



TERMS AND CONDITIONS FOR SERVICES

Updated August 2022

CIC provides unique, comprehensive diversity, equity and inclusion (“DEI”) Programs focused on systemic change with a focus on culture as well as individual behavior modification to create equity in the workplace and equality in the world. Client’s execution of any CIC Proposal, Statement of Work, or any applicable Change Order thereto, under which CIC agrees to provide services to Client, is subject to the following terms and conditions of service:

1. SCOPE OF SERVICES

1.1. Project Services. CIC and its subcontractors, if applicable, shall provide services to Client on a project-by-project basis (“Services”). The Services for each project shall be specified in detail, with appropriate target deliverables and projected costs, in one or more Proposal, Statement of Work, or applicable Change Order thereto (together, also referred to herein as the “Agreement”).

1.2. Conduct of Services. All Services shall be performed in a workmanlike and professional manner by CIC, its employees and/or subcontractors, having a level of skill commensurate with the requirements of the Agreement. CIC shall require its personnel and/or subcontractors at all times to observe the security and safety policies of Client provided to CIC in writing.

1.3. Changes to Statements of Work. Client may revise or change its requirements in any Statement of Work by executing a Statement of Work specifying a Change Order. In the event such changes impact the time needed for deliverables or the cost estimated in the original Statement of Work, CIC shall not be liable for any delayed delivery or increased cost.

1.4. Acceptance. Within ten (10) business days of delivery by CIC of the written documents or other deliverables (“Deliverables”) identified in an applicable Statement of Work, Client, with the assistance of CIC if requested by Client, will examine and test each of the Deliverables, to determine whether the Deliverables conform to the specifications set forth in the applicable Statement of Work. Before the ten (10) day evaluation period is over, Client will provide CIC with a written notice of acceptance of such Deliverables.

1.5. No Restriction. Provided CIC complies with the provisions of Section 8., (Proprietary Information) below, Client acknowledges and understands that CIC may perform similar services for other third parties. Client hereby agrees that nothing contained in the Agreement shall prevent CIC from performing such similar services.

2. METHOD OF PERFORMING SERVICES

2.1. Method of Performing Services. CIC shall have the right to determine the method, location, details, and means of

performing the Services. Client shall have no right to, and shall not, control the manner or determine the method of accomplishing the Services. Client shall, however, be entitled to exercise broad general power of supervision and control over the results of work performed by CIC and its personnel to ensure satisfactory performance, including the right to inspect, the right to stop work, the right to make suggestions or recommendations as to the details of the work, and the right to propose modifications to the Services.

2.2. Scheduling. CIC will try to accommodate work schedule changes where possible. Should any personnel of CIC be unable to perform scheduled services because of illness, resignation, or other causes beyond CIC's reasonable control, CIC will attempt to replace such individuals within a reasonable time, but CIC shall not be liable for delays resulting from factors beyond its control.

3. CLIENT RESPONSIBILITIES

3.1. Client is responsible for:

- a) Identifying Client's needs and specifications for the Deliverables and communicating these to CIC;
- b) Determining whether the Deliverables which CIC proposes to deliver will achieve the results Client desires; and
- c) Providing CIC such access to Client's premises and arranging for any other necessary logistics that may be necessary for CIC to perform the Services under the Agreement.

4. FEES, EXPENSES, AND PAYMENT

4.1. Fees. As compensation for the Services, Client shall pay CIC the fees and expenses set forth in the Agreement, including any Proposal, Statement of Work or Change Order thereto, as applicable.

4.2. Payments. CIC shall submit invoices to Client for payment of all outstanding amounts as set forth in any applicable Statement of Work. Client will pay each invoice in U.S. currency, in accordance with the applicable Statement of Work and this Section 4., within fifteen (15) days of receipt of such invoice.

4.3. Reimbursement of Expenses. In addition to the foregoing, Client shall pay CIC its actual out-of-pocket expenses incurred in furtherance of its performance under any applicable Statement of Work including but not limited to any other expenses outlined in any applicable Proposal or Change Order. Client shall pay all such expenses within fifteen (15) days of receipt of such invoices. CIC agrees to provide Client with access to such receipts, ledgers, and other records as may be reasonably appropriate for Client or its accountants to verify the amount and nature of any such expenses.

4.4. Dispute. Unless Client notifies CIC in writing within ten (10) business days of its receipt of an invoice that Client disputes the invoice, Client shall be deemed to accept the invoice, and shall pay the invoice in full when due.

