

HARMONY TERMS OF SERVICE

Version 1.0

Subject to the terms and conditions of this agreement (this “**Agreement**”), we at Harmony Agent, Inc., a Delaware corporation (“**Harmony Agent**” or “**we**”), provide subscriptions to:

- (1) our workforce management software, which provides recruiting, credentialing, account management, back office and other services related to healthcare staffing and administration (“**Harmony**”);
- (2) a website (the “**Website**”, and together with Harmony, the “**Software**”) through which you may access and use Harmony; and
- (3) the Services described in further detail below.

“**You**” are the business or other legal entity accepting this Agreement as part of your procurement of a subscription to our Software and Services.

Capitalized terms that are used as defined terms but not defined in context have the meanings given to such terms in Section 15 below.

1. ACCEPTANCE. YOU SHOULD READ THIS AGREEMENT CAREFULLY FOR THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE SOFTWARE AND YOUR RECEIPT OF THE SERVICES. BY ACCESSING AND/OR USING THE SOFTWARE AND OUR RELATED SERVICES, OR BY CHECKING OR CLICKING THE “AGREE,” “I CONSENT” OR SIMILAR BUTTON OR BOX IF AND WHEN THIS OPTION IS PRESENTED TO YOU, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, (B) AGREE TO ACCEPT THIS AGREEMENT AND (C) AGREE THAT YOU ARE LEGALLY BOUND BY (AND THAT YOU WILL ADHERE TO) ALL TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. THE INDIVIDUAL REGISTERING TO USE HARMONY ON YOUR BEHALF REPRESENTS AND WARRANTS TO US THAT SUCH INDIVIDUAL IS FULLY AND DULY AUTHORIZED TO AGREE TO BE BOUND BY THIS AGREEMENT ON YOUR BEHALF. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE SOFTWARE OR OUR RELATED SERVICES.

2. Right to Access and Restrictions.

a. Harmony Authorization. We authorize you, your Affiliates and your Authorized Users, during the Term, and on a non-exclusive and non-transferable (except as described in Section 14.e) basis, to access and use Harmony on a “software as a service” basis through the Website, provided that such access and use is (i) by and through your Authorized Users only and (ii) solely for the Permitted Use. This authorization also permits you, your Affiliates and your Authorized Users to access and use the Documentation during the Term in support of your Permitted Use of the Software.

b. Limitations and Restrictions. You must not, and you must not permit any other person or entity (including your Affiliates and Authorized Users) to access or use the Software except as we’ve

specifically allowed in this Agreement. Without limiting the preceding sentence, you, your Affiliates and your Authorized Users must not do any of the following:

i. copy, modify, adapt, translate or create derivative works or improvements of the Software;

ii. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software or any features or functionality of the Software to any other person or entity for any reason, including by making the Software available through any time-sharing, service bureau or software as a service arrangement;

iii. reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive, gain access to or discover the source code of the Software or the underlying structure, ideas, know-how, algorithms or methodology relevant to the Software;

iv. input, upload, transmit or otherwise provide to or through the Software any information or materials that are unlawful or that contain, transmit or activate any Harmful Code;

v. bypass, breach or disable any security device, copy control, digital rights management tool or other protection used by the Software;

vi. attempt to gain unauthorized access to, damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner (A) the Software, (B) the server on which the Software is hosted and stored, (C) any server, computer or database connected to the Software or (D) our ability to provide our Software or services to any other person or entity;

vii. access or use the Software in any way that infringes, misappropriates or otherwise violates any intellectual property right, privacy right or other right of any third party, or that violates any applicable law or regulation;

viii. access or use the Software for purposes of (A) developing, marketing, distributing, licensing or selling any product or service that may compete with the Software, or (B) disclosing to our competitors, for any purpose, otherwise non-public information about the Software;

ix. access or use the Software contrary to any additional limitations or restrictions that may be set forth in your Order; or

x. knowingly aid or assist any Affiliate or Authorized User or other person or entity in taking any of the actions prohibited by this Section 2.b.

c. Responsibility for Affiliates and Authorized Users. You will ensure your Affiliates' and Authorized Users' compliance with this Agreement and be responsible and liable to us for any act or omission of an Affiliate or Authorized User (or any other employee, contractor or agent under your control or direction or acting on your behalf) that would be a breach or violation of this Agreement had you performed the act or omission yourself.

3. Our Services.

a. Services – Generally. We will provide to you the following services (the “**Services**”) during the Term: (i) the hosting, management and back-end operation of Harmony to make the same available for remote electronic access and use by you, your Affiliates and your Authorized Users through the Website in accordance with the authorizations granted above; (ii) the Support Services described in Section 4 below; (iii) the Implementation Services described in Section 5 below; and (iv) any other Services we expressly agree to provide in your Order.

b. Changes to the Software. We may make any changes to the Software (including, without limitation, the design, look and feel, functionality, content, material, information and/or services provided via the Software) that we deem necessary or useful to improve the Software or for any other reason, from time to time in our discretion; provided that we will not during the Term make any changes to the Software that will materially adversely affect the features and functionality of the Software that you use. Such changes may include upgrades, bug fixes, patches, error corrections, modifications, enhancements, improvements and/or new features (collectively, “**Updates**”). All Updates shall be deemed a part of the Software governed by all the provisions of this Agreement pertaining thereto. If we make a change to the Software that has a material adverse effect on your operations, then you may notify us in writing of the material adverse effect and you may, immediately upon written notice to us, terminate this Agreement if we do not cure this condition within 30 days following receipt of your notice.

