

Fuel50 Master Services Agreement

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This Fuel50 Master Services Agreement, including all schedules and policies attached or referenced herein (collectively, "Agreement") governs all use of products and services provided by Career Engagement Group, including but not limited to Fuel50 CareerDrive, the web-based, interactive career-management application delivering career growth and pathing tools, as well as the Website and certain training career development based programs, workshops, and coaching programs. This Agreement is entered into between Career Engagement Group or its Affiliate as may be specified in an applicable Order ("Fuel50") on the one hand, and the individual or entity accepting this Agreement on behalf of itself and its Affiliates ("Client") on the other hand. Fuel50 and Client are each a "Party" and collectively, the "Parties." This Agreement is deemed accepted and becomes effective upon access to or use of the Website, Services or Products or as specified in a mutually-accepted Order between the Parties.

1. DEFINITIONS

In this Agreement, capitalized terms have the following meanings unless defined elsewhere in the Agreement or applicable Order:

a. "Affiliate" means an entity directly or indirectly Controlled by, Controlling or under common Control with a Party, now or in the future. An entity will "**Control**" another entity when it owns more than 50% of the equity or other voting interests, or otherwise has primary management or operational responsibility.

b. "Artificial Intelligence" or "AI" means machine-based systems, software or tools that use algorithms, models or techniques (including machine learning, deep learning, neural networks or natural language processing) to perform tasks that would otherwise require human intelligence, such as analyzing data, generating content, making predictions or supporting automated decision-making.

c. "Business Day" means a day other than a Saturday, Sunday, or a public holiday in the United States.

d. "Business Hours" means the hours from 8:00 am until 5:00 pm Pacific time on Business Days.

e. "Charges" means the charges set forth in the applicable Order, for the Products and Services provided to Client under this Agreement.

f. "Client Content" means any Content including without limitation Personal Data (but excluding Usage Data) that originates from and is input, uploaded, posted, transferred, transmitted or otherwise made available by Client, a Permitted User, or otherwise through Client's or a Permitted User's account (including by Fuel50 on Client's behalf) for the purpose of using the Services or facilitating Client's and Permitted Users' use of the Services.

g. "Confidential Information" means all non-public data, information, and materials disclosed by one Party to the other Party in any form that is marked as or provided under circumstances reasonably indicating that it is confidential or proprietary. Without limiting the generality of the foregoing, as between the Parties: (a) Fuel50's Confidential Information includes the Products and Services; and (b) Client's Confidential Information includes Client Content.

h. "Content" means any data, text, graphics, audio, video, information, application, files, software, and other materials.

i. "Data Protection Laws" means all privacy or data protection Laws applicable to Fuel50's Processing of Personal Data under this Agreement.

j. "Documentation" means any documentation, user instructions or other materials regarding the Products or Services made available to Client by Fuel50.

k. “Force Majeure” means any cause beyond the reasonable control of a Party, including riots, acts of war, epidemics, governmental action, legislative change, strikes and other industrial action, communication line or internet failures, power failures, earthquakes or other disasters.

l. “Fuel50 Content” means any Content made available by Fuel50 through the Products or Services, including any career learning Content and any reports generated using the Products or Services. For clarity, Fuel50 Content does not include Client Content.

m. “Intellectual Property Rights” means any patents, patent applications, inventions, innovations, modifications, improvements, enhancements, methods, processes, discoveries, analyses, designs, techniques, trademarks, service marks, trade dress, goodwill and marketing rights related thereto, rights in domain names, copyrights or copyrightable works, trade secret rights, moral rights, know-how, Confidential Information, data, databases, Personal Data, publicity and privacy rights, and any other intellectual or industrial property rights anywhere in the world, whether or not registered and equivalents or similar forms of protection existing worldwide, and all applications for and registrations in such rights.

n. “Laws” means any applicable national, state, provincial and local laws, rules, regulations, directives, statutes, orders, judgments, decrees, rulings, and enforceable regulatory guidance.

o. “Malware” means any software, device or other subject matter (including any service, code, file or program) that is designed to: (a) prevent, impair or otherwise adversely affect the operation of any computer service, hardware or network, any telecommunications service, equipment or network or any other service or device; (b) prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or (c) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

p. “Order” means a written document subject to this Agreement, and any exhibits or schedules attached thereto or incorporated therein by reference, that is agreed to and separately executed by the Parties setting forth the specific terms relating to the Services, Products or other items requested by Client.

q. “Permitted User” means any employee or representative of Client who is authorized by Client to use the Services.

r. “Permitted User Subscription” means a user subscription purchased by Client, which entitles a Permitted User to access and use the Services in accordance with this Agreement.

s. “Personal Data” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

t. “Product(s)” means: (a) the Career Management Solution and/or other Fuel50 proprietary cloud-based services identified in an Order; (b) all Updates thereof that are generally made available by Fuel50 to its clients as part of Permitted User Subscriptions without additional charge; (c) any other modifications made by Fuel50 specifically for Client as part of the Services; (d) the Fuel50 Content; and (e) the Documentation.

u. “Professional Services” means the implementation, development and consulting services provided by Fuel50 under this Agreement that are set forth in an Order and an accompanying statement of work that is separately executed by the Parties.

v. “Security Incident” means a breach of security of the Services leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Client Content in the possession or control of Fuel50.

w. “Services” means the provision of access to and use of the Product(s) via the Website, together with any Professional Services, as set forth in an applicable Order.

x. “Third Party Content” means any third party Content (e.g., analytics), including any application functionality provided by a Fuel50-contracted third party. **“Update”** means new versions of the Website, Products and Services that Fuel50 generally makes available to its clients without additional charge.

y. “Usage Data” means data generated from Client’s use of the Website, Products and Services (excluding Client Content) and which does not comprise Personal Data, and which is collected by Fuel50 on an aggregated, anonymized basis, and which does not allow Fuel50 or any third party to determine that such data relates to or was derived from Client or an individual user.

z. “Website” means the Internet site at the domain www.fuel50.com or www.fuel50CareerDrive.com or such other address notified to Client by Fuel50, by which Client can access and use the Services.

2. PRODUCTS AND SERVICES

a. License: Fuel50 grants to Client a personal, non-exclusive, non-transferable right to access and use, or receive the benefit of, the Products and Services, through the Website and solely for Client's internal business operations. The foregoing license includes Client's right to use copies of downloadable reports generated by the Products and services, solely for Client's internal business operations. Fuel50 will provide the Products and Services in accordance with the terms of this Agreement, the applicable Order, the Service Levels and Support addendum attached as Schedule 1 and the Documentation. Fuel50 may use subcontractors to perform Fuel50 obligations under this Agreement, provided that Fuel50 will remain responsible for their performance.

b. Fuel50 Talent Blueprint (Ontology):

i. If Client has purchased a FuelEditor or Enterprise Mobility Edition license from Fuel50 with a minimum two-year term, Client may download the Fuel50 Talent Blueprint for internal use only during and after the Term of this Agreement; and Client will receive Updates thereto at no additional cost during the Term. After the Term, Client may purchase a standalone FuelEditor license from Fuel50 (priced separately) to continue receiving updates to the Fuel50 Talent Blueprint.

ii. If Client has purchased the Career Management Solution with less than a minimum two-year term, Client may download the Fuel50 Talent Blueprint for internal use only during the Term of this Agreement; and upon termination of this Agreement, Client must either (a) delete all copies of the Fuel50 Talent Blueprint (and certify such deletion in writing to Fuel50) or (b) purchase a standalone FuelEditor license from Fuel50 (priced separately) to entitle Client to retain and continue using the Fuel50 Talent Blueprint, including receiving Updates thereto.

iii. The Fuel50 Talent Blueprint is made available for Client's internal use only. Client may not sell, resell, transfer or sublicense the Fuel50 Talent Blueprint, in whole or part, to any other entity or person at any time.

c. Other Services: At the request of Client, Fuel50 may agree to provide to Client Professional Services that relate to the Products but are not otherwise covered by this Agreement. Such additional services will be charged at Fuel50's standard rates or as agreed with the Client in writing and otherwise will be subject to the terms and conditions of this Agreement.

d. Third Party Content: As part of Client's and Permitted Users' use of the Products or in connection with Fuel50's provision of the Services, Client and Permitted Users may be provided with access to Third Party Content. Any Third Party Content is made available on an "AS-IS" basis, without any indemnification or support, and Fuel50 disclaims all warranties and conditions of any kind, whether express, implied, statutory, or otherwise. Client is solely responsible for reviewing, accepting, and complying with any third party terms applicable to any Third Party Content. Client's and Permitted Users' access to and use of Third Party Content is subject to this Agreement, as well as the applicable terms and conditions of such third parties set forth at <https://www.fuel50careerdrive.com/thirdparty> or as otherwise made available by Fuel50 from time to time, and which are incorporated in this Agreement by reference.

e. Usage Data: Fuel50 may collect, use, share and disclose Usage Data as further described in Schedule 2. As between Fuel50 and Client, Fuel50 owns the Usage Data.

g. Privacy, Consent to Electronic Communications:

i. The Website, Products and Services may only be accessed and used as provided under this Agreement and in compliance with Fuel50's Privacy Policy available at: <https://fuel50.com/privacy-and-legal> (or other respective URL designated by Fuel50), which is fully incorporated herein by this reference.

ii. Client, on behalf of itself and its Permitted Users, consents to receiving certain electronic communications from Fuel50, as further described in Fuel50's Privacy Policy. Client agrees that any notices, agreements, disclosures, or other communications that are sent electronically to an email address or other contact information provided to Fuel50 will satisfy any legal communication requirements, including that those communications be in writing.

