

## UATTEND TIME & ATTENDANCE SYSTEM

### END USER LICENSE AGREEMENT

IMPORTANT: READ THIS END USER LICENSE AGREEMENT ("EULA") CAREFULLY BEFORE CONTINUING REGISTRATION. BY CLICKING THE "I ACCEPT" BUTTON YOU SIGNIFY THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO FOLLOW THE TERMS AND CONDITIONS OF THIS EULA, INCLUDING, WITHOUT LIMITATION, THE TERMS AND CONDITIONS OF DOCUMENTS WHICH ARE INCORPORATED BY REFERENCE HEREIN. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS IN THIS EULA, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE UATTEND PLATFORM.

#### A. Definitions.

"Order" refers to your agreement to license the uAttend Time & Attendance System through our website.

"Workwell" or "Workwell Technologies" refers to "Workwell Technologies, Inc."

"uAttend" refers to the uAttend Time & Attendance System and associated software as a service platform provided by Workwell Technologies as well as any other related media form, media channel, mobile website or mobile application.

"You" or "your" refer to any individual or entity ordering or using uAttend.

"Your Data" refers to any data or images that you input, scan or import into uAttend or is derived from uAttend, including, but not limited to, information regarding employees, time cards, hours worked, users, departments, or other data.

"Payment Method" refers to a current, valid, accepted method of payment, as may be updated from time to time and which may include payment through your account with a third party.

As used in this policy, biometric data includes "biometric identifiers" and "biometric information" as defined in the Illinois Biometric Information Privacy Act, 740 ILCS Â§ 14/1, et seq. or such other statutes or regulations that apply in your state or municipality **or in your country if you are located outside of the USA**. "Biometric identifier" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. Biometric identifiers do not include writing samples, written signatures, photographs, human biological samples used for valid scientific testing or screening, demographic data, tattoo descriptions, or physical descriptions such as height, weight, hair color, or eye color. Biometric identifiers do not include information captured from a patient in a health care setting or information collected, used, or stored for health care treatment, payment, or operations under the federal Health Insurance Portability and Accountability Act of 1996.

"Biometric information" refers to any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual. Biometric information does not include information derived from items or procedures excluded under the definition of biometric identifiers.

"Biometric data" refers to personal information stored by Workwell Technologies and/or its vendor(s) about an individual's physical characteristics that can be used to identify that person. Biometric data can include fingerprints, voiceprints, a retina scan, scans of hand or face geometry, or other data.

#### B. Rights Granted.

Upon Workwell Technologies' acceptance of your Order and until your Order is canceled or is otherwise terminated, you have the nonexclusive, non-assignable limited right to use uAttend for your internal business operations subject to the terms of this EULA. You are responsible for your compliance with this EULA. Your rights to use uAttend are subject to this EULA.

You acknowledge that Workwell Technologies has no delivery obligation and will not ship copies of uAttend to you as part of the services. You agree that you do not acquire under the EULA any license to use uAttend in excess of the scope and/or duration of the services, as specified in the Order. Upon the cancelation or termination of your Order, your right to access or use uAttend and the services provided therein shall terminate, subject to the right, for a limited period of time, to obtain a copy of Your Data, as specified herein in Section I.

#### C. Ownership and Restrictions.

You retain all ownership and intellectual property rights in and to Your Data. Workwell Technologies retains all ownership and intellectual property rights to uAttend and its services. You may not remove or modify any program markings or any notice of Workwell Technologies' proprietary rights from uAttend. You may also not make uAttend or any materials associated with uAttend available in any manner to any third party for use in the third party's business operations. You may also not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of uAttend or access or use uAttend or associated services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Workwell Technologies.

You may also not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make uAttend or associated materials available to any third party other than as expressly permitted under the terms of the EULA. No part of uAttend may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means. You also agree to make every reasonable effort to prevent unauthorized third parties from accessing uAttend.

#### D. Updates.

Workwell Technologies may update or enhance uAttend from time to time. You should review any notice of any update and conform to

the instructions provided by Workwell Technologies regarding any update.

