



## Tilt Essentials Customer Terms of Service

Last Updated: June 18, 2026

This Agreement, which includes these Customer Terms of Service ("Customer Terms"), sets out the general terms and conditions under which Career Allies, Inc. d/b/a Tilt ("Tilt," "us," or "we") agrees to provide, and the customer using the Services ("Customer" or "you" or "your") agrees to receive and use, the Services. By accessing or using the Services, Customer acknowledges that it has read, understood, and agreed to be bound by this Agreement, and Tilt's Privacy Policy found at <https://hellotilt.com/privacy-policy-2025/>. If you do not agree with the terms of this Agreement, you should not access or use the Services.

### 1. USE OF SERVICES

**1.1. Access.** During the Subscription Term, we will provide your Users access to use the Services as described in this Agreement.

**1.2. Tilt Essentials: Platform-Only Service.** Customer acknowledges and agrees that the Services provided under this Agreement consist solely of access to Tilt's hosted leave management platform and related technical support (collectively, "Tilt Essentials"). The Services expressly exclude any managed leave services, including without limitation leave success support, leave administration services, leave compliance services, compliance advisory services, or other premium service offerings provided by Tilt. Customer is solely responsible for all leave administration, employment decisions, compliance determinations, client or employee communications, and any other services Customer elects to provide in connection with Customer's use of the Services. Tilt is a technology provider and does not provide leave compliance services, legal advice, or direct leave administration services for Customer or Customer's employees.

**1.3. Customer's Responsibilities Regarding Users.** Customer is responsible for the conduct of Users and for ensuring that Users abide by the terms of this Agreement at all times in connection with their use of the Services. It is Customer's responsibility to (a) inform Users of any relevant policies, practices, and settings that Customer elects to enforce related to its Users' use of the Services; (b) give all notices to, and obtain any rights, permissions, or consents from its Users that are necessary for Customer's lawful use of the Services and the Processing of Customer Data by or on behalf of Tilt in connection with Customer's use



of the Services; and (c) respond to and resolve any dispute between Customer and a User related to or based on Customer Data and/or Customer's Processing of that Customer Data in connection with Customer's use of the Services.

**1.4. Login Credentials.** Customer and Users are responsible for all login credentials, including usernames and passwords, and Tilt shall not be liable for any damage or loss that may occur as a result of Customer's failure, or the failure of Users, to maintain the confidentiality of their login credentials. Users are not permitted to share or use the same login credentials to the Services. Tilt reserves the right to refuse registration of or cancel passwords it deems inappropriate. Customer is responsible for notifying Tilt at [security@ourtilt.com](mailto:security@ourtilt.com) if it becomes aware of any unauthorized use of or access to Accounts.

**1.5. Availability and Uptime.** For details of Tilt's service uptime commitment, please see our Service Level Agreement available at <https://hellotilt.com/sla/>, which is incorporated into, and forms part of, this Agreement by reference.

**1.6. Artificial Intelligence Features.** Customer's and Users' access to and use of any artificial intelligence features, tools, and technologies provided by Tilt are governed by Tilt's AI Addendum, which is incorporated into this Agreement by reference. Customer acknowledges that AI features may be subject to additional terms, limitations, and restrictions as set forth in the AI Addendum available at <https://hellotilt.com/ai-addendum-2025/>.

**1.7. Support and Maintenance.** Tilt will provide Customer with technical support for the Services in accordance with Tilt's then-current support policies. Support is limited to technical platform functionality, including account access, platform configuration assistance, approved integrations, and bug resolution. Tilt does not provide leave-related guidance, compliance support, legal advice, or managed leave administration as part of the Services. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by us or by third-party providers, or because of other causes beyond our reasonable control, but we shall use reasonable efforts to provide advance written notice of any scheduled service disruption. We may access Accounts in order to respond to and resolve support requests.

**1.8. Prohibited and Unauthorized Use.** You will not use the Services in any way that violates the terms of this Agreement or for any purpose or in any manner that is unlawful or prohibited by this Agreement. You and your Users will not engage in any abusive, harassing, defamatory, or bullying conduct toward Tilt or its employees, agents, or representatives.