c. Subcontractors. You understand and agree that we may, in our discretion, engage subcontractors to aid us in providing the Software and performing our Services under this Agreement, but we will remain liable to you for any act or omission by such subcontractors that would be a breach or violation of this Agreement. For example, we may use Amazon Web Services, Microsoft Azure, Google Cloud Platform and/or such other reputable provider that implements and maintains commercially reasonable security programs, policies, procedures, controls and technologies (the “**Hosting Services Provider**”) for cloud-based infrastructure and hosting and storage services for Harmony, and such Hosting Services Provider will host and store certain portions of Your Data that is processed through Harmony. You hereby specifically approve and consent to our use of a Hosting Services Provider in the manner described. Notwithstanding anything to the contrary in this Agreement, you further agree that we cannot guarantee or ensure the performance of any Hosting Services Provider to the terms of this Agreement, and remediation of a breach by a Hosting Services Provider is limited to the remedies specified in the Hosting Services Provider’s standard service agreement.

d. Suspension of Software Access. We may suspend or deny your (and/or one or more of your Affiliates’ or Authorized Users’) access to or use of all or any part of the Software and suspend our performance of our Services, without any liability to you or others, if (i) we’re required to do so by law or court order; or (ii) you have, your Affiliate has or your Authorized User (or any other employee, contractor or agent under your control or direction or acting on your behalf) has (A) accessed or used our Services or Software in violation of this Agreement, (B) been involved in any fraudulent or unlawful activities relating to or in connection with our Services or Software, or (C) otherwise failed to comply with this Agreement and have failed to cure such breach within 10 days after we provide written notice to you. Unless we have exercised our right to terminate this Agreement pursuant to Section 10.b, we will promptly restore access to the Software and resume performance of our Services as soon as the applicable legal requirement or court order is lifted or the applicable breach or violation is cured. Our remedies in this Section are in addition to, and not in lieu of, our termination rights in Section 10.b or any other rights or remedies under this Agreement, at law or in equity.

e. “Free Trial” Access and Use. Notwithstanding anything to the contrary in this Agreement, if your Order indicates that you will be obtaining a subscription to the Software on a “free trial” or similar basis or otherwise without payment of subscription Fees for the Software (a “**Free Trial Order**”), then you acknowledge and agree that UNDER ANY FREE TRIAL ORDER ALL SERVICES AND HARMONY IP (INCLUDING BUT NOT LIMITED TO THE SOFTWARE) ARE PROVIDED TO YOU “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OR INDEMNITY OF ANY KIND FROM US, EXPRESS OR IMPLIED, AND THE AGGREGATE LIABILITY OF HARMONY UNDER OR IN CONNECTION WITH ANY FREE TRIAL ORDERS SHALL NOT EXCEED \$100 UNDER ANY CIRCUMSTANCES. Either party may cancel a Free Trial Order at any time immediately upon written notice to the other party, for any reason or for no reason, and upon such termination your right to access and use the Software will terminate and you must immediately cease accessing and using the Software.

4. Support Services.

a. During the Term we will provide customer support services to you and your Authorized Users via e-mail, telephone and other channels that we may make available from time to time, during our standard support hours (9:00 a.m. to 5:00 p.m., Eastern time, Monday through Friday, but excluding federal holidays) (“**Support Services**”).

b. Support Services include the following: (i) access to knowledge base content, FAQs, training videos and community forums in each case that are hosted and made available generally to customers of the Software by us from time to time through the Website or otherwise; (ii) technical and operational assistance for the use of the Software, including responses to general, short-duration questions about the documented features and functionality of the Software and usage thereof, management of user accounts for Authorized Users, assistance with interpretation and use of the Documentation and assistance with interpretation of error or warning messages appearing in dashboards or alerts; (iii) good faith attempts to respond to and resolve, promptly, any reproducible failure of the Software to perform in accordance with the Documentation (each, an “**Error**”); and (iv) periodically providing to you all Updates to the Software that we make generally available to all customers of the Software free of additional charge.

c. Support Services do not include (1) support for software or hardware that is not part of the Software (including support for any part of your equipment, products or technology infrastructure that is separate and apart from Harmony itself), (2) on-site dispatch of our personnel, (3) assistance with any First-Level Technical Support (as defined below) issues that are the responsibility of your User Contacts, (4) formal, comprehensive training of Authorized Users (or any other person or entity) on use of the Software, (5) on-site or remote support to configure or customize the Software for you or (6) performance of any other professional, implementation, onboarding, configuration, customization, consulting or advisory services (provided that items (4) through (6) may be separately provided Services to the extent expressly agreed to in your Order).

d. You must provide all information and assistance that we reasonably request in connection with providing such Support Services. You will identify one or more system administrators or other employees (each, a “**User Contact**”) trained in use of the Software who will provide First-Level Technical Support to your Authorized Users. “**First-Level Technical Support**” involves assisting Authorized Users with basic help and general FAQs concerning Software usage, understanding Software features and functionality and verifying Software Errors reported by Authorized Users. We reserve the right to charge you at an hourly rate (on a time-and-materials basis)

for support services provided (x) outside of our normal support hours, or (y) in connection with a request we reasonably determine is outside the scope of the Support Services described above, provided that we will provide you with a quote and obtain your approval before incurring any charges for any such out of scope support services.

