

BIZNUSOFT HR MASTER SERVICES AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT ("**AGREEMENT**") GOVERNS FREE TRIAL OF THE SERVICES. IF YOU PURCHASE ANY OF OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN YOUR PURCHASE AND ONGOING USE OF THOSE SERVICES.

YOU ACCEPT THIS AGREEMENT BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE 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.

You may not access the Services if you are our competitor, except with prior written consent from us. In addition, you may not access the Services for purposes of monitoring availability, performance or functionality, or for any other competitive purposes. This Agreement was last updated on September 9, 2020. It is effective between You and Us as of the date You accept this Agreement.

For valuable consideration, the parties agree as follows

1. DEFINITIONS. "Affiliate" means, with respect to a party, any entity which directly or indirectly Controls, is Controlled by, or is under common Control with such party.

"Confidential Information" has the meaning set forth in Section 11.

"Control" means ownership or control, directly or indirectly, of more than 50% of the voting interests of the subject entity.

"Customer Data" means all data stored by Customer or any of its Affiliates in the HR Service.

"Customer Equipment" means Customer's and its Affiliates' computer hardware, software and network infrastructure used to access the HR Service.

"Documentation" means the published specifications of the HR Service contained in the user manuals relating to the use of the HR Service, as may be updated or amended from time to time as necessary due to updates and enhancements, provided by BiznusSoft to Customer upon purchase of HR Service licenses.

"Extension Term" means each renewal subscription period for which the subscription term applicable to an Order Form is extended pursuant to Section 13.

"Force Majeure Event" means a natural disaster, actions or decrees of governmental

bodies or communications line failure which (i) hinders, delays or prevents a party in performing any of its obligations, and (ii) is beyond the control of, and without the fault or negligence of, such party, and (iii) by the exercise of reasonable diligence such party is unable to prevent or provide against.

"Initial Term" means the first subscription term period for the HR Service defined on an Order Form, or if no such term period is defined, twelve (12) months, commencing on the date Customer executes such Order Form.

"Order Form" means an ordering document for the HR Service signed by BiznusSoft and Customer.

"HR Service" means the online, Web-based application and platform service provided by BiznusSoft that is hosted on the infrastructure of salesforce.com ("Salesforce") via <http://www.salesforce.com/AppExchange>, and/or other designated websites, including associated offline components.

"Services" means the installation, implementation, training or other professional services provided hereunder by BiznusSoft to Customer.

"Subscription Fees" mean the fees paid by Customer for the right to access and use the HR Service and receive standard support during the Term.

"System Availability" means the percentage of the time that the HR Service is available to Customer as measured against the time that the Salesforce Web-based application and platform service is available.

"Taxes" means any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, sales, use or withholding taxes.

"Term" means the Initial Term and any Extension Term applicable to each Order Form.

"Users" means Customer's and its Affiliates' employees, agents, contractors or consultants who are authorized by Customer to use the HR Service and who have been supplied user identifications and passwords by Customer or by BiznusSoft at Customer's request.

"User Guide" means the user guide for the Services, available upon request. contractors and agents, and third parties with which You transact business.

"Work Product" means all work developed or created by BiznusSoft during the course of providing support or Services to Customer. Work Product does not include any Customer Data or Customer Confidential Information.

"We", "Us", or "Our" means the applicable BiznusSoft entity described in Section 10 (Who You Are Contracting With, Notices, Governing Law and Arbitration).

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

2. FREE TRIAL

2.1 We will make one or more Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which You registered or are registering to use the applicable Service or (b) the start date of any Purchased Services ordered by You. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

2.2 NOTWITHSTANDING SECTION 8 (WARRANTIES AND DISCLAIMERS), DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

3. TERMS OF HR SERVICE.

BiznusSoft shall make the HR Service available to Customer in accordance with this Agreement, and each Order Form mutually entered into and, to the extent not in conflict with this Agreement or an Order Form, the Documentation. As long as this Agreement is in effect the functionality of the HR Service will not be materially less than that defined in the Documentation in effect as of the Effective Date. Subject to the terms of this Agreement, BiznusSoft grants Customer and its Affiliates a world-wide, fully-paid, royalty-free, limited term, non-sub licensable, non-transferable, and non-exclusive license to access and use the HR Service for Customer's internal business purposes. The license granted hereunder is limited to the maximum number of Users specified in each Order Form and is subject to any additional terms and conditions specified on an Order Form. User subscription licenses are for named Users and cannot be shared or used by more than one individual User but may be reassigned to new Users who are replacing former Users that no longer use the HR Service. Any third party component embedded, included or provided by BiznusSoft for use with the HR Service may only be used in conjunction with the HR Service, and such use is subject to this Agreement.

