

Terms of Services

Last Update: January 1, 2020

Starwise (a DBA of Limitless Harmony, LLC, a Delaware Corporation) together with its subsidiaries, affiliates, predecessors, successors, and assigns (“Starwise”, “we”, or “us”) is providing **hiring, onboarding, training, and teamwork** services (“Services”) to you, our client (“Client”).

Whereas, Client (together with Starwise, the “Parties”, or individually “Party”) desires to engage Starwise to provide these Services under the terms of services (“TOS”) forth below:

1. Services and Payment

Starwise agrees to complete the Services and provide any deliverables attached to any Order Form. Client will pay Starwise a fee (“Fees”) in connection with the Services as further described in any Order Form.

Upon receipt of an invoice for the Fees from Starwise, Client shall pay the undisputed amounts within thirty (30) days of receipt. Failure to do so may result in late interest payments as permitted under law.

2. Expenses

Starwise shall not be authorized to incur on behalf of Client any expenses without the prior written consent of Client.

3. Ownership; Intellectual Property

Starwise shall retain ownership of all rights, titles, and interests (including patent, copyright, trade secret, inventions, mask work, trademark, database, and all other rights of any sort) used to generate any and all analyses, reports, research, works of authorship, mask works, designations, designs, and information conceived or reduced to practice by Starwise in connection with the Services (collectively, “reports”).

Client shall receive ownership of all rights, titles, interests in, and use of any and all reports provided by Starwise. Client shall retain ownership of all rights, titles, and interests (including patent, copyright, trade secret, inventions, mask work, trademark, database, and all other rights of any sort) in pre-existing materials provided to Starwise in connection with this TOS.

4. Confidentiality; Proprietary Information

“Proprietary Information” includes, but is not limited to, all business, technical, and other proprietary information belonging to the Client, and any Client information not generally known by actual or potential competitors of the Client or by the public generally. Some examples of Proprietary Information are:

- information that would not be known to competitors of the Client or the public generally if Starwise has not breached the obligations of confidentiality under this TOS;
- information concerning research, inventions, discoveries, developments, techniques, processes, formulae, technology, designs, drawings, engineering, specifications, algorithms, finances, sales or profit figures, financial plans, customer lists, customers, prospective customers, potential investors, business plans, contracts, markets, investing plans, product plans, marketing, distribution or sales methods or systems, products, services, production plans, system implementation plans, business concepts, supplier or vendor information, business procedures or business operations related thereto;
- all computer software (in source, object or other code forms and including all programs, modules, routines, interfaces and controls), data, databases, Internet designs and strategies, files and any documentation protocols and/or specifications related to the foregoing;
- all know-how and/or trade secrets;
- all unpublished copyrightable material;
- all uses, models, variations, applications, reductions to practice, discussions and other communication or information in, regarding or relating to, or usable in or with any of the goods or services made, used or sold by the Client; and
- all reproductions and copies of items listed in this section.

Starwise shall maintain the confidentiality of the Proprietary Information and will not disclose it to any third party without the prior written consent of Client unless such third party is a services provider of the Starwise subject to a written agreement requiring it to

maintain the confidentiality of the Proprietary Information with the same limits and restrictions as the Starwise. Starwise will use the Proprietary Information only for performing the Services. The obligations in this paragraph shall not apply to any information that (i) is made generally available to the public without breach of this TOS, (ii) is disclosed to Starwise by a third party without restriction, or (iii) was in Starwise's lawful possession before the disclosure and was not obtained by Starwise either directly or indirectly from Client. Starwise may disclose Proprietary Information as required by law or court order, but must give Client prompt written notice and use its best efforts to limit disclosure.

5. Termination

Either party may terminate this TOS at any time, with or without cause, with notice of fourteen days. Starwise shall be paid for any portion of the Services that have been performed before termination.

Upon termination, Starwise shall return to Client all of Client's data, information, logins, and all other materials owned by Client.

Sections 3-4 and 6-8 of this TOS shall survive any termination or expiration.

6. Limitation on Liability

With respect to any claims arising from or related to this TOS, neither party shall be liable under any legal or equitable claim or theory for (i) special, indirect, incidental, punitive, exemplary, or consequential damages of any kind whatsoever, including lost revenues or profits, or loss of goodwill, or (ii) any damages in excess of the total fees to be paid by Client to Starwise under this TOS. This limitation of liability is valid and effective regardless of whether claims are based in contract, tort, or otherwise, and regardless of whether the party was advised or had reason to know of the possibility of such damages or liability. This section does not apply to indemnification obligations.

7. Warranties

Company represents and warrants that:

1. It is duly incorporated under the laws of its jurisdiction;
2. It has the authority and power to enter into and perform its obligation under this TOS; and

3. It has taken all necessary actions to authorize entry and performance in to this TOS.

Client represents and warrants that:

1. It is duly incorporated under the laws of its jurisdiction;
2. It has the authority and power to enter into and perform its obligation under this TOS; and
3. It has taken all necessary actions to authorize entry and performance in to this TOS.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED "AS-IS" AND COMPANY DISCLAIMS ALL OWNER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING OR RELATED TO THE SERVICES OF THIS TOS, STATEMENTS OF WORK, OR ATTACHMENTS.

8. Miscellaneous

The failure of either party to enforce its rights under this TOS at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this TOS will be effective unless in writing and signed by both parties. In the event that any provision of this TOS shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this TOS shall otherwise remain in full force and effect and enforceable. This TOS shall be governed by and construed in accordance with the laws of the state of New York without regard to the conflicts of laws provisions. Any legal action or proceeding relating to this TOS shall be brought exclusively in the state or federal courts located in the County of New York City, and each party consents to jurisdiction. In any action or proceeding to enforce rights under this TOS, the prevailing party will be entitled to recover costs and attorneys' fees. This TOS constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter described herein.