iii. From time to time, the Parties may conduct calls, meetings or other discussions (each and collectively, a “**Meeting**”) in connection with the Services. Client consents to Fuel50’s audio and/or video recording of such Meetings, provided that: (1) the recordings are used solely for Fuel50’s internal business purposes such as quality assurance, training, documentation of business decisions and improving the Services; (2) the recordings will not be disclosed to third parties other than Fuel50’s Affiliates, personnel or contractors with a need to know and who are bound by confidentiality obligations, or except as required by law; (3) the recordings will be retained only for so long as reasonably necessary for the purposes described above; and (4) Client may opt out by submitting a written request to privacy@fuel50.com. (5) the recordings will not be used for AI model training.

h. Artificial Intelligence: Fuel50 may use Artificial Intelligence (or AI) in connection with the performance of the Services, including for operational, development and support purposes. Fuel50 will not use Client Content to train or improve publicly-available AI models and, absent Client’s prior written consent, will not permit Client Content to be used to train AI models made available to other Fuel50 clients, and will require its subcontractors and sub-processors to comply with equivalent restrictions. Additional information regarding Fuel50’s AI practices, as well as updates, are available in Fuel50’s Trust Center at <https://trust.fuel50.com>,

3. CLIENT CONTENT

f. License: Client acknowledges that Fuel50 will require access to and use of Client Content to fulfill its obligations under this Agreement. As between Client and Fuel50, Client owns the Client Content. Client grants to Fuel50 a non-exclusive, non-transferable (except as expressly set forth herein), royalty free right to (and to authorize its employees, subcontractors and service providers to) access, use, copy, modify, perform and display Client Content to operate the Products and perform the Services and to otherwise perform its obligations and exercise its rights under this Agreement. Notwithstanding any other provision, Fuel50 may use Client Content in aggregated and/or anonymized form solely for internal business purposes, including to improve, develop and enhance Fuel50’s Products and Services, to generate statistics and benchmarks, and to train or refine algorithms or predictive models, provided that such data does not identify Client or any individual and cannot reasonably be used to do so. Fuel50 will not use aggregated data in a manner that discloses Client’s identity, business information or any individual’s Personal Data.

g. Approvals: Client will ensure that it has obtained all necessary consents and approvals for Fuel50 to exercise the rights described in [Section 3\(a\)](#) and [Schedule 2](#).

4. SECURITY, DATA PROTECTION

a. Each Party will implement reasonable physical, technical and organizational safeguards designed to secure Client Content (with respect to Fuel50) and Fuel50 Content (with respect to Client) from unauthorized access, disclosure, loss, modification or destruction.

b. Each Party will comply at all times with Data Protection Laws and as applicable, the terms of the Data Processing Addendum attached as [Schedule 3](#). If a Party discovers a Security Incident has occurred, such Party will notify the other Party promptly (and in any event within 48 hours) unless otherwise prohibited by law or otherwise instructed by a law enforcement or supervisory authority. In addition to providing such notification, the notifying Party will promptly take reasonable steps to investigate and mitigate the effects of the Security Incident.

5. CLIENT OBLIGATIONS

a. Permitted Users: Client undertakes that:

i. the maximum number of Permitted Users that it authorizes to access and use the Products and Services will not exceed the number of Permitted User Subscriptions it has purchased. If Client wishes to increase the number of Permitted User Subscriptions, Client will notify Fuel50 in writing and if Fuel50 agrees to increase the number of Permitted User Subscriptions, Fuel50 will invoice the Client at the then-current rate for the additional Permitted User Subscriptions;

ii. it will not allow any Permitted User Subscription to be used by more than one individual Permitted User unless it has been reassigned in its entirety to another individual Permitted User, in which case the prior Permitted User will no longer have any right to access or use the Products and Services;

iii. it will cause each Permitted User to (1) keep a secure password for its use of the Products and Services, (2) change such password on a regular basis and (3) keep such password confidential; and

iv. it will maintain a written, up to date list of current Permitted Users and provide such list to Fuel50 within five Business Days of Fuel50's written request.

b. **No Malware; Prohibited Activities:** Client will not access, store, distribute or transmit any Malware, or any material during the course of its access and use of the Website, Products and Services that: (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (ii) is discriminatory based on race, gender, color, religious belief, sexual orientation, disability, or any other illegal activity; or (iii) causes damage or injury to any person or property. Fuel50 reserves the right, without liability, to disable Client's or a Permitted User's access to any material that breaches the provisions of this Section.

c. **Restrictions:** Client will not, except as expressly permitted herein or to the extent that the following restrictions are not permitted under applicable Laws:

i. copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Products and/or Services (as applicable) in any form or media or by any means; or

ii. reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Products;

iii. access or use all or any part of the Products or Services in order to build a product or service which competes with or serves a substantially similar purpose to any of the Products or Services;

iv. use the Products or Services to provide services to third parties; or

v. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make any of the Products or Services available to any third party (except to Permitted Users as expressly permitted under, and in accordance with, this Agreement).

d. **Unauthorized Access:** Client will use all reasonable efforts to prevent any unauthorized access to, or use of, the Products or Services and, in the event of any such unauthorized access or use, will promptly notify Fuel50 and cause such unauthorized access or use to cease as soon as reasonably possible.

6. CHARGES AND PAYMENT

a. **Charges:** Client must pay to Fuel50 (or, at the direction of Fuel50, to Fuel50's authorized reseller of the Products or Services) the Charges set forth in the applicable Order, in accordance with the applicable Order and this Section. The Parties agree following the Initial Term, during the Renewal Term and any and all Renewal Terms thereafter, the Charges will increase five percent (5%) over then current Charges without further action by either Party.

b. **Invoices:** Client will be invoiced for Charges according to the applicable Order.

c. **Payment:** Payment of Charges will be due within 30 days after the date of the invoice, except where an Order expressly prescribes other payment dates. Except where otherwise stated, all Charges set forth in an Order are in United States Dollars and must be paid in the currency set forth in the Order. All Charges are non-refundable, except as expressly set forth herein. Products and Services are subject to suspension for failure to timely remit payment.

d. **Currency Control:** Client represents and warrants that no currency control Laws prevent the payment to Fuel50 of any amounts due under this Agreement. If any such Laws come into effect such that payment in United States Dollars is not permitted, Client will notify Fuel50 immediately, and if so instructed by Fuel50, will deposit all monies due to Fuel50 to the account of Fuel50 in a local bank of Fuel50's choice.

e. **Taxes:** All amounts set forth in this Agreement are exclusive of any applicable taxes. Client will pay, indemnify and hold harmless Fuel50 from all import and export duties, customs fees, levies or imposts, and all sales, use, value added or other fees, governmental charges or taxes of any nature (other than any U.S. taxes on Fuel50's income), including penalties and interest, and all government permit or license fees assessed upon or with respect to any products sold, leased, or licensed to Client and any services rendered to Client. If Client is required by Laws to make any deduction or to withhold any amount from any sum payable to Fuel50 by Client hereunder: (i) Client will remit such amounts to the appropriate taxing authorities and promptly furnish Fuel50 with tax receipts evidencing the payments of such amounts; and (ii) the sum payable by Client upon which the deduction or withholding is based will be increased to the extent necessary to ensure that, after such deduction or withholding, Fuel50 receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount Licensor would have received and retained in the absence of such required deduction or withholding.

f. **Disputed Invoices:** If Client raises a bona fide dispute in relation to an invoice submitted under this Section ("**disputed invoice**"): (i) Client must pay that part of the disputed invoice in respect of which no dispute exists, by the due date for that invoice; and (ii) in respect of that part of the disputed invoice which is

disputed: (1) if the dispute is resolved at least 10 Business Days before the due date for payment of that invoice, then the amount agreed by the Parties to be payable, or determined under Section 13.1 to be payable, must be paid by the due date; and (2) in all other cases, the amount agreed by the Parties to be payable, or determined under Section 14(a) to be payable, must be paid within 10 Business Days of such agreement or determination.

g. Late Payment: If Client does not pay any amount when due, Fuel50 may (without prejudice to its other rights): (i) charge interest on the unpaid amount from the due date until the date of actual payment at 1.5% per month (or the highest rate allowable by applicable Laws, whichever is lower); and/or (ii) suspend or cease providing any of the Products and Services (including disabling Client's password, account and access to any or all of the Products and Services) without liability, and Fuel50 will be under no obligation to provide any or all of the Products and Services while the invoice(s) remain unpaid.

7. CONFIDENTIALITY

a. General Obligations of Confidentiality: Each Party agrees that, except to the extent expressly permitted under this Agreement, it will not use or disclose to any third party any Confidential Information of the other Party obtained from the other Party in connection with this Agreement. Each Party will ensure that its personnel, agents and subcontractors are aware of and comply with the provisions of this Section. In fulfilling the obligations in this Section, each Party will use the same degree of care to avoid disclosure as it uses to protect its own Confidential Information, but in any event no less than reasonable care.

b. Exceptions:

i. Client's obligations under this Section do not apply to the extent that any use or disclosure is necessary to enable Client to make use of the Products, Services and Documentation in accordance with this Agreement.

ii. Fuel50's obligations under this Section do not apply to the extent that any use or disclosure is necessary to enable it to comply with its obligations under this Agreement.

iii. Fuel50's obligations with respect to a Security Incident are limited to the obligations set forth in Section 4, and the obligations under this Section do not apply to unauthorized disclosure or use resulting from Security Incidents.

iv. The Parties agree that the obligations under this Section will not apply to any Confidential Information that: (1) is or becomes generally available to the public other than by the receiving Party's breach of this Agreement, (2) was rightfully possessed by the receiving Party at the time of disclosure, without any obligations of nondisclosure or nonuse to the disclosing Party, (3) is rightfully received by the receiving Party from a third party without any obligations of nondisclosure or nonuse to the disclosing Party, or (4) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information. In addition, each Party may use or disclose the other Party's Confidential information (x) with the prior written consent of the other Party, and (y) to the extent required by applicable Laws.