Any such behavior may result in suspension or termination of access to any and all Services in Tilt's sole discretion without recourse to you.

**1.9. Customer Responsibilities.** To realize the full value of the Services, your participation and effort are required. Customer is responsible for (a) providing accurate and complete data, employee information, leave policies, and other materials necessary for the Services to function as intended; (b) configuring and maintaining Customer's account settings, workflows, policies, templates, and communications within the Services; (c) making all employment, leave, accommodation, benefits, payroll, compliance, and related decisions; (d) ensuring that Customer's use of the Services complies with all applicable federal, state, and local employment, leave, privacy, and data protection laws; and (e) supporting the integration of the Services with Customer's systems and notifying Tilt of material changes to Customer's technical environment that may affect the Services. We are not responsible or liable for any delay or failure of performance caused in whole or in part by your delay in performing, or failure to perform, these responsibilities.

**1.10. Subcontracting.** We may subcontract the performance of certain portions of the Services to an Affiliate or to a qualified third party; provided that such Affiliate or subcontractor performs those Services in a manner consistent with the terms, conditions, and obligations of this Agreement.

**1.11. Non-Provision of Legal or Managed Leave Services.** You understand and agree that, in providing the Services under this Agreement: (a) Tilt is not providing legal advice or legal representation to Customer in any regard; (b) Tilt is not providing leave administration, leave compliance, or managed leave services; (c) Tilt's Services features, outputs, and any recommendations are provided for informational and/or educational purposes only; and (d) Customer is solely responsible for all leave-related decisions, employment determinations, compliance assessments, and employee communications. Customer further understands and agrees that should it require legal advice, it is responsible for engaging a licensed attorney, and should it require managed leave services, it may separately contract with Tilt or another provider for such services.

## **2. FEES**

**2.1. Subscription Fees.** Customer shall pay Tilt fees for access to the Services as set forth in the applicable Order Form. Unless otherwise specified in the Order Form, fees shall be calculated on a per-employee-per-month basis as follows: (a) the PEPM Rate set forth in



the Order Form, multiplied by (b) the number of Covered Employees during the applicable Billing Period.

**2.3. Fee Adjustments.** Upon renewal of this Agreement, your Fees will be adjusted to match your total Covered Employee count at the beginning of the new Subscription Term. The PEPM Rate may revert to Tilt's then-current list price. If a PEPM Rate increase applies to you, we will notify you at least seventy-five (75) days in advance of your renewal and the increased PEPM Rate will apply at the start of the next Subscription Term.

**2.4. Fee Adjustments for Multi-Year Agreements.** If you sign a multi-year Agreement and experience a change in Covered Employee population that results in an increase or decrease to your Covered Employee count, we will proportionally adjust your Fees at the start of the next Billing Period.

**2.5. Payment Against Invoice.** We will invoice you no more than forty-five (45) days before the beginning of a Subscription Term and each subsequent Billing Period, and other times during the Subscription Term when fees are payable. All amounts invoiced are due and payable within thirty (30) days from the date of the invoice, unless otherwise specified in the Order Form. Any such payments made past their due date shall incur interest at a rate equal to 1.5% per month.

**2.6. Payment Information.** You will keep your billing information up to date. Updates to your billing information may be made by emailing [finance@ourtilt.com](mailto:finance@ourtilt.com) or by contacting your Customer Success Manager. All payment obligations are non-cancelable and all amounts paid are non-refundable, except as specifically provided for in this Agreement or an Order Form. All Fees are due and payable in advance throughout the Subscription Term.

**2.7. Taxes.** All Fees set forth herein are exclusive of taxes. Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder, other than any taxes imposed on, or with respect to, our income, revenues, gross receipts, personnel, real or personal property, or other assets.

**2.8. Payment Disputes.** Customer may withhold from payment any and all payments and amounts Customer disputes in good faith, pending resolution of such dispute, provided that Customer: (a) timely renders all payments and amounts that are not in dispute; (b) notifies us of the dispute prior to the due date for payment, specifying in such notice: (i) the amount in dispute; and (ii) the reason for the dispute set out in sufficient detail to facilitate our investigation and resolution by the parties; (c) works with us in good faith to



resolve the dispute promptly; and (d) promptly pays any amount determined to be payable by resolution of the dispute.

