

NOWSTA ORDER FORM

This Order is entered into by Nowsta, Inc. ("Nowsta") and the Subscriber identified below ("Subscriber") pursuant to the Nowsta Master Subscription Services Agreement found at <https://www.nowsta.com/master-subscription-services-agreement/> ("Agreement") and is effective as of the later of the dates executed by Nowsta and Subscriber ("Effective Date"). The Agreement supersedes any other agreement Subscriber may have with Nowsta with respect to the Services specified in this Order.

Subscriber: The Service Companies, Inc.	Subscriber Point of Contact: Brigitte Tribble Subscriber Billing Contact: Brigitte Tribble
Subscriber Address: 3750 NW 87th Avenue - Suite 700 #1019 Miramar, Florida 33178	Subscriber E-Mail: brigitte.tribble@theservicecompanies.com Subscriber Billing E-Mail: ssr@theservicecompanies.com
Nowsta Point of Contact: Fletcher Cline	Nowsta E-Mail: fletcher@nowsta.com
Services and Fees Platform Services – Nowsta Workforce Management Platform: Enterprise Annual Subscription Fee: \$36,000 Setup Services Fees: Waived Set Up Services: Onboarding & Training, including provisioning of Platform Services for the Subscriber. (Does not include any Integration Services, which are priced separately)	
Subscription Billing Frequency: Monthly	Initial Service Term
Payment Term Conditions Annual Invoice: One payment in advance. Includes an additional 3% Annual Invoice discount. Invoice payment can be made by ACH or Check. Monthly automated payments: Twelve equal monthly Credit Card/ACH payments in advance. <i>*Credit Card fees are paid by the Subscriber.</i>	One (1) year commencing on the date of this Order. Renewed annually per Section 10.1 of the Agreement.

Each party agrees that the electronic signatures of the parties included in this Order are intended to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

IN WITNESS WHEREOF, the parties hereto have made and executed this Order as of the last date written below.


<p>Nowsta, Inc.</p> <p>Signature:</p> <div><p>DocuSigned by:</p><p><i>Steve Lance</i></p><p>55EE8CEFC5174C8...</p></div> <p>Full Name: Steve Lance</p> <p>Title: CFO</p> <p>Date: 7/31/2025</p>	<p>The Service Companies, Inc.</p> <p>Signature:</p> <div><p>DocuSigned by:</p><p><i>Christina Kendrix</i></p><p>A22739D4B48A477...</p></div> <p>Full Name: Christina Kendrix</p> <p>Title: CFO</p> <p>Date: 7/31/2025</p>
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NOWSTA, INC.
AMENDMENT 1 TO AGENCY ADDENDUM (Legacy Vendors)

This Amendment 1 ("**Amendment 1**") amends the Agency Addendum to the Nowsta Marketplace Terms of Use ("**Agency Addendum**") in effect between the parties in connection with Agency's use of the Nowsta Talent Marketplace. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Agency Addendum.

1. **Amendment of Section 1.** The Referral Fee percentage is modified from eight percent (8%) to four percent (4%). In addition, no Referral Fee shall be payable in connection with the following Customers during the Initial Service Term:
LEGENDS Hospitality
LAZ Parking
DSquared Hospitality
2. **Amendment to the Agreement.** Unless specifically changed by this Amendment, all other terms and conditions of the Agreement remain unchanged. If there is any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment will prevail.
3. **Entire Agreement.** This Amendment 1 supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. The parties each represent that it has validly entered into this Amendment 1 and has the legal power to do so. No modification, amendment, or waiver of any provision of the Agreement will be effective unless it exists in writing and is signed by the party against whom the modification, amendment, or waiver is to be asserted. No failure or delay by either party in exercising any right under the Amendment 1 will constitute a waiver of that right. If any provision of this Amendment 1 is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Amendment 1 will remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 as of the last date written below.

