

ALEGION, INC.
WORKFORCE SERVICES ADDENDUM

This **WORKFORCE SERVICES ADDENDUM** (the "**Addendum**") is an addendum to, and is hereby incorporated into, the Platform Agreement between Alegion and Client, including the Platform Terms and other Addenda incorporated therein (collectively, the "**Platform Agreement**").

1. WORKFORCE SERVICES

1.1 Performance of Workforce Services

Subject to the timely payment of any applicable Workforce Services Fees (as defined by an applicable Order Form), Alegion agrees to use reasonable commercial efforts to provide agreed upon Workforce Services (as defined by an applicable Order Form). If Alegion cannot complete the Workforce Services within the estimated hours, or if Alegion provides additional Workforce Services, Customer will pay Alegion at its then-current hourly rates for such additional Workforce Services.

1.2 Workforce Services IP:

In connection with Alegion's provision of Workforce Services, Alegion will use, exploit and rely upon processes, workforce, inventions, patents, trade secrets, trademarks and copyrights, including ideas, concepts and know-how, developed or obtained by Alegion or for Alegion either prior to or during the term of this Agreement (collectively, "Alegion Workforce Services IP"). Customer acknowledges that Alegion retains all rights in the Workforce Services and Alegion Workforce Services IP (and any improvements thereto), including all copyright, patent and other intellectual property or proprietary rights therein. No title to or ownership of Alegion Workforce Services IP (including any derivative works) or any associated intellectual property or proprietary rights are transferred to Customer by this Agreement, and no licenses to any Alegion Workforce Services IP are granted to Customer. No rights or licenses are granted to Customer hereunder other than as expressly set forth herein.

1.3 Client Materials:

Client hereby grants Alegion a non-exclusive, transferable, sublicenseable (through multiple tiers) license to display, use and modify the Client Materials during the term of this Addendum for the purpose of providing the Workforce Services. Client acknowledges and agrees that such Workforce Services will involve the services of third parties and will involve sharing such Client Materials with third parties. Accordingly, Client acknowledges and agrees that any Client Materials that are subject to Workforce Services shall not be considered Confidential Information, regardless of the content of such Client Materials or whether such Client Materials are marked "Confidential." Except of the expressly set forth in the Platform Agreement, Client will retain all right, title and interest in and to all Intellectual Property Rights embodied in or associated with the Client Materials.

2. CLIENT OBLIGATIONS

2.1 Warranties of Client:

Client represents and warrants that: (a) it has all necessary rights and authority to execute this Agreement and perform its obligations and to grant the rights and/or licenses granted hereunder to Alegion; (b) the Client Materials, as provided by Client, will not infringe upon the Intellectual Property Rights of any third party; and (c) it will comply with all applicable laws in the performance of its obligations hereunder.

2.2 Client Compliance.

Client shall comply with all laws regarding privacy and the use and disclosure of personal data in connection with providing Client Materials to Alegion in connection with the Workforce Services. Client shall obtain any and all consents required for Alegion to receive, use and access the personal data of any end users as required by applicable law. Client shall be solely responsible for ensuring that the Workforce Services provided under this Agreement do not violate any laws. Client shall be responsible for determining whether and to what extent any permits, registrations, authorizations or filings are required by any governmental agency in any jurisdiction in which Client has requested Workforce Services be

performed ("Permits"). Client shall apply for, receive and maintain any Permits required for, related to, or arising from the Workforce Services.

2.3 Client Support.

Client shall be solely responsible for any support services required by Client other than as set forth in an applicable Exhibit.

2.4 Privacy Policy.

Client acknowledges and agrees that it has reviewed the Privacy Policy available at <https://alegion.com/privacy-policy/> (as the same may be amended from time to time) and that Client agrees to be bound by the terms contained therein and hereby grants to Alegion the right to use any information submitted as outlined therein.

2.5 Acceptable Use: Client acknowledges and agrees that it has reviewed the Acceptable Use Policy available at <https://alegion.com/acceptable-use-policy/> (as the same may be amended from time to time) and that Client agrees to be bound and abide by the terms contained therein.

2.6 Fees and Payments. In consideration of the Workforce Services, Client shall pay Alegion at the Workforce Services Fees set forth on the applicable Order Form. Unless otherwise set forth on the applicable Order Form, Alegion will issue invoices to Client on a monthly basis for amounts due under this Addendum, and payment of such amounts shall be due within ten (10) days of the date of invoice.

3. LIMITATION OF WARRANTIES AND LIABILITY:

ALEGION MAKES NO REPRESENTATIONS OR WARRANTIES UNDER THIS ADDENDUM, AND CLIENT ACKNOWLEDGES THAT THIS ADDENDUM IS SUBJECT TO ALL DISCLAIMERS AND LIMITATIONS OR LIABILITY SET FORTH IN THE PLATFORM TERMS.

4. TERM; TERMINATION

4.1 Term. This Addendum shall commence on the date of execution by both Parties (the "Addendum Effective Date") and shall remain in effect until the earlier to occur of (i) completion of all outstanding Workforce Services hereunder; or (ii) termination in accordance with Section 4.2. Notwithstanding the foregoing, this Addendum shall remain in effect for a period of not less than one (1) year from the Addendum Effective Date unless earlier terminated in accordance with Section 4.2.

4.2 Termination for Breach. Either Party may, at its option, terminate this Addendum in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Addendum shall terminate in the event that such cure is not made within such thirty (30)-day period. Without limiting the foregoing, Alegion may immediately terminate this Addendum upon written notice in the event that Client becomes insolvent or enters bankruptcy during the term of this Addendum.

4.3 Effect of Termination. In the event of termination or expiration of this Addendum, Client shall promptly pay to Alegion all amounts, including without limitation any Workforce Services Fees, due and outstanding.

4.4 Survival. The provisions of Sections 1.2, 1.4, 2.1, 2.2, 2.4, 3, 4.3 and 4.4 will survive the termination or expiration of this Addendum.