### **3. TERM AND TERMINATION**

**3.1. Term.** Your initial Subscription Term will be specified in your Order Form.

**3.2. Renewal.** Tilt will reach out to you prior to the expiration of your Order Form to propose renewal terms. Unless otherwise noted in your Order Form, if we do not receive communication from you, your Services may be renewed at Tilt's discretion for a subsequent twelve-month term, and pricing will be subject to Tilt's then-current list price ("Automatic Renewal"). To prevent Automatic Renewal, you must give written notice of non-renewal at least sixty (60) days before the expiration of the current Subscription Term to us at [legal@ourtilt.com](mailto:legal@ourtilt.com).

**3.3. Termination for Convenience.** Following the initial Subscription Term, you may choose to terminate this Agreement early at your convenience by giving forty-five (45) days prior written notice to us, provided however, that Customer shall remain liable for all Fees for the remainder of the then-current Subscription Term and Customer shall not be entitled to any refund or credit for any unused Subscription Term. You must give written notice of cancellation to us at [sales@ourtilt.com](mailto:sales@ourtilt.com) and [legal@ourtilt.com](mailto:legal@ourtilt.com) with the subject line: "Notice of Termination for Convenience."

**3.4. Termination for Cause.** Either party may terminate this Agreement for cause, as to any or all Services: (a) upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation, or assignment for the benefit of creditors. We may also terminate this Agreement for cause on thirty (30) days' written notice if we determine, following reasonable investigation, that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers. This Agreement may not otherwise be terminated prior to the end of the Subscription Term except as provided in Section 3.3 and Section 10.1. In no event will Tilt's termination for cause relieve Customer of its obligation to pay any Fees payable to Tilt for the period prior to termination. Except for Customer's termination for Tilt's uncured material breach of this Agreement, Customer must pay any unpaid Fees incurred for the remainder of the then-current Subscription Term.



**3.5. Suspension for Prohibited Acts.** We may suspend any User's access to any or all Services without notice for use of the Services in a way that violates applicable local, state, federal, or foreign laws or regulations, or the terms of this Agreement.

**3.6. Suspension for Non-Payment.** We will provide you with written notice of non-payment of any amount due. Unless the full amount has been paid, we may suspend your access to any or all of the Services ten (10) days after such notice, subject to Section 2.8 (Payment Disputes). If a Service is suspended for non-payment, we may charge a reactivation fee of up to 10% of your annual Subscription Fee or five hundred dollars (\$500), whichever is greater, to reinstate the Services.

**3.7. Effect of Termination or Expiration.** Upon termination or expiration of this Agreement, you will stop all use of the Services and Tilt Content.

## **4. CUSTOMER DATA**

**4.1. Customer's Proprietary Rights.** You own and retain all rights to the Customer Data. This Agreement does not grant us any ownership rights to Customer Data. You grant us on behalf of yourself and your Users a worldwide, royalty-free, non-sublicensable, non-transferable (except to a permitted assignee of us), non-exclusive, limited license to access, use, copy, reproduce, Process, adapt, distribute, publish, transmit, export, and display the Customer Data as reasonably necessary (a) to provide, maintain, and update the Services; (b) to prevent or address service, security, support, and technical issues; and (c) as expressly permitted by this Agreement or by you in writing.

**4.2. Protection of Customer Data.** We will maintain commercially appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of Customer Data in Tilt's possession, custody, or control. The Parties agree to the terms of Tilt's DPA, which is incorporated into this Agreement by reference. Customer's use of artificial intelligence features is governed by the AI Addendum, which is incorporated into this Agreement by reference.

**4.3. Usage Data.** Notwithstanding anything to the contrary, we shall have the right where permitted by law to collect, aggregate, and analyze anonymized or de-identified data and other information relating to Customer and Users' use of the Services, including, without limitation, information concerning Customer Data and data derived therefrom (collectively, "Usage Data"), and we will be free during and after the Subscription Term to use Usage Data to analyze, support, develop, operate, and improve the Services and other Tilt offerings and



for other lawful business purposes, including without limitation, to generate industry benchmarks or best practice guidance, recommendations, or similar reports.