#### E. Your Data.

In conjunction with your use of uAttend, Your Data may be input, scanned, imported or derived from uAttend, among other things, to manage employees, time cards, hours worked, users, departments, or for other purposes. You are solely responsible for the content and integrity of Your Data in whatever forms it is imported, exported or derived from uAttend. By agreement to this EULA, you attest that you have rights to Your Data and have permission to use Your Data in conjunction with uAttend.

You should not include any "personal information" regarding any individuals in Your Data. "Personal information" includes, but is not limited to, the following information (as defined in Section 1798.81.5 of the California Civil Code): an individual's first name or first initial and his or her last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted or redacted: (A) Social security number; (B) Driver's license number or California identification card number; (C) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account; and (D) "Medical information," which means any individually identifiable information, in electronic or physical form, regarding the individual's medical history or medical treatment or diagnosis by a health care professional.

Workwell Technologies treats Your Data as confidential and will not provide access to Your Data to any third party. Workwell Technologies may access Your Data to perform services for support, consulting or other services to confirm your compliance with this EULA. This may include testing and applying new product or system versions, patches, updates and upgrades, monitoring and testing system use and performance, and resolving bugs and other issues you have reported to Workwell Technologies. Any copies of Your Data created for these purposes are only maintained for time periods relevant to those purposes.

Workwell Technologies does not use Your Data except as stated above. Through the systems provided, Workwell Technologies may process Your Data, but does not control your collection or use practices for Your Data. You control access to Your Data and any requests or questions related to this data should be directed to you and not Workwell Technologies. You are responsible for providing any notices and/or obtaining any consents necessary for you to input Your Data into uAttend and for Workwell Technologies to access, use, retain and transfer Your Data as specified in this EULA.

Data imported via the mobile application may include captured and scanned images and it is Your responsibility to validate all such data prior to submission for calculation and payroll purposes. Workwell Technologies is not responsible for any inaccuracies in the captured and imported data.

#### F. Security and Breach Notification.

Workwell Technologies is committed to maintaining the security of the services that it provides, including uAttend, and has in place commercially reasonable physical, administrative and technical measures designed to prevent unauthorized access to those services. However, we cannot and do not guarantee the complete security of information you provide to us through your use of uAttend, including Your Data.

You are solely responsible for proper back-up of Your Data and you shall take appropriate measures to protect such data. You are also responsible for any data that is input, derived from, imported to, or exported from uAttend, including to or from any third party applications. Workwell Technologies assumes no liability or responsibility whatsoever if Your Data is lost or corrupted.

If Workwell Technologies determines that Your Data has been misappropriated or wrongly acquired by a third party, Workwell Technologies will promptly report to you such misappropriation or acquisition.

#### G. Warranties, Disclaimers and Exclusive Remedies

Workwell Technologies warrants that the services it will perform are in all material respect in accordance with the EULA and the Order. If the services provided to you for any given month during the services term were not performed as warranted, you must provide written notice to Workwell Technologies at the address listed below no later than five business days after the last day of that particular month detailing the nature of the alleged breach of warranty.

WORKWELL TECHNOLOGIES DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT WORKWELL TECHNOLOGIES WILL CORRECT ALL SERVICE ERRORS. YOU ACKNOWLEDGE THAT WORKWELL TECHNOLOGIES DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. WORKWELL TECHNOLOGIES IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS AND SUCH INTERRUPTIONS DO NOT CONSIST OF A BREACH OF WARRANTY.

WORKWELL TECHNOLOGIES DOES NOT GUARANTEE THE PERFORMANCE OR RELIABILITY OF ANY PROGRAMS OR APPLICATIONS THAT ARE RUN BY THIRD PARTIES THAT CONNECT WITH AND/OR LINK TO UATTEND. YOUR USE OF THESE THIRD PARTY APPLICATIONS OR PROGRAMS IS SUBJECT TO THE TERMS OF USE OF SUCH PROGRAMS AND WORKWELL TECHNOLOGIES IS NOT LIABLE FOR YOUR VIOLATION OF SUCH TERMS OF USE. WORKWELL TECHNOLOGIES IS ALSO NOT LIABLE FOR ANY EXPORT OF YOUR DATA TO ANY THIRD PARTY PROGRAM OR APPLICATION.