DocuSigned by:
By: 
Name: Steve Lance
Title: CFO
Date: 7/31/2025

DocuSigned by:
By: 
Full Name: Christina Kendrix
Title: Chief Financial Officer
Date: 7/31/2025

NOWSTA, INC.
Legends Amendment to Nowsta Master Subscription Services Agreement for Legends Hospitality, LLC. and its affiliates ("Customer")


Subscriber Name	The Service Companies, Inc.
Subscriber Address	3750 NW 87th Avenue - Suite 700 PMB1019, Miami, FL 33178
Order Date of Services	Order for Nowsta Subscription Services dated July 31, 2025 (which includes the Nowsta Master Subscription Services Agreement) ("Agreement")

This Legends Amendment ("**Legends Amendment**") amends the Agreement solely in connection with Subscriber's provision of Staffing to Customer. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Nowsta wishes to utilize Subscriber in connection with the provision of staffing services to the Customer outside of the terms of the Marketplace and Subscriber wishes to act as a staffing services agency ("**Staffing Agency**") to provide staffing services to Customer ("**Staffing**") pursuant to the terms of this Legends Amendment.

1. Subscriber agrees that the Marketplace TOU shall not apply to any Staffing provided to Customer where Nowsta is acting as Customer's purchasing and payment agent.
2. Subscriber agrees that in lieu of the Marketplace TOU and the SSA that it will provide all such Staffing pursuant to the Legends Staffing Agreement set forth in **Exhibit 1** and except with respect to payment terms, the obligations of Subscriber to Legends shall be as described in the Temporary Staffing Services Agreement entered into as of March 27, 2024 between Legends Hospitality, LLC and its affiliates and The Service Companies, Inc..
3. Unless specifically changed by this Legends Amendment (and the documents referenced herein), all other terms and conditions of the Agreement remain unchanged. If there is any conflict between the terms of this Legends Amendment and the Agreement, the terms of this Legends Amendment will prevail solely with respect to orders for Staffing placed by Nowsta for the benefit of Legends.
4. This Legends Amendment shall remain in effect during the Service Term unless terminated by Nowsta for any reason on thirty (30) days prior written notice.
5. **Entire Agreement.** Nowsta and Subscriber each represent that it has validly entered into this Legends Amendment and has the legal power to do so. No modification, amendment, or waiver of any provision of this Legends Amendment will be effective unless it exists in writing and is signed by the party against whom the modification, amendment, or waiver is to be asserted. No failure or delay by either party in exercising any right under this Legends Amendment will constitute a waiver of that right. If any provision of this Legends Amendment is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Legends Amendment will remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Legends Amendment as of the last date written below.

Nowsta, Inc.
DocuSigned by:
 By: 
 Name: Steve Lance
58EE8CEFC5174C8...
 Title: CFO
 Date: 7/31/2025

Subscriber: The Service Companies, Inc.
DocuSigned by:
 By: 
 Full Name: Christina Kendrix
 Title: Chief Financial Officer
 Date: 7/31/2025

Exhibit 1 -Legends Staffing Agreement (“Staffing Agreement”).

1. General.

This Staffing Agreement is between Nowsta and Staffing Agency and applies in the event Staffing Agency provides Staffing to Customer via the placement of orders through the Nowsta Platform as further described in the Legends Amendment. Legends (and its affiliates) is considered a third party beneficiary with rights to enforce this Staffing Agreement. Nowsta agrees to use commercially reasonable efforts to make available fifteen percent (15%) of the shifts required by Customer at the following locations to Staffing Agency during the period that this Staffing Agreement is in effect and so long as Staffing Agency is in good standing with Customer: Angels Stadium, SoFi Stadium, LA Coliseum, BMO Stadium.

2. Confidentiality.

2.1 By virtue of this Agreement, a party (“**Discloser**”) may disclose to the other party (“**Recipient**”) Confidential Information of Discloser. “**Confidential Information**” means non-public information disclosed in connection with this Staffing Agreement including: (i) all data related to each party’s customers, personnel and workers; (ii) the terms of this Staffing Agreement; (iii) any commercial, financial, marketing, business, technical or other data, security measures and procedures, know-how, trade secrets or other information that: (a) in the case of information in tangible form, is marked “confidential” or “proprietary;” (b) in the case of information disclosed orally, visually or any other intangible form, is designated confidential or proprietary at the time of disclosure; or (c) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary; and (iv) any reproduction of such information in any form or medium, or any part of such information.