3. CUSTOMER RESPONSIBILITIES RELATING TO USE OF THE HR SERVICE.

3.1 Customer is responsible for obtaining and maintaining any Customer Equipment and any ancillary services needed to connect to, access or otherwise use the HR Service.

3.2 Customer agrees to use the HR Service in compliance with applicable law, and not: (a) resell, sublicense, lease, time-share or otherwise make the HR Service available to any third party other than as contemplated by this Agreement; or (b) use the HR Service to send or store infringing or unlawful material or material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs.

3.3 Customer agrees to not (a) modify, copy or create derivative works based on the HR Service; (b) reverse engineer the HRMSSOFT Service; (c) access the HR Service for the purpose of building a competitive product or service or copying its features or user interface; (d) create Internet "links" to or from the HR Service, or "frame" or "mirror" any content forming part of the HR Service, other than on Customer's or its Affiliates' own intranets or otherwise for its or its Affiliates' own internal business purposes; (e) use the HR Service, for purposes of product evaluation, benchmarking or other comparative analysis intended for publication without BiznusSoft's prior written consent; or (f) provide access to the HR Service by a direct competitor of BiznusSoft.

3.4 IF CUSTOMER FAILS TO COMPLY WITH THE OBLIGATIONS SET FORTH IN THIS SECTION 3 BIZNUSOFT SHALL INFORM CUSTOMER THEREOF AND RESERVES THE RIGHT TO SUSPEND THE HR SERVICE UNTIL SUCH FAILURE IS REMEDIED.

4. CONSULTING SERVICES.

Consulting services will be provided on the terms set forth in a mutually executed Order Form or statement of work at the fees specified therein.

5. OWNERSHIP.

5.1 As between the parties, BiznusSoft shall retain all ownership rights in the HR Service, the technology, software, hardware, products, processes, algorithms, user interfaces and know-how related to the HR Service and Work Product, in each to the extent not constituting Customer Information (as defined below). Customer shall retain all ownership rights in the Customer Data and all data, text, files, data, output, programs, files, information, or other information material that Customer or its Affiliates provides, develops, generates, creates, makes available or uses in conjunction with the HR Service (collectively, "Customer Information"). Customer and its Affiliates may export its Customer Data from the HR Service at any time during its subscription term. BiznusSoft hereby grants Customer a royalty-free, fully paid-up, nonexclusive, perpetual, irrevocable, worldwide, transferable (only to a successor in interest by way of merger, reorganization or sale of all or substantially all assets or equity), license to use, copy, modify or distribute the Work Product solely for its internal business purposes. No license, right or interest in any BiznusSoft or Customer trademark, copyright, trade name or service mark is granted hereunder.

5.2 BiznusSoft shall have a royalty-free, fully paid-up, nonexclusive, perpetual, irrevocable, worldwide, transferable license to use, copy, modify, or distribute, including by incorporating into the HR Service, any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the operation of the HR Service.

6. FEES.

6.1 Unless otherwise specified on an Order Form, the Subscription Fees stated in each Order Form shall be effective during the Initial Term specified in that Order Form and Subscription Fees shall be billed on an annual basis payable in advance. If additional User subscriptions are added under an existing Order Form the term of the additional

User subscriptions shall be coterminous with the expiration of the Term applicable to such Order Form and the pricing for the additional User subscriptions shall be the same as that defined in such Order Form, prorated for the remainder of the Term. BiznusSoft may modify the Subscription Fees applicable to an Order Form for any Extension Term upon sixty (60) days prior written notice, provided, that any increase in Subscription Fees noticed during an Extension Term shall not take effect until the beginning of the next Extension Term.