8. INTELLECTUAL PROPERTY

a. Ownership: As between Fuel50 and Client, Fuel50 owns all rights, title and interest in and to the Website, Products, Services, Documentation, Usage Data, Fuel50 Content and anything Fuel50 develops or creates, solely or working jointly with others, in the performance of Services or otherwise under an Order or this Agreement ("**Work Product**"). Client will not dispute such ownership. To the extent that ownership of any of the foregoing vests in Client, Client hereby assigns to Fuel50 all right, title and interest (including all Intellectual Property Rights) therein and waives any and all moral rights therein to which Client may now or in the future be entitled under the Laws of any jurisdiction. As between Fuel50 and Client, Client owns all rights, title and interest in and to all Client Content and will have sole responsibility for the legality, reliability, integrity, accuracy and quality of Client Content.

b. Feedback: If Client or any Permitted User provides to Fuel50 any ideas, proposals, suggestions, or other materials ("**Feedback**"), whether related to the Products, Services, Documentation, Fuel50 Content, Work Product or otherwise, Client hereby grants (and will cause the Permitted User to grant) to Fuel50 a non-exclusive, perpetual, irrevocable, transferable, royalty-free license (with the right to sublicense through multiple tiers) to use and otherwise exploit such Feedback for any purpose.

c. Reservation of Rights: Except as expressly granted herein, neither Party is granted any rights or licenses, whether express or implied, under the other Party's Intellectual Property Rights. Nothing in this Agreement will be deemed to grant any ownership interest in the Products, Services, Documentation, Usage Data, Fuel50 Content, Work Product or any Intellectual Property Rights or moral rights therein.

9. REPRESENTATIONS AND WARRANTIES

a. Mutual Representations and Warranties: Each Party represents and warrants to the other that: (i) it has all right, power, and authority necessary to enter into this Agreement, perform its obligations hereunder and grant the rights it grants to the other Party hereunder; (ii) its performance of this Agreement, and the other Party's exercise of its rights under this Agreement, will not conflict with or result in a violation of any Laws or any breach or default of any agreement by which it is bound; and (iii) it will comply with all Laws related to its performance of this Agreement.

b. Disclaimer: EXCEPT AS PROVIDED IN SECTION 9(a), FUEL50 HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES OR LIMITATIONS ON HOW LONG SUCH WARRANTIES LAST, SO THE EXCLUSIONS OR LIMITATIONS IN THIS SECTION 9(b) MAY NOT APPLY. IN ADDITION, THESE EXCLUSIONS AND LIMITATIONS ARE NOT INTENDED TO APPLY TO: (i) DEATH OR BODILY INJURY TO THE EXTENT DIRECTLY CAUSED BY A PARTY'S GROSS NEGLIGENCE; OR (ii) A PARTY'S FRAUD OR WILLFUL MISCONDUCT. FUEL50 DOES NOT GUARANTEE ANY RESULTS, OR THE ACCURACY OF ANY RESULTS, THAT CLIENT OR ANY PERMITTED USER MAY OBTAIN FROM THE PRODUCTS, SERVICES, DOCUMENTATION, FUEL50 CONTENT OR WORK PRODUCT.

10. INDEMNIFICATION

a. Infringement: Each Party (the "**Indemnifying Party**") will defend and/or settle, any claim, suit, action or proceeding brought by a third party against the other Party (the "**Indemnified Party**") alleging that the Career Management Solution as provided or performed by Fuel50 (when Fuel50 is the Indemnifying Party) or Client Content (when Client is the Indemnifying Party) infringes, misappropriates, or violates any third party Intellectual Property Rights ("**Infringing Item**") (individually, an "**Action**," and collectively, "**Actions**"). The Indemnifying Party will pay all damages finally awarded and settlement amounts entered into to the extent based upon an Infringing Item. In relation to any Action:

i. the Indemnified Party must fully cooperate with the Indemnifying Party in defending or settling any Action and, if Client is the Indemnified Party, make Permitted Users available to give statements, advice and evidence as the Indemnifying Party may reasonably request;

ii. the Indemnified Party must notify the Indemnifying Party promptly in writing of any Action and give the Indemnifying Party complete authority and information required for the conduct of the defense or settlement of the Action; and

iii. the Indemnifying Party will have the sole control of the conduct of any Action and all negotiations for its settlement or compromise, provided that, the Indemnifying Party will not enter into any settlement or compromise that adversely affects the Indemnified Party's rights without the Indemnified Party's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned.

b. Limitations. If the Career Management Solution or Client Content is, or in the Indemnifying Party's judgment may become, the subject of any Action, or if a court determines that the Career Management Solution or Client Content infringes, misappropriates or violates a third party right, then the applicable Indemnifying Party may: (i) modify the Career Management Solution or Client Content to avoid infringement, misappropriation, or violation (while maintaining comparable functionality); (ii) procure the right (at the Indemnifying Party's cost) for the Career Management Solution or Client Content; or (iii) replace the Career Management Solution or Client Content with a suitable replacement. If, in the case of Fuel50, it considers the actions in clauses (i), (ii) and (iii) to be not commercially feasible, Fuel50 may terminate this Agreement and refund to Client the portion of any amounts paid by Client in respect of the Career Management Solution less a pro-rata reduction for use. The indemnification obligations herein are subject to the limitations set forth in Section 11 and state Client's sole and exclusive rights and remedies, and Fuel50's (including its employees', agents' and subcontractors') entire obligations and liability, for infringement, misappropriation, or violation of any third party Intellectual Property Rights or interests.

c. Exceptions: Fuel50, its employees, agents and subcontractors will have no obligation under Section 10(a) to the extent that the Action is based on: (i) a modification of the Career Management Solution by anyone other than Fuel50; (ii) a modification of the Career Management Solution by Fuel50 in compliance with Client's written instructions; (iii) Client's use of the Career Management Solution in a manner contrary to the Documentation or instructions given to Client by Fuel50; or (iv) Client's use of the Career Management Solution after notice of the alleged or actual infringement, misappropriation or violation from Fuel50 or any appropriate authority.

11. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAWS, FUEL50 WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING

WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS OR LOST GOODWILL) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF FUEL50 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM AGGREGATE LIABILITY OF FUEL50 FOR ALL CLAIMS FOR LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CLIENT TO FUEL50 IN THE 12 MONTHS PRIOR TO THE DATE ON WHICH THE LIABILITY AROSE. IN ADDITION, FUEL50 WILL NOT BE IN BREACH OF THIS AGREEMENT AND WILL NOT BE LIABLE TO THE EXTENT THAT FUEL50 IS UNABLE TO COMPLY WITH ANY PROVISION OF THIS AGREEMENT DUE TO ANY NEGLIGENCE, DEFAULT OR FAILURE OF CLIENT TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT.

12. TERM AND TERMINATION

a. Term: This Agreement commences on the Effective Date and continues for a term of three years (the “**Initial Term**”), unless terminated in accordance with this Agreement. Following the Initial Term, this Agreement will automatically renew for further periods of one year each (each, a “**Renewal Term**”) unless either Party gives at least 90 days’ written notice of its intention to terminate this Agreement at the expiration of the Initial Term or the then-current Renewal Term. The Initial Term and all Renewal Terms are collectively, the “**Term**.” If the Parties enter into an Order that expires after the Term, the Term will be deemed to expire on the same date as such Order.

b. Termination for Cause: Either Party may terminate this Agreement immediately by giving notice to the other Party, if the other Party: (i) commits a material breach of this Agreement and fails to remedy that breach within 10 Business Days of receipt of notice of the breach from the first Party; or (ii) becomes insolvent, is placed in receivership or liquidation, is the subject of any winding up or liquidation resolution or order, or is subject to any other form of insolvency action or administration.

c. Effect of Termination: Upon expiration or termination of this Agreement for any reason: (i) all rights and licenses granted under this Agreement will immediately terminate; (ii) any amounts incurred by Fuel50 for Products provided or Services performed prior to the expiration or termination date will become due and payable; (iii) each Party will return and make no further use of any equipment, property, Documentation, Confidential Information and other items (and all copies of them) belonging to the other Party; (iv) Fuel50 will delete from the Products and Services all Client Content relating to Permitted Users and if requested by Client prior to Client Content being deleted, Fuel50 will provide a spreadsheet of Client Content to Client (in raw output form); and (v) such termination is without prejudice to the rights and obligations of the Parties accrued up to and including the date of termination.

d. Survival: Sections 1, 6 (with respect to amounts incurred by Fuel50 prior to the expiration or termination date) 7, 8, 10 (with respect to Actions that arose prior to the expiration or termination date), 11, 12(c), 13 and 14 survive the expiration or termination of this Agreement.

