

# Unext Web Services Agreement

Last Revision: October 8th, 2024

Welcome to Unext and Unext's website, operated by Unext. By using or accessing any of the services offered through our web portals <https://www.unext.online> ("Service Offering(s)"), You agree to be bound by these terms of service between You and Unext (the "Agreement").

If You do not agree to this Agreement, You must not use or access the Service Offering. If You are accepting this Agreement on behalf of an Organization (and not for You as individual), You represent and warrant that You have legal authority to bind that Organization, and You hereby enter into this Agreement on behalf of that Organization. "You" or "Your" means the entity accepting this Agreement and the individual accepting this Agreement on behalf of the entity. "Unext," "we," "us," or "our" means (i) Unext, Capitalized terms used in the Agreement are defined throughout the Agreement and in this Section below.

**"Account"** means an approved user of the website. An account shall have one Account Owner, and, in the case of student users, one user, and, in the case of Organization users, such employees of the Organization as the Organization determines appropriate.

**"Account Owner"** means the individual or Organization representative who is responsible for using a given account, and, in the case of a Premium User, is responsible for payment and billing of a given Account.

**"Confidential Information"** means information, software and materials provided by Unext to You, including software, information and materials of third parties, which are in tangible form and labeled "confidential" or the like, or, information which a reasonable person knew or should have known to be confidential.

The following information shall be considered our Confidential Information whether marked or identified as such: Login Credentials, software, technical information and documentation relating to the Service Offerings that is not otherwise made generally available to the public by Unext.

**"Content"** means any and all applications, files, information, data, software, or other documentation uploaded to, published on or displayed through the Service Offerings.

**"Intellectual Property Rights"** means all worldwide intellectual property rights, including, without limitation, copyrights, trademarks, service marks, trade secrets, patents, patent applications, and moral rights, whether registered or unregistered.

**"Login Credentials"** means any passwords, API tokens or other security credentials that enable your access to the Service Offering.

**"Organization"** means the entity that is accepting this Agreement.

**"Paid User"** means an Organization or individual employer that subscribes to a for-pay Service Offering. Only private, non-governmental entities can be Paid Users. Paid Users have the right to publish internship and job opportunities on the Unext website.

**"Premium User"** means a Paid User.

**"Privacy Policy"** means the then-current version of the privacy policy document identified at the end of these Terms as Exhibit A. We may modify that policy from time to time.

**"Receiving Organizations"** means any entity or individual that obtains information from a User.

**"Relationship Data"** means personal information we collect during the registration, activation, and maintenance of your user profile or account. It may include, without limitation, names and contact details of your

personnel involved in maintaining or using the Service Offering. Relationship Data does not include information made publicly accessible by You to Receiving Organizations by Unext or through Third-Party providers.

**"Services Description(s)"** means any description of or information about the Service Offerings made available to You through any usage or access instructions that we provide to You and which we may modify from time to time.

**"Service Offerings"** means any product or feature available now, or in the future, through the Unext platform.

**"Subscription Fees"** means the amount paid by Paid Users to Unext for the Service Offering for the Subscription Term.

**"Subscription Term"** means the time period during which You are provided access to the Service Offerings, as specified when you register for the Service Offerings.

**"Third Party Content"** means third party data, Content, services, or applications, including open source software.

**"Third-Party Terms"** means the then-current version of the third-party terms applicable to any Third-Party Content.

**"Usage Data"** means any information, including but not limited to aggregated data regarding usage of the Unext platform, that does not contain personally identifying information of the User.

**"User"** means an Organization or individual that subscribes to the Service Offering.

**"UserID"** means the email and username by which You identify your User Profile.

**"User Profile"** means unique identifying information including username, legal name, email, Login Credentials, or any other identifying information provided to us by You and updated by You periodically.

**"You"** means the user or users of this Service, whether directly or indirectly, and shall include both individuals and organizations.

**"Your Content"** means any Content published or displayed through the Service Offerings by You, or your authorized users (or otherwise through your account). Your Content includes Relationship Data, but does not include Usage Data.

## 1. The Service Offering.

- **1.1 Generally.** All access to, and use of, any Service Offerings are subject to the terms and conditions of this Agreement. We may deliver the Service Offering to you with the assistance of our affiliates, licensors and service providers. You will comply with all laws, rules and regulations applicable to Your use of the Service Offering, and with the Third-Party Terms and the Service Descriptions.

- **1.2 Access to the Service Offering.** You may access and use the Service Offering for the benefit of you or your Organization. To access the Service Offering, You must register for the Service Offering and be approved by us, and we will set up an authorized User Profile. You shall keep your Login Credentials confidential. User Profile accurate, complete and current as long as You continue to use the Service Offering. You are responsible for any use that occurs under your Login Credentials. If You believe an unauthorized user has gained access to your Login Credentials, You shall notify us immediately. Neither we nor our affiliates are responsible for any unauthorized access to or use of your account. Unext does not guarantee uninterrupted or continuous access to the Service Offerings, as Unext relies on third party service providers to maintain the Service Offering.