**4.4. Feedback and Suggestions.** We encourage all customers to comment on the Services, provide suggestions for improving it, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Services, without payment or attribution to you.

## 5. INTELLECTUAL PROPERTY

**5.1. Overview.** This is an agreement for limited access to and use of the Services. You are not granted a license to any software by this Agreement and no ownership right is conveyed to you or Users. We own and retain all products, materials, tools, methodologies, technologies, and intellectual property rights developed or obtained or licensed from third parties that are related to the Tilt Content, the Services, and any other products or services provided under this Agreement. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the Tilt Content or the Services, in whole or in part, by any means, except as expressly authorized in writing by us.

**5.2. Statistical Data.** We may collect and utilize data and other information in summary, statistical, or other form, which does not directly identify particular individuals, derived from use and performance of the Services. Statistical data is used to aid in developing, delivering, and enhancing our products and services and for internal evaluation of trends, system usage, security threats, intrusions, and other similar internal purposes.

**5.3. No Reverse Engineering.** You may not, and you agree not to or enable others to, copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Services or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of open-sourced components included with the Services).

## 6. INTEGRATIONS

**6.1. Integrations.** The Services can be used as a standalone service or may be used in conjunction with approved third-party systems or services, and Customer may subscribe to such third-party systems or services directly with the provider thereof. By enabling or approving a third-party integration between Tilt and any such third-party systems or



services contracted by Customer, Customer is expressly instructing Tilt to take all steps necessary to facilitate the third-party integration. Customer is responsible for providing any and all instructions to such third-party services provider about the use and protection of Customer Data.

**6.2. Disclaimer.** Tilt disclaims liability associated with providing to you, accessing, and retrieving data or information from such system(s) and services on your behalf. When you connect your systems, tools, or accounts for integrations, you authorize us to: (a) store and use any data and use any materials we need to do the integration and provide you the Services, (b) gather any data reasonably necessary for us to provide the Services to you; and (c) otherwise take any action in connection with such service as is reasonably necessary for us to provide the Services to you. You agree that third-party service providers are entitled to rely on the foregoing authorization you have granted. You hereby agree that if your right and authority to allow Tilt automatic access to such system(s) lapses, you will immediately disable such integrations from within your account.

## **7. CONFIDENTIALITY**

**7.1. Non-Disclosure Obligations.** The Receiving Party will: (a) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care, (b) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (c) not disclose Confidential Information of the Disclosing Party to any third party (except those third parties used by us to provide some or all elements of the Services), and (d) limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

**7.2. Authorized Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule, or regulation, subpoena, or legal process; provided, however, that (a) the Receiving Party will provide the Disclosing Party with prompt notice of any request that it disclose Confidential Information, sufficient to allow the Disclosing Party to object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, the Receiving Party will disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; (b) the Receiving Party will refer the



request to the Disclosing Party and will provide reasonable assistance to the Disclosing Party, at the Disclosing Party's cost, in opposing such disclosure or seeking a protective order, unless the Receiving Party is explicitly prohibited from doing so by law or court order; and (c) in no event will the Receiving Party disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure.

**7.3. Equitable Relief.** The Receiving Party acknowledges that the disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party may be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

## **8. PUBLICITY**

**8.1. Publicity.** You grant us the right to add your name and company logo to our customer list and website. You can revoke this permission upon reasonable notice to us by emailing [legal@ourtilt.com](mailto:legal@ourtilt.com).

## **9. INDEMNIFICATION**

**9.1. Tilt Obligations to Customer.** Tilt will defend Customer from any and all claims, actions, demands or suits ("Claims") made or brought by third parties arising from: (a) Tilt's actual or alleged breach of this Agreement; (b) any material inaccuracy or breach of any of Tilt's representations or warranties in this Agreement; or (c) any material breach, gross negligence, or willful non-performance of any covenant, agreement, or obligation to be performed by Tilt under this Agreement. In each case, Tilt will indemnify and hold harmless Customer from any damages, reasonable attorney fees, and costs finally awarded to such third parties as a result of such Claims.

