



# Master Service Agreement

BY EXECUTING AN ORDER FORM THAT REFERENCES THIS MASTER SERVICE AGREEMENT YOU AGREE TO THE TERMS OF THIS MASTER SERVICE AGREEMENT AND THE APPLICABLE DOCUMENTS REFERRED TO HEREIN AND THEREIN INCLUDING THE SERVICE SCHEDULES. YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE COMPANY OR OTHER LEGAL ENTITY AND ITS AFFILIATES IDENTIFIED IN THE ORDER FORM TO THESE TERMS AND CONDITIONS, AND THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

This Agreement was last updated on November 30, 2018. It is effective between You and Us as of the date of Your accepting this Agreement by signing the Order Form.

## 1. Definitions

**"Additional Services"** means the products and services made available by Us and ordered by You through the Order Form and are as described in the applicable Service Schedule.

**"Additional Services Fee"** has the meaning set out in 3.2.

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. **"Control,"** for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Agreement"** means this Master Service Agreement, as amended and restated from time to time by updates to <http://www.league.com/master-service-agreement> and upon Notice to You.

**"Agreement Documents"** means the Documentation, the Order Form and Service Schedules.

**"Beta Service"** means services or functionality that may be made available to You to try at Your option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

**"Contact Email"** means the email address specified adjacent to the heading *"Contract Email"*, under the heading *"Your Information"* in the Order Form.

**"Documentation"** means any additional written agreements between the Parties except for the Order Form, this Agreement, or any applicable Service Schedules and shall include any of our usage or service guides with respect to Our Services and the Policies.

**"Employee"** means an individual who is: (i) Your employee, consultant, volunteers, contractors, agent or other third party with whom You transact business; and (ii) authorized by You to use a Service notwithstanding the fact that any such person may not be considered Your employee under applicable law or for other business purposes.

**"Employer Address"** means the address specified adjacent to the heading *"Employer Address"*, under the heading *"Your Information"* in the Order Form.

**"Employer Billing Address"** means the address specified adjacent to the heading *"Employer Billing Address(es)"*, under the heading *"Your Information"* in the Order Form.

**"Employee Information"** means information about Your Employees and their dependents that We collect, use and disclose in accordance with our Policies in order to provide the Services, Health Concierge, Marketplace, Rewards Program or Beta Services.

**"Expenses"** has the meaning set out in Section 3.3 [Expenses]

**"Fees"** shall consist of the Additional Services Fees and the Platform Fee.

**"GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC;

**"Go Live Date"** means the date specified adjacent to the heading *"Go Live Date"*, under the heading *"League Platform Terms"* in the Order Form.

**"Health Concierge"** shall have the meaning set out under Section 2.8 [Health Concierge].

**"Implementation Fee"** means the amount specified adjacent to the text *"Implementation Fee"*, under the heading *"League Platform Terms"* in the Order Form.

**"Implementation Services"** shall have the meaning set out under Section 2.112.1 [Implementation].

**"HRIS Integration Base Fee"** means the amount specified adjacent to the text *"HRIS Integration Base Fee"*, under the heading *"League Platform Terms"* in the Order Form.

**"HRIS Integration Monthly Fee"** means the amount specified adjacent to the text *"HRIS Integration Monthly Fee"*, under the heading *"League Platform Terms"* in the Order Form.

**"HRIS Integration Services"** shall have the meaning set out under Section 2.122.1 [HRIS Integration].

**"League Platform"** shall have the meaning set out under Section 2.1 [Platform Services].

**"Malicious Code"** means any type of code, file, script, agent or program intended to do harm provide unauthorized access to or otherwise disrupt and/or damage computers, programs, software and/or data (including, for example, viruses, worms, time bombs, spy-ware and Trojan horses).

**"Marketplace"** means an online directory, catalogue or marketplace of services and products not provided by Us that interoperate with the Services, that are available on the League Platform.

**"Minimum Employee Commitment"** shall mean, the greater of: (i) the number of Your Employees enrolled on the League Platform two weeks after the *"Go-Live Date"*; (ii) the number of Your Employees indicated as potential users of the League Platform according to the census (or otherwise provided to Us) provided to Us during the sales process; and (iii) the number of Your Employees enrolled on the League Platform at the beginning of any Renewal Term.

**"Order Form"** means a League ordering document or online order specifying the Services to be provided hereunder that is entered into between You and Us or any of Our Affiliates, as may be amended from time to time by a Supplemental Order Form.

**"Parties"** means both You and Us.

**"Payroll Integration Base Fee"** means the amount specified adjacent to the text *"Payroll Integration Base Fee"*, under the heading *"League Platform Terms"* in the Order Form.

**"Payroll Integration Monthly Fee"** means the amount specified adjacent to the text *"Payroll Integration Monthly Fee"*, under the heading *"League Platform Terms"* in the Order Form.