- **1.3 Third-Party Content.** As part of your use of the Service Offering, You may be provided with access to Third-Party Content under separate terms or with separate fees or both. We make this Third-Party Content available on an "AS-IS" basis without indemnification or support and disclaim all warranties of any kind (including warranties of merchantability, fitness for a particular purpose, and non-infringement of any intellectual property rights), express or implied. You are solely responsible for reviewing, accepting, and complying with any Third-Party Terms and other restrictions applicable to the Third-Party Content. All Third-Party Terms are solely between You and the applicable Third-Party. Unext does not endorse or assume any responsibility for any Third-Party Content. If You access or use any Third-Party Content, You do so at your own risk. You expressly relieve Unext of any and all liability arising from your use of any Third-Party Content, and You agree that Unext shall not be responsible for any loss or damages of any kind arising out of or relating to your use of any Third-Party Content.

- **1.4 Relationship Data.** We may collect Relationship Data. You hereby authorize us to use and disclose Relationship Data to manage your account, send notifications, deliver services or information, bill You for purchased services, improve and develop new products and services, monitor compliance, and provide support. We may further use and share Relationship Data to provide the Service Offering to you, including sharing information with our affiliates as described above and entities who provide payment processing and other services to enable us to support the Service Offering, and as required by applicable law.

- **1.5 Usage Data.** Unext may generate, collect, store, and use Usage Data for any purpose. You agree that, as between You and Unext, Unext owns all such Usage Data. By way of example, we use Usage Data to track and manage our infrastructure, network storage, and software for billing, capacity planning and other product forecasting, improvement and development purposes. We may further share Usage Data with our affiliates and third-party providers to fulfill our contractual obligations, such as software license consumption and reporting. You agree that we may use, analyze, and otherwise perform any operations on or in connection with Relationship Data, Usage Data and Your Content to provide the services You have requested under this Agreement.

- **1.6 Disclosure of Data and Your Content.** You agree that Unext may disclose Your Content and Relationship Data in the following circumstances: (a) to Unext's third-party service providers who provide services such as website hosting, data analysis, payment processing, order fulfillment, information technology and related infrastructure provision, customer service, email delivery, credit card processing, auditing and other similar services; (b) to a third-party in the event of any reorganization, merger, sale, joint venture, assignment, transfer, or other disposition of all or any portion of Unext's business, assets or stock (including in connection with any bankruptcy or similar proceedings); and (c) as Unext believes to be necessary or appropriate: (i) under applicable law, including laws outside your country of residence; (ii) to comply with legal process; (iii) to respond to requests from public and government authorities including public and government authorities outside your country of residence; (iv) to enforce this Agreement; (v) to protect Unext's operations or those of any of its affiliates; (vi) to protect Unext's rights, privacy, safety or property, or that of You or Unext's affiliates; and (vii) to allow Unext to pursue available remedies or limit the damages that Unext may sustain. Such uses include, but are not limited to, preventing or addressing service disruptions or technical problems, to provide customer support, to detect, prevent or address fraud, technology or security issues, or to limit harm to the rights, property, or safety of Unext, our users, or the public, or to respond to a subpoena, warrant, audit or other official action.

## 2. Your Content

- **2.1 Access to Your Content.** You are solely responsible for Your Content. We are only acting as a passive conduit for the online distribution and publication of Your Content, and Unext makes no representations or warranties regarding the accuracy of any of Your Content or the content provided by any User of the Service Offerings. Unext solely performs operations on and distributes Your Content.

In terms of applicable data privacy laws we are acting as a data processor on your (the data controller's) behalf regarding Your Content to the extent it constitutes personal data as per the applicable privacy laws.

- **2.2 Security.** You are responsible for protecting the security of Your Content, including any access you might provide to Your Content by your employees, customers, or other third-parties. You will properly configure and use the Service Offering so that it is suitable for your use. You will protect the privacy of any of your users' data (including implementation, if applicable, of a privacy policy that complies with local laws and regulations), provide any necessary notices to your users, and obtain any legally-required consents from your users concerning your use of the Service Offering. You are responsible for complying with any laws or regulations that might apply to Your Content, and You understand that the Service Offering is not intended for data regulated by the Health Insurance Portability and Accountability Act ("HIPAA"). You are responsible for any consequences if Your Content is inadvertently exposed or lost and you have not encrypted, backed up, or otherwise taken reasonable measures to protect Your Content. Unext will use commercially reasonable efforts to notify You of any unauthorized access to Your Content, as required by applicable laws, regulations, or governmental requests.

- **2.3 Transfer of Your Content.** You agree that we may store Your Content in a secure location under the administration of Unext. By transferring Your Content into the Service Offering, You may transfer and access Your Content from anywhere. It is your responsibility to ensure that You comply with applicable laws when You transfer data across geographies.

- **2.4 DMCA.** It is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("DMCA") according to the DMCA.

