LEAVE OF ABSENCE AGREEMENT

This Leave of Absence Agreement (this "Agreement") is entered into and made effective as of February 1, 2026 (the "Effective Date"), by and between **Northbay Software, Inc.**, with an address of 101 Market Street, San Francisco, CA 94105 (the "Employer"), and **Alex Rivera**, an individual residing at 2200 Fillmore Street, Apt 4B, San Francisco, CA 94115 (the "Employee"). Employer and Employee are each a "Party" and together the "Parties."

Recitals

WHEREAS, Employee has been employed by Employer since January 15, 2023 as a **Senior Software Engineer** in the Platform Engineering department;

WHEREAS, Employee has requested, and Employer has approved, a leave of absence on the terms set forth below; and

WHEREAS, the Parties wish to document the terms of the leave and the obligations of each Party before, during, and after the leave period;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

1. Leave Type and Reason

Leave type: Leave of Absence.

Reason for leave: Employee requires extended leave for treatment and recovery from a serious health condition requiring ongoing medical supervision.

Employer acknowledges that the reason for leave is documented in functional terms and that any specific medical or diagnostic information provided by Employee shall be stored separately from Employee's personnel file, as required by applicable law (29 C.F.R. §825.500(g); 29 C.F.R. §1630.14(c)). Consistent with the Genetic Information Nondiscrimination Act ("GINA"), 42 U.S.C. §2000ff et seq., and 29 C.F.R. §1635.8(b)(1)(i), Employer does not request and Employee shall not provide any genetic information (including family medical history) in connection with any certification required by this Agreement, except as specifically authorized by law.

2. Leave Dates

Start date: March 1, 2026
Anticipated return date: May 24, 2026

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Total duration: 12 weeks.

5. Pay and Benefits During Leave

Pay status during leave: Leave is unpaid, but Employee's accrued PTO, vacation, or sick time shall run concurrently with the leave period.

Concurrent substitution of paid leave: Employee's accrued paid leave (PTO, vacation, or sick time) shall run concurrently with this leave.

Health benefits during leave: Employer will maintain Employee's group health, dental, and vision coverage during leave at the same cost-sharing terms as during active employment. Employee shall remain responsible for Employee's normal premium share of **$320.00** per month, payable on the usual payroll cycle or by direct payment as Employer instructs.

PTO and seniority accrual: PTO, vacation, and seniority accrual shall be suspended during unpaid portions of the leave. Benefits already accrued as of the leave start date shall not be forfeited.

6. Job Protection and Restoration

Restoration: Upon timely return, Employer shall restore Employee to the same position held before leave, or to an equivalent position with equivalent pay, benefits, and terms (29 U.S.C. §2614(a); 29 C.F.R. §825.215).

7. Employee Responsibilities During Leave

Status reporting: Employee shall provide status updates to Employer on a monthly basis. Status updates need not include specific medical or diagnostic information and may be limited to confirmation of Employee's anticipated return date and general continuing fitness for leave.

Notification of changes: Employee shall promptly notify Employer of any change in anticipated return date.

Company property: Employee may retain Employer-issued equipment, credentials, and property during leave, subject to the continuing obligation to safeguard such property and to return it immediately upon Employer's demand or if leave converts to separation.

7.3 Confidentiality

Employee's confidentiality, non-disclosure, and non-solicitation obligations under any written agreement between the Parties or Employer's code of conduct remain in full force and effect during leave.

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8. Leave Extension Procedure

If Employee requires additional time beyond the anticipated return date, Employee shall submit a written extension request to Employer at least **5 business days** before the scheduled return date. The request shall state the reason for the extension, the anticipated new return date, and (for medical leave) shall be accompanied by updated healthcare-provider certification. Extensions are at Employer's reasonable discretion and are subject to business necessity.

9. Return to Work

Advance notice: Employee shall provide Employer with at least **2 business days**' advance notice of return (or, for foreseeable return from planned medical treatment, at least 30 days' notice if practicable, per 29 C.F.R. §825.311).