**"Payroll Integration Services"** shall have the meaning set out under Section 2.132.1 [Payroll Integration].

**"PEPM"** means the amount specified adjacent to the heading *"Platform Fee (Per Employee Per Month)"*, under the heading *"League Platform Terms"* in the Order Form.

**"Policies"** shall have the meaning set out under Section 2.15 [Policies]

**"Platform Fee"** shall have the meaning set out under Section 3.1 [Platform Fees].

**"Platform Services"** shall have the meaning set out under Section 2.1 [Platform Services].

**"Rewards Program"** shall have the meaning set out in Section 2.10 [Rewards Program].

**"Services"** consists of the Platform Services and the Additional Services.

**"Service Providers"** shall have the meaning set out under Section 2.1 [Platform Services].

**"Service Schedule"** means each of the schedules referred to in the Order Form, providing the terms and conditions for the Additional Services elected by You, as may be amended and restated from time to time by Us updating the applicable website referred to therein.

**"Signing Date"** means the date specified adjacent to the heading *"Signing Date"*, under the heading *"League Platform Terms"* in the Order Form.

**"Supplemental Order Form"** means addenda and supplements to the Order Form executed in writing by both Parties.

**"Taxes"** shall have the meaning set out under Section 3.9 [Taxes]

**"Term End Date"** means the date specified adjacent to the heading *"Term End Date"*, under the heading *"League Platform Terms"* in the Order Form.

**"Unforeseeable Events"** has the meaning set out in Section 6.1 [Unforeseeable Events].

**"We," "Us" "League" or "Our"** means the League company described in Section 8.1 [General].

**"Your Data"** means electronic data and information submitted by or for You with respect to the Services. Your Data does not include data derived from Your Data which has been anonymized and aggregated so that it cannot reasonably be identified or connected to an individual. Your Data does not include Employee Information.

**"You" or "Your"** means, in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the one or more companies or other legal entities accepting this Agreement specified adjacent to the heading *"Employer Name(s)"*, under the heading *"Your Information"* in the Order Form.

## 2. Services

**2.1. Platform Services.** We have established and you have elected to subscribe to an online platform that can be used to connect You and Your Employees to a network of various health, wellness, benefit and other service providers and insurers ("**Service Provider(s)**") through a web-based portal (the "**League Platform**"). The League Platform may be used to access the applicable Platform Services, Additional Services, the Marketplace, Health Concierge, the Rewards Program and any Beta Services. "**Platform Services**" shall refer to the provision of the League Platform to You and Your Employees. We will provide the Platform Services to those Employees elected by You in accordance with the terms of this Agreement.

- 2.2. Use of League Platform and Platform Services.** As part of Services provided to You pursuant to this MSA and any Service Schedule, We will provide access to You and Your Employees to the League Platform, for use only in accordance with the terms of this Agreement and the Agreement Documents. Subject to the terms and conditions of this Agreement, during the Term, We hereby grants You a non-exclusive, non-sublicensable, non-transferable, national license to access and use the Platform, solely for internal business purposes as set forth herein. Unless otherwise set out in the Agreement Documents, the Services include providing You with the use of League's standard technology for: (a) registering and creating an online employer account; (b) updating information provided by you via the League Platform; and (c) sending invitations to Employees to use the Services and to modify the list of Employees who are able to use the League Platform and the Services. The Parties agree that You are solely responsible for entering accurate information in the profiles for Your Employees, and deleting ineligible Employees. You shall pay all expenses paid by Us or Our Affiliates to Service Providers or other third parties on Your behalf, even if an employee was not eligible for a benefit or service because You failed to keep the employee's account accurate or current.
- 2.3. Additional Services.** If You elect to obtain any Additional Services set forth in an Order Form, we will provide those services to You based on the terms and conditions set forth in this MSA, the applicable Order Form and the applicable Service Schedule referred to therein, or as otherwise set out in an additional statement of work appended to the Order Form or otherwise signed and executed by the Parties. The services set out in any such Service Schedule(s), this Agreement and any executed statement of work represent the entire scope of services We will provide to You and Your Employees.
- 2.4. Services Standard.** We will (a) perform the Services with reasonable skill and care in accordance with this Agreement; (b) use reasonable technical means to ensure that software used to provide the Services to You does not contain any Malicious Code; (c) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including Unforeseeable Events; and (d) in accordance with any service level agreement that is executed by the Parties in writing.
- 2.5. Limitation of Services.** You acknowledge that the Services are administrative in nature, and in providing the Services, Our role is to assist in facilitating access to certain insurance, health, wellness and/or other services from Service Providers and when requested assist in accessing insurance coverage for health care benefits. To the extent permitted by applicable law, You also acknowledge that the Services do not involve the provision of any medical, healthcare, other wellness service, accounting, tax, legal or other professional services other than as set out in a Service Schedule, and that We are not a fiduciary.
- 2.6. Agreements with Service Providers.** You acknowledge that You and Your Employees may enter into agreements, insurance policies, benefit plans, or other relationships with third-party Service Provider(s) in connection with the Services ("**Service Provider Agreements**"). You will be responsible for ensuring that You and Your Employees' use of the Services complies with any Service Provider Agreement You or Your Employees' have entered into with a Service Provider. We make no representation or warranty as to the Service Provider Agreements or the rights or obligations of You, Your Employees or the Service Provider(s) thereunder and hereby expressly disclaims any condition, representation or warranty of any kind, whether direct, indirect, collateral, express or implied related thereto. We will have no liability for any breach, harm or damage arising out of or in connection with the Service Provider Agreements or products or services procured thereunder.
- 2.7. Your Responsibilities and Obligations.** You will: (a) be responsible for Your Employees' compliance with this Agreement and the Agreement Documents; (b) be responsible for the accuracy, quality and legality of Your Data, the means by which You acquired Your Data and Your use of Your Data with our Services; (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Us promptly of any such unauthorized access or use; and (d) use Services only in accordance with this Agreement, the Agreement Documentation and applicable laws and government regulations. In addition, You hereby agree not to or permit any of your Employees to: (a) make any Service available to anyone other than Employees; (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service; (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (d) use a Service to store or transmit Malicious Code; (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein; (f) attempt to gain unauthorized access to any Service or its related systems or networks; (g) permit direct or indirect access to