### 3. Acceptable Use

- **3.1 General Restrictions.** You will not and will not permit any third party to, as solely determined by us: (a) use the Service Offering to violate or encourage the violation of the rights of others (including intellectual property rights); (b) use the Service Offering to engage in or promote gambling, pornography, or other illegal activities; (c) circumvent or violate the restrictions of the Service Offering as described in this Agreement or Services Descriptions; (d) reverse engineer, decompile, or otherwise attempt to derive source code from the Service Offering; (e) disable, interfere with, disrupt, or circumvent any aspect of the Service Offering, including the integrity or performance of the Service Offering, or third-party content or data provided through the Service Offering; (f) access or use the Service Offering in a way intended to avoid recurring fees or exceeding usage limits; (g) resell, distribute, sublicense, or otherwise transfer the Service Offering to any third party; or (h) use the Service Offering to mine data or obtain bulk information to create or provide a competitive product. You must ensure that all of your users comply with the terms of this Agreement, and if You become aware of any violation by one of your users, you must terminate that user's access to Your Content immediately.

If we have reason to believe You or your users have breached this Agreement or our Privacy Policy, we or our designated agent may review your use of the Service Offering, including your account, Your Content, and records, to verify your compliance with this Agreement. Unext reserves the right to terminate your access to the Service Offering if, upon reasonable belief, you are in violation of any of these terms and conditions.

- **3.2 Content Restrictions.** You will not, and You will ensure your authorized users and third-party users who access any service You provide with the Service Offering do not, post Content that in our sole determination: (a) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to an authorized user, or any other person or entity; (b) may create a risk of any other loss or damage to any person or property; (c) may constitute or contribute to a crime or tort; (d) contains any information or content that is unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, or otherwise

objectionable; (e) contains any information or content that is illegal; or (f) contains any information or content that You do not have a right to make available under any law or under contractual or fiduciary relationships. You represent and warrant that the Content does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights, and rights of publicity and privacy. You shall ensure that your use of the Service Offering complies at all times with your privacy policies and all applicable local, state, federal and international laws and regulations, including any encryption requirements.

- **3.3 Violations of Acceptable Use.** If You become aware that any of Your Content or your user's use of Your Content violates Section 3.1 or 3.2 of this Agreement, you shall immediately suspend or remove the applicable Content or suspend access the end user's access. If You fail to do so, we may ask You to do so. If You fail to comply with our request, we may suspend your account or disable the applicable Content until You comply with our request.

- **3.4 Notification of Infringement Concerns.** If You believe your copyrighted work has been copied or otherwise exploited and is accessible on or through the Service Offering in a way that constitutes copyright infringement, please send a notice to us as further detailed in our Privacy Policy.

#### 4. IP Ownership of Service Offering and Rights to Feedback

- **4.1 Ownership of Service Offering.** We and our licensors own and retain all right, title and interest in and to the Service Offering, including all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein. This includes any information we collect and analyze in connection with the Service Offering, such as usage patterns, user feedback and other information to develop, modify and improve our products and services offerings. Your rights to use the Service Offering are limited to those expressly granted in this Agreement. No other rights with respect to the Service Offering or any related Intellectual Property Rights are implied.

- **4.2 Feedback.** If You provide comments, suggestions, or other feedback to us regarding the Service Offering or Unext's technology or business (the "Feedback"), Unext is authorized to use any feedback You provide for any purpose. You hereby grant to us a non-exclusive, perpetual, irrevocable, royalty-free, transferable, worldwide right and license, with the right to grant and authorize sublicenses, to use, reproduce, perform, display, disclose, distribute, modify, prepare derivative works of and otherwise use the feedback without restriction in any manner now known or in the future conceived and to make, use, sell, offer to sell, import and export any product or service that incorporates or is based in whole or in part on the feedback.

- **4.3 User's Voluntary Consent to Data Sharing.** By virtue of this Agreement, you acknowledge and agree that Unext systematically accumulates an array of data, including user-specific information and academic records, as elucidated herein. Within the framework of the services rendered, Unext has implemented a feature that empowers users to expressly grant their informed consent for the sharing of their data with prospective employers and fellow students interconnected within the Unext ecosystem.

- **4.5 Data Disclosure and Presentation.** If a user provides explicit authorization for data sharing, Unext shall provide the user's data to prospective employers on the Unext platform. The data provided may encompass academic accomplishments, performance metrics, competencies, and other pertinent particulars.

- **4.6 User-Initiated Control.** Users reserve the right to confer or rescind consent for data sharing at their own discretion, exercisable at any time. The administration of data sharing preferences may be modified by Users on the Unext platform.

- **4.7 Data Privacy Safeguards.** Unext diligently undertakes reasonable measures to safeguard the privacy and integrity of user data. Users are apprised that data disseminated within the Unext network may be perused by parties with whom they have mutually agreed to share their data.