FOR ANY BREACH OF THE ABOVE WARRANTY, WORKWELL TECHNOLOGIES WILL REMIT A SERVICES FEE CREDIT TO YOU CALCULATED AT FIVE PERCENT (5%) OF NET MONTHLY FEES FOR THE APPLICABLE SERVICES FOR THE MONTH IN WHICH THE BREACH OCCURRED. THE CREDIT WILL BE PROVIDED ONLY TOWARDS ANY OUTSTANDING BALANCE FOR SERVICES OWED TO WORKWELL TECHNOLOGIES, AND THE REMITTANCE OF SUCH CREDIT WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND WORKWELL TECHNOLOGIES' SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THE AGREEMENT.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### H. End of Agreement.

As specified herein, Services provided under this EULA shall be provided for the period defined in the Order, as renewed by your making ongoing monthly payments specified in the Order, unless early terminated in accordance with the EULA or by your failure to pay such monthly

payments. The term of the services and any renewals are collectively defined as the "services term." At the end of the services term, all rights to access or use the services, including uAttend, shall end. In addition, Workwell Technologies may immediately suspend your password, account, and access to or use of the services (i) if you fail to pay Workwell Technologies, or (ii) if you violate any provision of this EULA and do not cure such violation within 30 days of Workwell Technologies' initial notice thereof. Any suspension by Workwell Technologies of the services for violation of any provision of the EULA shall not excuse you from your obligation to make payment(s) as agreed in the Order.

Provisions that survive termination or expiration of the EULA are those relating to limitation of liability, payment and others which by their nature are intended to survive.

I. Retrieval of Your Data

In the event of the termination of the EULA under Paragraph H, Workwell Technologies may permit you to access the services solely to the extent necessary for you to retrieve Your Data then in the services environment. You agree and acknowledge that Workwell Technologies has no obligation to retain Your Data and that Your Data may be irretrievably deleted after 30 days following the termination of the EULA.

J. Fees.

You agree to pay for all services as set forth in the Order. All fees due under this agreement are non-cancelable and the sums paid nonrefundable.

K. Nondisclosure.

By virtue of this EULA and uAttend, the parties may have access to information that is confidential to one another. We each agree to disclose only information that is required for the performance of obligations under this agreement. Confidential information shall include Your Data and all information clearly identified as confidential at the time of disclosure.

L. Entire Agreement.

You agree that the information which is in this EULA and is incorporated into this agreement, including the Order, is the complete agreement for the services ordered by you, and that the agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such services. If any term of this EULA or the Order is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purposes and intent of the agreement. The EULA and the Order may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of you and Workwell Technologies.

M. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THE AGREEMENT), DATA, OR DATA USE. WORKWELL TECHNOLOGIES' MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS EULA, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO WORKWELL TECHNOLOGIES FOR THE SERVICES UNDER THE ORDER THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. ANY DAMAGE IN YOUR FAVOR AGAINST WORKWELL TECHNOLOGIES SHALL BE REDUCED BY ANY REFUND OR CREDIT RECEIVED BY YOU UNDER THE AGREEMENT AND ANY SUCH REFUND AND CREDIT SHALL APPLY TOWARDS THE LIMITATION OF LIABILITY.

N. Choice of Law and Dispute Resolution.

Choice of Law. This EULA is governed by the substantive and procedural laws of California without regard to its conflict of laws principles. You and Workwell Technologies agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Diego County in California in any dispute arising out of or relating to the agreement.

