

# EXHIBIT B

## Terms of Service

*Last Updated: August 10, 2020*

These terms and conditions of service are between you (the “Customer”, “you”, or “your”) and Quantum Market Research, Inc. (“Quantum Workplace”) and govern your use of the Quantum Workplace employee engagement platform and Quantum Workplace services related to your subscription to the platform, as such “Services” shall be further detailed under a separate order form (an “Order Form”) between you and Quantum Workplace (these terms and conditions and the Order Form shall collectively be referred to as, the “Agreement”). You may not access or use any Services unless you agree to abide by all of the terms and conditions in this Agreement.

### 1. Services

(a) Subject to the terms and conditions of this Agreement, Quantum Workplace grants Customer a non-exclusive, non-transferable right to access and use the Services during the Term, solely for use by Authorized Users. Such use is limited to Customer’s internal use. Quantum Workplace shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services. You must use the Services in a lawful manner, and must obey all laws, rules, and regulations applicable to your use of the Services. An “Authorized User” means Customer’s employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (b) for whom access to the Services has been purchased hereunder.

(b) Quantum Workplace has and will retain sole control over the operation, provision, maintenance, and management of the Services. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property (defined below) in or relating to, the Services. All right, title, and interest in and to the Services, and Quantum Workplace Intellectual Property, are and will remain with Quantum Workplace. Quantum Workplace may from time to time in its discretion engage third parties to perform or assist in the performance of the Services (each, a “Subcontractor”). “Intellectual Property “ means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, source code, object code, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

(c) Quantum Workplace may, directly or indirectly, and by use of a disabling or any other lawful means, suspend, terminate, or otherwise deny Customer’s, any Authorized User’s, or any other person’s access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) Quantum Workplace receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Quantum Workplace to do so; or (b) Quantum Workplace believes, in its reasonable discretion, that: (i) Customer or any Authorized

User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iii) this Agreement expires or is terminated. This Section 1(c) does not limit any of Quantum Workplace's other rights or remedies, whether at law, in equity, or under this Agreement.

## **2. Use Restrictions**

Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services; or (v) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

## **3. Duties and Obligations of Quantum Workplace**

Quantum Workplace shall provide the Services in a professional, workmanlike manner consistent with industry standards, and the Services shall include all services necessary for productive use including, without limitation, security controls, customization, system integration, user identification and password change management, data import and export, monitoring, technical support, maintenance, training, and backup and recovery. During the term of this Agreement, Quantum Workplace shall not materially reduce or eliminate functionality in the Services.

## **4. Duties and Obligations of Customer**

Customer shall timely provide Quantum Workplace with sufficient documentation, information, assistance, support and data to enable Quantum Workplace to perform the Services. All Customer deliverables shall meet the reasonable quality and formatting requirements outlined by Quantum Workplace, including but not limited to adherence to template instructions and requirements for related documents, demographics, and communications. Further, it is very important to us that individuals who take surveys created by you or an Authorized Users ("End User") understand the purpose and intent of your use of the Services. You agree to accurately communicate, and not misrepresent, the nature of the Services, and any applicable privacy terms relating to their responses or submissions via the Services by End Users; and (ii) provide your End Users a meaningful way to contact you in the event of any questions; (iv) not use Services in a manner that is unfair or deceptive.

## **5. Term**

This Agreement is effective on the date detailed in an Order Form, and will continue until terminated in accordance with this Agreement (the "Term"). Survey data affiliated with Customer will be stored internally by Quantum Workplace for an additional sixty (60) days following any termination or non-renewal of this Agreement.

## **6. Fees and Payment**

In exchange for the Services to be provided to Customer by Quantum Workplace, Customer shall pay Quantum Workplace "Service Fees" detailed in an Order Form.

Quantum Workplace Service Fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on Quantum Workplace's net income. If Quantum Workplace has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Quantum Workplace with a valid tax exemption certificate authorized by the appropriate taxing authority. If applicable, Customer must provide the tax-exempt certificate within 20 days of the date of the invoice.

Service Fees and any included Taxes are payable within thirty (30) days of the invoice billing dates, unless other payment terms are detailed in the Order Form.

## **7. Confidentiality; Customer Data**

(a) Quantum Workplace Confidential Information.