**9.2. Customer Obligations to Tilt.** Customer will defend Tilt against any and all Claims made or brought by your Users or other third parties arising from: (a) any inaccuracy or breach of any of Customer's representations, obligations, or warranties in this Agreement; (b) any inaccurate, incomplete, outdated, or misleading information, instructions, documents, policies, data, or materials supplied, uploaded, submitted, approved, or made available by Customer to Tilt, to Users, or through the Services; (c) any act or failure to act that directly and proximately causes material loss or damage to Tilt; (d) the negligence, recklessness, or willful misconduct of Customer or its Users, its customers, or its Affiliates;



(e) the infringement by Customer of any third-party intellectual property right; (f) an alleged employment relationship between Tilt and any User; (g) any employment, leave, accommodation, benefits, payroll, wage and hour, termination, reinstatement, retaliation, discrimination, interference, or similar decision, act, omission, communication, policy, practice, or determination by Customer, Customer's Affiliates, or any of their respective personnel; (h) any configuration, customization, workflow, rule, policy, setting, template, communication, notice, or instruction implemented, approved, provided, or requested by Customer or its Users in connection with the Services; and (i) any leave administration, compliance determination, legal interpretation, or employment-related service provided by or on behalf of Customer using or in connection with the Services. In each case, Customer will indemnify and hold harmless Tilt from any damages, attorney fees, and costs finally awarded to such third parties as a result of such Claims.

**9.3. Mutual Obligations.** Each party's indemnification obligations under this Section 9 are contingent upon the other party: (a) giving prompt written notice of any Claim; and (b) allowing the indemnifying party control over the defense and any related settlement, provided that the indemnified party may participate in the defense of the Claim at its own expense.

**9.4. Indemnification Procedures.** Each party agrees to notify the other party within thirty (30) days of receipt of any Claims made for which the other party might be liable under this Section 9. The indemnifying party will have the right to negotiate and settle such Claims as well as the right, but not the obligation, to defend against such Claims. The indemnified party will be entitled to participate in the defense of such matter and to employ counsel at its expense to assist therein; provided, however, that the indemnifying party will have final decision-making authority regarding all aspects of the defense of any Claim. The party seeking indemnification will provide the indemnifying party with such information and assistance as the indemnifying party may reasonably request, at the expense of the indemnifying party. Neither party will be responsible or bound by any settlement of any Claim made without its prior written consent; provided, however, that the indemnified party will not unreasonably condition, withhold, or delay such consent. If a settlement contains an absolute waiver of liability for the indemnified party, and each party has acted in compliance with the requirements of this Section 9, then the indemnified party's consent will be deemed given. Notwithstanding the foregoing, we will not agree to settle any Claim on such terms or conditions as would impair our ability, right, or obligation to perform our obligations under this Agreement.

## **10. WARRANTIES; DISCLAIMERS**



**10.1. Tilt Warranties.** We warrant that: (a) the Services will be provided in a manner consistent with generally accepted industry standards, and (b) we will not knowingly introduce any viruses or other forms of malicious code into the Services. In the event of non-conformance with this warranty, we will use commercially reasonable efforts to correct such non-conformance. If we cannot correct such non-conformance within sixty (60) days from the date when you notified us of the non-conformity (the "Remedy Period"), then either party may terminate this Agreement by providing the other party written notice within thirty (30) days of the end of the Remedy Period. If you terminate the Agreement for this reason, we will promptly refund any prepaid but unused Fees covering use of the Services after termination in accordance with the "Effect of Termination or Expiration" provision of this Agreement. We will not have any obligation or liability under this section if the non-conformance is caused by or based on: (x) any combination of the Services with any hardware, software, equipment, or data not provided by us, (y) modification of the Services by anyone other than us, or modification of the Services by us in accordance with specifications or instructions that you provided, or (z) use of the Services in violation of or outside the scope of this Agreement. THIS SECTION STATES OUR ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM PROVIDED FOR UNDER THIS SECTION.

**10.2. Customer Warranties.** Customer represents and warrants that it, or any third party it designates now or in the future, is entitled to transfer the Customer Data to Tilt so that Tilt may lawfully use, Process, and transfer the Customer Data in accordance with this Agreement on Customer's behalf. Customer warrants that it will comply with all applicable laws in its use of the Services, including all applicable employment, leave, accommodation, privacy, and data protection laws.