Dispute Resolution. Any controversy or claim arising out of or relating to this this EULA or relating to the services provided by Workwell Technologies, the parties' relationship, the enforcement or interpretation of this EULA, or because of an alleged breach, default or misrepresentation in connection with this EULA, shall be determined by final, binding and confidential arbitration. The arbitration proceedings shall be held and conducted by a single arbitrator in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS (the "JAMS Rules"), as modified by this Agreement. Such arbitration shall take place in San Diego, California, and be initiated by any party in accordance with the JAMS Rules. The demand for arbitration shall be made by any party hereto within a reasonable time after the claim, dispute or other matter in question has arisen, and in any event shall not be made after the date when institution of legal proceeding, based on such claim, dispute or other matter in question, would be barred by the applicable statute of limitations. California Code of Civil Procedure Section 1283.05, which provides for certain discovery rights, shall apply to any such arbitration, and such Code Section is incorporated herein by reference. Discovery issues shall be decided by the arbitrator. Post-hearing briefs shall be permitted. The arbitrator shall render a decision within twenty (20) days after the conclusion of the hearing(s). In reaching a decision, the arbitrator shall have no authority to change, extend, modify or suspend any of the terms of this Agreement, or to grant an award or remedy any greater than that which would be available from a court under the statutory or common law theory asserted. The arbitrator shall issue a written opinion that includes the factual and legal basis for any decision and award. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of California or federal law, or any of them, as applicable to the claim(s) asserted. Judgment on the award may be entered in any court of competent jurisdiction. In addition, either party may seek, from a court of competent jurisdiction in Los Angeles County, provisional remedies or injunctive relief in support of their respective rights and remedies hereunder without waiving any right to arbitration. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall allocate all costs and expenses of the arbitration (including legal and accounting fees and expenses of the respective parties) to the parties in the proportions that reflect their relative success on the merits (including the successful assertion of any defenses).

O. Other.

- Workwell Technologies is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us.

- You shall obtain at your sole expense any rights and consents from third parties necessary for Workwell Technologies to perform the services under the agreement and for Your Data.

- If you have a dispute with Workwell Technologies or wish to provide other notice, please provide notice to Workwell Technologies, 2777 Loker Avenue West, Suite A, Carlsbad, California 92010.

- You may not assign the EULA or give or transfer the services described therein or an interest in them to another individual or entity.

- Except for actions for nonpayment or breach of Workwell Technologies' proprietary rights, no action, regardless of form, arising out of or relating to the agreement may be brought by either party more than two years after the cause of action has accrued.

#### P. Force Majeure

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party.

#### Q. Restrictions on Use of the Services.

You agree not to use or permit use of uAttend that violates applicable laws, ordinances or regulations. In addition to any other rights afforded to Workwell Technologies under the agreement, Workwell Technologies reserves the right to remove or disable access to any material that violates the foregoing restrictions. Workwell Technologies shall have no liability to you in the event that Workwell Technologies takes such action. You agree to defend and indemnify Workwell Technologies against any claim arising out of a violation of your obligations under this section.

#### R. Statistical Information.

Workwell Technologies may compile statistical information related to the performance of the services, and may make such information publicly available, provided that such information does not incorporate Your Data and/or identify your confidential information or include your company's name. Workwell Technologies retains all intellectual property rights in such information.

#### S. Third Party Web Sites.

UAttend may enable you to add links to web sites and access to content, references to products and services of third parties, including vendors, users, customers, and other third parties. Workwell Technologies is not responsible for any third party web sites or the content related to third parties provided on or through the services and you bear all risks associated with the access to the web sites and input of data into uAttend.

#### T. Third Party Services and Fees

These Services may be integrated with third party applications, websites, and services ("Third Party Applications") to make available content, products, and/or services to you. These Third Party Applications may have their own terms and conditions of use and privacy policies and your use of these Third Party Applications will be governed by and subject to such terms and conditions and privacy policies. By submitting your payment details and enrolling in a Third Party Application, you accept and (i) consent to us using your payment details in accordance with our Privacy Policy to process payments on behalf of Third Party Applications for the use of their services. Workwell does not endorse and is not responsible or liable for the behavior, features, or content of any Third Party Application or for any transaction you may enter into with the provider of any such Third Party Applications.

#### V. Cancellations

You may cancel your uAttend subscription at any time during the subscription term by submitting a cancellation request via your uAttend online account (by accessing the "Account Settings" page on your web portal, clicking the "Cancel Account" link, and providing the information requested) or contacting us by email, phone, or mail. In such case, your subscription will terminate on the day specified by you or at the end of the subscription term for which you have paid, and you will not receive any refund for any unused days of such subscription term.

Mobile application may be uninstalled at user's discretion.