or use of any Service in a way that circumvents a contractual usage limit, or use of any of Our Services in a manner that violates the Policies set forth in Section 2.15 [Policies], or to access or use any of Our intellectual property except as permitted under this Agreement, an Order Form, or the Documentation; or (h) disassemble, reverse engineer, or decompile a Service or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service or (4) determine whether the Services are within the scope of any patent. Any use of the Services in breach of this Agreement or the Agreement Documents, by You or Employees that in Our judgment threatens the security, integrity or availability of Our services, may result in the immediate suspension of the Services. You also hereby represent and warrant that You are not our competitor. You may not access the Services if You are Our competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

**2.8. Health Concierge.** You or Your Employees may have access to a chat, phone or an email based program where a Registered Nurse or other health care provider or professional will ask Your Employees to answer questions so they can assess their health problems and give them advice ("**Health Concierge**"). Health Concierge nurses, or other health care providers or professionals will not diagnose You or Your Employees illness or give or prescribe medicine to Your Employees. They will direct Your Employees to the most appropriate level of care or may put Your Employee in contact with a health professional who can advise them as to next steps. Use of the Health Concierge will be subject to Terms of Use, FAQ or other policies and terms that may be provided or posted by Us from time to time ("**Health Concierge Guidelines**"). We will have no liability for any harm or damage arising out of or in connection with the use of the Health Concierge.

**2.9. Marketplace.** Access to the Marketplace is not considered a "Service" under this Agreement, however, all restrictions, Our reservation of rights and Your responsibilities and obligations concerning the Services shall apply equally to Your and Your Employees' use of the Marketplace. League makes no representations, warranties or guarantees to You or Your Employees with respect to the specifications, capabilities, safety, effectiveness, or other features of any product or service offered in the Marketplace. We will have no liability for any harm or damage arising out of or in connection with the use of the Marketplace or products or services procured through or referenced or endorsed by the Marketplace.

**2.10. Rewards Program.** You or Your Employees may have access to a rewards program as part of the League Platform (the "**Rewards Program**") which will be subject to Terms of Use, FAQ or other policies and terms that may be provided or posted by Us from time to time ("**Rewards Program Guidelines**"). Unless otherwise required by law, We reserve the right to change, modify and/or eliminate the Rewards Program (including the value of any rewards) and/or all or any portion of the Rewards Program Guidelines pertaining to the Rewards Program in accordance with this provision in Our sole discretion without consideration to You or Your Employees. Any credits, points or other awards pursuant to a Rewards Program ("**Rewards Credits**") are personal to the Employee and may not be sold, transferred or assigned to, or shared with You or anyone else or used by You or the Employee for any commercial purpose. Without notice to You or the Employee, We also reserve the right to "unregister" and make ineligible for the Rewards Program to any Rewards Program member that has been inactive for two (2) consecutive years or no longer continues to be an Employee, unless otherwise required by law. "Inactive" is defined as no Rewards Credits earned in the immediately preceding twenty-four (24) months. In the event that an Employee is unregistered or rendered inactive, then all accumulated Rewards Credits in such Employees account are void.