**10.3. Mutual Warranties.** Each party represents and warrants to the other that (a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws of its jurisdiction of incorporation or organization; (b) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (c) no authorization or approval from any third party is required in connection with such Party's execution, delivery, or performance of this Agreement; and (d) the execution, delivery, and performance of the Agreement does not and will not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

**10.4. Disclaimer of Warranties.** EXCEPT AS SET FORTH IN THE "TILT WARRANTIES" SECTION AND WITHOUT LIMITING OUR OBLIGATIONS IN THE "PROTECTION OF



CUSTOMER DATA" SECTION OF THIS AGREEMENT, WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY, ACCURACY, OR COMPLETENESS OF THE SERVICES, DATA SYNCHED TO OR MADE AVAILABLE FROM THE SERVICES, TILT CONTENT, OR ANY CONSULTING SERVICES FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND TILT CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH REGARD TO THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

## **11. LIMITATION OF LIABILITY**

**11.1. No Indirect Damages.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

**11.2. Limitation of Liability.** EXCEPT FOR YOUR LIABILITY FOR PAYMENT OF FEES, YOUR LIABILITY ARISING FROM YOUR OBLIGATIONS UNDER THE "INDEMNIFICATION" SECTION, AND YOUR LIABILITY FOR VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, THE PARTIES AGREE THAT THE AGGREGATE LIABILITY OF A PARTY AND ITS AFFILIATES WILL BE LIMITED TO A SUM EQUAL TO THE TOTAL AMOUNTS PAID OR PAYABLE FOR THE SERVICES IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.

**11.3. Third-Party Products.** WE DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE.

**11.4. Agreement to Liability Limit.** YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE SERVICES TO YOU.

## **12. MISCELLANEOUS**



**12.1. Governing Law; Venue.** This Agreement will be construed and interpreted and its performance governed by the laws of the State of Delaware, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction. The parties submit to the exclusive jurisdiction of the state and federal courts with jurisdiction over New Castle County, Delaware, for any suit, action, or proceeding relating to this Agreement.

**12.2. Dispute Resolution.** All actions, disputes, claims, and controversies under common law, statutory law, or in equity of any type or nature whatsoever, whether arising before or after the date of this Agreement, and whether directly or indirectly relating to: (a) this Agreement and/or any amendments and addenda hereto, or the breach, invalidity, or termination hereof; (b) any previous or subsequent agreement between the parties; and/or (c) any other relationship, transaction, or dealing between the parties (collectively the "Disputes"), will be subject to and resolved by binding arbitration pursuant to the American Arbitration Association. All such Disputes will be held in New Castle County, Delaware, or such other location as may be mutually agreed upon by the parties. Any award or order rendered by the arbitrator may be confirmed as a judgment or order in any state or federal court of competent jurisdiction.

**12.3. Waiver of Jury Trial.** Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

**12.4. Remedies.** It is understood and agreed that we may be irreparably injured by a breach of this Agreement; that money damages would not be an adequate remedy for any such breach; and that we will be entitled to seek equitable relief, including injunctive relief and specific performance, without having to post a bond, as a remedy for any such breach, and such remedy will not be our exclusive remedy for any breach of this Agreement.

**12.5. Attorneys' Fees.** In the event that any action, suit, arbitration, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

**12.6. Updating this Agreement.** Tilt reserves the right to update or modify this Agreement from time to time as its business evolves by posting an updated version of this Agreement on Tilt's website. If, in Tilt's sole discretion, it believes that the modifications being made are material, Tilt will notify Customer prior to the change taking effect. The revised version will become effective and binding the next business day after it is posted. By continuing to



utilize the Services after the effective date of any update to this Agreement, Customer will be deemed to have accepted such update.

**12.7. No Waiver.** No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

**12.8. Force Majeure.** Except for payment obligations of amounts due under this Agreement, neither party will be responsible for failure or delay of performance if caused by a Force Majeure Event. The party experiencing such Force Majeure Event shall be relieved from its obligations (or part thereof) as long as the Force Majeure Event lasts and hinders the performance of said obligations (or part thereof); provided, however, that the party experiencing such Force Majeure Event shall promptly notify the other party of such event and shall make reasonable efforts to mitigate the effects of the Force Majeure Event.