5. Implementation Services. Provided that you, your Affiliates and your Authorized Users comply with this Agreement, we will perform the on-boarding, configuration, development and other implementation services (“**Implementation Services**”) that are mutually agreed upon by you and us and described in your Order. In connection with our performance of the Implementation Services, you will: (a) reasonably cooperate with us in all matters relating to the performance of the Implementation Services; (b) in a timely manner, provide all of Your Data reasonably necessary for us to complete such Services; (c) respond promptly to our requests to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for us to perform such Services in accordance with the Order; and (d) perform those additional tasks and assume those additional responsibilities specified in the Order. You accept that our performance is conditioned on and dependent on your timely and effective satisfaction of the foregoing responsibilities.

6. Confidentiality.

a. General. In connection with receiving or providing the Software and Services during the Term, each party (each, a “**Discloser**”) may disclose to the other party (the “**Recipient**”) the Discloser’s proprietary or confidential information (collectively, “**Confidential Information**”). During the Term and thereafter the Recipient will not without the Discloser’s written consent disclose Discloser’s Confidential Information to any third party (other than our subcontractors as permitted in Section 3.c above) nor use the Discloser’s Confidential Information for any purpose except for carrying out its obligations or exercising its rights under this Agreement. All non-public information related to our Software and Services and the features, functionality and performance thereof are all our Confidential Information, Your Data (including, for the avoidance of doubt, any of Your Data that consists of Personal Information (as defined below) of your employees or other personnel) is your Confidential Information and the terms of this Agreement and your Order are the Confidential Information of both of us.

b. Exceptions. These restrictions will not restrict the use or disclosure of information disclosed by one party to the other that (i) is or becomes publicly known other than as a result of any act or omission by the Recipient or its employees or agents, (ii) is lawfully received by the Recipient from a third party not in a confidential relationship with the Discloser or (iii) was already rightfully known by the Recipient prior to receipt thereof from the Discloser. Additionally, Recipient may disclose Discloser’s Confidential Information to the extent it is legally compelled to do so pursuant to applicable law or the valid order of a court or governmental agency, provided that Recipient must first give the Discloser reasonable prior written notice to permit the Discloser to challenge or limit such required disclosure.

7. Data Security and Privacy.

a. Security Program. We have established and will maintain commercially reasonable administrative, technical and physical safeguards to protect against anticipated threats or hazards to the security, confidentiality or integrity of Your Data (including, for the avoidance of doubt, any of Your Data that consists of Personal Information of your employees or other personnel) that we process on your behalf, including the unauthorized or accidental acquisition, destruction, loss, alteration or use of,

and the unauthorized access to, Your Data. We will review and, as appropriate, adjust our data security safeguards whenever there is a material change in our business practices that may reasonably affect the security or integrity of Your Data.

b. Security Incidents.

i. We will notify you of any Security Incidents without undue delay after becoming aware of the Security Incident. The notice will summarize in reasonable detail, to the extent known, the nature and scope of the Security Incident (including a description of any Personal Information affected) and the corrective action already taken or to be taken by us. The notice will be timely supplemented to the extent possible as reasonably requested by you.

ii. To the extent the Security Incident is a Harmony Agent-Caused Security/Privacy Incident, the following additional obligations will apply: Promptly following our notification to you, the parties will coordinate with each other as needed to investigate the Security Incident, and, without undue delay, we will deliver to you a root cause assessment and future incident mitigation plan with regard to the Security Incident. We will use diligent efforts to contain and counteract the Security Incident in a timely manner and prevent a recurrence of any such Security Incident. We will maintain and preserve all documents, records, and other data related to the Security Incident as required by applicable law and good industry practice. We will perform or take any other actions required of us to comply with Data Privacy Laws (as defined below) as a result of the Security Incident and reasonably cooperate with you in your efforts to do the same.

c. Data Privacy. We will store, use and otherwise process any of Your Data that constitutes “personal information,” “personal data” or “personally identifiable information” as defined in applicable laws (collectively “**Personal Data**”) in all material respects in accordance with all applicable laws relating to the privacy and protection of Personal Data (“**Data Privacy Laws**”), including, in each case to the extent applicable, CCPA and the Other State Laws (each as defined in Exhibit A). In furtherance of the foregoing, the U.S. State Consumer Privacy Law Addendum attached as Exhibit A is incorporated into this Agreement by reference.