**2.11. Implementation.** We will provide the following additional integration services as applicable (together the "**Implementation Services**"), such activities shall constitute "**Additional Services**" within the meaning of this Agreement: (i) data collection, delivery and set-up with respect to insurance carriers; (ii) training of Employees & HR administrators and assistance with communication; (iii) advice on the configuration of certain internal systems to align reporting; and (iv) benefits enrolment configuration. The Implementation Services shall not include HRIS Integration Services.

**2.12. HRIS Integration.** Upon Your request and as reflected in the Order Form, We will provide You with the following additional HRIS integration services as applicable ("**HRIS Integration Services**"), and if so elected, such activities shall constitute "Additional Services" within the meaning of this Agreement: (i) build connection with HRIS System; (ii) test connection, performance and production environments with respect to HRIS system; (iii) test logging and failure scenarios with respect to HRIS System; (iv) confirm customer integration with HRIS



system use cases; and (v) gather and confirm customer's business process requirements with respect to HRIS system.

- 2.13. Payroll Integration.** Upon Your request and as reflected in the Order Form, We will provide You with the following additional Payroll integration services as applicable ("**Payroll Integration Services**"), and if so elected, such activities shall constitute "Additional Services" within the meaning of this Agreement: (i) generate payroll deduction file on a periodic basis; (ii) load payroll deduction files into Your payroll system; and (iii) share specifications on how Your payroll system needs to be configured in order to process the applicable files.
- 2.14. Beta Services.** From time to time, We may make Beta Services available to You at no charge. You may choose to try such Beta Services or not in Your sole discretion. Beta Services are intended for evaluation purposes and may be subject to additional terms. Beta Services are not considered "Services" under this Agreement, however, all restrictions, Our reservation of rights and Your responsibilities and obligations concerning the Services shall apply equally to Your and Your Employee use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.
- 2.15. Policies.** You acknowledge and agree that in accessing the Services, the League Platform, the Marketplace or the Beta Services, You and Your Employees will be required to create an online account and in creating such online account and using Our online applications, You and Your Employees will be required to consent and agree to Our standard Online Usage and Privacy Agreement which can be found using the following links, as such policies may change from time to time (the "Policies") on notice to You:

Privacy Policy: <https://league.com/privacy>  
Online Usage Policy: <https://league.com/tcmember>

### 3. Fees and Payment for Services

- 3.1. Platform Fees.** Each month, You will pay all fees specified in the Order Form which is equal to the PEPM multiplied by the greater of: (a) the Minimum Employee Commitment; and (b) the number of Employees actually elected by You to be enrolled on the League Platform, plus additional applicable Taxes (the "**Platform Fee**"). Except as otherwise specified herein or in an Order Form: (i) Platform Fees are based on the terms of the Agreement and the Additional Documents not actual usage, (ii) Platform Fee payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the Minimum Employee Commitment cannot be decreased during the relevant subscription term.
- 3.2. Additional Services Fees.** You will pay the Implementation Fee within 30 days of the Signing Date. You will pay the HRIS Integration Base Fee within 30 days of the Signing Date and pay the HRIS Integration Monthly Fee multiplied by the number of Employees enrolled on the League Platform each month starting at the Go-Live Date. You will be responsible to pay all fees specified in the Order Forms and applicable Service Schedule(s) set out under the heading "Fees" or otherwise classified as fees in the applicable Service Schedules with respect to the Additional Services ("**Additional Services Fee**") as invoiced.
- 3.3. Expenses.** You will be responsible to pay the expenses set out under the heading "Expenses" or otherwise classified as expenses in the applicable Service Schedules with respect to the Additional Services (the "**Expenses**") as invoiced. For the avoidance of doubt: (i) You shall be responsible to pay any data integration fees or set-up fees or similar fees charged by Your services providers, and to the extent they are charged to Us they shall be treated as Expenses hereunder; and (ii) we will not charge you for travel expenses, administration expenses, or other similar expenses unless agreed upon by You.
- 3.4. Invoicing, Payment and ACH** We will invoice You for the applicable Fees, Expenses and Taxes (the "**Payment**") for the first month of Services and any Implementation Fee on the Signing Date and apply that payment to the first month's bill associated with the Go-Live Date. Thereafter each month, we will at our option: (i) bill You by invoice for the Payment due; or (ii) debit Payments from You via ACH transaction based on the

account information set out in the Order Form under the heading "Information for ACH" and You hereby authorize same.

If billing by invoice, Payment is due net 15 days from the invoice date by way of electronic funds transfer (EFT). You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

If We debit Payments by ACH or other electronic means, Our authority to do so will remain in full force until We have received written notification from You of the termination of this authority in such time and in such manner as to afford Us and the Your bank a reasonable opportunity to act on such termination of authority. It is understood that the purpose of Your aforementioned authorization is to provide a means providing Payment to Us. We reserve the right to correct any processing errors and to recover any payment made in error for any reason, and the You authorize Us to debit or credit the Your account as necessary to correct such errors.