2.2 Recipient agrees not to disclose the Discloser’s Confidential Information to any third party other than as set forth herein for a period of five (5) years from the date of termination or expiration of this Staffing Agreement, provided, (i) that trade secret information will be held in confidence until such information no longer qualifies as a trade secret under applicable law, and (ii) it will protect the confidentiality of personal data of workers consistent with applicable laws and regulations, including but not limited to those related to data privacy. Each party may disclose Confidential Information only to those employees, agents, subcontractors (or in the case of Nowsta, the Customer) who need to know such information and are required to protect it against unauthorized disclosure in a manner no less protective than required under this Staffing Agreement. Recipient

may disclose Discloser’s Confidential Information in any legal proceeding or to a governmental entity as required by law provided that Recipient provides prompt written notice thereof to Discloser (to the extent legally permitted) and assistance to enable Discloser to seek a protective order or otherwise prevent or restrict such disclosure.

2.3 Notwithstanding Section 2.2, the following shall not be deemed Confidential Information: (i) information that was publicly available at the time of its disclosure, or which becomes publicly available through no fault of Recipient; (ii) information that was rightfully in Recipient’s possession without restriction prior to disclosure; (iii) information that was rightfully disclosed to Recipient by a third party without restriction; and (iv) information that was independently developed by employees and/or contractors of Recipient who did not have access to and without use of or reference to Discloser’s Confidential Information. All Personal Data of individuals (as defined by applicable law) will be protected by the parties as required by applicable law.

2.4 Each party will, at its own expense, comply with all legal and regulatory requirements in relation to the use or processing of personal information and will protect all personal information in accordance with applicable privacy laws, including, without limitation, the California Consumer Privacy Act of 2018.

3. Insurance.

3.1 Staffing Agency will maintain insurance coverage as follows: (i) Commercial General Liability insurance (which shall include Contractual Liability, Products & Completed Operations, and Personal Injury Liability coverage for its Personnel, agents, subcontractors, guests, and invitees) written on an occurrence form with a policy limit of Two Million Dollars (\$2,000,000); (ii) Workers Compensation with statutory limit requirements and Employer’s Liability in the amount of not less than One Million Dollars (\$1,000,000.00); (iii) Professional Liability insurance with a policy limit of a minimum of Two Million Dollars (\$2,000,000); and (iv) Cyber Liability insurance with a policy limit of a minimum of Three Million Dollars (\$3,000,000) naming Nowsta and its subsidiaries, affiliates, officers, directors, agents, and employees (“**Nowsta Indemnified Parties**”) as additional insureds on all policies required in this Staffing Agreement for claims arising out of the performance of the Staffing Agreement, except for Workers’ Compensation.

3.2 Each insurer providing insurance coverage as required in this Staffing Agreement shall be a licensed

admitted insurer authorized to issue such coverages in New York. The insurer shall have an A.M. Best rating of "A-" or better. The insurance required by this Staffing Agreement shall be primary insurance, and each insurance policy provided by Staffing Agency shall contain language or be endorsed to contain wording indicating that the insurer shall be liable for the full amount of any loss up to the total limit of liability required without the right of contribution of any other insurance coverage held by Nowsta. Staffing Agency's insurance policies listed above shall contain language or be endorsed to contain wording indicating that upon the exhaustion of primary coverage, additional layers of coverage shall apply immediately as respects the coverage afforded to any Nowsta Indemnified Party. This insurance shall apply before any other insurance available to the Nowsta Indemnified Parties, whether such other insurance is primary, excess, contingent, or on any other basis, and will not seek contribution from such insurance for defense or indemnity. Staffing Agency shall provide a certificate of insurance evidencing the above to Nowsta.