6.2 All undisputed fees due hereunder shall be due and payable within thirty (30) days of receipt of invoice. Any payment not received from Customer by the due date may result in suspension of Customer's ability to access the HR Service until payment is made.

6.3 Unless otherwise provided, BiznusSoft's fees do not include any Taxes, and Customer is responsible for paying all Taxes arising from its purchases hereunder, excluding Taxes based on BiznusSoft's net income or property. If BiznusSoft has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount of such Taxes shall be invoiced to and paid by Customer, unless Customer provides a valid tax exemption certificate authorized by the appropriate taxing authority.

6.4 Customer shall reimburse BiznusSoft for all reasonable, pre- approved and appropriately documented, out-of-pocket travel and related expenses incurred by BiznusSoft in performing Services at Customer's location, in each case in accordance with Customer's standard expense policy as provided to BiznusSoft. Customer shall be responsible for its own travel and out-of pocket expenses associated with attending any training services at a BiznusSoft facility.

6.5 If Customer's use of the HR Service is greater than that contracted for Customer will be invoiced for the additional User license Subscription Fees (at the rates specified in the applicable Order Form) for the period commencing on the date of use of such additional User licenses through the remainder of the then current subscription term, and the unpaid Subscription Fees shall be payable in accordance with this Agreement.

7. SUPPORT. BiznusSoft shall: (i) provide basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased provided Customer is current in payment of Subscription Fees (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Central Standard time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

As long as this Agreement is in effect the level of support shall not be materially less than that defined in BiznusSoft's support policy in effect as of the Effective Date.

8. WARRANTIES.

8.1 Each party represents and warrants that (i) it has the legal power to enter into and perform under this Agreement; and (ii) it shall comply with all other applicable laws in its performance hereunder.

8.2 BiznusSoft warrants (i) it will provide the Services in a professional and workmanlike manner consistent with good industry standards and practices; and (ii) that for a period of three (3) months after completion the Services will conform to the applicable statement of work. As Customer's sole and exclusive remedy and BiznusSoft's entire liability for any breach of the foregoing warranty, BiznusSoft will re-perform the Services, or, if BiznusSoft is unable to do so, return the fees paid to BiznusSoft for such deficient Services.

8.3 BiznusSoft warrants that the HR Service will perform in all material respects in accordance with the Documentation provided that as long as this Agreement is in effect the functionality of the HR Service as described in the Documentation current as of the Effective Date will not be materially decreased. As Customer's sole and exclusive remedy and BiznusSoft's entire liability for any breach of the foregoing warranty, BiznusSoft will fix, provide a work around, or otherwise repair or replace the nonconforming HR Service, or, if BiznusSoft is unable to do so, terminate the license for the HR Service and return the HR Service Fees paid to BiznusSoft for the period beginning with Customer's notice of nonconformity through the remainder of the Initial Term or Extension Term, as applicable.

8.4 BiznusSoft warrants at least 99% System Availability during each calendar month. Should BiznusSoft fail to achieve 99% System Availability in each of two consecutive calendar months, Customer shall have the right to terminate this Agreement for cause, in which case BiznusSoft will refund to Customer any prepaid fees for the remainder of its subscription term after the date of termination. Claims under this service level warranty must be made within 15 business days after the end of the relevant period. Customer acknowledges that the HRMSSOFT Service is hosted on the existing infrastructure and services provided by Salesforce. HRMSSOFT Service (i) reliability; (ii) timeliness standards; and (iii) schedule for downtime for routine maintenance, will be the same as provided by the Salesforce Web-based application and platform service.

8.5 The HRMSSOFT Service performance and System Availability warranties set forth in Sections 8.3 and 8.4 respectively, shall not apply to the extent any problem which results in the HRMSSOFT Service performance or System Availability to be other than as warranted is due to: (i) third party software, hardware or network infrastructure outside of BiznusSoft's data center and not under the direct control of BiznusSoft; (ii) failure of the external internet beyond BiznusSoft's network; (iii) electrical or internet access disruptions; (iv) any actions or inactions of Customer in violation of this Agreement; (v) attacks (i.e. hacks, denial of service attacks, malicious introduction of viruses and disabling devices) caused by third parties; or (vi) a Force Majeure event.