**3.5. Overdue Amounts.** If any invoiced amount is not received by Us by the due date specified in the applicable invoice, then without limiting Our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 3.4 [Invoicing and Payment]. We reserve the right to set-off any overdue amounts against any amounts payable by Us to You or Your Affiliates. In addition, if We do not receive payment for any Payment due within ten (10) business days of the expected date of receipt as determined by the payment method, then We may suspend the performance of all applicable Services and place all processing on hold until all past due Payments Fees are paid. We shall have no liability for any losses due to suspending or placing any Services on hold for non-payment. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of this Section 3 [Fees and Payment for Services].

**3.6. Payment Disputes.** You will review monthly statements and invoices carefully upon receipt and shall detail in writing to Us any issues, concerns, or inaccuracies regarding the statements and/or invoices within 30 days (a "Payment Claim"). Failure to make a Payment Claim within 30 days shall be deemed to be acceptance by You of the information set out in the statement or invoice. After the expiry of the 30-day review period, You shall have no right to claim, take action, or set off any amount of funds related to invoices or statements that were provided to you prior to that 30-day period. In the event you fail to pay the entire amount specified in the applicable invoice within 30 days, and such amount is not subject to a Payment Claim, We will, upon 10 days' written notice, be entitled to suspend performance of the Services until such time as the Payments are fully paid. We will not exercise Our rights under Section 3.5 [Overdue Amounts] or Section 3.7 [Suspension of Service] if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute, however we reserve the right to set-off any overdue amounts against any amounts payable by Us to You or Your Affiliates. Any refunds or adjustments to be made by Us for the benefit of You will be processed only after verification is made that sufficient funds were received by Us to cover all Payments due to Us. No refunds or adjustments will be made while You are in default under this Agreement.

**3.7. Suspension of Service.** If any amount owing by You under this or any other Agreement for Our services is 15 or more days overdue, We may, without limiting Our other rights and remedies, upon at least 10 days' written notice, suspend Our services to You and Your Employees until such amounts are paid in full. If any amount owing by You under this or any other Agreement for Our services is 60 or more days overdue, We may, without limiting Our other rights and remedies, upon at least 10 days' written notice, terminate Our services to You and Your Employees and accelerate Your unpaid obligations to pay Fees under this Agreement and the applicable Service Schedules. We shall have no liability for any direct or indirect losses due to suspending or placing any Services on hold for non-payment.

**3.8. Currency.** Unless otherwise specified, (a) if you are domiciled in the United States of America, references to amounts in this Agreement shall be in United States Dollars, and (b) if you are domiciled in Canada, references to amounts in this Agreement shall be in Canadian Dollars.

**3.9. Taxes.** Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 3.9

[Taxes], We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

## 4. Intellectual Property

- 4.1. General.** Notwithstanding anything contained in this Agreement or the Agreement Documents, League has and shall have sole and exclusive ownership of all rights, title, and interest in the League Platform, the Services and any and all Documentation, derivative works, interfaces, inventions, discoveries, patentable or copyrightable matter, concepts, expertise, techniques, patents, copyrights, trade secrets and other legal rights related thereto (the “**League Intellectual Property Rights**”). You are only permitted to use the League Intellectual Property Rights or any Services provided by League for Your or Your Employees’ use and You are not permitted to provide any services involving the League Intellectual Property Rights to any third party unless expressly set forth in the Agreement or the Agreement Documents. You shall not acquire any rights in or relating to the League Intellectual Property Rights or any documentation describing the League Platform or Services which You shall access or use through the provision of Services. The Parties agree that any improvements or updates to any such property discovered as part of the Services shall be, as between the Parties, the sole property of League and shall form part of the League Intellectual Property Rights. You also hereby irrevocably waive and agree not to assert any moral rights, rights of integrity, rights of paternity, or similar rights to object to or prevent modification of any League Intellectual Property Rights, or to insist upon being identified as the creator or author of any League Intellectual Property Rights.
- 4.2. Restrictions.** You agree that you are prohibited from engaging in, causing, assisting or permitting, the reverse engineering, disassembly, translation, adaption or recompilation of any component of the League Intellectual Property Rights and that you shall not attempt to obtain or create the source code from the object code of any such component. You acknowledge that you will not use any component of the League Intellectual Property Rights for any illegal purpose or activity.

## 5. Confidentiality and Privacy

- 5.1. Definition.** “**Confidential Information**” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing). However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 5.2. Obligations.** The Receiving Party will use the same degree of care to protect the confidentiality and security of the Confidential Information of the Disclosing Party that it uses to protect the confidentiality and security of its own Confidential Information of like kind (but not less than reasonable care). The Receiving Party agrees to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Subject to section 5.3, neither party will disclose the Confidential Information of the other party to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this “Confidentiality” section. Notwithstanding the foregoing: (i) We may disclose the terms of this Agreement and any applicable Order Form to a subcontractor to the extent necessary to perform Our obligations to You under this Agreement, under terms of confidentiality materially as protective as set forth herein; and (ii) a third-party



hack, unauthorized access, or Malicious Code shall not be considered unauthorized disclosure of confidential information by a party for the purposes of this section.

