

THIRD-PARTY SERVICES TERMS

Third-Party Services purchased by Customer pursuant to a Schedule shall be governed by these Third-Party Services Terms. Terms of these Third-Party Services Terms supersede the terms in the Agreement with regards to any Third-Party Services.

1. Definitions

- 1.1. “Agreement” means the agreement by and between WFS and Customer governing the provisioning of the SaaS Services.
- 1.2. “Authorized Users” means Customer’s employees, consultants, and other authorized users.
- 1.3. “Customer” shall mean the party purchasing SaaS Services pursuant to the Agreement.
- 1.4. “Regulatory Content and Data” means legal or regulatory content, reference materials, or data supplied by Third-Party Content Vendors as a function of select optional Third-Party Services.
- 1.5. “SaaS Service(s)” means the WFS software-as-a-service platform, together with updates and upgrades thereto, to which Customer is provided use and access rights in accordance with the Agreement and the applicable Schedule.
- 1.6. “Schedule” means one or more written orders setting forth the SaaS Services and Third-Party Services to be delivered to the Customer, which is signed by both WFS and the Customer and which references the Agreement.
- 1.7. “Third-Party Content Vendors” means CCH Incorporated, its licensors and Affiliates, and any other firm which provides regulatory content, data or legal reference materials in the SaaS Service.
- 1.8. “Third-Party Services” means ancillary services provided by third parties which, if ordered by Customer, will be included on an applicable Schedule.

2. Terms and Conditions

- 2.1. WFS shall provide access to the Third-Party Services specified in the Schedules for the term specified and for the fees indicated. Any usage of the Third-Party Service in excess of the amounts specified in the Schedules shall be billed to the Customer as incurred at 125% of the unit prices specified in the Schedule. Third-Party Services are non-cancelable and non-refundable for the term specified. At the end of the term specified, the Third-Party Services shall automatically renew for additional one-year periods unless either party provides written notice to the other at least sixty (60) days prior to the end of the then current term. The per-unit pricing during any such renewal term shall increase by 5% per year over the base prices listed in the Schedules for the relevant Third-Party Services in the immediately prior term. Customer may be required to use a compatible version of the SaaS Service to access the Third-Party Services. Such use of the Third-Party Services shall be restricted to Customer’s Authorized Users. Customer shall take necessary steps to prevent unauthorized use of the Third-Party Services by third parties using its passwords and shall be liable for any such unauthorized use.

- 2.2. Third-Party Services, including the Leave Regulation Update Service, may involve services and materials provided by third parties (“Third-Party Services” and “Third-Party Providers” respectively) including legal and related content (the “Regulatory Content”). The Regulatory Content may be provided by the Third-Party Providers and/or by WFS. Access to the Regulatory Content and Third-Party Services may involve additional terms and conditions, which can be accessed via the web pages of the Third-Party Providers. WFS will make commercially reasonable efforts to communicate any policies, requirements, or guidelines of those third parties to Customer. Customer agrees to be bound to such additional terms and conditions. ANY ACTUAL OR ALLEGED VIOLATION OF A THIRD-PARTY POLICY, REQUIREMENT, OR GUIDELINE BY CUSTOMER MAY RESULT IN A TERMINATION OF SERVICE AND IS CUSTOMER’S RESPONSIBILITY.
- 2.3. Customer acknowledges that the Third-Party Service may be subject to limitations, delays, and other problems which are beyond the control of WFS and that WFS shall have no liability for any delays, failures, or unavailability resulting from such problem. Notwithstanding anything else in this Agreement, in the event that a Third-Party Service fails or is not available, WFS’s sole and exclusive liability in any way related to such unavailability of the Third-Party Service will be to return the fees paid for the Third-Party Service for the period of time the Third-Party Service was unavailable. This Section survives the termination of the Agreement.
- 2.4. Notwithstanding anything else in the Agreement, including, but not limited to, claims for breach of confidentiality and data security, or Intellectual Property Right infringement, (a) WFS and Third-Party Providers shall have no liability whatsoever for the Regulatory Content and Third-Party Services and does not provide any warranties; (b) WFS assumes no responsibility regarding any Customer content, materials, data, and information used in any text messages as part of a Third-Party Service and Customer understands that such data will not be encrypted, and agrees to not send Social Security numbers, national identification numbers, payroll information, or other data considered sensitive in nature via text messages; (c) the Regulatory Content and Third-Party Services are the copyrighted materials of WFS, the Third-Party Providers or its licensors and they exclusively reserve all rights and interests in such; (d) THE THIRD PARTY PROVIDERS SHALL HAVE NO LIABILITY TO THE CUSTOMER; (e) THE REGULATORY CONTENT AND THIRD PARTY SERVICES ARE PROVIDED ON AN “AS, IS” BASIS AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED; and (f) THE THIRD-PARTY CONTENT PROVIDERS AND WFS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE REGULATORY CONTENT AND THIRD-PARTY SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, UNINTERRUPTED USE, TITLE, QUIET ENJOYMENT AND INFORMATION COMPLETENESS, CURRENCY OR ACCURACY. TO THE EXTENT SUCH DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. This Section survives the termination of the Agreement.
- 2.5. Access to the Compliance Portal (if ordered by Customer) may involve additional terms and conditions, which can be accessed via web pages from within the Compliance Portal. If Customer does not agree with such additional terms and conditions, it may terminate the order for the Compliance Portal within thirty (30) days of delivery of the Compliance Portal and WFS shall return all fees related to the Compliance Portal.