4. Billing and Invoice Payment.

4.1 Staffing Agency has agreed to provide its workers via the Nowsta Platform. Nowsta is acting as the purchasing and payment agent for Customer and the structure of payment for staffing orders pursuant to this Staffing Agreement will be as set forth in this Section 4. Rates for Staffing are set forth in **Exhibit A**, which may be modified by Nowsta from time to time in writing and are in U.S. Dollars.

4.2 Staffing Agency will use the Platform to track and approve all worker hours, and Staffing Agency agrees to provide Nowsta with appropriate worker identifying information to accurately identify and track worker hours. Staffing Agency will not submit any independent or additional invoices to Customer.

4.3 Customer shall have the right, for any lawful reason, to prevent Staffing Agency from assigning certain workers to perform Staffing (for example, if there were prior performance issues with such worker).

4.4 In the event that Customer cancels an order for Staffing within twenty-four (24) hours before the start time of the engagement, Staffing Agency may bill the total cost of the Staffing engagement to Nowsta. In the event that Customer cancels an order for Staffing between 48 and 24 hours before the start time of the Staffing engagement, Staffing Agency may bill Nowsta for fifty percent (50%) of the total cost of the Staffing engagement.

4.5 The staffing billing process will be as follows:

(a) Staffing Agency will timely invoice Nowsta weekly for all hours worked during the applicable week in accordance with the time-keeping information provided by the Platform;

(b) Nowsta will then invoice Customer for the Staffing performed during such week;

(c) Customer will be required to submit payment to Nowsta within thirty (30) days of receipt of invoice from Nowsta;

(d) Nowsta will forward payment it receives from Customer to Staffing Agency within three (3) business days after receipt of payment from Customer.

(e) Payment shall be made in U.S. Dollars.

4.6 In receiving and transmitting payment to Staffing Agency, Nowsta need not segregate funds (except as may be required by law) and will not be held liable for interest or any other additional amounts on monies it transmits to Staffing Agency. Nowsta agrees that it will not exercise any right of set-off or lien against any monies it receives on behalf of Staffing Agency. No bond shall be required of Nowsta for its service under this Staffing Agreement and the parties agree that there are no implied duties or obligations owed by Nowsta to Staffing Agency pursuant to this Section and Nowsta shall not be liable for action taken, omitted, or suffered, in reliance of information provided to it by Staffing Agency or by Customer that Nowsta believes in good faith to be true, correct or genuine, except that in exercising its duties and obligations in paying Staffing Agency, Nowsta agrees to act honestly and in good faith, and to exercise its duties in a commercially reasonable and prudent manner.

4.7 Staffing Agency understands and agrees that it will receive payment from Nowsta only after payment has been made to Nowsta by Customer, and further, agrees it will not accept any payment directly from Customer. In the event Staffing Agency has not received payment from Nowsta sixty-one (61) days after submission of any invoice to Nowsta and Staffing Agency notifies Nowsta of such nonpayment, Nowsta will work cooperatively with Staffing Agency to secure payment by the Customer so that Nowsta can remit such amounts. In the event nonpayment continues, Nowsta agrees Agency may, upon prior written approval from Nowsta (which said approval will not be unreasonably withheld) seek to collect the debt against the Customer directly at Agency's own expense,

except that Staffing Agency agrees it will not initiate any direct collection against Customer with respect to any unpaid invoice if Nowsta at any time, in its sole discretion, determines it is diligently and in good faith pursuing a collection action directly against the Customer with respect to any unpaid invoice. Staffing Agency agrees that Nowsta does not stand as guarantor for the Customer in the event Customer fails to pay any invoice when due and owing and Agency's recourse for nonpayment shall be solely as against the Customer.