13. COMPLIANCE WITH LAWS

a. General:

i. Client understands and agrees that the Products and Services are subject to certain Laws, which include without limitation, governmental procurements Laws and Laws related to bribery, fraud, corruption, or international trade, such as the U.S. Foreign Corrupt Practices Act, and any applicable anti-bribery or trade Laws of other countries, as amended, the U.S. Export Administration Regulations Act of 1979, as amended, the U.S. International Traffic in Arms Regulations, and the sanctions, regulations and Executive Orders administered by the U.S. Treasury Department Office of Foreign Assets Control and U.S. Department of State.

ii. Without limiting any of Fuel50’s or Client’s other commitments under this Agreement, each Party will comply with all Laws applicable to such Party’s performance of and/or exercise of its rights and obligations under this Agreement.

iii. Client’s compliance with its obligations under this Agreement will extend to Laws that apply to the access to or use of the Products and Services, online conduct, online content, Data Protection Laws, as well as any other of the Client’s activities hereunder. Client will also cause Permitted Users to comply with all such Laws.

b. Permits: Client has, and will maintain, at its own expense, all permits, licenses, consents and approvals that apply to the Products and Services or their use hereunder, including for Client and Permitted Users (i) to receive and use the Products and Services in accordance with all applicable Laws, and (ii) to otherwise exercise Client’s rights and perform its other obligations as set forth in this Agreement (collectively, the “**Permits**”); provided that, if obtaining any of the foregoing Permits is Fuel50’s responsibility under applicable Laws and if

applicable Laws do not permit Client to obtain such Permits on Fuel50's behalf, then Fuel50 will obtain such Permits at its own reasonable expense.

c. Import and Export Compliance: Client agrees that it will not (and will cause Permitted Users not to) use or otherwise export, re-export, transfer or release, whether oral, visual, or deemed to be an export or reexport, or otherwise (collectively, "**export**"), except as authorized by U.S. Laws and the Laws of the jurisdictions in which the Products and Services were accessed or used. In particular, but without limitation, the Products and Services may not be exported (including by accessing the Products and Services), directly or indirectly: (i) to any person listed or deemed to be a blocked, prohibited or trade-restricted person or party by the U.S. Commerce Department, U.S. Treasury Department, or U.S. Department of State by operation of law or otherwise; (ii) for any purpose or use prohibited by the U.S. government, such as for nuclear, chemical, or biological weapons production or proliferation; or (iii) to any destination or transit point subject to comprehensive sanctions by the U.S. government, as may be amended from time to time, without having obtained the required U.S. authorization(s) prior to such export. Client represents and warrants that its and Permitted Users' access and use of the Website, Products and Services will not violate any Laws and that Client is not located in any such country or on any such list or deemed to be on such list. Client will not (and will cause the Permitted Users not to) access or use the Website, Products and Services for any purposes prohibited by U.S. Laws, including the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

14. MISCELLANEOUS

a. Dispute Resolution: If a dispute, claim or controversy arises out of or relates to this Agreement (each, a "**Dispute**"), the Party claiming the Dispute must first give written notice to the other Party, specifying the nature of the Dispute. Upon receipt of such notice, the Parties will use all reasonable efforts to resolve the Dispute by discussion, consultation, negotiation or other informal means. If, after 30 days from the date of delivery of such notice, the Parties are unable to resolve the Dispute, then the Dispute will be resolved using binding arbitration as follows:

i. If Client's principal place of business is in the United States, Canada or Mexico, the arbitration will be administered by the American Arbitration Association ("**AAA**") in accordance with the AAA's Commercial Arbitration Rules and Mediation Procedures in effect at the date of this contract.

ii. If Client's principal place of business is in any country in APAC, then the arbitration will be administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the SIAC in effect at the date of this contract. "**APAC**" means the Asia-Pacific geographic region that includes the following countries: Australia, Bangladesh, Brunei, Burma, Cambodia, China (including Hong Kong Special Administrative Region and Macau Special Administrative Region), Christmas Islands, Fiji, India, Indonesia, Japan, Kiribati, Laos, Malaysia, Marshall Islands, Federated States of Micronesia, Mongolia, Nauru, New Zealand, Palau, Papua New Guinea, Philippines, Samoa, Singapore, Solomon Islands, South Korea, Sri Lanka, Taiwan, Thailand, Timor-Leste, Tonga, Tuvalu, Vanuatu and Vietnam.

iii. If Client's principal place of business is outside of the United States, Canada, Mexico or any country in APAC, then the arbitration will be administered by the International Chamber of Commerce ("**ICC**") in accordance with ICC Rules of Arbitration.

iv. Either Party may commence the arbitration process called for by this Agreement by filing a written demand for arbitration with the applicable arbitration organization and delivering a copy of such demand to the other Party to this Agreement in accordance with the notice provision of this Agreement. In no event will demand for arbitration be made or permitted after the date when the institution of legal or equitable proceedings based on the Dispute would be barred by the applicable statute of limitations. The place of arbitration will be Orange County, California, United States.

v. Arbitration will be conducted in English. If for any reason a claim proceeds in court rather than in arbitration, each Party waives any right to a jury trial. Notwithstanding anything to the contrary herein, either Party may seek injunctive relief in a court of competent jurisdiction to prevent irreparable harm from occurring at any time. Each Party will bear its own fees and costs of prosecuting or defending the arbitration, and the Parties will split the arbitrators' fees and the applicable arbitration organization's administrative costs, regardless of the outcome. The provisions of this Section and judgment upon the award rendered by the arbitrator may be enforced by any court of competent jurisdiction. The arbitrator(s) will render its decision as soon as reasonably possible after its appointment and must follow the terms of this Agreement. Client agrees that any dispute resolution proceedings, whether in court or in arbitration, will be conducted only on an individual basis and not in a class, consolidated or representative action.

b. Force Majeure: Neither Party is liable to the other Party for any delays or failure to perform any obligations under this Agreement to the extent such delays or failures result from any Force Majeure. The Party affected by a Force Majeure must: (i) immediately notify the other Party in writing and provide full information concerning the Force Majeure event including an estimate of the time likely to be required to overcome that Force

Majeure event; (ii) use reasonable efforts to overcome the event and minimize any loss to the other Parties; and (iii) continue to perform its obligations as far as practicable. A Party may terminate this Agreement upon written notice if, as a result of a Force Majeure event, either Party is unable to perform any of its material obligations under this Agreement for 20 Business Days or more.

c. Notices:

i. Each notice, request, consent and other communication (each a “**notice**”) to be given, delivered or made under this Agreement must be in writing but may be sent by personal delivery, post (by airmail) or email to the address of the other Party as set out in the applicable Order (or to any other address or number from time to time designated for that purpose by notice by a Party to the other).

ii. A notice under this Agreement is effective: (1) in the case of personal delivery, when delivered; (2) if mailed, three Business Days after mailing; and (3) if made by email, upon successful transmission of that email, provided that any notice received or deemed received after 5:00 pm on a day which is not a Business Day is deemed not to have been received until the next Business Day.

d. Assignment: Client may not assign or transfer this Agreement or any of its rights, interests or obligations under this Agreement, except with the prior written consent of Fuel50. Fuel50 may assign or transfer this Agreement to its Affiliates, or to successors-in-interest to all or substantially all of the business or assets of Fuel50 pertaining to the subject matter hereof, in each case without the consent of Client. Subject to the preceding sentence, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns. Any assignment or transfer in contravention of this Section is null and void.

e. Relationship of the Parties: Nothing in this Agreement will be construed as creating an agency, partnership, joint venture or any other form of association between the Parties. Fuel50 and Client are independent parties for all purposes relating to this Agreement. No Party has authority to act or to assume any obligation or liability on behalf of the other Party except as expressly provided in this Agreement.

f. No Third Party Beneficiaries: Except as expressly set forth in this Agreement (including with respect to the Permitted Users), this Agreement does not create any third party beneficiary right in any person that is not a Party to this Agreement.

g. Amendments: No changes, modifications or amendments to this Agreement will be effective unless in writing and signed by both Parties.

h. Counterparts: This Agreement may be executed, including by electronic signature, in counterparts, each of which when executed by the requisite Parties will be deemed to be a complete original Agreement. A scanned or faxed copy of the executed Agreement or counterpart will be deemed, and will have the same legal force and effect as, an original document.

i. Governing Law: This Agreement (including without limitation the arbitration provisions set forth herein) will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, (i) without prejudice to the provisions of the Laws of the country where Client has its principal place of business that cannot be derogated from contractually and (ii) without regard to conflict of law principles, as such Laws are applied to agreements entered into and to be performed entirely within the United States between residents of the United States.

j. Language: This Agreement is in the English language only, which language will be controlling in all respects, and all versions hereof in any other language will not be binding on the Parties. All notices to be made or given pursuant to this Agreement will be in English.

k. Waiver: Any waiver of any provisions of this Agreement or of a Party’s rights or remedies hereunder must be in writing to be effective. No forbearance, delay or indulgence on the part of either Party in enforcing any provision of this Agreement will prejudice or restrict the rights of that Party nor will any waiver of any of its rights operate as a waiver of any subsequent breach.

l. Interpretation: For the purposes of this Agreement, unless the context requires otherwise: (i) words importing the singular or plural number include the plural and singular number respectively; (ii) a reference to: (1) a “**person**” includes any individual, corporation, unincorporated association, government department or municipal authority; (2) a Party to this Agreement include that Party’s successors and permitted assigns; (3) to “**\$**” is a reference to US currency; (4) “**including**” and similar words do not imply any limitation; (5) “**herein**,” “**hereof**,” and “**hereunder**” and similar words refer to this Agreement as a whole and not to any particular section or paragraph; (6) “**extent**” in the phrase “to the extent” means the degree to which a subject or thing extends, and not simply “if”; and (7) “**Party**” and “**Parties**” includes its or their permitted successors and assigns; and (iii) headings and subheadings are inserted for the sake of convenience only and do not affect the interpretation of this Agreement.

m. Severability: If any provision of this Agreement is deemed invalid, unenforceable or in conflict with applicable Laws, that provision is hereby replaced with a provision which, as far as possible, accomplishes the original purpose of that provision. The remainder of this Agreement will be binding on the Parties.

n. Entire agreement: This Agreement (including its Schedules) and any executed Orders, supersedes and extinguishes any prior or contemporaneous agreements, representations, understandings, or communications, whether written or oral, and constitutes the full and entire understanding of the Parties with respect to the subject matter hereof. If there is a conflict among the Agreement, its Schedules, or any executed Orders, then the documents will control in the following order of precedence: (i) the applicable executed Order (except to the extent the applicable Order expressly states otherwise); (ii) the applicable Schedule; (iii) this Agreement.