- 2.6. Customer will not, and will not permit any person (including, without limitation, Authorized Users) to, at any time, directly or indirectly: (a) use the Third-Party Service in any manner beyond the scope of rights expressly granted in this Agreement; (b) modify or create derivative works of the Third-Party Service, in whole or in part; (c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to any software component of the Third-Party Service, in whole or in part; (d) except as expressly allowed herein or within a Schedule, frame, mirror, sell, resell, rent or lease use of the Third-Party Service to any other entity, or otherwise allow any entity to use the Third-Party Service for any purpose other than for the benefit of Customer in accordance with this Agreement; (e) use the Third-Party Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any entity, or that violates any applicable law; (f) interfere with, or disrupt the integrity or performance of, the Third-Party Service, or any data or content contained therein or transmitted thereby; (g) access or search the Third-Party Service (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or Third-Party Service features provided by WFS or the Third-Party Provider for use expressly for such purposes; or (h) use the Third-Party Service, Documentation or any other WFS or Third-Party Provider confidential information for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the Third-Party Service.
- 2.7. As between Customer and the Third-Party Providers, the Third-Party Providers shall retain all rights, title, and interest (including Intellectual Property Rights) in the Third-Party Services. Customer shall not alter, modify, copy, edit, format, translate, share, or create derivative works of the Third-Party Services, except as provided herein or when approved in writing by WFS or the Third-Party Providers.
- 2.8. Customer understands and acknowledges that the Third-Party Providers are not engaged in rendering legal, accounting, tax, or other professional advice either as a service or through the Third-Party Services and it is not relying on the Third-Party Providers for any advice or guidance regarding laws and regulations.

3. Additional Terms and Conditions – Text Messaging Services

- 3.1. WFS is not responsible for any fees incurred as a result of text messages received by Customer employees regardless of whether or not such employees authorize the use of the Text Messaging Service. WFS shall not be responsible for the content of any text messages sent to Customer employees. Customer shall indemnify and hold harmless WFS against all employee claims resulting from Customer's use of the Text Messaging Service.
- 3.2. Customer shall not attempt to use the Text Messaging Services to access or allow access to emergency services. WFS and the Third-Party Provider disclaim all liability arising from such use. Neither WFS nor its Third-Party Provider and representatives will be liable under any legal or equitable theory for any claim, damage, or loss arising from or relating to the inability to use the Text Messaging Services to contact emergency services. Customer shall ensure that the Text Messaging Services provided hereunder are used in accordance with all

- applicable laws, regulations and third-party rights, as well as the terms of this Agreement, including the Third-Party Provider's Acceptable Use Policy, which is hereby incorporated into this Agreement and any data protection statute, regulation, order or similar laws. Except as allowed by applicable law, with respect to any software provided to Customer hereunder, Customer will not reverse engineer, decompile, disassemble or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive the source code of such software.
- 3.3. WITHOUT LIMITING WFS'S EXPRESS OBLIGATIONS HEREUNDER, WFS AND THE THIRD-PARTY PROVIDER HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES RELATED TO THIRD-PARTY EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE. TEXT MESSAGING SERVICES AND PROPERTIES ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW.
 - 3.4. WFS and/or Third-Party Providers exclusively own and reserve all right, title and interest in and to the Text Messaging Services and related materials provided by WFS or Third-Party Provider. All terms and conditions contained within the Agreement related to ownership and confidentiality shall extend equally to the property and information of Third-Party Providers.
 - 3.5. EXCEPT FOR LIABILITY ARISING FROM VIOLATIONS OF SECTION 3.1, 3.2, OR 3.4 OF THIS EXHIBIT, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL WFS, CUSTOMER OR THIRD-PARTY PROVIDERS BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
 - 3.6. EXCEPT AS DESCRIBED IN THIS SECTION 3.6, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL WFS OR THIRD-PARTY PROVIDER BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES, COSTS, OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER FOR THE TEXT MESSAGE SERVICES DURING THE TWELVE MONTHS PRECEDING THE INCIDENT OR CLAIM. THE FOREGOING LIMITATION WILL NOT APPLY TO EITHER PARTY'S OBLIGATIONS UNDER SECTION 3.4 OF THIS EXHIBIT.
 - 3.7. THE PROVISIONS OF THIS EXHIBIT ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND THE PARTIES HAVE RELIED ON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.