payment terms are net thirty (30) days from the date of OnShift's invoice, without offsets or deductions of any kind, and payment is due in US dollars. If payment under an applicable Order Form is to be made via credit card or electronic money transfer (i.e. ACH), such payment shall be chargeable upon invoice due date. If Customer adds additional buildings, Customer will execute a new Order Form identifying the number of Users at such buildings and the Fees will increase according to the Fees set forth on the applicable Order Form. In addition, each Party has the option, once annually during the Term and any Renewal Term, to review the total count of unique punch IDs that punched during the trailing ninety (90) day period and to adjust the total User count Fees according to the Pricing Adjustment Table set forth on Exhibit A attached hereto and incorporated herein.

9.2 OnShift's Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on OnShift's income. If OnShift has the legal obligation to pay or collect taxes for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides OnShift with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer believes Customer's invoice is incorrect, Customer must contact OnShift in writing within sixty (60) days of the date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

9.3 Customer agrees to provide OnShift with accurate billing and contact information, including Customer's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and Administrator. Customer agrees to update this information within thirty (30) days of any change to it.

9.4 OnShift reserves the right to modify its Fees with respect to its Services and to introduce new charges (to become effective upon the upcoming Renewal Term), by providing Customer written notice at least forty-five (45) days prior to the end of the then current Service Term. In the event that Customer does not provide notice of termination to OnShift as described in Section 10.2 below, such Fee changes shall become effective at the commencement of the next Renewal Term.

10. Agreement Term, Order Form Term.

10.1 Agreement Term. This Agreement shall continue in effect until all underlying Order Forms with Customer have expired in accordance with the terms of such Order Form(s), or if this Agreement is terminated earlier, as provided herein.

10.2 Order Form(s) Service Term. An applicable Order Form will begin on the Effective Date of the applicable Order Form and shall continue for the initial term specified in such Order Form ("**Order Form Initial Term**"). In the event that an Order Form contains Services added to an existing subscription, such added Services shall be billed on a pro-rated basis and will be coterminous with the Initial Term or applicable Renewal Term of such Order Form, unless otherwise agreed by the parties. Requests for Services for an Entity other than as originally licensed by Customer on an existing Order Form, will require a full Order Form Initial Term. Unless otherwise set forth in an applicable Order Form, or unless this Agreement is terminated as described in Section 12, upon expiration of the Order Form Initial Term, such Order Form(s) will renew automatically for a subsequent Renewal Term of twelve (12) months (subject to any Fees adjustment as set forth in Section 9.4), unless either party notifies the other party of its intent to terminate, at least thirty (30) days prior to the end of the then current Term.

11. Non-Payment and Suspension

In addition to any other rights granted to OnShift herein, OnShift reserves the right to suspend or terminate this Agreement, any related Order Forms, and Customer's access to the Services if Customer's account becomes delinquent and is uncured for a period of thirty (30) days from date of delinquency notice. Delinquent invoices are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, from the date of the delinquency notice, plus all expenses of collection, including, without limitation, all

reasonable legal fees incurred by OnShift. Customer will continue to be charged for Fees during any period of Service suspension due to Customer's delinquency. If OnShift initiates termination of this Agreement for cause, as further described in Section 12, Customer will be obligated to pay all remaining Fees due computed in accordance with their terms for the remainder of the applicable Initial Term or Renewal Term thereof. Customer agrees that OnShift may charge such unpaid Fees to Customer's credit card or via ACH payment, or otherwise bill Customer for such unpaid Fees.

12. Termination for Cause

Either party may terminate this Agreement (and any Order Forms then in effect) if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after delivery of notice of such breach.

13. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. OnShift represents and warrants that: (a) the Services will perform substantially in accordance with OnShift's documentation, under normal use and circumstances; (b) it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provisions thereof; and (c) it will use reasonable technical means to ensure that the Services provided to Customer do not contain any disabling devices designed to damage, detrimentally interfere with, surreptitiously intercept or expropriate any other software or data. Customer represents and warrants that: (a) Customer owns or otherwise has sufficient rights in Customer Data to grant OnShift the licenses that Customer grants in this Agreement; (b) Customer has not falsely identified itself nor provided any false information to gain access to the Services; (c) Customer has obtained appropriate consents from all Users and others whose personal information is included in Customer Data and transmitted, processed, and stored through the Services; and (d) all billing and contact information provided by Customer is true and correct; and (e) in accessing or using the Services, Customer shall comply (and shall cause its Users to comply) with all applicable Privacy Laws and all other applicable U.S. laws and regulations in connection with Customer's use of the Services, including but not limited to Privacy Laws and regulations, as well as any and all applicable employment and other laws in connection with any employment or services relationship that Customer may establish through or in connection with the Services (such as applicable payroll, tax and minimum wage laws).

14 . Disclaimer of Warranties

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 13, ONSHIFT, ITS PARTNERS AND ITS LICENSORS MAKE NO WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN ADDITION, ONSHIFT, ITS PARTNERS AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY OR TIMELINESS OF THE SERVICE OR ANY INCLUDED CONTENT. ONSHIFT DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) ALL ERRORS OR DEFECTS WILL BE CORRECTED, OR (E) THE SERVICE OR THE SERVERS THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT (1) THE SERVICE DOES NOT CONSTITUTE THE PROVISION OF LEGAL, MEDICAL, OR OTHER PROFESSIONAL ADVICE OR SERVICES IN ANY MANNER; (2) THE SERVICE DOES NOT ENSURE CUSTOMER'S COMPLIANCE WITH ALL APPLICABLE LABOR OR EMPLOYMENT LAWS; AND (3) CUSTOMER IS SOLELY RESPONSIBLE FOR CUSTOMER'S COMPLIANCE WITH ALL APPLICABLE LAWS. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT ONSHIFT DOES NOT DIRECTLY RECRUIT, HIRE, OR EMPLOY AND EMPLOYEES, AND IS NOT PROVIDING SERVICES OR

ACTING AS AN EMPLOYEE STAFFING AGENCY, OUTSOURCING COMPANY, EMPLOYEE LEASING COMPANY, OR IN ANY OTHER SIMILAR CAPACITY.

15. Internet Delays

ONSHIFT'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ONSHIFT IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS NOT CAUSED BY ONSHIFT.

16. Limitation of Liability

EXCEPT AS EXPLICITLY PROVIDED BELOW, IN NO EVENT SHALL ONSHIFT'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitations shall not apply to: (a) Customer's breach of Section 2; (b) either party's breach of Section 20; or (c) the extent such damages are awarded under a Claim subject to indemnification under Section 7.

17. Insurance

The Parties shall each maintain sufficient insurance coverage to adequately cover such Party's respective obligations under this Agreement. Upon request, and no later than thirty (30) days after written request therefore, a Party shall provide to the other Party a copy of its current certificate of insurance evidencing its current coverage.

18. Notice

For notices that are directed to Customer as part of OnShift's general customer base, OnShift may give notice by means of any of the following: (a) a general notice on the Service; (b) by electronic mail to Customer's e-mail address on record in OnShift's account information; (c) by nationally recognized overnight delivery service; or (d) by written communication sent by first class mail or pre-paid post to Customer's address listed in OnShift's account information. All notices sent to Customer specifically under this Agreement (and not sent to the general customer base) shall be in writing, and may be given by electronic mail to Customer's e-mail address on record in OnShift's account information; or by written communication sent by first class mail or pre-paid post to Customer's address listed in OnShift's account information. All notices to be delivered by Customer to OnShift shall be in writing and shall be delivered by electronic mail to legal@onshift.com or by first class mail or pre-paid post to the following address: OnShift, Inc., 1621 Euclid Avenue, Suite 1500, Cleveland, Ohio 44115, Attention: Legal. Either OnShift or the Customer may update its contact information for receiving notices by providing writing notice of such update to the other party in the manner provided in this Section 18. A notice delivered electronically hereunder will be deemed to have been delivered on the date and time of the signed receipt or confirmation of delivery or transmission thereof, unless that receipt or confirmation date and time is not a business day or is after 5:00 p.m. local time on a business day, in which case such notice will be deemed to have been received on the next succeeding business day. A notice delivered by first class mail or pre-paid post will be deemed to have been given three (3) business days after mailing or posting.

