

HR & ADVISORY SERVICES AGREEMENT – EXHIBIT A

Scope of Services

The Service Provider agrees to provide the services set forth in Exhibit A (“Services”), which is attached hereto and made a part of this Agreement. Services will be provided in accordance with the terms of the Master Services & Software-as-a-Service Agreement.

Costs and Pricing

The Client acknowledges and agrees to the costs outlined in Exhibit A, which pertain to the scope of the work described in this Agreement. If there is a change in the scope of work initiated by either the Client or the Service Provider, a new proposal will be issued.

Taxes and Additional Expenses

The Client shall be responsible for all sales, use, excise, and any other similar taxes, duties, and charges imposed by any governmental entity on any amounts payable under this Agreement. Ancillary expenses must receive prior written approval from the Client and will be reimbursed to the Service Provider, including but not limited to mailing costs, approved purchases made on behalf of the Client, and approved travel expenses. Any ancillary expense exceeding \$1,000 must receive explicit written consent from the Client beforehand.

This Exhibit is incorporated into and governed by the Master Services & Software-as-a-Service Agreement. All obligations under this Exhibit are subject to the Disclaimer of Warranties, Limitation of Liability, and Indemnification provisions of the Master Agreement.