**5.3. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

**5.4. Privacy.** We will collect, use, disclose and otherwise process ("**Process**") Employee Information in compliance with applicable privacy laws. We will process Employee Information for the purposes of providing the Services, Health Concierge, Marketplace, Rewards Program or Beta Services (as applicable) and otherwise in accordance with our Policies, which each Employee will be required to accept prior to accessing the League Platform. We will protect Employee Information using security measures that are appropriate having regard to the sensitivity of the information and that are in compliance with requirements of privacy laws or as otherwise agreed to by the parties in an Information Security Schedule agreed to by the Parties. We will notify you if we experience any loss or theft of, or other unauthorized Processing of, Employee Information. We will ensure that all of our sub-processors with access to Employee Information agree to data protection terms that are equivalent to those set out in this paragraph. Notwithstanding the foregoing, You agree that we may create de-identified or aggregate data that does not identify, and is not reasonably capable of identifying, any Employee or You, from the Employee Information and may use such de-identified or aggregate data for any lawful purpose. A third-party hack, unauthorized access, or Malicious Code shall not be considered unauthorized breach of this privacy for the purposes of this section.

**5.5. GDPR.** If, in providing the Services, We shall process personal data (as that term is defined in GDPR) on Your behalf, and that processing is subject to GDPR, Our "**GDPR Processing Terms**" shall be appended to the Order Form and shall apply in relation to that processing. If there is any conflict or inconsistency between any provision of the GDPR Processing Terms and any other provision of this Agreement (or any other document incorporated into it by reference), that provision of GDPR Processing Terms shall take precedence. You hereby represent and warrant that, to the extent that We process personal data in accordance with this Agreement and that processing is subject to GDPR: (a) You have notified us that Your Data contains personal data; (b) You have taken all necessary steps (including obtaining all necessary consents and giving all necessary notices) to enable lawful processing of the personal data by Us, including the transfer of that personal data outside of the European Economic Area; and (c) Your instructions to Us with respect to the processing of such personal data are lawful.

## 6. Unforeseeable Events

**6.1. General.** If Our ability to provide Services is curtailed or limited, directly or indirectly by causes beyond our control (an "**Unforeseeable Event**"), Our inability to provide Services in whole or in part shall not constitute a breach or failure of performance under this Agreement for the period of time occasioned by any such occurrence. Upon the occurrence of such unforeseen event, We shall have the right to do any or all of the following: (a) suspend performance of the Service and use commercially reasonable efforts to resume its performance as soon as is practicable after the cessation of such event; (b) upon written agreement between You and Us, make an equitable adjustment to the Fees to take into consideration additional costs or unanticipated additional administrative expenses which we may incur if it is able to continue to provide some or all of the Services during such event; and (c) terminate this Agreement or a particular Service Schedule if such event continues for a period of more than 30 days.

**6.2. Termination.** You may terminate this Agreement or a particular Service Schedule if an Unforeseeable Event continues for a period of more than 60 days. However, no force majeure or unforeseeable event shall excuse you from paying the Fees, Expenses and Taxes due under this Agreement or the Service Schedules.

**6.3. Return of Fees.** In the event of a termination pursuant to this Section 6, We shall return to You, any unearned, prepaid Fees allocable to the Service(s) so terminated.

**6.4. Change in Laws.** In the event of a change in the laws, regulations or rules governing Our business which materially affects the cost of or manner in which We carry on Our business as it relates to the Services, We will notify You and the Parties will negotiate in good faith an amendment to the terms in the Order Form and provide you notice of any changes to this Agreement or the Agreement Documents, and if within 30 days of the date of notification, the Parties are unable to agree upon amendments to counteract the effect of the change in law, then We shall determine whether to terminate this Agreement and Agreement Documents, and if so, We shall provide written notice to You of same.

## 7. Term & Termination

**7.1. Term and Renewal.** This Agreement shall commence on the date set out as the Signing Date and shall continue until the later of (a) termination of all Service Schedules in respect of which it has been adopted; and (b) the Term End Date (the "**Initial Term**"), following which Initial Term or Renewal Term it will renew automatically for an additional 12-month term (each, a "**Renewal Term**", and the Initial Term together with all Renewal Terms, the "**Term**") unless either party decides that it does not wish to renew this Agreement before the expiration of the Initial Term or any Renewal Term, as applicable, by notifying the other party in writing at least 60 days before the completion of the Initial Term or Renewal Term, as applicable. Should this agreement be automatically renewed in accordance with the above, or in accordance with the Service Schedule(s), We may modify the PEPM by providing written advanced notice to You at least 60 days prior to the start of the applicable additional term (the "**Notice Period**"), and any increase to the PEPM will not exceed ten percent (10%) of the previous year's PEPM. During the Notice Period You may elect to not accept the change in PEPM by providing League with written notice prior to the expiry of the Notice Period that You wish to terminate this Agreement and all the Services in the Service Schedules.