#### W. Mobile Application License - Use License

If you access uAttend via a mobile application, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms contained in this End User License Agreement. You shall not: (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application; (5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which is not designed or intended; (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (8) use the application to send automated queries to any website or to send any unsolicited commercial e-mail; or (9) use any proprietary information or any of our interfaces or our other intellectual property in design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

#### X. Mobile Application License - Apple and Android Devices

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an "App Distributor") to access uAttend: (1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in this End User License Agreement or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application; (3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application; (4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a

"terrorist supporting" country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in this End User License Agreement, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in this End User License Agreement against you as a third-party beneficiary thereof.

If you would like to contact us to cancel your subscription, we can be reached at:

Email - [info@workwelltech.com](mailto:info@workwelltech.com)

Phone - (800) 518-8925

Or write to us at:

Workwell Technologies

2777 Loker Ave. West, Suite A

Carlsbad, CA 92010

United States of America

#### Y. Biometric Data Disclosure and Authorization

Workwell Technologies' customers are responsible for compliance with all applicable laws **in the country or countries in which they operate and have employees located** and for adopting their own biometric data privacy policies with their employees. To the extent required by law, you, your vendors, and/or the licensor of your time and attendance software that collect, capture, or otherwise obtain biometric data relating to an employee, must first:

1. Inform your employee in writing that you, your vendors, including Workwell Technologies and its cloud service vendors, and/or the licensor of your time and attendance software are collecting, capturing, or otherwise obtaining the employee's biometric data, and that you are providing such biometric data to your vendors and the licensor of your time and attendance software;
2. Inform the employee in writing of the specific purpose and length of time for which the employee's biometric data is being collected, stored, and used; and
3. Receive a written release signed by the employee (or his or her legally authorized representative) authorizing you, your vendors, including Workwell Technologies, and/or the licensor of your time and attendance software to collect, store, and use the employee's biometric data for the specific purposes disclosed by you, and for you to provide such biometric data to your vendors, including Workwell Technologies and the licensor of your time and attendance software.

You, your vendors, including Workwell Technologies, and/or the licensor of your time and attendance software will not sell, lease, trade, or otherwise profit from employees' biometric data; provided, however, that your vendors, including Workwell Technologies, and the licensor of your time and attendance software may be paid for products or services used by you that utilize such biometric data.

#### Disclosure

You will not disclose or disseminate any biometric data to anyone other than vendors, such as cloud service providers, and the licensor of your time and attendance software providing products and services using biometric data without/unless:

1. First obtaining written employee consent to such disclosure or dissemination;
2. The disclosed data completes a financial transaction requested or authorized by the employee;
3. Disclosure is required by state or federal law or municipal ordinance; or
- d. Disclosure is required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction.

#### Retention Schedule

Workwell will permanently destroy an employee's biometric data from Workwell's systems, or the systems of Workwell vendor(s) within one (1) year, when, the first of the following occurs:

- The initial purpose for collecting or obtaining such biometric data has been satisfied, such as the termination of the employee's employment with the Company, or the employee moves to a role within the Company for which the biometric data is not used; or
- You request to discontinue your uAttend services.

You may delete biometric data IDs and templates for employees upon your discretion directly through the cloud portal and on devices.

Workwell will permanently destroy all your other data from Workwell's systems, or the systems of Workwell vendor(s), within one (1) year of

your request to discontinue your uAttend services.

## Z. Data Storage

You shall use a reasonable standard of care to store, transmit and protect from disclosure any paper or electronic biometric data collected. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which you store, transmit and protect from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.

## AA. Renewals

In order to provide continuous service, Workwell Technologies automatically renews all paid subscriptions on a monthly basis for the Services on the anniversary date such subscriptions originate. We always communicate renewal periods, before you finalize the purchase of your subscription, upon confirmation of purchase, and in the body of any special promotions sent to you. By entering into this Agreement, you acknowledge that your account will be subject to the above-described automatic renewals. In all cases, if you do not wish your account to renew automatically, please follow the directions set out under "Cancellations".

## AB. Customer Reference.

You agree that Workwell Technologies may identify you as a recipient of services and use your logo in sales presentations, marketing materials and press releases.