- **4.8 Statutory Adherence.** Unext shall exercise best efforts to ensure that its data sharing practices conform to applicable privacy laws and regulations, as set forth more fully in Unext's Exhibit A.

## 5. Payment and Taxes

- **5.1 Subscription Fees and Taxes.** The amount of the Subscription Fees is agreed upon in a separate agreement (the "Subscription Agreement") with services defined. You are responsible for all taxes, if applicable, as required by law.

- **5.2 Payment.** Paid Users shall select either annual or monthly billing for the applicable Subscription Fees. Paid Users shall pay the Subscription Fees to Unext on the effective start date and on the monthly (if Paid User has selected monthly billing) or annual anniversary thereof. Unpaid invoices shall accrue interest of 1.5% per month, compounded monthly.

## 6. Temporary Suspension

- **6.1 Generally .** We may temporarily suspend your use of the Service Offering if we determine in our sole discretion: (a) payment for the Service Offering is delinquent by fifteen (15) days from the date on which payment is due; (b) You or your use of the Service Offering is in breach of this Agreement, including without limitation Section 3 (Acceptable Use); (c) You fail to address our request to take action as specified in Section 3.3; (d) your use of the Service Offering poses a security risk to the Service Offering or other users of the Service Offering, or interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of any third party including, but not limited to, Unext or any mobile communications carrier; or (e) suspension is required pursuant to our receipt of a subpoena or other request by a law enforcement agency.

- **6.2 Effect of Suspension.** You will remain responsible for all fees incurred before or during the suspension.

## 7. Term and Termination

- **7.1 Term of Agreement.** This Agreement will commence at the point you first access the Service Offering and will be effective through the Subscription Term, unless terminated earlier as permitted under the Agreement.

- **7.2 Termination for Cause.** We may terminate this Agreement effective immediately if: (a) we determine, in our sole discretion, that any of the events described in Section 6.1(a), (c) or (d) have occurred or You have breached any of the provisions of Section 3 (Acceptable Use); (b) You breach a provision of this Agreement that we determine in our sole discretion is not capable of being cured, including Section 12 (Confidential Information); or (c) You breach any provision of this Agreement that is capable of being cured and don't cure the breach within thirty (30) days after receiving an email identifying the breach from us.

- **7.3 Termination for Insolvency.** We may terminate this Agreement immediately upon email notification of termination if You: (a) terminate or suspend your business, become insolvent, admit in writing your inability to pay your debts as they mature, make an assignment for the benefit of creditors, become subject to control of a trustee, receiver or similar authority; or (d) become subject to any bankruptcy or insolvency proceeding.

- **7.4 Termination for Convenience.** Either party may terminate this Agreement at any time upon sixty (60) day notice by providing notice to the other.

- **7.5 Effect of Termination.** Upon the termination of this Agreement for any reason: (a) all rights granted to you under this Agreement, including your ability to access any of Your Content stored in the

Service Offering, will immediately terminate; and (b) You must promptly discontinue all access or use of the Service Offering and delete or destroy any of our Confidential Information. For a period of thirty (30) days following the termination, we will not delete Your Content because of this termination, although You will cease to have access to the Service Offering or Your Content during this period. Sections 1.5 (Relationship Data), 1.6 (Usage Data), 1.7 (Disclosure of Data and Your Content), 2 (Your Content); 3 (Acceptable Use), 4 (IP Ownership), 5 (Payment and Taxes), 7 (Term and Termination), 8 (Warranty Exclusion), 9 (Indemnification), 10 (Limitation of Liability), 11 (Confidential Information), 12 (Miscellaneous), and 13 (Country-Specific Terms), will survive the termination of this Agreement. Termination of the Service Offering will not entitle you to any refunds, credits, or exchanges, and You will be liable for all monthly billing fees for the remainder of the Subscription Term after termination, as well as all usage and other fees incurred up to the termination date, all of which fees shall be immediately due and payable as of the date of termination.

## 8. Warranty Exclusion

- **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE OFFERINGS ARE PROVIDED "AS-IS" AND "AS AVAILABLE."** WE AND OUR LICENSORS AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE) REGARDING OR RELATING TO THE SERVICE OFFERING, THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO YOU UNDER THIS AGREEMENT. WE AND OUR LICENSORS AND SERVICE PROVIDERS DO NOT WARRANT THAT THE SERVICE OFFERING WILL OPERATE UNINTERRUPTED OR THAT THEY WILL BE FREE FROM DEFECTS OR THAT THE SERVICE OFFERINGS WILL MEET (OR ARE DESIGNED TO MEET) YOUR BUSINESS OR CAREER REQUIREMENTS.

## 9. Indemnification

- Each party shall indemnify, defend, and hold harmless the other party and its Subcontractors and Affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, an & "Indemnitee") from and against any and all Losses incurred by such Indemnitee resulting from any Action by a third party (other than an Affiliate of an Indemnitee) that arise out of or result from, or are alleged to arise out of or result from: (a) allegation of facts that, if true, would constitute such party's breach of any of its representations, warranties, covenants, or obligations under this Agreement; or (b) negligence or more culpable act or omission (including recklessness or willful misconduct) by such party, any Authorized User, or any third party on behalf of such party or any Authorized User, in connection with this Agreement.