SCHEDULE 1

SERVICE LEVELS AND SUPPORT

1. **DEFINITIONS** The following terms will have the following meanings when used in this Schedule 1:

a. **"Available"** or **"Availability"** means the Career Management Solution made available at www.fuel50careerdrive.com or such other URL designated by Fuel50 is accessible and functioning in all material respects in accordance with its Documentation. Fuel50 makes no covenant regarding Availability in connection with (a) use of the Internet Explorer 11 (IE11) browser or (b) Third Party Content.

b. **"Calendar Month"** means the period between the first day of each successive calendar month.

c. **"Downtime"** means the minutes during the Calendar Month when the Career Management Solution is not Available to the Client, except for any Excluded Minutes.

d. **"Excluded Minutes"** means the minutes that the Career Management Solution is not Available caused by: (i) acts or omissions of the Client or its Permitted Users, licensors, service providers, suppliers or subcontractors; (ii) breach of the terms of the Agreement by the Client or its Permitted Users; (iii) the Client's or its Permitted Users' failure to adhere to the Career Management Solution Documentation; (iv) software, hardware, or third-party services not selected, provided, or controlled by Fuel50; or (v) Force Majeure as described in the Agreement.

e. **"Incident"** means a problem reported by the Client that is reproducible and that Fuel50 confirms is a nonconformity of the Career Management Software with Fuel50's published specifications or Documentation that results in a loss of all functionality or substantial features or functionality within the Career Management Software.

f. **"Level 1 Support"** means call answering, logging and screening for the severity level of a reported problem and use of commercially reasonable efforts to diagnose the root cause of the problem. Problems that are confirmed to be Incidents will be escalated to Level 2. Level 1 Support does not include responding to or resolving any issues related to Client data integrity or Client single sign-on (SSO) issues.

g. **"Level 2 Support"** means end user support following Level 1 Support to address Incidents in accordance with their relative severity.

h. **"Maximum Uptime"** means the total minutes in the Calendar Month minus Maintenance Minutes during the same Calendar Month.

i. **"Maintenance Minutes"** means the number of minutes elapsed during maintenance performed by Fuel50 that results in the Career Management Solution not being Available, where Fuel50 has provided the Client with reasonable advance notice thereof, but in no event less than two (2) business days advance notice.

j. **"Response Time"** means the period of time (measured in minutes) between when Fuel50 acknowledges receipt of a request for Support Services submitted by the Client or a Permitted User and when the request for Support Services is resolved (as determined by Fuel50 in its sole discretion).

k. **"Uptime Percentage"** means the Maximum Uptime minus Downtime and divided by Maximum Uptime for a Calendar Month.

2. AVAILABILITY OF CAREER MANAGEMENT SOLUTION

a. Fuel50 will use commercially reasonable efforts to make the Career Management Solution Available each Calendar Month in accordance with the following metric: Uptime Percentage \geq 99.5%.

b. Fuel50 maintains a standing scheduled maintenance window of 2:00 AM - 3:00 AM UTC on Sundays as needed. Fuel50 may schedule additional scheduled Downtimes outside of the standing scheduled maintenance window by providing notification to Client at least two business days in advance. Such notification will be provided via the agreed upon communication protocol to designated support representatives. Fuel50 reserves the right to perform regularly scheduled maintenance during non-core business hours.

3. SUPPORT SERVICES

a. Fuel50 will provide Level 1 Support and Level 2 Support as described in this Schedule 2 ("**Support Services**").

b. Fuel50 will use commercially reasonable efforts to make available to the Client and Permitted Users email reporting via help@fuel50.com or such other email designated by Fuel50 for the submission of

requests for Support Services, and each request for Support Services submitted to Fuel50's helpdesk will be acknowledged by Fuel50 promptly and in no event more than as set forth below, after the email request is received by Fuel50.

c. Fuel50 will use commercially reasonable efforts to update the Client or the applicable Permitted User on the status of each request for Support Services.

d. Fuel50 will prioritize resolving requests for Support Services for an Incident that, as determined by Fuel50 in its sole discretion, critically impacts the Client's and Permitted Users' use of the Career Management Solution over all other requests for Support Services. Fuel50 will make Support Services available during Business Hours. Services issues and their priority are defined below, and Fuel50 will address these issues as set forth below:

Severity Level	Definition	Sample issues
1. Critical	Business outage or significant Customer impact that threatens future productivity	Many or all users are unable to access the Services. Services response time is severely degraded from standard.
2. Urgent	High-impact problem where production is proceeding, but in a significantly impaired fashion; there is a time-sensitive issue important to long term productivity that is not causing an immediate work stoppage.	Some users are unable to access the Services. Services performance is unstable.
3. Important	Important issue that does not have significant current productivity impact.	User requires a patch for non-emergency break-fix situation.
4. Informational	Request for information or enhancement, or minor technical issue that has only a minor impact to Customer productivity.	User wants to see a new feature in Services.

Severity Level	Receipt Acknowledged	Restoration Target
1	4 hours	8 hours
2	4 hours	48 hours
3	1 business day	To be determined with proposed course of action (may be next release)
4	1 business day	To be determined with proposed course of action (may be next release)

4. REPORTS

a. Upon the Client's written request up to once per calendar quarter, Fuel50 will send the Client a report for the requested quarter during the Term that consists of: (i) the average Response Time for the applicable calendar quarter; (ii) a list of common user issues for which requests for Support Services hereunder were submitted in the applicable calendar quarter; and (iii) any recommendations made by Fuel50 to the Client or mitigation plans implemented by Fuel50 to reduce the frequency of occurrence of a particular user issue. Fuel50 will provide this report within 10 Business Days after receipt of written request.

b. Fuel50 will measure the Response Time for each request for Support Services it receives in a calendar quarter and calculate the total Response Time by summing the Response Time for all request for Support Services Fuel50 received in a calendar quarter. The average Response Time for a calendar quarter will be calculated by dividing the total Response Time by the total number of requests for Support Services Fuel50 received in a calendar quarter. The parties from time to time may establish recommendations or mitigation plans as mutually agreed in writing with respect to address concerns with reported Response Times.

SCHEDULE 2

CLIENT CONTENT, USAGE DATA

1. CLIENT CONTENT

a. Client must upload at least the following minimum data about an employee or other user in order to set up the individual as a Permitted User:

- First Name
- Last Name
- Email Address

b. Client may elect to upload additional information about its Permitted Users by configuring the Services to synchronize with Client's Human Resources Information System (HRIS) including:

- Information on the user's role in the organization (such as title, description, skills required, qualifications required, role level)
- Previous roles held within the organization
- Any demographics on the user for reporting purposes as per Client's chosen list
- Employee ID, date started current role, date joined the company
- Career Framework data, such as roles, business units, functions, skills and competencies within the organization

c. Fuel50 may use Client Content and/or Usage Data in providing, supporting, developing, and improving the Career Management Solution and its other Products and Services. For example, Fuel50 may use role movements and other organizational data in Client Content and/or Usage Data to train computer algorithms which perform analytical functions. Fuel50 also may use Client Content and/or Usage Data for analytical purposes such as to perform site optimization, or to provide usage and analysis reports to clients. From time to time, Fuel50 may perform analytics that use Client Content and/or Usage Data to generate industry wide reports which can be shared publicly. Examples might be an aggregate view of employee values by industry sector. These reports do not contain any Personal Data that can be attributed to any individual user or specific client.

2. USAGE DATA

a. Fuel50 collects Usage Data in connection with its operation of the Products and Services, including the following:

- The Services collect user login activity, including login date, and the IP address of the user on an anonymized basis. This is used for usage and analytics reporting as well as to aid with detecting and preventing malicious behavior. The Services also track completions data of various features within its product suite which is used for providing analytics and reporting to client HR administrators. Fuel50 may also use such completions data to advise Client on their use of the Services, such as their launch strategy and how to maximize the value they glean from the Services.
- The Services record the IP address of the user in its database on an anonymized basis, for analytics purposes such as reporting on usage by country or city and for use in detecting and preventing malicious behavior.
- The Services collect an anonymized copy of the following data generated in connection with Client's use of the Products and/or Services, which will be deemed Usage Data: (i) "Roles," "Role Movements," "Jobs"; (ii) FuelFactor exercise results and history; (iii) login history & usage history of the Services including, without limitation, pages visited, sessions and other Usage Data; (iv) "Skills," "Competencies," "Skill Levels," "Competency Levels"; (v) "Goals," "Actions," "Gigs," "Mentorships"; (vi) "Saved Journeys," "Target Roles"; (vii) Feedback given/received; and (viii); survey results including, without limitation, Career Checkup exercise completion results.
- The Products and Services may use third-party analytics services to track usage and activity data, such as:
 - Computer Operating System
 - Browser name and Version
 - Screen Resolution
 - Full URL accessed
 - Page accessed within site

- Screen Colors
- Page Title
- Languages (set in the browser)
- Encoding Type
- Viewport size
- Java Enabled (yes/no)
- Flash Version
- Generalized location of the user (country and city level only)

A list of third-party Sub-processors of Personal Data can be found here:
<https://trust.fuel50.com/subprocessors>

b. Fuel50 may use and disclose Usage Data in providing, supporting, developing and improving the Career Management Solution and its other Products and Services, for researching industry trends, and for other business purposes; provided that, Fuel50 will not disclose Usage Data to any third party in any manner that reveals the identity of Client or any Permitted User other than to its service providers as permitted under the Agreement, or as required to comply with applicable Laws.