5. TREATMENT OF PERSONNEL

5.1. Compensation of CIC's Personnel. CIC shall bear sole responsibility for payment of compensation to its personnel for performing the Services. CIC shall pay and report to the appropriate state and federal authorities, for all personnel assigned to Client's work, federal and state income tax withholding, social security taxes, and unemployment insurance applicable to such personnel of CIC. CIC shall bear sole responsibility for any health or disability insurance, retirement benefits, or other welfare or pension benefits, if any, to which such personnel may be entitled.

5.2. State and Federal Taxes. As neither CIC nor its personnel are Client's employees, Client shall not take any action or provide CIC's personnel with any benefits or commitments inconsistent with any of such undertakings by CIC. In particular:

- a) Client will not withhold FICA (Social Security) from its payments to CIC.
- b) Client will not make state or federal unemployment insurance contributions on behalf of CIC or its personnel.
- c) Client will not withhold state and federal income tax from payment to CIC.
- d) Client will not make disability insurance contributions on behalf of CIC.
- e) Client will not obtain workers' compensation insurance on behalf of CIC or its personnel.

6. TERM AND TERMINATION

6.1. Term. The initial term of Client's engagement with CIC shall commence on the Effective Date of the CIC Proposal or Statement of Work, and shall continue through the completion of the Services set forth therein and thereafter for so long as Client seeks or obtains Services from CIC pursuant to any supplemental Statements of Work.

6.2. Termination. The Agreement may be terminated by either party at any time, for any reason, with or without cause by giving the other party thirty (30) business days' written notice. If Client terminates for convenience, it will pay CIC for all fees and expenses incurred by CIC up to the date of termination, including but not limited to, all pro rata payments for Services in progress under a flat fee compensation schedule set forth in an applicable Statement of Work based on the percentage of work then completed plus the full amount of payment attributable to Services already furnished by CIC in accordance with Section 4. (Fees, Expenses, and Payment), above and Section 6.3. (Remaining Payments), below. The Agreement may also be terminated if either party materially breaches any obligation under the Agreement and the breaching party fails to cure such breach within fifteen (15) days of receipt of written notice of such breach. Notwithstanding the foregoing, the cure period for any failure of Client to pay fees and charges due under the Agreement shall be five (5) days from the date of receipt by Client of notice of such failure; provided, however, CIC reserves the right to immediately suspend performance of Services under the Agreement pending payment of all past due invoices.

6.3. Remaining Payments. Within thirty (30) days of termination of the Agreement for any reason, CIC shall submit to Client an itemized invoice for any fees or expenses accrued under the Agreement. Client agrees to pay such invoice pursuant to Section 4.(Fees, Expenses, and Payment), above.

6.4. Survival. Notwithstanding any termination of the Agreement, the terms of Sections 4. (Fees, Expenses, and Payment), 6. (Term and Termination), 7. (Ownership Rights), 8. (Proprietary Information), 9.(Confidentiality), 10. (Limitation of Liability), and 12. (Indemnification) shall continue in full force and effect.

7. OWNERSHIP RIGHTS

7.1 Ownership. As between Client and CIC, except as set forth below in this Section 7 (Ownership Rights), all right, title and interest, including copyright interests and any other intellectual property, in and to the Deliverables produced or provided by CIC under the Agreement shall be the property of CIC. To the extent of any interest of Client therein, Client agrees to assign and, upon its creation, automatically assigns to CIC the ownership of such Deliverables, including copyright interests and any other intellectual property therein, without the necessity of any further consideration.

7.3 Client Data. All right, title and interest in and to any data relating to Client's business are and shall remain the property of Client, whether or not supplied to CIC.

7.4 Third-Party Interests. Client's interest in and obligations with respect to any programming, materials, or data to be obtained from third-party vendors, regardless of whether obtained with the assistance of CIC, shall be determined in accordance with the agreements and policies of such vendors.

8. PROPRIETARY INFORMATION

8.1. Trade Secrets. The parties acknowledge that, in order to perform the Services, it may be necessary for the parties to disclose to each other certain Trade Secrets that one or both of the parties have developed at great expense and that have required considerable effort of skilled professionals. The parties acknowledge that the Services and any services under Statement(s) of Work, may incorporate such Trade Secrets. The receiving party agrees that it shall not disclose, transfer, use, copy, or allow access to any such Trade Secrets to any employees or to any third parties, excepting those who have a need to know such Trade Secrets in order to give effect to the parties' rights under the Agreement and who have bound themselves to respect and protect the confidentiality of such Trade Secrets. In no event shall either party disclose any such Trade Secrets to any competitors of the other.