## 10. Limitation of Liability.

- **10.1 Limitation of Liability.** TO THE MAXIMUM EXTENT MANDATED BY LAW, IN NO EVENT WILL WE OR OUR LICENSORS BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE OF THE SERVICE OFFERINGS, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, UNDER ANY THEORY OF LIABILITY, AND WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. IN ADDITION, OUR AND OUR LICENSORS' LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR

OTHERWISE, EXCEED THE AGGREGATE FEES YOU PAID TO US FOR THE SERVICE OFFERINGS IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO YOUR CLAIM REGARDLESS OF WHETHER WE OR OUR LICENSORS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW ALL OR SOME OF THE FOREGOING EXCLUSIONS OR LIMITATIONS OF LIABILITY, THE PRECEDING LIMITATION MAY NOT APPLY TO YOU.

- **10.2 Further Limitations.** Our licensors and service providers shall have no liability of any kind under this Agreement and our liability with respect to any third-party software or third-party content provided with the Service Offerings is subject to Section 11.1 (Limitation of Liability).

## 11. Confidential Information

- **11.1 Protection.** You may use Confidential Information disclosed by Unext solely as expressly permitted under this Agreement. Without limitation, all personally identifying information of student users constitutes Confidential Information. Organization users will disclose Confidential Information only to the employees, affiliates, service providers, or contractors of the Organization who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than each party's duty hereunder. You will use at least the same degree of care you use to protect your own confidential information of similar nature, but no less than reasonable care to protect the confidentiality of Confidential Information disclosed hereunder.

- **11.2 Exceptions.** Your obligations under Section 11.1 with respect to any Confidential Information will terminate if You can show by written records that such information: (a) was already known to You at the time of initial disclosure to You; (b) was disclosed to You by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of recipient has become, generally available to the public; or (d) was independently developed by You without access to, or use of, Confidential Information disclosed hereunder. You may disclose Confidential Information to the extent the disclosure is required by law or regulation. You shall provide us with notice, when practicable, and shall give us the opportunity to seek confidential treatment and take reasonable steps to contest and limit the scope of any required disclosure.

## 12. Miscellaneous

- **12.1 Construction .** As used in this Agreement: (a) the terms "include" and "including" are meant to be inclusive and shall be deemed to mean "include without limitation" or "including without limitation"; (b) the word "or" is disjunctive, but not necessarily exclusive; (c) words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa; (d) references to "dollars" or "\$" shall be to United States dollars unless otherwise specified herein; and (e) unless otherwise specified, all references to days, months or years shall be deemed to be preceded by the word "calendar." The headings of this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation or construction of this Agreement.

- **12.2 Governing Law .** This Agreement is governed by the laws of Wisconsin.
- **12.3 Successors and Assigns.** This Agreement may be assigned by Unext as to any User without the consent of the student user. This Agreement may not be assigned without the express written consent of an Organization user, not to be unreasonably withheld, conditioned or delayed, except that Unext may assign or transfer this Agreement, in whole or in part, without your consent to any successors-in-interest to all or substantially all of the business or assets of Unext whether by merger, reorganization, asset sale or otherwise, or to any subsidiaries or affiliates of Unext. Any purported transfer or assignment in violation of this section is void. If any Organization user refuses to consent to assignment of this Agreement, Unext may terminate this Agreement effective immediately. Subject to the foregoing restrictions, the terms



and conditions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties.

- **12.4 Severability** . If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be unenforceable, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

- **12.5 Waiver** . Failure to enforce a provision of this Agreement will not constitute a waiver.

- **12.6 No Legal Relationship**. Nothing in this Agreement shall be construed to create a joint venture, partnership, or an agency relationship between the parties themselves or between the parties and any third person. Except as expressly provided herein, no party has the authority, without the other party's prior written approval, to bind or commit any other party in any way.

- **12.7 No Third-party Beneficiaries**. This Agreement is not intended to confer a benefit or create any legally enforceable right upon any individual or entity other than the parties hereto.

- **12.8 Force Majeure**. If either party is prevented from performing or is unable to perform any of its obligations under this Agreement due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, unavailability or interruption of telecommunications equipment or networks, or any other cause beyond the reasonable control of the party invoking this section, and if such party shall have used reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.

- **12.9 Compliance with Laws; Government Regulations**. Each party shall comply with all laws applicable to the actions contemplated by this Agreement. You represent that: you will not permit the Service Offering to be used for, any purposes prohibited by law, including, any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons. If any software or related documentation is licensed to the United States government or any agency thereof, then such software and documentation will be deemed to be commercial computer software and commercial computer software documentation, respectively, pursuant to DFARS Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the software and any related documentation by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement.