SCHEDULE 3

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**Addendum**”) forms part of the Agreement and relates to Personal Data which is shared with or accessed by Fuel50 for Processing on Client’s behalf. Data Protection Laws worldwide place certain obligations upon a Controller (defined below) to ensure that any Processor (defined below) engaged by Controller provides sufficient guarantees to ensure that the Processing of Personal Data performed by Processor on behalf of Controller is secure. This Addendum exists to ensure that there are sufficient security measures in place and that the Processing complies with the Parties’ obligations under Data Protection Laws.

1. DEFINITIONS Capitalized terms used but not defined in this Addendum will have the meanings set forth in the agreement.

a. “CCPA” means the California Consumer Privacy Act of 2018, a data privacy law that provides California consumers with a number of privacy protections, including right to access, delete, and opt-out of the “sale” of their Personal Data.

b. “CPRA” means the California Privacy Rights Act of 2020, a data privacy law that amends and expands upon the CCPA.

c. “Data Controller” means an entity which, alone or jointly with others, determines the purposes and means of Processing of Personal Data, including as applicable “business” as defined by the CPRA.

d. “Data Processor” means an entity which Processes Personal Data on behalf of the Data Controller, including as applicable “service provider” as defined by the CPRA.

e. “Data Protection Laws” mean all privacy or data protection Laws applicable to Fuel50’s Processing of Personal Data under the Agreement or this Addendum, including without limitation the EU Data Protection Laws, UK Data Protection Laws, CCPA and CPRA.

f. “EU Data Protection Laws” means the EU General Data Protection Regulation 2016/679 (“**GDPR**”).

g. “EU-U.S. DPF” means and refers to the EU-U.S. Data Privacy Framework program, which is administered by the International Trade Administration (ITA) within the U.S. Department of Commerce, enabling eligible U.S.-based organizations to self-certify their compliance pursuant to the EU-U.S. DPF. Organizations participating in the EU-U.S. DPF may receive Personal Data from the European Union / European Economic Area in reliance on the EU-U.S. DPF effective July 10, 2023, which is the date of entry into force of the European Commission’s adequacy decision for the EU-U.S. DPF and the effective date of the EU-U.S. DPF Principles, including the Supplemental Principles and Annex I of the Principles. The adequacy decision enables the transfer of EU Personal Data to participating organizations consistent with EU Laws. Further, organizations participating in the UK Extension to the EU-U.S. DPF may receive Personal Data from the United Kingdom and Gibraltar in reliance on the UK Extension to the EU-U.S. DPF effective October 12, 2023, which is the date of entry into force of the adequacy regulations implementing the data bridge for the UK Extension to the EU-U.S. DPF. The data bridge for the UK Extension to the EU-U.S. DPF enables the transfer of UK and Gibraltar Personal Data to participating organizations consistent with UK Laws. More information about the EU-U.S. DPF program, and Fuel50’s certification, are available at the DPF website (<https://www.dataprivacyframework.gov/s/>) and in Fuel50’s Privacy Policy.

h. “EU Standard Contractual Clauses”, “SCCs” or “Clauses” means, where the EU Data Protection Laws apply, the Standard Contractual Clauses forming part of Decision 2021/914/EC (as amended or replaced from time to time), including their appendices and with the relevant Modules and Options set out herein.

i. “Laws” means any applicable national, state, provincial and local laws, rules, regulations, directives, statutes, orders, judgments, decrees, rulings, and enforceable regulatory guidance.

j. “Personal Data” means Client Content relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an

identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

k. "Process" or "Processing" means any operation or set of operations performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

l. "Security Incident" means a Personal Data breach or any unauthorized access or breach of security due to Fuel50's failure to comply with its data privacy and/or security obligations hereunder, leading to, or reasonably believed to have led to, the theft, accidental or unlawful destruction loss, alteration, unauthorized disclosure or access to any Personal Data Processed by Fuel50 under or in connection with the Agreement.

m. "Sub-processor" means a third-party service provider engaged by Fuel50 to assist with the Processing of Personal Data.

n. "UK Data Protection Laws" means the Data Protection Act 2018 and the United Kingdom's version of the GDPR which is part of UK law by virtue of the European Union (Withdrawal) Act 2018 ("**UK GDPR**") and any legislation applicable in the UK in force from time to time relating to privacy or the Processing of Personal Data.

o. "UK Standard Contractual Clauses" means, where the UK Data Protection Laws apply, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner, Version B1.0, as currently set out at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>, and as revised under Section 18 of the International Data Transfer Addendum (the "**UK Addendum**").

2. LIMITATIONS ON USE

a. As the Data Processor, Fuel50 will Process Personal Data solely in accordance with (i) the Agreement or other documented instructions of Client (whether in written or electronic form) provided in accordance with the Agreement or (ii) as otherwise required by applicable Laws, in which case Fuel50 will inform Client of the legal requirement before Processing, unless legally prohibited on grounds of public interest. Client acknowledges and agrees that Client's final and complete instructions regarding the Processing of Personal Data are set out in the Agreement. Any additional or alternate instructions must be agreed in writing by the Parties (and Fuel50 will be entitled to charge a reasonable fee to cover any compliance costs incurred).

b. Fuel50 will ensure that persons authorized to Process Personal Data on Fuel50's behalf have committed themselves to confidentiality obligations or are under an appropriate statutory obligation of confidentiality.

c. As the Data Controller, Client is responsible for ensuring that, in accordance with Data Protection Laws, (i) there is a lawful basis for the collection and Processing of Personal Data and (ii) Client has provided an appropriate privacy policy to Permitted Users and other data subjects.

3. SUB-PROCESSORS

Client agrees that Fuel50 may disclose personal data to its Sub-processors for purposes of providing the Products and Services to Client, provided that Fuel50 will impose on its Sub-processors data protection obligations that are at least as protective of Personal Data as those set forth in this Addendum. Fuel50 has made available to Client a list of its Sub-processors at <https://trust.fuel50.com/subprocessors>, which Sub-processors have been approved by Client via this Addendum. Fuel50 will provide Client with a mechanism to receive notice of any changes to this list. Fuel50 will notify Client of the addition of any new Sub-processors by updating this list at least 30 days before granting the new Sub-processor access to Client Content to allow Client an opportunity to object to the addition. Fuel50 will be liable for the acts or omissions of any Sub-processors to the same extent as if the acts or omissions were performed by Fuel50. Fuel50 will disclose Personal Data only to Sub-processors or as otherwise expressly authorized under the Agreement or this Addendum or as required by applicable Laws.

4. DATA TRANSFERS

a. In providing the Products and Services, and unless expressly agreed otherwise in writing by the Parties, Fuel50 and its Sub-processors may transfer Personal Data to other countries where they have operations,

or as otherwise required by applicable Laws. Fuel50 will implement appropriate measures to protect Personal Data in accordance with this Addendum and in compliance with applicable Data Protection Laws, regardless of the jurisdiction in which it is located.

b. Fuel50 complies with the EU-U.S. DPF and UK Extension thereto. Fuel50 has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. DPF Principles, with regard to the Processing of Personal Data (Non-HR data only) received from the EU/EEA and/or UK/Gibraltar in reliance thereon.

c. Any cross-border transfers of Personal Data will take place only where enforceable data subject rights and effective legal remedies for data subjects are available and appropriate safeguards are in place in relation to the transfer, as provided for by: (a) Fuel50's certified adherence to the EU-U.S. DPF Principles as referenced herein, (b) the SCCs as referenced herein or (c) any other data transfer mechanisms permitted by Data Protection Laws, as appropriate.

5. SECURITY

Fuel50 will implement reasonable technical and organizational safeguards designed to protect Client Content against unauthorized loss, destruction, alteration, access, or disclosure. Fuel50 will require Fuel50 personnel who will be provided access to, or will otherwise process, Client Content, to protect Client Content consistent with the standards set forth in this Addendum. If Fuel50 discovers a Security Incident has occurred, Fuel50 will notify Client in accordance with the Agreement.

6. AUDIT

Upon Client's written request and as applicable, execution of a Fuel50 standard nondisclosure agreement, Fuel50 will provide responses up to once per year to any written questions that Client may reasonably submit for purposes of verifying Fuel50's compliance with this Addendum. If Client reasonably determines that further assessment is required by Laws, then Client at its sole expense may perform a review, once per year during the term (other than where a Security Incident has taken place, in which case Client will be entitled to carry out an additional review within 30 days of Fuel50 notifying Client of such Security Incident), of the relevant policies, procedures and related documentation of Fuel50's Products and Services. The timing, scope and duration of any such review will be mutually agreed by the Parties. Any such review will be conducted in a manner that does not compromise confidentiality obligations to any of Fuel50's other clients or other third parties. Client will ensure that any third-party auditor that Client appoints in connection with a review is (i) not a Fuel50 competitor and (ii) is committed to appropriate confidentiality obligations. Client and/or any third-party auditor will comply with Fuel50's standard policies and procedures when accessing Fuel50's premises or systems.