Reinstatement: Upon Employee's timely return and satisfaction of any fitness-for-duty requirement, Employee's pre-leave schedule, work location, and reporting structure shall be restored in accordance with Section 6 above.

10. Termination / Conversion to Separation

The leave shall automatically convert to a voluntary resignation and termination of employment upon the occurrence of any of the following, subject to any applicable statutory protection:

1. Employee's failure to return to work on the agreed return date (as extended under Section 8) without an approved extension;
2. Employee's failure to provide required medical or fitness-for-duty certification within the timeframes specified above;
3. Employee's acceptance of other employment during leave in material violation of this Agreement;
4. Employee's provision of false or materially misleading information to obtain or extend leave; or
5. Elimination of Employee's position in a bona fide reduction in force that would have affected Employee regardless of leave, documented in writing.

FMLA protection. Nothing in this Section 10 permits Employer to count FMLA-protected absences against Employee in any termination decision. Any separation during or following FMLA leave is subject to heightened scrutiny under 29 U.S.C. §2615 and the interference and retaliation doctrines.

12. State-Specific Provisions

Illinois Paid Leave for All Workers Act (820 ILCS 192/1). Employee accrues up to 40 hours of paid leave per year for any reason, effective January 1, 2024. This entitlement runs concurrently with, and does not extend, the leave documented herein.

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13. Anti-Retaliation

Employer shall not discharge, discipline, demote, or otherwise retaliate against Employee for exercising any right under this Agreement, the FMLA, the ADA, the PWFA, USERRA, or any applicable state or local leave law. Employee's exercise of leave rights shall not be used as a factor in any employment decision. Nothing in this Agreement prohibits Employee from filing a charge with, or participating in any proceeding before, the EEOC, the U.S. Department of Labor, a state fair-employment agency, or any other government authority.

14. Whistleblower and Protected Activity

Nothing in this Agreement prohibits Employee from reporting suspected violations of law to any government agency, or from participating in government investigations or proceedings. Nothing herein waives any right that cannot be waived by private agreement, including rights under the Defend Trade Secrets Act, 18 U.S.C. §1833(b) (immunity for certain confidential disclosures of trade secrets).

16. Misrepresentation

Employee represents that all information provided in support of this leave request is true and complete. Material misrepresentation in obtaining leave or in any required certification may result in denial of leave, termination of employment, and other remedies available at law (see *Vail v. Raybestos Products Co.*, 533 F.3d 904 (7th Cir. 2008)).

17. General Provisions

Governing Law. This Agreement is governed by the laws of the State of IL, without regard to conflict-of-laws principles, and by applicable federal law.

Venue. Any action arising out of this Agreement shall be brought in a court of competent jurisdiction located in San Francisco, IL, except to the extent a federal statute provides exclusive federal jurisdiction.

Entire Agreement. This Agreement, together with any written medical certifications, DOL notices, and Employer policies referenced herein, constitutes the entire agreement of the Parties concerning this leave and supersedes any prior or contemporaneous oral or written understandings on its subject matter.

Amendment. This Agreement may be amended only by a writing signed by both Parties.

Severability. If any provision is held invalid or unenforceable, the remainder shall remain in full force, and the invalid provision shall be modified to the minimum extent necessary to be enforceable.

Counterparts; Electronic Signatures. This Agreement may be executed in counterparts. Electronic signatures are valid under the federal ESIGN Act (15 U.S.C. §7001) and applicable state law.

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Notices. Notices shall be in writing and delivered to the addresses in the preamble by hand, overnight courier, certified mail, or email with acknowledgment.

No Waiver of Statutory Rights. Nothing in this Agreement waives, diminishes, or modifies any right Employee has under the FMLA, the ADA, the PWFA, USERRA, Title VII, the PUMP Act, or any applicable state or local leave, disability, civil-rights, or wage-and-hour law. To the extent any provision herein conflicts with a non-waivable statutory right, the statutory right controls.

Signatures

The Parties have executed this Leave of Absence Agreement as of the Effective Date.

Employer

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

By: Maria Chen, VP of People

Employee

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

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