- **12.10 Notices** . Any notice, consent or other communication to be given under this Agreement by any party shall be in writing and shall be either (a) personally delivered, (b) mailed by registered or certified mail, postage prepaid with return receipt requested, (c) delivered by prepaid overnight express delivery service or same-day local courier service, or (d) via e-mail transmission, with receipt confirmed or a confirming copy sent via mail. Unext may also provide notice to You of changes in to this Agreement or Unext's policies or procedures by posting such changes on our website. Unext's e-mail notification to you shall be sent to the e-mail address you specify in your registration for the Services. You agree to direct notices or other correspondence to Unext, 1032 Clement Street, #B, Green Bay, Wisconsin 54311 with a copy to opportunity@unext.online. Notices delivered personally, by overnight express delivery service, by local courier service, facsimile transmission or email shall be deemed given as of actual receipt. Mailed notices shall be deemed given three (3) Business Days after mailing.

- **12.11 Limitations Period**. All claims must be made within (i) the time period specified by applicable law; or (ii) eighteen (18) months after the cause of action accrues if no such period is specified at law.

- **12.12 Modifications.** We may change periodically the Service Offering, the terms of your access to the Service Offerings, this Agreement, and the Service Description. It is your responsibility to regularly check the Service Offerings console for updates. We will notify You of any material detrimental change to the Service Offering or this Agreement by sending You an email or by posting a notice of the modification on the Service Offering console. The modified Agreement or Service Description, as applicable, will become effective as of the date stated in that notification. If we make a material detrimental change to the Service Offerings (other than the termination or modification of any beta feature or functionality), this Agreement, or the Service Description, You may terminate this Agreement within ten (10) days of the change or within ten (10) days of the notice; in that event, the termination will be effective as of the date we receive your notification. We will refund to You any prepaid fees, pro-rated for the remainder of your Subscription Term. Your continued use of the Service Offering after the effective date of any modification to the Agreement, the Service Description, or the third-party Terms shall be deemed acceptance of the applicable modification.

- **12.13 Entire Agreement.** This Agreement (i) is the complete statement of the agreement of the parties with regard to the subject matter hereof; and (ii) may be modified only by a writing signed by both parties. All terms of any purchase order or similar document provided by You, including but not limited to any pre-printed terms thereon and any terms that are inconsistent or conflict with this Agreement, shall be void.

This Agreement was last updated on October 8th, 2024.

EXHIBIT A  
PRIVACY POLICY

### General Information

This Privacy Policy explains what types of information Unext ("Unext" "we," "us,") or our service providers may collect from or about visitors to our websites or applications ("you"), and describes our practices for collecting, using, retaining, protecting, disclosing, and transferring such information.

### Scope

This Privacy Policy applies to personal information and other information collected by Unext or its service providers from or about visitors to our websites or applications (collectively, "websites") that display or link to this Privacy Policy. Unless otherwise specified below, this Privacy Policy does not apply to any other products or services or to information collected in any other way (whether online or offline) or for any other purpose. Information we may process about clients of our customers is addressed separately in the section below entitled "Personal Information of our Customers' Clients."

#### **What Personal and Other Information Does Unext Collect?**

Unext or our service providers may collect personal information and other information from or about you when you:

- use our websites to receive or provide information regarding employment and employment opportunities,
- request information,
- download software,
- register to a secure extranet site to obtain access to product information, support, services, and training.

For purposes of this Privacy Policy, "Personal Data" means information that can be used to personally identify you, such as your name, address, telephone number, e-mail address, user IDs and passwords, billing and transaction information, credit card or other financial information, contact preferences, and similar information.

We also may collect information that is related to you but that does not personally identify you, such as your computer's operating system, browser, and your use of and activities on our websites. See also the discussion below of cookies and other electronic tools used for the collection of such information.

#### **How Does Unext Use Your Information?**

Unext or our service providers may use information that we or our service providers collect from or about you, including any Personal Data:

- to welcome you,
- to help you find employment opportunities or employ individuals,
- to bill you for services we provide,
- to provide ongoing service and support,
- to carry out our obligations and enforce our rights arising from any contracts entered into between you and us,
- to notify you about changes to our website or any services we offer or provide through it,
- to improve our websites, services, and products,
- to contact you to complete surveys that we use for marketing or quality assurance purposes,

- to e-mail or otherwise send you marketing or other promotional information about Unext services that may be of interest to you,
- to fulfill any other purpose for which you provide it,
- in any other way we may describe when you provide the information,
- to combat fraud or any other criminal activity,
- as otherwise required or permitted by law, or
- for any other purpose with your consent.

To assist us with the uses described in this Privacy policy, information we or our service providers have collected from or about you through our websites, including about your use of such sites, may be combined with or enhanced by other information from or about you that we have obtained from other online or offline sources, including from our service providers.