8. Fees and Payment.

a. Fees. Unless otherwise specified in your Order, you will pay to us the fees and charges listed on our standard pricing page online (the “**Fees**”), in accordance with this Section 8. In addition, unless otherwise specified in your Order, all Software subscription Fees may, in our discretion, be increased not more than once per year if we notify you of the pending Fee increase at least 30 days prior to the Fee increase taking effect. All purchases are final, all payment obligations are non-cancelable and (except as otherwise expressly provided in this Agreement or in your Order) all Fees once paid are non-refundable.

b. Payment Terms. You will make all payments in US dollars, using the payment method and in accordance with the payment schedule set forth on your Order or the applicable invoice (and if no payment method is specified in your Order or an applicable invoice then payment shall be made by charging a payment account set up by you via our third-party payment processing service provider, and if no payment schedule is specified in your Order or an applicable invoice then payment is due on a monthly basis, in arrears, each month on the billing date set forth in your account). Unless otherwise specified in your Order or the applicable invoice, any invoiced amounts are due 30 days from the

invoice date. You are responsible for providing complete and accurate billing information and notifying us of any changes to that information.

c. Taxes. Our Fees do not include taxes and similar assessments. You are responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, local or other governmental or regulatory authority on any amounts payable by you hereunder, other than any taxes imposed on Harmony Agent's income.

9. Ownership and IP.

a. Harmony Agent IP. As between you and us, we are and will remain the sole and exclusive owner of all right, title and interest in and to the Software and Documentation (for the avoidance of doubt excluding any of Your Data or Confidential Information), including all associated features, functionality, software, content, materials and services made available thereon by us, including all new versions, Updates, configurations, revisions, derivative works, improvements and modifications of any of the foregoing, the look and feel, ideas, algorithms, methods and concepts underlying or embedded in any of the foregoing and all related intellectual property rights (collectively, the "**Harmony Agent IP**"). We are not granting you any right, license or authorization with respect to the Harmony Agent IP except as we've specifically provided in Section 2 above. For the avoidance of doubt, nothing in this Agreement grants to you any rights whatsoever in or relating to the source code of the Software. We reserve all other rights in and to the Harmony Agent IP.

b. Your Data. As between you and us, you are and will remain the sole and exclusive owner of all right, title and interest in and to all of Your Data, including all intellectual property rights relating to Your Data, subject to the rights you grant to us in this Section 9.b. You grant to us and our subcontractors all such rights and permissions in or relating to Your Data as are necessary or useful to: (i) perform the Services and provide the Software; (ii) enforce this Agreement and exercise our rights and perform our obligations under this Agreement; and (iii) build or improve the quality of our Software or Services, internally, provided that the use does not include building or modifying household or consumer profiles for use in providing services to another business, or correcting or augmenting data acquired from another source.

c. Usage Data. We may collect diagnostic, metadata, telemetry, technical and other statistical information regarding your, your Affiliates' and your Authorized Users' use of and the performance of the Software ("**Usage Data**"), such as data on what features and functions are being used by users and to what extent and information about users' computers, systems and software used to access the Software. We may use Usage Data for monitoring, enhancing and improving the Software. Usage Data is not and will not be deemed to be Your Data under this Agreement.

d. Feedback. You may provide us with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints and other matters related to our Software ("**Feedback**"). You acknowledge and agree that: (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) we may have development ideas similar to the Feedback; and (iii) we are not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant us and our affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) Feedback in any manner and for any purpose.

10. Term and Termination.

a. Term. Unless otherwise specified in your Order, the term of this Agreement and your subscription to the Software and Services (the “**Term**”) commences on the date you accept this Agreement in accordance with Section 1 above and continues, on a “month to month” basis, until it is terminated in accordance with this Agreement. Unless otherwise specified in your Order, if your Order specifies a subscription term other than on a “month to month” basis, then at the conclusion of the then-current subscription term, your subscription and the Term of this Agreement will automatically renew for an additional subscription period equal to the duration of the then-current subscription term, unless one party notifies the other in writing that it will cancel at the end of the then-current subscription term at least 30 days prior to the end of the then-current subscription term.

b. Termination. In addition to any other termination rights described in this Agreement, this Agreement may be terminated prior to the end of the Term at any time by either party, effective when that party provides written notice to the other, if the other party materially breaches this Agreement and such breach (i) remains uncured 10 days after the non-breaching party provides the breaching party with written notice regarding such breach, or (ii) is the second (or higher ordinal) breach of the limitations and restrictions in Section 2.b.

c. Effect of Termination. The exercise of any right of termination under this Agreement will not affect any rights of either party (e.g., rights to payment) that have accrued prior to the effective date of termination and will be without prejudice to any other legal or equitable remedies to which a party may be entitled. If this Agreement is terminated or expires, then: (i) all rights, licenses and authorizations granted by one party to the other will immediately terminate, (ii) we may disable your, your Affiliates’ and your Authorized Users’ access to the Software, and (iii) we each will cease all use of the other party’s Confidential Information and (upon written request) promptly destroy or return all of the other party’s Confidential Information.

d. Surviving Terms. This Section 10.d and Sections 6 (Confidentiality), 7 (Data Security and Privacy), 9 (Ownership and IP), 10.c (Effect of Termination), 12 (Indemnification), 13 (Limitations of Liability), 14 (Miscellaneous) and 15 (Definitions) will survive any expiration or termination of this Agreement.