19. Assignment

Customer may not assign any of Customer's rights or obligations under this Agreement to any third party without obtaining OnShift's prior written consent, which consent not to be unreasonably withheld.

20. Confidentiality

Each party (as a “**Receiving Party**” hereunder) shall not disclose to any third party, any Confidential Information of the other party (as a “**Disclosing Party**” hereunder) provided to such Receiving Party in anticipation of, or in connection with the performance of this Agreement. For the avoidance of doubt, this includes Confidential Information provided to the Receiving Party prior to the Effective Date of this Agreement. As used herein, the term “**Confidential Information**” refers to any and all financial, technical, commercial, or other information concerning the business and affairs of the Disclosing Party, including, without limitation, any cost or pricing information, contractual terms and conditions, marketing or distribution data, business methods or plans. If Confidential Information is (a) provided as information fixed in tangible form or in writing (e.g., paper, disk or electronic mail), such shall be conspicuously designated as “Confidential” (or with some other similar legend) or (b) provided orally, such shall be identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days of disclosure, unless a reasonable person would understand such information to be confidential based on its content. Confidential Information does not include information which (i) becomes generally available to the public other than as a result of a disclosure by the Receiving party, (ii) was available to a party on a non-confidential basis prior to its disclosure by the other party or in connection with the performance by such party of its obligations under this Agreement, (iii) becomes lawfully available to a party on a non-confidential basis from an independent third party, or (iv) is independently developed by the Receiving Party without use or reference to Disclosing Party’s Confidential Information. The Receiving Party will not use Confidential Information for any purpose other than carrying out its obligations as set forth in this Agreement and shall not disclose Confidential Information to any third party, without the prior written consent of the Disclosing Party and an agreement in writing from the third party that it will adhere to the confidentiality obligations imposed herein. Third parties shall not include agents of the Receiving Party, employees or affiliates of the Receiving Party, attorneys, accountants, and other professional advisors of the Receiving Party, or potential acquirers of Receiving Party, in each case such person or entity must have a legitimate reason to have access to such Confidential Information and must be under a duty to protect such Confidential information which duty is substantially equivalent to the obligations contained herein. Each Receiving Party’s confidentiality obligations with respect to such Disclosing Party’s Confidential Information shall remain in effect for the Term of this Agreement and for a period of three (3) years after the termination or expiration of this Agreement. For the avoidance of doubt, Confidential Information with respect to Customer includes Customer Data, and with respect to OnShift includes all pricing terms offered to Customer under any Order Form, the OnShift Technology and the results of any evaluation of the Services performed by or on behalf of Customer for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes. The parties agree that any Non-Disclosure Agreement entered into prior to the Effective Date shall not limit or reduce each respective Party’s obligations with respect to Confidential Information disclosed under this Agreement.

21. General

No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Customer and OnShift as a result of this Agreement or use of the Services. This Agreement does not create any rights, claims or benefits inuring to any party that is not a party hereto nor create or establish any third party beneficiary hereto. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. This Agreement, together with any applicable Order Form(s) (including any other documents referenced therein), comprises the entire agreement between Customer and OnShift regarding the subject matter contained herein and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding such subject matter.

22. Additional Terms

22.1 Texas Prompt Payment Act Compliance. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

22.2 Right to Audit. OnShift agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, , all at Customer's expense and not more than once per year, have access to and the right to examine and photocopy any and all books, documents, papers and records of OnShift which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. OnShift agrees that Customer shall have access during normal working hours to all necessary OnShift facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give OnShift reasonable advance notice of intended audits.

22.3 No Waiver of Sovereign Immunity or Powers. Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

22.4 Texas Law Applicable to Indemnification. All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying Customer's rights.

22.5 Termination for Convenience. This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, Customer will only be liable for its pro rata share of services rendered and goods actually received.

22.6 Mediation. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

22.7 Venue and Governing Law. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives signing below, execute and agree to be bound by the terms and conditions contained in this Agreement.