Customer acknowledges and agrees that Quantum Workplace's Services and Intellectual Property embodies substantial creative efforts and confidential information, ideas, and expressions (the "QW Confidential Information"). Accordingly, Customer agrees to treat, and take precautions to ensure that its employees treat, the QW Confidential Information as confidential in accordance with the confidentiality requirements and conditions set forth in this Section 7. Customer acknowledges that the unauthorized use, transfer, or disclosure of the QW Confidential Information and its components or copies thereof, will (1) substantially diminish the value to Quantum Workplace of the trade secrets and other proprietary interests that are the subject of this Agreement; (2) render Quantum Workplace's remedy at law for such unauthorized use, disclosure, or transfer inadequate; and (3) cause irreparable injury in a short period of time. If Customer breaches any of its obligations with respect to the use or confidentiality of the QW Confidential Information, Quantum Workplace shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief. Customer's obligations under this Section shall survive the termination of this Agreement.

(b) Customer Data.

Protection of personal data is very important to us. Our “Privacy Policy,” which can be found at <https://www.quantumworkplace.com/privacy-policy> and is made part of this Agreement, explains how and for what purposes we collect, use, retain, disclose, and safeguard the personal data you provide to us. You agree to the terms of our Privacy Policy, which we may update from time to time. All data uploaded by Customer, including all survey and performance management system related data, personal information of Customer’s employees and all analytics data derived therefrom (“Customer Data”) remains the sole and exclusive property of Customer and shall be considered and treated by Quantum Workplace as confidential information of Customer. During the term of this Agreement, in addition to the foregoing, service will be performed in accordance with industry standards for confidentiality and anonymity of the end users and survey responders, and Quantum Workplace will deliver data and analytics in a manner reasonably designed not to reveal the identity of end users without their explicit permission. For a reasonable period of time following the expiration or termination of this Agreement, Customer may access and download a copy of all Customer Data or request Quantum Workplace to provide a copy of all such Customer Data in a format reasonably agreed to by the parties. Customer grants Quantum Workplace a worldwide, royalty free, perpetual license and right to use, disclose, store, and modify the Customer Data for purposes of performing the Services under this Agreement, as is necessary or useful for Quantum Workplace’s internal business needs to improve the Services, and as may be permitted under the Privacy Policy, including the ability to aggregate and de-identify Customer Data and retain such aggregated and de-identified Customer Data subject to Quantum Workplace’s confidentiality and disclosures obligations hereunder.

All Customer Data will be encrypted at-rest and in-transit by Quantum Workplace. Customer may request that Quantum Workplace destroy Customer Data at any time, and any Customer Data retained by Quantum Workplace will remain subject to the confidentiality and disclosure obligations. Customer Data will be kept isolated from and not co-mingled with the data of other Quantum Workplace customers through logical separation using appropriately strong keys and logical separation techniques. Quantum Workplace will not use, sell, rent, transfer, distribute, or otherwise disclose or make available Customer Data for Quantum Workplace’s own purposes or for the benefit of anyone other than Customer without Customer’s prior written consent.

(c) Mutual Confidentiality.

Each party also agrees to keep confidential (i) all information identified as such by the party providing such information, and, (ii) if not so identified, all information, if given the circumstances surrounding disclosure, a reasonable person would assume the information is confidential and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own, at all times exercising at least a reasonable degree of care in the protection of confidential information.

## **8. Security**

Quantum Workplace's technology, systems and network(s) for providing the Services will utilize generally accepted security measures in providing the Services designed to provide physical, administrative and technical safeguards to Customer Data and to secure any credentials and communication connections necessary to gain access to any data repository or system operated by or on behalf of Customer. In the event of any breach or unauthorized use of such credentials or connections Quantum Workplace shall promptly notice Customer of such breach or unauthorized use. Quantum Workplace represents and warrants that to the best of its knowledge the Services do not and will not infringe the rights of any third party, and will be provided in accordance with law, including any Federal or State privacy laws related to Customer Data.

## **9. Indemnification**

Each party agrees to defend, indemnify, and hold harmless the other party, its affiliates, directors, officers, members, managers, agents, representatives, successors and assigns (the "Indemnified Parties") from any and all damages, expenses or liability, including without limitation, reasonable attorneys' fees and costs, of the Indemnified Parties resulting from or arising out of, any gross negligence, fraud or intentional misconduct by the other party, or from any material breach of this Agreement by the other party. Each party shall ensure that its employees and affiliates take all actions necessary to comply with the terms and conditions set forth in this Agreement.