4.8 Staffing Agency agrees that it will immediately bring to the attention of Nowsta, by written notice, any dispute it may have with Nowsta or with Customer as to recorded hours worked or as to any inaccuracy. Staffing Agency has fourteen (14) days after receipt or knowledge of the disputed recorded hours or inaccuracy to give Nowsta written notice of its dispute and to raise its complaint about any inaccuracy. Upon receipt of any dispute, Nowsta will investigate the circumstances of any alleged inaccuracy with the Customer. If Staffing Agency fails to give Nowsta written notice of its dispute and complaint regarding recorded hours or any inaccuracy within the fourteen (14) day deadline, (i) Nowsta will not pass along any corrected recorded hours to the Customer, (ii) Staffing Agency will be deemed to have waived its dispute with Nowsta or the Customer and (iii) Staffing Agency will be deemed to have assented to the amount as originally set forth by Customer or Nowsta. Further, upon any failure to timely raise a complaint or dispute per this paragraph, Staffing Agency agrees it will not take any subsequent action to collect from Nowsta or the Customer any such disputed amounts. Notwithstanding anything herein to the contrary, Nowsta and Staffing Agency agree to continue to perform their obligations pursuant to this Agreement during any such dispute, and if the dispute remains unresolved, either Party may call for mediation and arbitration per the procedure set forth in this Agreement.

4.9 Staffing Agency shall keep all usual and proper records related to this Staffing Agreement consistent with generally accepted accounting practices ("**Records**"). During the term of this Staffing Agreement and for a period of four (4) years thereafter, Nowsta shall have the right, upon thirty (30) days' written notice, to audit Staffing Agency's Records as is reasonable for the purpose of verifying payments and compliance under this Staffing Agreement, provided that any such audits shall be conducted during Staffing Agency's normal business hours and in such a manner as to not unreasonably interfere with the normal business operations of Staffing Agency. Any such audit shall be paid for by the Nowsta unless

Material Discrepancies are disclosed. "**Material Discrepancies**" mean an overpayment of three percent (3%) or higher between amounts billed to (or reimbursed by) Nowsta and Staffing Agency's Records. If Material Discrepancies are discovered, Staffing Agency agrees to: (i) reimburse Nowsta for the reasonable costs associated with the audit; (ii) promptly correct any deficiencies detected in the audit; and (iii) promptly refund any overpayments discovered by such audit, which shall be refunded by Nowsta to Customer.

5. Relationship of the Parties.

5.1 The parties agree that this Staffing Agreement extends only to the provision of Staffing by Staffing Agency to the Customer. Nowsta and Staffing Agency acknowledge and agree that (i) all workers provided to Staffing are employees of Staffing Agency, and not of Nowsta or the Customer and Staffing Agency will be deemed to be the employer of record, (ii) there shall be no co-employment or joint employment between Staffing Agency, Nowsta or the Customer and (iii) all Staffing Agency workers shall be supervised by Staffing Agency; Nowsta does not assume any duties of supervision. Staffing Agency workers may also be generally directed by the Customer and Staffing Agency will provide at the Customer's request, lead employees or supervisors to provide supervision and direction, as determined by any order form.

6. Staffing Agency Duties.

6.1 Staffing Agency will be licensed and in compliance with all statutory and regulatory requirements in the state and locality of operation. Staffing Agency warrants that the workers used for Staffing are eligible for employment in the United States, are qualified to perform services as required by Customer, and are W-2 employees of Staffing Agency unless specifically agreed upon by Customer, Staffing Agency and Nowsta in writing. Staffing Agency certifies that all workers used for Staffing have been previously screened by Staffing Agency for appropriate suitability in accordance with all applicable laws and any Nowsta and Customer requirements. Screening includes interviews, reference checks, background checks, basic criminal history checks, completion/maintenance of I-9 forms, and e-Verification confirmations. In the event Customer requests drug testing of workers, Staffing Agency shall perform such testing at Customer's expense. Agency assumes full and sole responsibility for all acts or omissions of workers as if performed by Staffing Agency. Staffing Agency shall have enforceable agreements in place with all workers sufficient to ensure compliance

with Staffing Agency's obligations hereunder. In addition, Staffing Agency is responsible for the payment of all compensation and expenses of workers, and for all income tax, unemployment insurance, social insurance, disability insurance and other applicable withholdings. Staffing Agency will indemnify Nowsta and Customer for any taxes, expenses and fines that are imposed on Nowsta or Customer as a result of Staffing Agency's breach of this obligation. In addition, Staffing Agency shall be liable for any damages or claims arising in connection with providing workers that fail to meet the classification requirements specified herein and shall indemnify Nowsta in connection with such claims.