8.2. Scope of Restriction. As used in the Agreement, the term "Trade Secret(s)" shall include, but not be limited to, information encompassed in all copyrights, content, processes, and procedures that are commercially valuable to either Client or CIC, know-how, plans, proposals, marketing and sales plans, Client lists, files, financial information, costs, pricing information, information regarding prospects, and all concepts or ideas in or reasonably related to the business of either Client or CIC (whether or not conceived by Client or CIC, including their employees or agents) and not generally known in the industry.

8.3. Unfair Competition. Each party acknowledges and agrees that the sale or unauthorized use or disclosure of any of the

other party's Trade Secrets, including information concerning either party's current or any future and proposed work, services or products, the facts that any such work, services, or products are planned, under consideration, or in production, as well as any descriptions thereof, constitute unfair competition. Each party promises and agrees not to engage in any unfair competition with the other, either during the term of the Agreement or at any time thereafter.

9. CONFIDENTIALITY

9.1. Definition. Each party agrees that information disclosed to it by the other party ("Disclosing Party") including, but not limited to, information learned from such party's property, that relates to its products, designs, business plans, business opportunities, finances, research, development, know-how, personnel, or third party confidential information, and the terms and conditions of the Agreement, will be considered and referred to collectively in the Agreement as "Confidential Information." Confidential Information, however, does not include information that 1) is now or subsequently becomes generally available to the public through no fault or breach on the part of the recipient of such Confidential Information ("Recipient"); 2) Recipient can demonstrate to have had rightfully in its possession prior to disclosure by the Disclosing Party such Confidential Information; 3) is independently developed by the Recipient without the use of any Confidential Information of the Disclosing Party; or 4) Recipient rightfully obtains from a third party who has the right to transfer or disclose it.

9.2. Nondisclosure and Nonuse of Confidential Information. The Recipient of Confidential Information agrees that it will not disclosure, publish, or disseminate Confidential Information of the Disclosing Party to anyone other than those of its employees with a demonstrated need to know, and Recipient agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. Recipient agrees to use any Confidential Information disclosed to it solely for the purposes contemplated by the Agreement and not otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of the Disclosing Party in each instance. All Confidential Information remains the property of the Disclosing Party. Recipient shall enter into appropriate agreements, if Recipient has not already done so, to protect the Confidential Information. Recipient shall not use Confidential Information at any time for any purpose other than as instructed by the Disclosing Party.

10. LIMITATION OF LIABILITY

10.1. CIC makes no warranties, express or implied, with respect to the services. the services are rendered on an "as is" basis. CIC disclaims all such warranties including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. CIC does not warrant or promise that the services or products of the services will be error free.

10.2. Neither party shall be liable for any indirect, special, incidental or consequential damage, whether arising in contract or in tort in connection with the Agreement or the services performed under the Agreement. a party's liability with respect to the Agreement, from all causes of action in the aggregate shall not exceed the amounts paid by Client to CIC under the Agreement.

11. HIRING OF CIC'S PERSONNEL

11.1 Additional Value from Hiring. Client acknowledges that CIC provides a valuable service by identifying and assigning personnel for Client's work. Client further acknowledges that Client would receive substantial additional value, and CIC would be deprived of the benefits of its workforce, if Client directly hires CIC's personnel after they have been introduced to Client by CIC.

11.2 No Hiring Without Prior Consent. Without the prior written consent of CIC, Client shall not recruit or hire any personnel of CIC who are or have been assigned to perform work until one (1) year after the termination of the Agreement.

11.3 Hiring Fee. In the event that Client hires any personnel of CIC who are or have been assigned to perform work for Client within one (1) year of the date of such hiring, Client shall pay CIC an amount equal to twenty-five percent (25%) of the total first year compensation Client pays such personnel as a fee for the additional benefit obtained by Client.

12. INDEMNIFICATION

12.1. Indemnification by Client. Subject to Section 10.2. above, Client shall defend, indemnify, and hold harmless CIC from and against any finally awarded damages resulting from any claims arising under the Agreement as a result of infringement of any third party's intellectual property rights by CIC's use of hardware, software or other information or documentation provided by Client in accordance with the Agreement other than those arising out of or relating to CIC's gross recklessness, willful misconduct or bad faith.