11. Representations and Warranties.

a. By You Regarding Your Data. You represent and warrant that: (i) your, your Affiliates’ and your Authorized Users’ collection and use of all of Your Data (including your choice to upload and process Your Data to and through the Software as contemplated in this Agreement) and your Confidential Information is consistent with your own privacy policy and your license agreements and other agreements with third parties; (ii) you either own, or have all rights, permissions and consents that are necessary to permit us, our subcontractors and the Software to store, use and otherwise process as contemplated in this Agreement, all of Your Data and your Confidential Information; (iii) our and our subcontractors’ access to and storage, use and other processing of Your Data and your Confidential Information (including all Personal Information included in Your Data and your Confidential Information) in accordance with this Agreement does not and will not violate any applicable law, rule or regulation or infringe, misappropriate or otherwise violate any intellectual property right, privacy right or other right of any person or entity. You will defend us from and against any Claims brought by a third party, and you will indemnify and hold us harmless from any Losses associated with such

third party Claims, in each case to the extent the same are based on allegations that you, your Affiliate or your Authorized Users (or any other employee, contractor or agent under your control or direction or acting on your behalf) have breached any representation or warranty in this Section 11.a.

b. By Us Regarding Our Services. We warrant that we will perform the Support Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. If you provide written notice of any such Services not performed in accordance with this Section 11.b within 30 days after completion thereof, we will re-perform such non-conforming Services at no additional cost to you. THE PROMPT RE-PERFORMANCE OF SERVICES SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY, AND HARMONY'S ONLY AND ENTIRE OBLIGATION AND LIABILITY, FOR ANY BREACH OF THE WARRANTY IN THIS SECTION 11.b.

c. By Us Regarding Our Software. We warrant that the Software will at all times during the Term substantially conform in all material respects with its Documentation and the written specifications expressly set forth by you and us (if any) in your Order. However, the warranty in this Section does not apply to any non-conformance resulting from: (x) use of the Software in a manner inconsistent with this Agreement or its Documentation, (y) the availability of, operation of or access to your, your Affiliate's, your Authorized User's or a third party's software, systems or networks, or (z) Your Data. If we breach the warranty set forth in this Section 11.c, we will, at our sole option and expense, take any of the following steps to remedy such breach: (i) modify, fix or correct the Software to remedy such non-conformity; (ii) replace the non-conforming portion of the Software, as applicable, with functionally equivalent software; or (iii) if the remedies in clauses (i) and (ii) are not feasible by commercially reasonable standards, terminate this Agreement and promptly refund to you on a *pro rata* basis the share of any Software subscription fees prepaid by you for the future portion of the applicable subscription term that would have remained but for such termination (a "**Refund of Fees**"). If we do not cure a warranty breach or terminate this Agreement as permitted by the immediately preceding sentence within 30 days after our receipt of written notice of such breach, you will have the right to terminate this Agreement and we will promptly provide to you a Refund of Fees. THE REMEDIES SET FORTH IN THIS SECTION 11.c SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY, AND HARMONY AGENT'S ONLY AND ENTIRE OBLIGATION AND LIABILITY, FOR ANY BREACH OF THE WARRANTY IN THIS SECTION 11.c.

d. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES IN SECTIONS 11.b AND 11.c, ALL SERVICES AND HARMONY AGENT IP ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WE HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

e. Reliance on Information Posted. The information presented on or through the Software is made available solely for general information purposes. For the avoidance of doubt, and without limiting the effect of any other provision of this Agreement, Harmony Agent does not warrant the accuracy, completeness or usefulness of information presented through the Software, and any reliance you place on such information is strictly at your own risk. Harmony Agent disclaims all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Software, or by anyone who may be informed of any of its contents.

12. Indemnification.

a. By Us. We will defend you from and against any Claims brought by a third party, and will indemnify and hold you harmless from any Losses associated with such third party Claims, in each case to the extent the same are based on allegations that the Software or your use thereof (excluding Your Data or Confidential Information) infringe any U.S. patent, copyright or trademark of such third party, or misappropriate the trade secret of such third party (each, an “**Infringement Claim**”). Notwithstanding the foregoing, we will have no liability or obligation with respect to any Infringement Claim to the extent based upon or arising out of: (i) access to or use of the Software in combination with any hardware, system, software, network or other materials or service not provided by us (or authorized in the Documentation or otherwise in writing by us); (ii) modifications or configurations made to the Software by anyone other than us or a party acting under our direction without our prior written consent; or (iii) any action taken by you, your Affiliate or any Authorized User relating to use of the Software that violates this Agreement.

b. Mitigation for Infringement Claims. If the Software is, or in our opinion is likely to be, the subject of an Infringement Claim, or if your, your Affiliate’s or any Authorized User’s use of the Software is enjoined or threatened to be enjoined, we will, at our option and our sole cost and expense: (i) obtain the right for you to continue to use the allegedly infringing Software as contemplated by this Agreement, (ii) modify or replace the allegedly infringing Software to make such Software (as so modified or replaced) non-infringing, without causing a material loss of features or functionality, or (iii) if the remedies in clauses (i) and (ii) are not feasible within commercially reasonable standards, then we may terminate this Agreement upon written notice and without any liability to you and we will promptly provide a Refund of Fees.