8.6 EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY NOR ITS LICENSORS OR SUPPLIERS MAKES ANY WARRANTIES OF ANY KIND, WHETHER IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BIZNUSOFT

DOES NOT WARRANT THE OPERATION OF THE HRMSSOFT SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

9. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNITY.

9.1 BiznusSoft shall defend, indemnify and hold Customer, its Affiliates and each of their respective officers, directors, employees (collectively, "Customer Group"), and agents harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against any member of Customer Group by a third party alleging that use of the HRMSSOFT Service as contemplated hereunder (i) violates any applicable law or regulation or (ii) infringes the intellectual property rights of such third party, provided Customer (a) promptly gives written notice of the Claim to BiznusSoft (provided that the obligations under this section 9.1 shall not be reduced by the failure to give such notice except to the extent BiznusSoft is materially prejudiced by such failure); (b) gives BiznusSoft sole control of the defense and settlement of the Claim (provided that BiznusSoft may not settle any Claim unless it unconditionally releases Customer of all liability and obligation); and (c) provides to BiznusSoft, at BiznusSoft' cost, all reasonable assistance.

9.2 BiznusSoft will, at its sole option and expense: (i) procure for Customer the right to continue using the HR Service under the terms of this Agreement; (ii) replace or modify the HR Service to be non-infringing without material decrease in functionality; or (iii) if the foregoing options are not reasonably practicable, terminate the license for the infringing HR Service and refund Customer all prepaid fees for the remainder of its subscription term after the date of termination.

9.3 BiznusSoft shall have no liability for any Claim to the extent the Claim is based upon (i) the use of the HR Service in combination with any other product, service or device not furnished, recommended or approved by BiznusSoft, if such Claim would have been avoided by the use of the HR Service, without such product, service or device; or (ii) Customer's use of the HR Service other than in accordance with this Agreement.

9.4 THE PROVISIONS OF THIS SECTION 9 SET FORTH BIZNUSOFT'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

10. INDEMNIFICATION BY CUSTOMER.

Customer shall defend, indemnify and hold BiznusSoft its Affiliates and each of their respective officers, directors, employees (collectively, "BiznusSoft Group"), and agents harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against BiznusSoft any member of BiznusSoft Group, by a third party alleging that the Customer Data created and stored by Customer in the HR Service or otherwise provided to BiznusSoft in connection with the Agreement (i) violates any applicable law or regulation; or (ii) infringes any patent, copyright or other intellectual property right of a third party; provided, that BiznusSoft (a) promptly gives written notice of the Claim to Customer (provided that the obligations under this Section 10 shall not be reduced by the failure to

give such notice except to the extent Customer is materially prejudiced by such failure); (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless it unconditionally releases BiznusSoft of all liability and obligation); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

11. CONFIDENTIALITY.

11.1 As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed 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, including the terms and conditions of this Agreement (including pricing and other terms reflected in Order Forms), Customer Data, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

11.2 Receiving Party shall not disclose any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement, except with Disclosing Party's prior written consent. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). BiznusSoft represents and warrants that it will maintain the confidentiality of Customer Data in accordance with all applicable laws and, except as required by applicable law, will not disclose Customer Data to any third party for any purpose other than to provide the HR Service or Services to Customer, provided, however, that BiznusSoft may compile aggregate data related to Customer's usage of the HR Service and may disclose such aggregate data to third parties to the extent that Customer is not identified as the source of such data. Each party represents and warrants that it will collect, maintain and handle all personal data in compliance with all applicable data privacy and protection laws. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any actual or reasonably suspected breach of confidentiality of Disclosing Party's Confidential Information.

11.3 If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

11.4 If Receiving Party discloses (or threatens to disclose) any Confidential Information of Disclosing Party in breach of confidentiality protections hereunder, Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.

11.5. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, return to the Disclosing Party or destroy (at the Disclosing Party's election) all materials containing such Confidential Information.