## **10. Warranties; Limitation of Liability**

(a) CUSTOMER ACKNOWLEDGES AND AGREES THAT QUANTUM WORKPLACE'S SOFTWARE IS LICENSED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DATA, DOCUMENTATION OR ANY OTHER INFORMATION PROVIDED BY QUANTUM WORKPLACE OR OBTAINED BY YOU FROM OR THROUGH THE SERVICES CREATES OR IMPLIES ANY WARRANTY FROM QUANTUM WORKPLACE TO YOU. (b) IN NO EVENT SHALL QUANTUM WORKPLACE BE LIABLE FOR ANY DAMAGES, INCLUDING INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF THE USE OF ITS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTIES ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. (c) A party's liability (whether arising in tort, contract or otherwise and notwithstanding any fault, negligence (whether active, passive or imputed, product liability or strict liability of a party) under this Agreement or regarding any of the products or Services rendered by the parties under this Agreement will in no event exceed the Service Fees paid under this Agreement. Provided, however, in the event any legal proceedings must be instituted by Quantum Workplace to recover the fees or other amounts due it from Customer under this Agreement, Quantum Workplace shall be entitled to recover the cost of collection.

## **11. Termination**

(a) Quantum Workplace may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than 15 days after delivery of written notice thereof.

(b) Either party may terminate this Agreement, effective on written notice to the other party, if the other party breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.

(c) Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

## **12. Notices**

You consent to electronic provision of all disclosures and notices from Quantum Workplace (“Notices”), including those required by law. You also agree that any electronic consent will have the same legal effect as a physical signature. You agree that Quantum Workplace can provide Notices regarding the Services to you through our website or through the dashboard via the Services, or by mailing Notices to the email or physical addresses identified in an Order Form. Notices may include notifications about your account, changes to the Services, or other information we are required to provide to you. You also agree that electronic delivery of a Notice has the same legal effect as if we provided you with a physical copy. We will consider a Notice to have been received by you within 24 hours of the time a Notice is either posted to our website or emailed to you. You will need a computer or mobile device, Internet connectivity, and an updated browser to access the Services and review the Notices provided to you. If you are having problems viewing or accessing any Notices, please contact us and we can find another means of delivery. Due to the nature of the Services, you will not be able to begin using the Services without agreeing to electronic delivery of Notices.

## **13. Entire Agreement**

This Agreement, an Order Form and any Order Form Exhibits or Addenda contain the entire understanding and agreement between the parties respecting the subject matter hereof and supersedes all previous oral or written agreements and communications.

#### **14. Amendment**

We have the right to change or add to these terms of service at any time, solely with prospective effect, and to change, delete, discontinue, or impose conditions on use of the Services by posting such changes on our website. We will provide you with notice of any changes through the Services, via email, or through other reasonable means. If you are an existing customer of the Services, the changes will come into effect 10 days after we post the changes to our website, and your use of the Services more than 10 days after we publish any such changes on our website constitutes your acceptance of the terms of the modified Agreement. You can access a copy of the current terms of this Agreement on our website at any time. You can find out when this Agreement was last changed by checking the “Last updated” date at the top of the Agreement

#### **15. Assignment**

You may not assign this Agreement, any rights or licenses granted in this Agreement, or operation of your account to others without our prior written consent. If you wish to make such an assignment, please contact us. If we consent to the assignment, the assignee must agree to assume all of your rights and obligations owed by you related to the assignment, and must agree to comply with the terms of this Agreement. Quantum Workplace may assign this Agreement without your consent or any other restriction. If we make an assignment, we will provide reasonable notice to you.

#### **16. Governing Law; Jurisdiction**

(a) All matters relating to the Services and this Agreement and any dispute or claim arising therefrom or related thereto, shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(b) Any legal suit, action or proceeding arising out of, or related to, this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of Nebraska in each case located in the City of Omaha and County of Douglas. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

#### **17. Force Majeure**

Neither party will be liable for any delays in processing or other nonperformance caused by telecommunications, utility, failures, or equipment failures; labor strife, riots, war, or terrorist attacks; nonperformance of our vendors or suppliers, fires or acts of nature; or any other event over which the respective party has no reasonable control. However, nothing in this section will affect or excuse your liabilities or your obligation to pay Service Fees under this Agreement.

## **18. Enforceability and Severability**

In the event that any provision of this Agreement shall be held by a court to be unenforceable or invalid for any reason, such provision shall be modified or deleted in such a manner as to make this Agreement, as modified, legal and enforceable to the fullest extent of the law. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.