c. Indemnification Procedures. If a party reasonably believes it is entitled to indemnification under this Agreement, such party (the “**Indemnified Party**”) promptly must give the other party (the “**Indemnifying Party**”) written notice of the claim of indemnification, provided that an Indemnified Party’s failure to notify the Indemnifying Party will not diminish the Indemnifying Party’s indemnification obligations except to the extent the Indemnifying Party is materially prejudiced as a result of such failure. Any such notice shall set forth in reasonable details the facts, circumstances and basis of the applicable Claim. Upon receipt of notice of the assertion of a Claim, the Indemnifying Party will have the right to control the defense or settlement of the matter at its own expense and with counsel of its choice, provided that the Indemnifying Party shall not enter into any settlement of the relevant Claim without written consent of the Indemnified Party (not to be unreasonably withheld). The Indemnified Party must cooperate reasonably with the Indemnifying Party, at the Indemnifying Party’s expense, to facilitate the defense, compromise or settlement of any Claims. The Indemnified Party may employ separate counsel and participate in any indemnified Claim, but the fees and expenses of such counsel will be at the expense of the Indemnified Party.

13. Limitation of Liability.

a. IN NO EVENT WILL WE BE LIABLE TO YOU, YOUR AFFILIATES, YOUR AUTHORIZED USERS OR TO ANY OTHER PERSON OR ENTITY FOR DAMAGES OF ANY KIND OR NATURE (INCLUDING, FOR THE AVOIDANCE OF DOUBT, DIRECT DAMAGES) IN EXCESS OF THE AMOUNT OF FEES ACTUALLY PAID BY YOU TO US UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING YOUR FIRST CLAIM AGAINST US HEREUNDER. ADDITIONALLY, UNDER NO CIRCUMSTANCES WILL WE HAVE ANY LIABILITY WITH RESPECT TO OUR OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS OR FOR CONSEQUENTIAL,

SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. Exclusions from Limitations. The exclusions and limitations of liability in Section 13 will not apply to (i) a party's indemnification obligations under this Agreement; (ii) a party's fraud, gross negligence or willful misconduct; (iii) a party's breach of its confidentiality obligations under Section 6; or (iv) a party's (or your Affiliate's) infringement or misappropriation of the other party's intellectual property rights.

14. Miscellaneous.

a. Entire Agreement. This Agreement and each Order together constitute the entire agreement between the parties on the subject matter hereof, and supersede all prior negotiations, understandings or agreements (oral or written) and all past dealing or industry custom. We are not and will not be bound by (and we hereby expressly reject throughout the Term) any of the terms and conditions of (or that may be incorporated by reference in) any other purchase order, receipt, acceptance, confirmation or other correspondence provided by you.

b. Amendment, Severability and Waiver. Except as expressly set forth in Section 8.a above, no change, consent or waiver under this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. Any delay or failure of either party to enforce its rights, powers or privileges under this Agreement, at any time or for any period, will not be construed as a waiver of such rights, powers and privileges, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

c. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions.

d. Notices. All notices under this Agreement must be in writing and may be delivered by electronic mail, certified or registered mail, overnight courier or personal delivery, in each case to the address or e-mail address specified in your Order.

e. Assignment. Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party; provided that either party may assign this Agreement in its entirety without the other party's consent to its affiliates or to an entity that acquires all or substantially all of the business or assets of such party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale or otherwise. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties.

f. No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is

intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

g. Relationship of the Parties. The relationship between the parties is that of independent contracting parties. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.

h. Force Majeure. Neither party will be liable for any delays or non-performance of its obligations arising out of actions or decrees of governmental authorities (including enactment or adoption of law or regulation) following the first date you accept this Agreement, criminal acts of third parties, telecommunication failures not caused by a party, problems with equipment or software provided by other parties, earthquakes, flood and other natural disasters, war, terrorism, acts of God, fire or other similar causes not within such party's reasonable control (each, a "**Force Majeure Event**"). In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event. Either party may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of 30 days or more.

i. Equitable Remedies. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 2.b (Limitations and Restrictions) or Section 6 (Confidentiality) of this Agreement would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other party will be entitled to seek equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

j. Publicity Rights. During the Term, you agree that we may, without separate written consent from you, include your name, trademarks and logos on our website and in other sales and marketing materials in order to factually identify you as a current customer.

k. Conflict in Terms. If there is a conflict between this Agreement and your Order, the terms of the Order shall govern the provision of the Software and/or the Services involved; provided, however, that nothing in your Order may modify or supersede anything in Sections 2.b (Limitations and Restrictions), 9 (Ownership and IP), 11 (Representations and Warranties), 12 (Indemnification) or 13 (Limitation of Liability) of this Agreement unless an express cross-reference is made to the relevant provision of this Agreement in the Order and the parties have expressly agreed in the Order to modify or alter the relevant provision of this Agreement.

l. Counterparts. This Agreement and each Order may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement or an Order delivered by facsimile, electronic mail or other electronic means is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15. Other Definitions. Capitalized terms that are used as defined terms in this Agreement have the meanings described below:

“**Affiliate**” means another entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with you. The term “control” (including the terms “controlled by” and “under common control with”) means the power to direct or cause the direction of the management and policies of an entity through the ownership of more than fifty percent (50%) of the voting securities of the entity.

“**Authorized User**” means your (or your Affiliates’) employees, independent contractors, consultants, agents, subcontractors, vendors or other service providers who access and use Harmony by and through your account, in each case so long as such access and use is in furtherance of (or in order to support) the Permitted Use of the Software under this Agreement.