12. LIMITATION OF LIABILITY.

12.1 EXCEPT (i) FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS; (ii) EITHER PARTY'S MATERIAL BREACH OF SECTION 11 ("CONFIDENTIALITY"); OR (iii) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE SUBSCRIPTION FEES PAID OR PAYABLE TO BIZNUSOFT DURING TWELVE MONTHS PRIOR TO THE CLAIM.

12.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS LICENSORS OR SUPPLIERS HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. TERM AND TERMINATION.

13.1 This Agreement commences on the Effective Date and continues until all User subscription licenses granted in accordance with this Agreement have expired or been terminated. The Initial Term applicable to each Order Form commences upon Customer's execution of such Order Form and upon expiration of the Initial Term the HR Service subscription term applicable to such Order Form shall renew for Extension Terms upon mutual agreement of the parties.

13.2 A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach of this Agreement if such breach remains uncured at the expiration of such period; (ii) immediately upon written notice if the other party becomes the subject of a bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding; or (iii) as otherwise provided herein. Upon any termination for cause by Customer, BiznusSoft shall refund Customer any prepaid fees for the remainder of its subscription term after the date of termination.

13.3 The parties' rights and obligations with respect to the fees and payment terms, audit rights, title and protection, confidentiality, patent and copyright indemnification, warranty disclaimers, limitation of liability, attorney's fees, and governing law provisions of this Agreement shall survive termination of this Agreement.

13.4 Upon the effective date of termination of this Agreement Customer's license to use the HR Service will cease and upon request by Customer made within 30 days of the effective date of termination, BiznusSoft will make available to Customer for download a file of Customer Data in comma separated value (.csv) format. After such 30 day period BiznusSoft will have no obligation to maintain or provide any Customer Data and will not retain copies or records of Customer Data in its system or otherwise.

14. General

14.1 If Customer is a federal government entity, BiznusSoft provides the HR Service, including related technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the HR Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If greater rights are needed, a mutually acceptable written addendum specifically conveying such rights must be included in this Agreement.

14.2 The purchase of HR Core, HR Advanced and/or HR Total is also subject to the Salesforce service agreement (“SFDC Service Agreement”).

14.3 The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created hereby. There are no third party beneficiaries to this Agreement.

14.4 Notices shall be in writing and delivered by nationally recognized overnight delivery service or certified or registered U.S. Mail, and are effective upon receipt.

14.5 No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by Customer and BiznusSoft. To the extent of any conflict between this Agreement and any other schedule or attachment, this Agreement shall prevail unless expressly stated otherwise. Notwithstanding any language to the contrary therein, no terms stated in a purchase order or similar ordering document (other than a statement of work or other mutually executed order document expressly incorporated herein) shall be incorporated into this Agreement, and all such terms shall be void. This Agreement, which includes the SFDC Service Agreement if Customer is purchasing HR Core, HR Advanced and/or HR Total, represents the entire agreement of the parties, and supersedes all prior or contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

14.6 Neither party may issue press releases relating to this Agreement without the other party's prior written consent. Either party may include the other's name or logo in customer or vendor lists in accordance with the other's standard guidelines. In addition, BiznusSoft may refer to Customer's intended use of the HR Service in its marketing materials and on its websites as well as in discussions with BiznusSoft customers, prospective customers, and industry and financial analysts.

14.7 No failure or delay in exercising any right hereunder shall constitute a waiver of such right. Except as otherwise provided, remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in effect.

14.8 Neither party shall be liable to the other for any delay or failure to perform

hereunder due to a Force Majeure Event.

14.9 Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms hereunder), without consent of the other party, to its successor in interest resulting from a merger, reorganization, or sale of all or substantially all assets or equity not involving a direct competitor of the other party. Any attempted assignment in breach of this section shall be void. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.10 Each party agrees to comply with all applicable regulations of the United States Department of Commerce and with the United States Export Administration Act, as amended from time to time, and with all applicable laws and regulations of other jurisdictions with respect to the provision and use of the HR Service.

14.11 This Agreement shall be governed exclusively by the internal laws of the state of Illinois, without regard to its conflicts of laws rules.