**12.9. Relationship of the Parties.** The parties agree that no joint venture, partnership, employment, co-employment, or agency relationship exists between them. Neither party has the authority to act as an agent of the other party or bind the other party in any manner.

**12.10. Compliance with Laws.** Each party will comply with all U.S. state and federal laws (where applicable) in the provision of the Services and our Processing of Customer Data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process, or governmental request.

**12.11. Severability.** If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

**12.12. Notices.** Notices to Tilt should be sent via email to [legal@ourtilt.com](mailto:legal@ourtilt.com), or via physical mail to Jennifer Henderson, 1281 E Magnolia St., Unit D-B19, Fort Collins, Colorado 80524. Notices to you will be sent to the address set forth in the Order Form under "Customer Notices Contact" or provided through the Services. You must keep all account information current.

**12.13. Modification to Services.** We may modify the Services from time to time, including by adding or deleting features and functions, in an effort to improve your experience. We will



not make any changes that materially reduce the functionality provided to you during the Subscription Term.

**12.14. Entire Agreement.** This Agreement is the entire agreement between the parties and supersedes all other proposals and agreements, whether electronic, oral, or written, between us. We object to and reject any additional or different terms proposed by you. Our obligations are not contingent on the delivery of any future functionality or features of the Services or dependent on any oral or written comments made by us regarding future functionality or features of the Services.

**12.15. Assignment.** Neither this Agreement nor any of the rights or licenses granted hereunder may be transferred or assigned by either party without the other party's express prior written consent (not to be unreasonably withheld or delayed); provided, however, that either party may assign this Agreement and all Order Forms or Renewals upon written notice (if by Customer via email to [legal@ourtilt.com](mailto:legal@ourtilt.com)) without the other party's consent to an Affiliate or to its successor in interest in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets; provided, however, that should Customer assign this Agreement to any competitor of Tilt, then Tilt shall have the right to terminate this Agreement and Customer's use of the Services upon notice.

**12.16. No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or will confer upon any third-party person or entity any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**12.17. Authority.** Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms. If additional legal entities are included in your Agreement as Affiliates, you warrant and represent that you have the authority to procure your Affiliate's compliance with the terms of this Agreement and you agree to take full responsibility for all Customer Affiliates under this Agreement.

**12.18. Insurance.** During the term of this Agreement, we will, at our own cost and expense, obtain and maintain in full force and effect, with reputable insurers having A.M. Best ratings of at least A- (VII) or better, liability insurance with coverage and minimum limits of liability as follows: (a) Commercial General Liability Insurance (Primary) or equivalent, with minimum limits of \$1,000,000 Each Occurrence and \$2,000,000 Aggregate; (b) Workers' Compensation and Employers Liability Insurance (as required by the state), with minimum limits of \$1,000,000 Each Accident; (c) Professional Liability (cyber/errors and omissions



liability insurance), with a limit of \$5,000,000; and (d) Umbrella/Excess Liability Insurance, with a minimum limit of \$2,000,000.

**12.19. Survival.** The following sections will survive the expiration or termination of this Agreement: "Definitions," "Fees," "Prohibited and Unauthorized Use," "Termination for Cause," "Suspension for Prohibited Acts," "Suspension for Non-Payment," "Effect of Termination or Expiration," "Customer's Proprietary Rights," "Intellectual Property," "Confidentiality," "Publicity," "Indemnification," "Warranties; Disclaimers; Limitation of Liability," and "Miscellaneous."

**12.20. Precedence.** In the event of a conflict between the terms of the Customer Terms and an Order Form, the terms of the Order Form will control, but only as to that Order Form.

## **13. DEFINITIONS**

**13.1.** "Account" means a Customer Account or User Account.

**13.2.** "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement or is expressly named as an Affiliate in an Order Form or Renewal. For purposes of this definition, control means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**13.3.** "Agreement" means these Customer Terms, in addition to any Order Forms, Renewals, the DPA, the AI Addendum, the Service Level Agreement, and all materials referred to herein as "incorporated into the Agreement."