7. Non-Solicitation.

Neither party shall, either directly or indirectly, on its own behalf or on behalf of others, actively encourage or induce the voluntary termination of any employee of the other and shall not solicit any employee of one party to become an employee of the other party or an employee of Customer. This includes any attempt to circumvent the Nowsta Platform by engaging such individuals directly or through third parties During the term of this Staffing Agreement and for a period ending on the earlier of (i) six (6) months thereafter (ii) the date Nowsta receives notice from Customer that Customer is not renewing its agreement with Nowsta, once Staffing Agency and Customer have been introduced by Nowsta with respect to a specific location where Nowsta is being used as the workforce management system or where Nowsta has been hired by Customer to provide staffing services, neither Customer nor Staffing Agency may contract for additional staffing services with the other party outside of the Legends Amendment and this Staffing Agreement.

8. Limitation of Liability.

8.1 Nowsta shall not be responsible or liable to Staffing Agency, Customer or any third-party for: (i) a failure of Customer to safeguard its premises or provide a safe workplace; (ii) claims resulting from Customer requesting or permitting Staffing Agency workers to use any motorized vehicle regardless of ownership, in connection with the performance of Staffing; (iii) assignment of workers to duties different from their original agreed-upon duties; (iv) Customer's or Staffing Agency's use of biometric devices or processes to monitor workers or their time, attendance or job activity; (v) the acts or omissions of Staffing Agency's workers; (vi) any acts or omissions of either Customer or Staffing Agency or their respective personnel; or (vii) for any claims arising pursuant to the Legends Agency Commitment.

8.2 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY

CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS REPUTATION OR GOODWILL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR VIOLATIONS OF SECTION 2 OF THIS AGREEMENT, IN NO EVENT SHALL NOWSTA'S LIABILITY TO STAFFING AGENCY IN CONNECTION WITH THIS STAFFING AGREEMENT EXCEED THE FEES PAYABLE TO STAFFING AGENCY IN CONNECTION WITH THE STAFFING PURSUANT TO WHICH THE CLAIM AROSE.

9. Indemnification.

9.1 Staffing Agency shall indemnify and defend Nowsta and each of its employees, agents, subcontractors, parents, affiliates, representatives, subsidiaries, successors and/or assigns (collectively, the "**Nowsta Related Party or Parties**") for all claims, obligations, lawsuits, governmental or judicial proceedings of any nature or matter whatsoever ("**Claims**"), including all losses, liabilities, costs, damages and expenses (including, but not limited to, reasonable attorneys' and experts' fees), directly or indirectly arising out of or as a direct or indirect result of: (i) a breach of this Staffing Agreement by Staffing Agency or any of its officers, employees (including workers on assignment), agents, and/or representatives (collectively, "**Agency Parties**"); (ii) the failure of Agency Parties to comply with applicable laws, rules, regulations, or orders; (iii) any negligent act or omission or intentional misconduct on the part of any Agency Parties; (iv) breach of any representation, warranty or obligation of Agency contained in Section 3 regarding insurance; or (v) any Claim asserted against Nowsta or Customer by any worker or, in the event of death, by their personal representatives, including for workers' compensation benefits or personal injury claims for job-related bodily injury or death, employment-related claims (including but not limited to wage- and-hour claims; discrimination, harassment, or retaliation claims; or other contract, tort, or equitable claims), or any other claims relating to any workers' performance of Staffing. Such liabilities shall include, but not be limited to, those which are attributable to personal injury, sickness, disease or death; and/or result from injury to or destruction of real or personal property including loss of use thereof, theft, misuse or misappropriation. If Nowsta provides notice of a Claim to which it is entitled to indemnification and is not notified within 10 days thereafter that the Staffing Agency intends to defend the Claim, or at any time thereafter fails to diligently defend or settle the Claim, Nowsta shall be entitled to defend such Claim, and settle or compromise such Claim, subject to the indemnification provided for

herein. Notwithstanding the foregoing, however, , Staffing Agency shall not be required to indemnify and defend Nowsta Related Parties from any Claim to the extent such Claim results from the negligence, non-compliance with applicable law, breach, fraud, or willful misconduct of Nowsta, Customer and their personnel.