“**Claim**” means any investigation by a governmental body, claim, suit, action or proceeding.

“**Documentation**” means the then-current online, electronic and written user documentation and guides we make available to you, your Affiliates and your Authorized Users which describe the functionality, components, features or requirements of the Software, as we may update from time to time in our discretion.

“**Harmful Code**” means any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort or otherwise harm or impede in any manner any (a) computer, software, firmware, hardware, system or network or (b) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data processed thereby.

“**Loss**” means any and all losses, damages, liabilities, deficiencies, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification and the cost of pursuing any insurance providers.

“**Order**” means the order form, order purchase confirmation page, check-out page or similar ordering webpage, landing page or written document presented and offered to you by us and confirmed or otherwise accepted by you, in each case that references this Agreement as part of the confirmation or acceptance process. An Order may specify applicable pricing and fees, a limit to the number of Authorized Users who may use the Software, how long you are authorized to use the Service and other terms.

“**Permitted Use**” means your internal business use for managing recruiting, credentialing, account management, back office and other services related to healthcare staffing and administration.

“**Security Incident**” means any accidental, unauthorized or unlawful access, disclosure, loss, destruction, alteration, acquisition or use of Your Data (including, for the avoidance of doubt, any of Your Data that consists of Personal Information of your employees or other personnel) that compromises the security, confidentiality or integrity of Your Data. “Security Incidents” exclude unsuccessful attempts or activities that do not compromise the security, confidentiality or integrity of Your Data, including but not limited to pings and other broadcast attacks on firewalls or edge servers,

port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents. A **“Harmony Agent-Caused Security/Privacy Incident”** is a Security Incident that is caused by our breach or violation of our obligations set forth in Section 6 (Confidentiality) or Section 7 (Data Security and Privacy) of this Agreement.

“Your Data” means information, data, records or other materials that are submitted to or uploaded directly by you, your Affiliate or an Authorized User by or through the Software for the purposes of being processed using Harmony.

Exhibit A

U.S. State Consumer Privacy Law Addendum

This U.S. State Consumer Privacy Law Addendum (this “Addendum”), effective as of the effective date of the Agreement (the “Effective Date”), forms part of the Harmony Agent Business-to-Business Terms of Service (the “Agreement”) between you (the “Customer”) and Harmony Agent, Inc. (the “Vendor”). This Addendum applies where, and to the extent that, Vendor processes personal information of consumers on behalf of the Customer when providing the Platform, Support Services and/or Professional Services under the Agreement (“Services”). All capitalized terms not defined in this Addendum shall have the meanings set forth in the Agreement.

Notwithstanding anything to the contrary elsewhere in the Agreement, where the California Consumer Privacy Act of 2018 and its implementing regulations (as amended, restated or supplemented from time to time, including by the California Privacy Rights Act of 2020, the “CCPA”) apply, the terms “business,” “combine,” “commercial purpose,” “consumer,” “contractor,” “personal information,” “processing,” “sell” (and its corresponding “sale”), “share” and “service provider” shall have the meanings given to such terms in the CCPA; and where any of the state privacy laws listed below and their respective implementing regulations (each, an “Other State Law,” and, collectively, the “Other State Laws”) apply, the terms “consumer,” “controller,” “processing,” “processor,” “sell” (and its corresponding “sale”) and “targeted advertising” shall have the meanings given to such terms in the applicable Other State Law, and the term “personal information” shall have the same meaning as the term “personal data” as such term is defined in the applicable Other State Law. The Other State Laws are:

- The Virginia Consumer Data Protection Act, effective January 1, 2023 (as amended, restated or supplemented from time to time, the “VCDPA”);
- The Colorado Privacy Act, effective July 1, 2023 (as amended, restated or supplemented from time to time, the “CPA”);
- The Connecticut Personal Data Privacy and Online Monitoring Act, effective July 1, 2023 (as amended, restated or supplemented from time to time, the “CPDPOMA”); and
- The Utah Consumer Privacy Act, effective December 31, 2023 (as amended, restated or supplemented from time to time, the “UCPA”);
- The Montana Consumer Data Privacy Act, effective July 1, 2024 (as amended, restated or supplemented from time-to-time, the “MCDPA”);
- The Oregon Consumer Privacy Act, and effective July 1, 2024 (as amended, restated or supplemented from time-to-time, the “OCPA”);
- The Texas Data Privacy and Security Act, effective July 1, 2024 (as amended, restated or supplemented from time-to-time, the “TDPSA”);
- The Delaware Personal Data Privacy Act, effective January 1, 2025 (as amended, restated or supplemented from time-to-time, the “DPDPA”);
- The Iowa Consumer Data Protection Act, effective January 1, 2025 (as amended, restated or supplemented from time-to-time, the “IACDPA”);
- The Tennessee Information Protection Act, effective July 1, 2025 (as amended, restated or supplemented from time-to-time, the “TIPA”); and
- The Indiana Consumer Data Protection Act, effective January 1, 2026 (as amended, restated or supplemented from time-to-time, the “INCDPA”).

In consideration of the mutual obligations set forth herein, the parties agree to the terms and conditions of this Addendum.