**7.2. Termination.** A party may terminate this Agreement for cause (i) upon providing written notice to the other party of a material breach, if such breach remains uncured at the expiration of the 30 day period commencing upon the date upon which the notice of the breach was provided, (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or (iii) as otherwise set out in this Agreement.

**7.3. Refund or Payment upon Termination.** If this Agreement is: (a) terminated by You in accordance with Section 7.2 [Termination]; or (b) terminated by Us for any other reason besides a *bonafide* termination under Section 7.2, We will refund You any Platform Fees and not yet incurred Expenses you may have prepaid covering the remainder of the Term. If this Agreement is: (a) terminated by Us in accordance with Section 7.2; or (b) terminated by You for any other reason besides a *bonafide* termination under Section 7.2, You will pay Us any unpaid Fees under this Agreement and the applicable Service Schedule each for the remainder and duration of the Term. In no event will termination relieve You of Your obligation to pay any Fees or Expenses payable to Us for the period prior to the effective date of termination.

**7.4. Data Portability.** Upon request by You made within 45 days after the effective date of termination or expiration of this Agreement, We will make Your Data available to You for export or download in a portable, readily usable, and transportable way within 45 days or such shorter period as required by law or regulation. Unless legally required, after the 45-day period after the effective date of termination or expiration of this Agreement, We will have no obligation to maintain or provide any Your Data, and may thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control.

**7.5. Survival.** The sections titled "Services", "Fees and Payments for Services", "Intellectual Property", "Confidentiality", "Mutual Indemnification", "Competition and Non-Contravention", "Limitation of Liability", "Refund or Payment upon Termination", "Survival", and "General Provisions" will survive any termination or expiration of this Agreement.

## 8. Whom You Are Contracting With, Notice, Governing Law and Jurisdiction

**8.1. General.** Who You are contracting with under this Agreement, who You should direct notice to under this Agreement, what law will apply in any dispute or lawsuit arising out or in connection with this Agreement, and which courts have jurisdiction over any such dispute or lawsuit, depend on where You are domiciled (which shall be determined by the Employer Address).

If You are Domiciled In:	You are contracting with:	Notices should be addressed to:	The Governing law is	The courts having exclusive jurisdiction are:
The United States of America	League Corp, a Delaware corporation	225 King St W, Suite 800, Toronto, ON Canada M5V 3M2  ATTN: General Counsel With a copy to (which shall not constitute Notice): <a href="mailto:myusuf@league.com">myusuf@league.com</a>	California and controlling United States federal law	San Francisco, California, USA
Canada	League Inc., an Ontario corporation	225 King St W, Suite 800, Toronto, ON Canada M5V 3M2  ATTN: General Counsel With a copy to (which shall not constitute Notice): <a href="mailto:myusuf@league.com">myusuf@league.com</a>	Ontario, and controlling Canadian Law	Toronto, Ontario, Canada,
A Country in Europe, the Middle East or Africa	League Benefits Ltd.	c/o William Fry Solicitors 6th Floor 2 Grand Canal Square Dublin 2 Ireland	Irish	The Courts of Ireland

**8.2. Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("**Legal Notices**"), which shall clearly be identifiable as Legal Notices. Billing-related notices to You will be addressed to the relevant Billing Address or Contact Email. All other notices to You will be addressed to the Employee Address or Contact Email.

**8.3. Agreement to Governing Law and Jurisdiction.** Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above

**8.4. No Agency.** For the avoidance of doubt, We are entering into this Agreement as principal and not as agent for any other League.com company. Subject to any permitted Assignment under Section 12.5 [Assignment], the obligations owed by Us under this Agreement shall be owed to You solely by Us and the obligations owed by You under this Agreement shall be owed solely to Us.

## 9. Warranty

- 9.1. Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, SERVICE SCHEDULES, OR DOCUMENT(S), AND ANY ADDENDUMS THERETO, YOU UNDERSTAND AND AGREE THAT THE SERVICES AND LEAGUE PLATFORM ARE PROVIDED ON AN "AS-IS" BASIS ARE WITHOUT CONDITION, REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER DIRECT, INDIRECT, COLLATERAL, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, OWNERSHIP, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR ERROR FREE OPERATION (EVEN IF CREATED BY THE INTERNATIONAL SALE OF GOODS CONVENTION, AND WHETHER OR NOT WE KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM, OR USAGE IN TRADE, OR BY THE COURSE OF DEALING.
- 9.2. Future Functionality.** You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

## 10. Mutual Indemnification

- 10.1. Indemnification by Us.** We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that any Service that You purchased materially infringes or misappropriates such third party's intellectual property rights (a "**Claim Against You**"), and will indemnify You from any damages, reasonable attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of, a Claim Against You, provided You: (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability); and (c) give Us all reasonable assistance, at Our expense.