10. Term and Termination.

10.1 This Staffing Agreement shall remain in effect during the Staffing Agency's Service Term under the Agreement unless terminated by either party for any reason (or no reason) on thirty (30) days prior written notice to the other party. Nowsta shall remit all undisputed fees for Staffing Services due and owing to Staffing Agency through the effective date of termination.

10.2 This Staffing Agreement is being executed by the parties with the understanding that it may be terminated as specified herein and that orders for Staffing may not be entered into by the parties. Neither party shall be liable to the other, whether for compensation, reimbursement for investments or expenses, lost profits, or goodwill, direct, indirect, incidental, consequential, or special damages, or damages of any other kind or character, because of any termination of this Staffing Agreement as provided hereunder. Provisions that survive termination or expiration of this Staffing Agreement are those relating to limitation of liability, confidentiality, indemnification, payment, ownership of data, and others which by their nature are intended to survive.

11. Disputes. All disputes will be resolved pursuant to the terms of the Agreement between the parties referenced in the Legends Amendment.

12. Miscellaneous.

12.1 If any provision of this Staffing Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Staffing Agreement will otherwise remain in full force and effect and enforceable. This Staffing Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions.

12.2 The parties shall both comply with all applicable local, state, provincial, national and foreign laws, treaties and regulations in connection with its activities under this Staffing Agreement.

12.3 Any notice required under this Staffing Agreement shall be provided to the other party in writing as specified in the Agreement in the case of Staffing Agency, with a copy to Staffing Agency at the following address: 3750 NW

87th Avenue - Suite 700, PMB1019Miami, FL 33178: Attn: CFO

12.4 This Staffing Agreement may not be assigned by Staffing Agency without the written consent of Nowsta, except to the successor of all or substantially all of Staffing Agency's business or assets to which this Staffing Agreement relates. This Staffing Agreement shall inure to benefit and bind the parties hereto, their successors and assigns.

12.5 If any term of this Staffing Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Staffing Agreement.

12.6 This Staffing Agreement shall not be modified or amended, except as expressly set forth herein, or in writing and signed or accepted electronically by the Party against whom the modification, amendment or waiver is to be asserted.

Exhibit A – Rate Card for Legends

- The following rates by position and market location are valid through December 31, 2025.
- Customer and Nowsta will negotiate on an annual basis during the month of December, to establish pricing applicable for the subsequent calendar year at which time this Rate Card will be updated and communicated to Staffing Agency.

Southern California	
Position	Bill Rate for Employees
Bartender	\$27.00
Bartender 2	\$23.00
Busser	\$24.50
Captain	\$27.50
Caterer	\$28.00
Concession Worker	\$25.25
Cook - Lead Cook	\$32.20
Cook – Line Cook	\$28.50
Cook – Prep Cook	\$27.00
Dishwasher	\$22.50
Server	\$27.00
Server 2	\$25.00
Steward	\$26.00

Colorado	
Position	Bill Rate for Tend Employees
Attendant	\$25.50
Attendant 2	\$23.50
Barback	\$25.50
Bartender	\$27.00
Bartender 2	\$23.00
Busser	\$25.00
Cashier	\$25.00
Cashier 2	\$22.50
Cleaner	\$25.40
Cook – Line Cook	\$26.00
Cook – Prep Cook	\$24.50
Meat Carver	\$26.50
Runner	\$26.50
Runner 2	\$23.00
Server	\$25.50
Steward	\$24.50
Warehouse Worker	\$27.50