Our website may provide online newsgroups, chat forums, and blogs for our users. Any information that you disclose in these forums becomes public information that can be read, collected, or used by other users to send you unsolicited messages. You should exercise caution when deciding to disclose your Personal Data. Our websites may also provide for "Live Chat" functionality, wherein Unext personnel can monitor the user's areas of interest in the website and engage in instant messaging with the user to provide additional information or answer any questions. By posting in our newsgroups and using "Live Chat," you explicitly consent to these uses of your information. We are not responsible for the Personal Data you choose to submit in these forums. For testimonials, we provide a choice as to whether a user posts his or her Personal Data along with the testimonial. See also the next section for an explanation of how Unext uses cookies, web beacons, and other electronic tools to collect other information about you for advertising and other purposes.

#### **Collection of Information Using Cookies and Other Tools for Online Advertising.**

Unext may collect or log your Internet Protocol address, Internet domain name, the web browser and operating system used to access our websites, the files visited, the time spent in each file, and the time and date of each visit. Unext may collect this information automatically as you browse our websites through the use of log files and web beacons. Unext may also use cookies to automatically collect information about your use of our websites. Cookies are text files that are sent from a website or application via your browser and placed on your computer's hard drive or your mobile device. Thereafter, when you visit that website or application, a message is sent back to the web server by the browser accessing the website or application, and this information about your activities is stored in the cookie. The information collected in cookies (e.g., the web pages you visit on the website and navigation patterns, the date and time of your visit, the number of links you click within the site, the functions you use on the site, the databases you view and the searches you request on the site, the data you save on, or download from, the site, and the third-party websites you visited immediately before and after visiting the websites, and when you open our e-mails or click on any of their links) may be used and analyzed to improve our service to you and to personalize your web-browsing experience by providing Unext with a better understanding of your interests and requirements regarding our websites. Cookies may be linked to your Personal Data, such as your e-mail address or password.

#### **With Whom Does Unext Share Your Information?**

We may disclose information that does not identify any individual (e.g., anonymous, aggregated data) without restriction. Unext contracts with third-party service providers, partners and suppliers to deliver certain services and customer solutions. Examples of such services provided on our behalf are mail delivery, website hosting, and transaction processing. Unext may share your Personal Data with its service providers and suppliers to the extent necessary to deliver the service you requested, respond to your requests for information on services or otherwise support your business needs. Third-party service providers and suppliers receiving Personal Data are authorized to use your Personal Data only for the purpose it was originally intended or as required or permitted

by law. Unless otherwise dictated by law or agreement, however, Unext is not responsible for any improper use by such parties.

We may also disclose your Personal Data and other information:

- to comply with the law or in response to a subpoena, court order, law enforcement or government request, or other legal process,
- to produce relevant documents or information in connection with litigation, arbitration, mediation, adjudication, government or internal investigations, or other legal or administrative proceedings,
- if Unext determines in its good faith judgment that such disclosure is necessary to provide its services or to protect the rights, interests, safety, or property of its business, employees, suppliers, customers, or others,
- in connection with any proposed or actual sale or other transfer of some or all assets of Unext, or any proposed or actual sale or merger of Unext or any division of Unext,
- to enforce the terms of any agreement with Unext,
- to combat fraud or other criminal activity,
- for any other purpose disclosed by us when you provide the information,
- as otherwise required or permitted by law, or
- with your consent.

Unless permitted by relevant laws, Unext will not share, sell, trade, or lease your Personal Data to or with others except as provided for in this document.

### Links to Non-Unext Websites and Third Parties

Unext's websites may provide links to third-party websites for your convenience and information. If you access those links, you will leave the Unext website. Unext does not control these third-party websites or their privacy practices, which may differ from Unext's privacy practices. We do not endorse or make any representations about third-party websites. The Personal Data you choose to provide to unrelated third parties is not covered by the Unext Privacy Statement. We encourage you to review the privacy policy of any entity before submitting your Personal Data.

### Security of Your Personal Data

Unext has implemented administrative, technical, and physical measures designed to protect your Personal Data from accidental loss and from unauthorized access, disclosure, use, alteration, or destruction. These measures include computer safeguards and secured files and buildings, Internet firewalls, intrusion detection, anti-virus protection, network monitoring, and, where appropriate and required by applicable law, Transport Layer Security ("TLS") or similarly encrypted browsers. No electronic data transmission or storage of information can be guaranteed to be 100% private and secure, however, and you understand Unext does not ensure or warrant the privacy or security of any information we collect from or about you, and that you use the Unext websites and other Unext services and provide us with information at your own risk. If a password is used to help protect your accounts and Personal Data, it is your responsibility to keep your password confidential. Please also be careful to avoid "phishing" scams, where someone may send you an e-mail that looks like it is from Unext asking for your Personal Data. Unext will never request your Personal Data through e-mail.

### Personal Data of our Customers' Clients

When we provide services to our customers, in some instances we process Personal Data about their clients ("Client Information") on their behalf. In these situations, it is our customers rather than we who decide the

reasons for which the Client Information will be processed. For details of how the Client Information will be used and protected, and details of how to access or correct the information, please refer to the privacy policy of the Unext customer to which you submitted your Personal Data.