12.2. Indemnification by CIC. Subject to Sections 10.1. and 10.2. above, CIC shall defend, indemnify, and hold harmless Client from and against any finally awarded damages resulting from any claims arising out of or relating to the Services.

12.3. Conditions for Indemnification. The foregoing indemnities are conditioned on (1) prompt written notice by the party seeking indemnification; (2) cooperation in the defense of the claim, demand, or action; and (3) obtaining the prior written approval by the indemnifying party of any settlement or offer of settlement.

13. MISCELLANEOUS

13.1. Severability. In the event that any provision of the Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of the Agreement shall remain valid and enforceable according to its terms. without limiting the foregoing, it is expressly understood and agreed that, in the event any remedy under the Agreement is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth in the Agreement shall remain in full force and effect.

13.2. Modifications, Amendments, and Waivers. The Agreement may not be modified or amended, including by custom, usage of trade, or course of dealing, except by an instrument in writing signed by duly authorized officers or representatives of both of the parties. Performance of any obligation required of a party under the Agreement may be waived only by a written waiver signed by a duly authorized officer or representative of the other party, which waiver shall be effective only with respect to the specific obligation described in such waiver. The waiver by either party of a breach of any obligation of the other shall not operate or be construed as a waiver of any

subsequent breach of the same provision or any other provision of the Agreement.

13.3. No Set Off. Notwithstanding anything to the contrary in the Agreement, Client hereby waives its right to suspend or set off any payment obligation to CIC on any basis whatsoever.

13.4. Independent Contractors. The parties are and shall be independent contractors to one another, and nothing in the Agreement shall be deemed to cause the Agreement to create an agency, partnership, or joint venture between the parties. Nothing in the Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and either CIC or any employee or agent of CIC.

13.5. Parties in Interest. The Agreement is enforceable only by CIC or Client. The terms of the Agreement are not a contract or assurance regarding compensation, continued employment, or benefit of any kind to any personnel assigned to Client's work, or any beneficiary of any such personnel, and no such personnel (or any beneficiary thereof) shall be a third-party beneficiary under or pursuant to the terms of the Agreement.

13.6. Governing Law. The Agreement shall be construed and enforced in accordance with the laws of the State of California. The parties agree that the venue for any dispute under the Agreement shall be Santa Mateo County, California.

13.7. Force Majeure. Neither party shall be responsible for any failure to perform due to unforeseen circumstances or to causes beyond the parties' reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials. In the event of any such delay, either party may defer any delivery dates for a period equal to the time of such delay. Notwithstanding the foregoing, if either party is in default under this Section for more than forty-five (45) days, the non-defaulting party may terminate the Agreement.

13.8. Notices. Unless otherwise specifically provided, all notices required or permitted by the Agreement shall be in writing and may be delivered personally, or may be sent by certified mail, return receipt requested, to the addresses at the top of the Agreement, unless the parties are subsequently notified of any change of address under the terms of the Agreement. Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; and (2) by certified mail, five (5) business days after delivery to the U.S. postal authorities by the party serving notice.

13.9. Taxes. Unless otherwise agreed between CIC and Client, CIC and Client shall each have sole responsibility for collecting, reporting, and/or paying all income, sales, excise, property, value-added tax, and other taxes imposed by any governmental authority as they pertain to CIC's and Client's respective duties, obligations, and performance hereunder.

13.13. Mediation. The parties agree that they shall endeavor to settle any dispute that arises under the Agreement by Mediation. The parties agree to conduct the mediation in Santa Clara County with a third party referred by the American Arbitration Association under its rules for Mediation. The cost of mediation shall be borne equally by the parties.

13.10. Arbitration. Any controversy or claim arising out of or relating to the Agreement or the breach thereof that has failed to

settle mediation above shall be settled by arbitration in the Santa Clara County, California, administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator may award monetary damages, punitive damages, injunctive relief, rescission, restitution, costs and attorney's fees. The arbitration award shall be final and binding regardless of whether one of the parties fails or refuses to participate in the arbitration. The arbitrator shall not have the power to amend the Agreement in any respect. Notwithstanding the foregoing, the parties agree that this Section does not apply to the breach of provisions pertaining to confidentiality and proprietary rights, and that either party may petition a court of law for injunctive relief and such other rights and remedies as it may have at law or equity against such breaches.

13.11. Attorneys' Fees. In the event of any dispute with respect to the Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other costs and expenses incurred in resolving such dispute.