The parties acknowledge and agree that the Customer is a business and Vendor is a service provider or contractor to the Customer under the CCPA, and Customer is a controller and Vendor is a processor under the Other State Laws. The specific purpose for which Vendor is processing personal information under the Agreement (and the only purpose for which Customer discloses personal information to Vendor under this Agreement) is for Vendor to provide the Software and Services as specifically set forth in the Agreement.

In its processing of personal information of consumers that the Customer has transferred to Vendor for processing, that Vendor may have access to or that Vendor has collected on the Customer's behalf, in each case in connection with its provision of the Software and Services, Vendor shall comply with all requirements of the CCPA that are applicable to service providers and contractors and all requirements of the applicable Other State Laws that are applicable to processors. Without limiting the foregoing, during the term of the Agreement and thereafter, Vendor shall: (i) not retain, use or disclose the personal information for any purpose (including any commercial purpose) other than for the specific purpose of performing the Services contemplated by the Agreement; (ii) not retain, use or disclose the personal information outside of the direct business relationship between Vendor and the Customer; (iii) not sell or (where CCPA applies) share the personal information to or with any third parties; (iv) not combine the personal information that Vendor receives from, or on behalf of, Customer with personal information that Vendor receives from, or on behalf of, another person or persons, or collects from its own interaction with the consumer, provided that Vendor may combine such personal information (1) for the specific purpose of providing the Services contemplated by the Agreement or (2) to perform any other permitted business purpose under CCPA and/or the Other State Laws, as applicable; (v) taking into account the nature of processing and the information available to Vendor, by appropriate technical and organizational measures and insofar as this is reasonably practical, promptly comply with Customer's reasonable written instructions associated with responding to any consumer's request to exercise the consumer's rights under CCPA or the Other State Laws, as applicable; (vi) taking into account the nature of processing and the information available to Vendor, reasonably assist Customer in meeting its obligations in relation to the security of processing personal information and in relation to providing for legally required notifications of breaches involving personal information; (vii) at Customer's direction, delete or return to Customer all personal information as requested at the end of the Agreement, unless retention of the personal information is otherwise permitted or required by law; and (viii) notify Customer after Vendor makes a determination that it can no longer meet its obligations under this Addendum. Customer has the right, upon notice to Vendor, to take reasonable and appropriate steps to stop and remediate Vendor's unauthorized use of personal information. Vendor certifies that it understands and will comply with the restrictions, duties and obligations set forth in this Addendum.

Where not prohibited by applicable law, nothing in this Addendum shall prohibit Vendor from retaining, using or disclosing the personal information in connection with: (i) retaining or employing another service provider, processor, contractor or subcontractor (as applicable), provided the service provider, processor, contractor or subcontractor meets the requirements for a service provider, processor, contractor or subcontractor under the CCPA or Other State Law, as applicable; (ii) internal use by Vendor to build or improve the quality of its services, provided that the use does not include building or modifying household or consumer profiles for use in providing services to another business, or correcting or augmenting data acquired from another source; (iii) detecting data security incidents, or protecting against fraudulent or illegal activity; (iv) complying with federal, state or local laws; (v)

complying with a civil, criminal or regulatory inquiry, investigation, subpoena or summons by federal, state or local authorities; (vi) cooperating with law enforcement agencies concerning conduct or activity that the Customer, Vendor or a third party reasonably and in good faith believes may violate federal, state or local law; or (vii) exercising or defending legal claims.

If Vendor authorizes any subcontractor (each, a “Vendor Subcontractor”) to process, retain or use any personal information received from the Customer, accessed in connection with the Services or collected on the Customer’s behalf in connection with the Services, then prior to any disclosure of such personal information to such Vendor Subcontractor, Vendor shall enter into a written agreement with such Vendor Subcontractor that (i) includes all required or necessary terms to ensure that such Vendor Subcontractor is deemed a service provider or contractor within the meaning of the CCPA or a processor, subprocessor or subcontractor within the meaning of any applicable Other State Law; and (ii) requires the Vendor Subcontractor to be bound by terms that are substantially equivalent to the restrictions, duties and obligations under this Addendum.

Upon Customer’s reasonable written request, and at Customer’s expense, Vendor will make available to Customer all information in Vendor’s possession necessary to demonstrate Vendor’s compliance with the obligations in this Addendum and (solely to the extent required by applicable law) to enable Customer to conduct and document data protection assessments. Additionally, at Customer’s expense, Vendor will allow for, and cooperate with, reasonable assessments by Customer or its designated assessor; alternatively, Vendor may (at no additional charge to Customer) arrange for a qualified and independent assessor to conduct an assessment of Vendor’s policies and technical and organizational measures in support of the obligations under this Addendum using an appropriate and accepted control standard or framework and assessment procedure for such assessments and provide a report of such assessment to Customer upon request. Customer acknowledges and agrees that any information, reports or assessments made available to Customer under this paragraph shall be Vendor’s Confidential Information and shall be subject to all confidentiality obligations set forth in the Agreement.

To the extent this Addendum is not governed exclusively by CCPA or an Other State Law (as applicable), it shall be governed by and construed in accordance with the laws set forth in the governing law section of the Agreement. If there is any conflict between this Addendum and the Agreement or any other data protection agreement(s) between the parties, this Addendum shall prevail to the extent of that conflict with respect to the personal information of consumers only.