7. REQUESTS OR COMPLAINTS FROM INDIVIDUALS

Fuel50 will promptly notify Client, unless prohibited by applicable Laws, if Fuel50 receives: (i) any request from an individual with respect to Personal Data Processed by Fuel50, including but not limited to opt-out requests, requests for access and/or rectification, blocking, erasure, requests for data portability, and all similar requests; or (ii) any complaint relating to the Processing by Fuel50 of Personal Data, including allegations that such Processing infringes on a data subject's rights. Client is responsible for responding to such requests and complaints from individuals and Fuel50 will provide such information and assistance as Client may reasonably require to allow Client to comply with its obligations under Data Protection Laws in regard to such requests.

8. RETURN OR DELETION

Upon termination or expiration of the Agreement, Client will be entitled to retrieve its Client Content (including any Personal Data) in accordance with the Agreement; provided that, Client must notify Fuel50 of Client Content that Client wishes to have returned or deleted within 30 days after the effective date of termination or expiration. Fuel50 will delete Client Content from the Products and Services promptly following such retrieval period unless otherwise required by applicable Laws; provided that, Fuel50 will be entitled to retain Personal Data where required by Data Protection Laws or other applicable Laws, or where such data is required for Fuel50's internal record keeping or where it is necessary for use in legal proceedings.

9. EU INTERNATIONAL TRANSFERS

a. With respect to EU-U.S. transfers of Personal Data (non-HR data only), the Parties acknowledge Fuel50's certification of adherence to the EU-U.S. DPF and EU-U.S. DPF principles. Notwithstanding the foregoing, to the extent that such certification is deemed inadequate or inapplicable in connection with any EU

international transfer of Personal Data (including, e.g., HR data), then Fuel50 (acting on its own behalf and as agent for each Fuel50 Affiliate) and Client (acting on its own behalf and as agent for each of its Affiliates) hereby enters into the EU SCCs incorporating:

i. The general clauses (*Clauses 1-6*);

ii. Modules One (*Transfer Controller to Controller*), Two (*Transfer Controller to Processor*), and Four (*Transfer Processor to Controller*) as applicable and the relevant options as specified in the table set out in Section 10 herein; and

iii. With the Annexes populated as set out below:

b. Annex I of the EU SCCs (Details of Data Processing) will be pre-populated with the details set out in Section 11.01 herein; and

c. Annex II of the EU Standard Contractual Clauses (Security Measures) are described in Section 11.02 herein.

d. To the extent that Fuel50's certification of reliance on the EU-U.S. DPF is deemed inadequate or is otherwise inapplicable with respect to an EU international transfer, the EU SCCs will come into effect and before commencing any EU international transfer to or from a Sub-processor, Fuel50 will use its reasonable efforts to enter into the EU SCCs with such Sub-processor, incorporating the general clauses (*Clauses 1-6*) and Module 3 (*Transfer Processor to Processor*).

e. **EU SCCs: Modules and Options.** As applicable, the Parties agree that the following modules and options of the EU SCCs are deemed to be incorporated:

Clause 7 (<i>Docking clause</i>)	Clause 7 will not be incorporated.
Clause 8 (<i>Data protection safeguards</i>)	Modules 1, 2 and 4.
Clause 9 (<i>Use of sub-processors</i>)	Module 2, Option 2, and the specific time period will be as set out herein.
Clause 10 (<i>Data subject rights</i>)	Modules 1, 2 and 4.
Clause 11 (<i>Redress</i>)	Module 1 and 2, and the Option in Clause 11(a) will not be incorporated.
Clause 12 (<i>Liability</i>)	Modules 1, 2 and 4.
Clause 13 (<i>Supervision</i>)	Module 1 and 2, incorporating all paragraphs of Clause 13(a) as applicable.
Clause 14 (<i>Local laws and practices affecting compliance with the Clauses</i>)	Modules 1, 2 and 4.
Clause 15 (<i>Obligations of the data importer in case of access by public authorities</i>)	Modules 1, 2 and 4.
Clause 16 (<i>Non-compliance with the Clauses and termination</i>)	For Clause 16(d) the relevant parts for Modules 1, 2 and 4.
Clause 17 (<i>Governing law</i>)	<p>Modules 1 and 2, Options 1 and 2 as applicable and the law inserted will be the laws of the EU Member State in which the data exporter is established, save that: (i) where such laws do not allow for third-party beneficiary rights; or (ii) the data exporter is not established in an EU Member State, the law will be the laws of Ireland.</p> <p>Module 4 and the law inserted will be the laws of the country stated in the governing law clause of the Agreement, save that where such law does not allow for third-party beneficiary rights, the law will be the laws of Ireland.</p>

Clause 18 (<i>Choice of forum and jurisdiction</i>)	<p>Modules 1 and 2 and the courts inserted will be the courts in the Member State referred to in Clause 17 (<i>Governing law</i>).</p> <p>Module 4 and the country inserted will be the country stated to have jurisdiction in the Agreement, save that where the laws of that country do not allow for third-party beneficiary rights, the country will be the law of Ireland.</p>
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f. **EU SCCs: Details of Data Processing, Security Measures.** As applicable, the Parties agree that Annex I of the EU SCCs will be pre-populated with the following details:

List of Parties	<p><u>Data Exporter:</u></p> <p>Name: the person or entity agreeing to these terms.</p> <p>Address: per Client's Order(s).</p> <p>Contact person's name, position, contact details: per Client's Order(s).</p> <p>Activities relevant to the data transferred under these Clauses: per the Agreement.</p> <p>Role (controller/processor): Data Controller.</p> <p><u>Data importer(s):</u></p> <p>Name: Career Engagement Group, LLC d/b/a Fuel50 (for itself and its Affiliates)</p> <p>Address: 30025 Alicia Parkway, #20-23, Laguna Niguel, California 92677, USA</p> <p>Contact person's name, position, contact details: Lynn Xu, Global Security & Privacy Officer, email: lynn.xu@fuel50.com, tel: +64 29 774 4138</p> <p>Activities relevant to the data transferred under these Clauses: The data importer provides the web-based Software-as-a-Service (SaaS) application known as the Fuel50 CareerDrive™ and related Products and Services.</p> <p>Role (controller/processor): Data Processor.</p>
Description of transfer	<p>Categories of data subjects whose personal data is transferred:</p> <p>CareerDrive™ requires the transfer and processing of personal data about the following categories of data subjects:</p> <ol style="list-style-type: none"> 1. Data exporter's administrators, for the purposes of managing the Master Services Agreement and the data exporter's license to use CareerDrive. 2. Permitted users of CareerDrive, for the purposes of facilitating their access to and use of the platform. 3. Employees of the data exporter where they engage with the platform and upload Content to it. <p>Categories of personal data transferred:</p> <p>CareerDrive facilitates the transfer and processing of the following categories of data, as outlined in the Master Services Agreement:</p> <ol style="list-style-type: none"> 15. Usage Data – this is data generated by the data exporter's access to and usage of the CareerDrive platform, including login credentials, date and time of use, clickstream information, and activity records. Usage Data (a) does not comprise Client Content and (b) is collected by Fuel50 on an anonymized or pseudonymized, and aggregated, basis which does not allow Fuel50 or any third party to determine that such data relates to or was derived from data exporter or its employee/user. Note: this data is not processed on behalf of the data exporter, and Fuel50 is the data controller in respect of this data. 2. Client Content – This is data uploaded to CareerDrive by the data exporter on an employee's behalf, by an employee directly, or generated within CareerDrive by employee engagement with the platform, and includes: <ol style="list-style-type: none"> a. Full name b. Email address c. Current and previous roles d. Role start dates e. Employee identifiers

	<ul style="list-style-type: none"> f. Qualifications g. Experience h. Business unit and location i. Interests j. Talents, values and attributes k. Goals and actions l. Feedback given or received <p>Sensitive data transferred:</p> <p>CareerDrive does not require the transfer or processing of any special categories of data (as defined in article 9(1) of the GDPR).</p> <p>The frequency of the data transfer:</p> <p>Continuous unless otherwise specified in the Agreement.</p> <p>Nature of the processing:</p> <p>CareerDrive facilitates the following processing of personal data on behalf of (and on the instructions of) the data exporter:</p> <ol style="list-style-type: none"> 1. Collection of Client Content, as outlined above, for the purposes of delivering platform Products and Services; 2. Generation, by automated means, of Client Content based on an employee's interaction with, and use of, the platform, such as matching an employee with suitable roles; 3. Use and analysis of Client Content, including by automated means, for the purposes of creating insights and reporting for the data exporter's use; 4. Disclosure of Client Content, on the basis of the employee's own privacy settings, to other of the data exporter's employees; 5. Disclosure of Client Content to the data exporter's leaders and human resources staff, as instructed by the data exporter and where the data exporter has a lawful basis to process this data; 6. Secure storage of Client Content with sub-processor Amazon Web Services (AWS); 7. Retrieval of Client Content on the request of the data exporter or the data subject; and 8. Destruction of Client Content either at the request of the data exporter or on the expiry or termination of the Agreement. <p>As set out in the Agreement, Fuel50 does not process Client Content for any purposes other than those requested by the data exporter and outlined in the Agreement.</p> <p>Purpose(s) of the data transfer and further processing:</p> <p>The purpose of the transfer or processing of Client Content is for provision of the CareerDrive platform and related Products and Services, as more particularly set forth in the Agreement (and Orders or Statements of Work entered into thereunder).</p> <p>The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:</p> <p>The duration of the processing of Client Content described herein under the Agreement is for the term of such Agreement (and Orders or Statements of work entered into thereunder) as such term is defined therein, and not thereafter except if specifically instructed to do so by the data exporter.</p> <p>For transfers to sub-processors, also specify the subject matter, nature and duration of the processing:</p> <p>See Sub-processor notification at https://trust.fuel50.com/subprocessors</p>
Competent supervisory authority	<p>Data Protection Commission 21 Fitzwilliam Square, D02 RD28 Dublin 2, Ireland Tel: +353 76 110 4800 Email: info@dataprotection.ie Website: http://www.dataprotection.ie/</p>

g. EU SCCs: Security Measures. As applicable, the Parties agree that Annex II of the EU SCCs will be pre-populated with the following details:

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the Processing, and the risks for the rights and freedoms of natural persons.

