

**First Amendment to the
Kronos Workforce Ready-Software as a Service- Agreement**

This First Amendment is made by and between Kronos SaaS Inc. (“Kronos”) and Making Waves Academy, Inc. (the “Customer”) and is effective as of the date of execution of both parties.

WHEREAS, Kronos and Customer are parties to that certain Kronos Workforce Ready-Software as a Service Agreement dated May 9, 2016, (the “Agreement”) and agree to make the following adjustments:

1. The Parties agree to add the following sentence to section 3.1:

Kronos will invoice Customer for Monthly Service Fees as they become due in accordance with the billing terms outlined on the Order Form.

2. The Parties agree to strike the first sentence of section 4.5 and replace it with the following:

“Kronos reserves the right to change the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies although such modifications shall not materially reduce the level of performance of the Services during the Term. Customer’s continued use of the Services more than thirty (30) days after Kronos posts or otherwise notifies Customer of any changes indicates Customer’s agreement to those changes.”

3. The Parties agree to strike the first sentence of section 12.1 and replace it with the following:

As part of the Services, Kronos shall provide industry-standard administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer data;

4. The Parties agree to strike the first sentence of section 17.1 and replace it with the following:

This Agreement shall be governed by and construed in accordance with the laws of the State of California, province and country in which Customer is incorporated without regard to any conflict of law provisions.

5. The Parties agree to add the following sentence at the end of section 17.4 :

Kronos is still obligated to provide the disaster recovery portion of the Service if Kronos’ performance of those disaster recovery services is not also prevented by the Force Majeure.

Except as modified in this First Amendment, all other terms and conditions of the Agreement remain in full force and effect.

Making Waves Academy, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Kronos SaaShr Inc.

By: _____

Name: _____

Title: _____

Date: _____