The above defense and indemnification obligations do not apply to Your: (a) use of the Services in violation of this Agreement, Services Schedule(s), the Documentation or applicable Order Forms; (b) to the extent that a Claim Against You relates to Your willful misconduct or gross negligence; (c) relates to the incorporation of any Service or software that You purchased is combined, operated with or used with, any technology (including any software, hardware, firmware, system or network) or service not provided by Licensor or specified for Licensee's use in the Documentation; and (d) relates to the modification of any Service or software that You purchased from Us other than: (i) by Us in connection with this Agreement; or (ii) with Our express written authorization and in strict accordance with Licensor's written directions and specification.

If any Claim Against You is made or is reasonably likely to be made against You with respect to intellectual property rights infringement, We shall promptly and at Our own expense either: (a) procure for the You the right to continue using and possessing the relevant intellectual property rights; or (b) modify or replace the infringing part of the intellectual property rights and without adversely affecting the functionality of the Services as set out in this Agreement so as to avoid the infringement or alleged infringement, provided that if We, having used Our reasonable endeavours, neither of the above can be accomplished on commercially reasonable terms, We shall (without prejudice to the indemnity above) refund the Fees paid by You in respect of the affected Services.

- 10.2. Indemnification by You.** You will defend Us and Our Affiliates against any claim, demand, suit or proceeding made or brought against Us: (a) relating to or arising from Your and Your Employee's use of any and all Services which are the subject of this Agreement and the Agreement Documentation, including but not limited to Services provided by Service Providers; (b) by an Employee; (c) relating to or arising from Your or Your Employee's breach of this Agreement or the Agreement Documents; (d) relating to or arising from Your or Your Employees willful misconduct or gross negligence; (e) relating to or arising from a breach by You of Section 5.5; and (f) (each a "**Claim Against Us**"), and You will indemnify Us from any damages, reasonable attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement of, a Claim Against Us.

**10.3. Exclusive Remedy.** This Section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section

## 11. Limitation of Liability

**11.1. Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL PLATFORM FEE PAID BY YOU IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT YOU AND YOUR AFFILIATES' OBLIGATIONS TO PAY AMOUNTS OWED FOR FEES AND EXPENSES AND OUR INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN. IN ADDITION, THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO EITHER PARTY'S BREACH OF SECTION 5.2 [CONFIDENTIALITY], SECTION 5.5 [PRIVACY] OR SECTION 5.5 [GDPR] FOR WHICH THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES SHALL NOT EXCEED THE GREATER OF: (A) 200% THE TOTAL PLATFORM FEE PAID BY YOU IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE; AND (B) ONE MILLION DOLLARS (\$1,000,000).

**11.2. Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## 12. General

**12.1. Export Compliance.** The Services, Content, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Employees to access or use any Service or Content in a U.S. embargoed country or in violation of any U.S. export law or regulation.

**12.2. Anti-Corruption.** You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department at [compliance@league.com](mailto:compliance@league.com).

**12.3. Entire Agreement.** This Agreement is the entire agreement between You and Us regarding Your use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

**12.4. Paramountcy / Order of Precedence.** In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, (3) the Service Schedule(s), and (4) the Documentation.



- 12.5. Assignment.** You may not assign any of Your rights or obligations hereunder, whether by operation of law or otherwise, without Our prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement and the Agreement Documents in their entirety, without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.
- 12.6. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 12.7. Sub-Contractors.** We may, in our sole discretion, sub contract with other persons to perform part of the Services.
- 12.8. Professional Advice.** You acknowledge that you have had the opportunity to obtain you own legal and tax advice with respect to this Agreement and the Service Schedule(s).
- 12.9. Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 12.10. Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 12.11. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 12.12. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Counterparts of this Agreement may be delivered via facsimile, electronic mail (including adobe.pdf, docusign or any electronic signature) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- 12.13. Media & Promotions.** We may use your name and media logo for the purpose of promoting Our Services to other potential employers.
- 12.14. Insurance.** League shall maintain the following minimum insurance coverage and limits: (i) commercial general liability of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate; (ii) errors and omissions coverage limits of \$5,000,000; and (iii) cyber liability insurance with coverage limits of \$5,000,000.
- 12.15. English Language.** It is the express wish of the parties that this Agreement and all related Documentation, Services Schedules, notices and other communications, be drawn up in the English language only. *Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.*