**13.4.** "AI Addendum" means Tilt's Artificial Intelligence Terms Addendum available at <https://hellotilt.com/ai-addendum/>, which is incorporated by reference into, and forms part of, this Agreement.

**13.5.** "Billing Period" means the period for which you agree to prepay fees under an Order Form.

**13.6.** "Confidential Information" means all confidential information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that a reasonable person would consider confidential. Confidential Information includes all information concerning: the Disclosing Party's employees, customers, potential customers, past, present, or proposed products,



marketing plans, engineering and other designs, technical data, business plans, business opportunities, finances, research, development, and the terms and conditions of this Agreement. Confidential Information also includes Customer Data, Personal Data, Sensitive Information, and the fact that this Agreement exists. Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party. Subject to the foregoing exclusions, Customer Data will be considered Confidential Information under this Agreement regardless of whether or not it is designated as confidential.

**13.7.** "Covered Employees" means all employees, workers, or other individuals who are eligible to access, receive, or be supported by the Services during the applicable month, whether or not such individual actively logs into the Services during that month.

**13.8.** "Customer Account" means the account or instance within the Services created on behalf of Customer by a representative of Customer that has administrative rights on the Customer Account to take certain actions and make certain changes on behalf of the Customer.

**13.9.** "Customer Data" means all information that you submit or collect via the Services. Customer Data does not include Tilt Content.

**13.10.** "DPA" means Tilt's data processing agreement available at <https://hellotilt.com/dpa/>, which is incorporated by reference into, and forms part of, this Agreement.

**13.11.** "Fees" means dollar amounts due and payable to Tilt by Customer as compensation for Customer's use of the Services, including the Subscription Fee.

**13.12.** "Force Majeure Event" means a condition that is beyond a party's reasonable control, including but not limited to natural disasters, civil disturbances, epidemics, pandemics, quarantines, acts of terrorism or war, labor conditions, governmental actions, interruptions or failure of the internet or any utility service, failures in third-party hosting services, and denial-of-service attacks.

**13.13.** "Order Form" means the Tilt-approved order form by which you agree to purchase products and/or services from Tilt.



**13.14.** "PEPM Rate" means the per-employee-per-month rate used to calculate the Subscription Fee for the Services as set forth in the Order Form or Renewal.

**13.15.** "Personal Data" means any information relating to an identified or identifiable individual where (a) such information is contained within Customer Data and (b) is protected as personal data or personally identifiable information under applicable Data Protection Laws (as defined in the DPA).

**13.16.** "Process" and inflections thereof means any operation or set of operations which is performed on Customer Data or on sets of Customer Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, and destruction.

**13.17.** "Renewal" means the Tilt-approved renewal order form by which you agree to renew this Agreement with Tilt.

**13.18.** "Sensitive Information" means government-issued identification numbers (such as Social Security numbers, passport numbers), biometric information, personal health information (or other information protected under any applicable health data protection laws), personal information of children protected under any child data protection laws, and any other information or combinations of information that falls within the definition of "special categories of data" under the GDPR (as defined in the DPA) or any other applicable law relating to privacy and data protection.

**13.19.** "Services" means access to Tilt's hosted leave management platform, branded as Tilt Essentials, and related technical support as described in this Agreement. The Services expressly exclude leave success support, leave administration services, leave compliance services, compliance advisory services, managed leave administration, and other premium service offerings unless expressly agreed in writing by Tilt. For clarity, the Services are limited to the technology platform and do not include any managed leave services or legal advice.

**13.20.** "Subscription Fee" means the amount you pay for the Services.

**13.21.** "Subscription Term" means the term of your subscription to the applicable Services, as specified on your Order Form(s), and each subsequent renewal term (if any).



**13.22.** "Tilt Content" means all information, data, text, messages, software, video, photographs, graphics, images, and tags that we incorporate into the Services.

**13.23.** "Users" means your employees, representatives, consultants, contractors, or agents who are authorized to use the Services for your benefit and have unique user identifications and passwords for the Services.

**13.24.** "You," "Your," or "Customer" means the person or entity using the Services and identified in the applicable account record, billing statement, Order Form, or Renewal as the customer.