AGREEMENT EFFECTIVE DATE: _____ (if no date is entered, the Effective Date will be the date that Customer signs the Agreement) .

| OnShift, Inc. | |
|---------------|---------------------------------------------------|
| Signature | <i>Jennifer J Elliott</i> jelliott@onshift.com |
| Name | Jennifer J Elliott |
| Title | Accountant |
| Date | 02/03/2021 |

| Customer | |
|-----------|----------------------------------------------------------------------------------|
| Signature | <i>Judge Bill Gravell Jr.</i> Judge Bill Gravell Jr. (Mar 23, 2021 15:39 CDT) |
| Name | Judge Bill Gravell Jr. |
| Title | County Judge |
| Date | Mar 23, 2021 |



Quote ID: Q010531
 Pricing Valid Through: 02/24/2021
 Proposed by: Mark Dalpiaz

1621 Euclid Ave #1500
 Cleveland, OH 44115

| Customer & Billing Details | |
|--------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| Sold To: Williamson County EMS 301 Southeast Inner Loop, Suite 108 Georgetown, TX 78626 United States | Bill To: Williamson County EMS 301 Southeast Inner Loop, Suite 108 Georgetown, TX 78626 |

License Terms & Conditions

Order Effective Date: 01/01/2021 Initial Term: 1 Months Term Start Date: 01/01/2021
 One-Time Fees – Due Upon Receipt Recurring Fees - Net 30 Monthly in Advance

| Product | Price | Quantity | Total | Charge Type |
|--------------------------------|-------------|----------|-------------------|-------------|
| OnShift Employ (FFP) | \$ 1,072.50 | 1 | \$ 1,072.50 | Recurring |
| Total Recurring Charges | | | \$1,072.50 | |
| Your Monthly Invoice | | | \$1,072.50 | |

Sales tax will be added when applicable

Additional Order Terms

Agreement: This Order Form incorporates by reference and shall be governed by the Agreement. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Agreement. To the extent there is a conflict or inconsistency between the Agreement and this Order form, the Agreement shall govern other than any terms listed in the "Special Terms" section below.

Special Terms: Customer agrees to enroll in automatic payments by way of ACH or Credit Card to be eligible for monthly billing

Multi-Facility Information:

By Signing below, I agree to the terms and conditions detailed in this Order Form and the Agreement

| Williamson County EMS | |
|-----------------------|-------------------------------------------------------------------------------------------------|
| Signature | <i>Judge Bill Gravell Jr.</i> <small>Judge Bill Gravell Jr. (Mar 23, 2021 15:39 CDT)</small> |
| Name | Judge Bill Gravell Jr. |
| Title | County Judge |
| Date | Mar 23, 2021 |

| OnShift, Inc. | |
|---------------|--------------------------------------------------------|
| Signature | <i>Jennifer J Elliott</i> <hr/> jelliot@onshift.com |
| Name | Jennifer J Elliott |
| Title | Accountant |
| Date | 02/03/2021 |



1621 Euclid Ave #1500
Cleveland, OH 44115

Quote ID: Q010531
Pricing Valid Through: 02/24/2021
Proposed by: Mark Dalpiaz

Additional Billing Information

Bill to Contact:

Bill to Email:

Bill to Phone Number:

Is customer tax exempt? Type the word "Yes" or "No" in the text box.
If YES, send a copy of exemption certificate to Billing@onshift.com

If customer would like to be enrolled in OnShift's Auto-Pay Program using the ACH or credit card provided, leave box checked.
If customer would NOT like to enroll in Auto-Pay Program, uncheck box.









Agenda Item #17, 03.23.2021, Master Subscription Agreement, OnShift

Final Audit Report

2021-03-23

| | |
|-----------------|----------------------------------------------|
| Created: | 2021-03-23 |
| By: | Kerstin Hancock (khancock@wilco.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAuQ8svwaX259-nCuMwVB4oCDMY9m5NYgP |

"Agenda Item #17, 03.23.2021, Master Subscription Agreement, OnShift" History

-  Document created by Kerstin Hancock (khancock@wilco.org)
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