Organizational Security Measures

At an organizational level, Fuel50 has taken the following steps to protect the Personal Data it hosts and Processes:

- Fuel50 has appointed a senior leader as **Data Protection Officer**, who is responsible for ensuring that all Fuel50's activities comply with privacy regulations, including without limitation the GDPR.
- A Group-wide **Security Policy** outlines all security expectations on Fuel50 staff and contractors, and includes:
 - A data classification policy that strictly controls the use of restricted data, which is defined to include Client Content.
 - A data access policy that requires staff to access systems and data only when necessary for the performance of their duties (this is supported by technical controls set out below).
 - A physical security policy that requires staff to adhere to certain security behaviors intended to protect Fuel50's premises, hardware, systems and documents.
 - A data encryption policy that requires all restricted data, including Client Content, to be encrypted in transit and at rest (this is supported by technical controls set out below).
- A Group-wide **Privacy Policy** outlines all privacy expectations on Fuel50 staff and contractors, and requires staff to:
 - Ensure that any Processing of Personal Data (whether as a Data Processor or Data Controller) complies with privacy principles, including purpose limitation, data minimization, accuracy and storage limitation.
 - Apply the principles of Privacy by Design when creating new products or services or changing existing products or services, including ensuring that privacy is the default setting.
 - Complete privacy impact assessments for any significant changes to Products, Services or processes that may impact on Personal Data, including the selection of any new vendors or Sub-processors.
 - Report any privacy risks to the Data Protection Officer, and these must be documented and resolved according to Fuel50's risks assessment procedure.
- An **Incident Management Procedure** ensures that Fuel50 staff and contractors can identify a privacy breach, and understand how to report and manage the breach, including notifying any affected clients as soon as practicable.
- A **security training program** is in place, which includes online security training modules, to ensure that Fuel50 staff understand their security obligations and are mindful of the ways they access and handle Personal Data. Fuel50's Development Team follows the OWASP Top 10 principles of security, and all developers are given security training. Security training is provided to all staff with access to Client data.
- All Fuel50 staff and contractors are required to sign a **confidentiality agreement**.

Technical Security Measures

At a technical level, Fuel50 has taken the following steps to protect the Personal Data it hosts and Processes:

- The Fuel50 CareerDrive platform is hosted in an ISO-27001 and SOC 2 Type II certified data center that uses state-of-the-art physical measures to protect data and has extensive technical and organizational security measures to prevent access at the physical site. All personal data uploaded to the platform is securely hosted by Amazon Web Services (AWS), which is subject to a separate Data Processing

Addendum and has put in place significant data security controls in addition to the foregoing, as outlined at <https://aws.amazon.com/security/>.

- Personal Data in transit to and from the platform, and at rest, is encrypted using HTTPS using an x509 certificate encryption algorithm.
- Users access CareerDrive via HTTPS using an x509 certificate and the API for ingesting data is secured the same way.
- All CareerDrive user accounts are password protected and passwords are security stored and hashed by Fuel50, using Bcrypt and other algorithms.
- Access to data requires a cryptographic key. Fuel50 staff access to Personal Data is limited by access controls based on the staff member's role and requirements, to ensure that only staff who have a need to know can access Personal Data.
- All access to Fuel50 systems and data is audited. Data access is reviewed at least quarterly. Access levels are reviewed on resignation, role change or every 6 months.
- Administrator access to Fuel50 production systems is only possible via the Fuel50 office network in New Zealand or secure (2FA enabled) VPN.
- Backend access to production systems is only achieved through another (2FA) VPN connection from New Zealand Offices.
- The CareerDrive platform has an integrated Hardware Intrusion Detection System (HIDS) and a Network Intrusion Prevention System (NIPS). Both systems are designed to continually monitor the CareerDrive platform for any anomalous behaviour and provide reports to Fuel50 if any suspicious activity is detected.
- Fuel50 has undertaken a third-party audit of data security for the CareerDrive platform. Fuel50 has extensive technical, organizational, and physical security safeguards in place to prevent data loss, damage, disclosure, or destruction. Fuel50 is SOC2-Type II certified. In addition, the CareerDrive platform is subject to annual penetration testing by an independent third-party security firm.
- Client Content maintained in the CareerDrive platform is backed up regularly. Fuel50 has developed processes for disaster recovery and business continuity.

10. UK INTERNATIONAL TRANSFERS With respect to UK-U.S. transfers of Personal Data (non-HR data only), the Parties acknowledge Fuel50's certification of adherence to the UK extension to the EU-U.S. DPF and EU-U.S. DPF principles. Notwithstanding the foregoing, to the extent that such certification is deemed inadequate or inapplicable in connection with any UK international transfer of Personal Data (including, e.g., HR data), then Fuel50 (acting on its own behalf and as agent for each Fuel50 Affiliate) and Client (acting on its own behalf and as agent for each of its Affiliates) hereby agree to process such Personal Data in compliance with the UK SCCs, i.e., the EU SCCs as implemented under this Addendum, with the following modifications:

- a. The EU SCCs will be deemed amended as specified by Part 2 of the UK Addendum;
- b. Tables 1, 2 and 3 in Part 1 of the UK Addendum will be deemed completed respectively with the information set out in Section 11 of this Addendum (as applicable); and
- c. Table 4 in Part 1 of the UK Addendum will be deemed completed by selecting "importer" and "exporter."

11. CCPA, CPRA. To the extent that the processing of Personal Data is subject to CCPA or CPRA:

- a. Client is a "business" and Fuel50 is a "service provider", each as defined under the CCPA and CPRA.
- b. Fuel50 will not: (i) retain, use, disclose or otherwise Process Personal Data other than as provided for in the Agreement or as needed to provide the Products or perform the Services, including to build or improve the quality of the Products or Services, to detect Security Incidents, to protect against fraudulent or illegal activity, to retain Sub-processors in compliance with this Addendum, or as otherwise required or permitted by applicable Laws; (ii) "sell" or "share" Personal Data, as those terms are defined in the CCPA and CPRA; or (iii) Process Personal Data in any manner outside of the direct business relationship between Client and Fuel50.
- c. Client will only disclose Personal Data in connection with the Agreement, and only for the limited and specified purposes of receiving the Products and Services.
- d. Upon written request from Client, Fuel50 will provide written responses (which may include audit report summaries/extracts) to all reasonable requests for information made by Client related to Fuel50's Processing of Personal Data necessary to confirm Fuel50's compliance with this Addendum; provided that Client will not exercise this right more than once in any 12-month rolling period. Notwithstanding the foregoing, Client (or its appointed representatives) may also exercise such audit right of Fuel50's operations and facilities if Client

is expressly requested or required to provide this information to a data protection authority, if Fuel50 has experienced a Security Incident, or as may be required under applicable Data Protection Laws. Such inspections will take place during normal business hours and will be subject to reasonable prior notice. In addition, upon written request from Client, Fuel50 will provide documentation verifying that it no longer retains or uses any Personal Data that Client has made a valid request to Fuel50 to cease using and/or delete. If, under the circumstances, the foregoing steps are insufficient (i) to ensure that Fuel50 uses the Personal Data collected pursuant to the Agreement in a manner consistent with Client's obligations under the CCPA and CPRA and this Addendum or (ii) to stop and remediate Fuel50's unauthorized use of Personal Data, then the Parties will promptly coordinate to determine any additional reasonable and appropriate steps that will be taken to ensure compliance.

e. Each party certifies that it understands the requirements under the CCPA and CPRA.

12. NO OTHER CHANGES Except as expressly set forth in this Addendum, all other terms and conditions of the Agreement will continue and remain in full force and effect. In the event of any conflict between the provisions of this Addendum and the Agreement, the provisions of this Addendum will prevail.

13. GOVERNING LAWS This Addendum will be governed by and construed in accordance with the Laws of the State of California and the federal Laws of the United States of America, without prejudice to the provisions of the Laws of the country where the Client has its principal place of business that cannot be derogated from contractually and without regard to conflict of law principles (as such Laws are applied to agreements entered into and to be performed entirely within the United States between residents of the United States).

14. COUNTERPARTS This Addendum may be signed in counterparts which together will constitute one agreement binding on the Parties, notwithstanding that both Parties are not signatories to the original or same counterpart. If this Addendum is executed in counterparts, no signatory to this Addendum will be bound until both Parties have duly executed a counterpart to this Addendum.

15. CHANGE IN LAWS If any variation is required to this Addendum as a result of a change in or subsequently applicable Data Protection Laws or in the event the certification of adherence to the EU-U.S. DPF and EU-U.S. DPF principles, or the SCCs as clarified, fail as a lawful data transfer mechanism, then either party may provide written notice to the other party of that change in laws. The parties then will discuss and negotiate in good faith any variations to this addendum necessary to address such changes, with a view to agreeing and implementing those or alternative variations as soon as practicable.