## International Data Transfers Involving the European Economic Area (“EEA”)

If you are in the EEA, the data Unext collects from you as described in this Privacy Policy may be transferred to and stored at a destination outside the EEA in order to facilitate our business. Countries outside the EEA may not have laws that provide the same level of protection to your Personal Data as laws for EEA-member countries. Where this is the case we will attempt to implement appropriate safeguards to ensure that such transfers comply with EU Privacy Law by using standard contractual clauses approved by the European Commission as ensuring an adequate protection or by ensuring that the transfer is done to an organization that complies with Privacy Shield in case data transfer is made to the United States.

In this respect, please note that Unext adheres to the E.U.-U.S. and Swiss-U.S. Privacy Shield Framework. In compliance with the E.U.-U.S. and Swiss-U.S. Privacy Shield Principles, we commit to resolve complaints about your privacy and our collection or use of your Personal Data. Unext has further committed to refer unresolved privacy complaints under the E.U.-U.S. and Swiss-U.S. Privacy Shields to the American Arbitration Association, <http://go.adr.org/privacyshield.html>. In certain limited cases, it may be possible for individuals to invoke binding arbitration before the Privacy Shield Panel to be created by the U.S. Department of Commerce and the European Commission. Please note that if you are not a European Union or Switzerland resident, then Privacy Shield requirements regarding the handling of complaints may not apply to you and Privacy Shield enforcement mechanisms may not be available to you. In case you wish to obtain more details about Unext’s data transfer safeguards and the mechanisms in place, you may contact us at [opportunity@Unext.online](mailto:opportunity@Unext.online).

## Your Rights – Non-EU Users

Depending on where you are located, you will have different rights in respect of your Personal Data and we will make every effort to comply with the relevant requirements of applicable laws and this Privacy Policy.

## Your Rights – EU Users

If you are in the EU, you should know that the EU Privacy Law grants specific rights, summarized below, you can in principle exercise free of charge, subject to statutory exceptions. These rights may be limited, for example if fulfilling your request would reveal Personal Data about another person, or if you ask Unext to delete information we are required by law to keep or have compelling legitimate interests in keeping. To exercise any of your rights, you can file a request via email at [opportunity@Unext.online](mailto:opportunity@Unext.online).

Should you have unresolved concerns, you have the right to lodge a complaint where you live or where you believe a breach may have occurred. Unext encourages you to come to us in the first instance but, to the extent that this right applies to you, you are entitled to complain directly to the relevant supervisory authority.

1. **Right to Withdraw Consent.** Wherever we rely on your consent, you will be able to withdraw that consent at any time you choose and at your own initiative by logging in to your account on our website (if you have one) or by contacting us at [opportunity@Unext.online](mailto:opportunity@Unext.online). The withdrawal of your consent will not affect the lawfulness of the collection and processing of your data based on your consent up until the moment where you withdraw your consent. Please note that Unext may have other legal grounds for processing your data for other purposes, such as those set out in this Privacy Policy.

2. Right to Access and Rectify Your Data. You have the right to access, review, and rectify your Personal Data. You may be entitled to ask us for a copy of your information, to review or correct it if you wish to rectify any information like your name, email address, passwords or any other preferences, you can easily do so by logging in to your account on our website (if you have one) or by contacting us at opportunity@Unext.online. You may also request a copy of the Personal Data processed as described in this Privacy Policy.

3. Right to Erasure. In accordance with EU Privacy Law, you have the right to erasure of your Personal Data processed by us as described in this Privacy Policy in case it is no longer needed for the purposes for which the Personal Data was initially collected or processed or in the event you have withdrawn your consent or objected to processing as described in this Privacy Policy and no other legal ground for processing applies. Should you wish to have your Personal Data erased, please file a request via email at opportunity@Unext.online.

4. Right to Restriction of Processing. Under certain circumstances described in EU Privacy Law, you may ask us to restrict the processing of your Personal Data. This is for example the case when you contest the accuracy of your Personal Data. In such event, we will restrict the processing until we can verify the accuracy of your data.

5. Right to Object to Processing. Under certain circumstances described in EU Privacy Law, you may object to the processing of your Personal Data, including where your Personal Data is processed for direct marketing purposes.

6. Right to Data Portability. Where you have provided your data directly to us and where the processing is carried out by automated means and based on your consent or the performance of a contract between you and us, you have the right to receive the Personal Data processed about you in a structured, commonly used and machine-readable format, and to transmit this data to another service provider.

## Changes to this Privacy Policy

Unext will review and update this Privacy Policy periodically and will note the date of its most recent revision above. If we make material changes to this Privacy Policy, we will notify you either by prominently posting a notice of such changes prior to implementing the changes or by directly sending you a notification. We encourage you to review this Privacy Policy frequently to be informed of how Unext is collecting, using, retaining, protecting, disclosing, and transferring your information.