## Terms and Conditions

### 1. SERVICES AND SUPPORT

1.1 Subject to the terms and conditions of this Agreement, Service Provider will provide Customer with access to the Services through the internet. The Services are subject to modification from time to time at Service Provider's sole discretion, for any purpose deemed appropriate by Service Provider. Service Provider will use reasonable efforts (a) to give Customer prior written notice of any such modification and (b) to not implement any modifications that materially adversely affect Customer's ability to use the material features or functionality of the Services.

1.2 Service Provider will undertake to make the Services available twenty-four (24) hours a day, seven (7) days a week. Notwithstanding the foregoing, Service Provider reserves the right to suspend Customer's access to the Services: (i) for scheduled or emergency maintenance, or (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to Service Provider.

1.3 Subject to the terms hereof, Service Provider will use commercially reasonable efforts to provide technical support as necessary to respond to support and error issues for the Services from Monday through Friday during Service Provider's normal business hours at the location where the support is provided.

1.4 The Services shall be performed in a professional and competent manner consistent with industry standards.

### 2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not permit any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or obtain the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services ("**Software**") (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (ii) modify, translate, or create derivative works based on the Services or Software; (iii) use the Services or Software for time sharing or service bureau purposes or for any purpose other than its own internal use for its own internal benefit; (iv) use the Software or Services in any infringing, defamatory, harmful, fraudulent, illegal, deceptive, threatening, harassing, or obscene way; or (v) use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws, regulations and rights (including but not limited to those related to privacy (including, without limitation, in Europe), intellectual property, consumer and child protection, SPAM, text messaging, obscenity or defamation).

2.2 Customer will cooperate with Service Provider in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as Service Provider may reasonably request. Customer will also cooperate with Service Provider in establishing a password or other procedures for verifying that only designated employees of Customer have access to any administrative functions of the Services.

2.3 Customer will designate an employee who will be responsible for all matters relating to this Agreement ("**Primary Contact**"). Customer may change the individual designated as Primary Contact at any time by providing written notice to Service Provider.

2.4 Service Provider hereby agrees to indemnify and hold harmless Customer against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an allegation that the Services, or the use thereof, infringes or violates the rights, including but not limited to the intellectual property rights, of a third party. Customer hereby agrees to indemnify and hold harmless Service Provider against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from or is related to the Customer's Content (as defined below). Although Service Provider has no obligation to monitor the Content provided by Customer or Customer's use of the Services, Service Provider may do so and may remove any such Content or prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing. Each party shall provide prompt written notice to the other party of any indemnifiable claim and the indemnifying party shall have sole control over the defense and/or settlement of such claim, provided that neither party shall enter into any settlement that imposes liability or fault on the other party without the written consent of such other party.

2.5 Customer will be responsible for maintaining the security of Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account with or without Customer's knowledge or consent.

2.6 Unlimited outreaches per Talent Essential Seat are limited to one (1) designated internal email address of Customer and may not be used by other internal recruiters or third parties. Unlimited outreaches per Talent Advanced Seat are limited to one (1) designated internal email address who is permitted to send emails on behalf of three (3) additional internal email addresses of Customer and may not be used by other internal recruiters or third parties. Unlimited outreaches per Talent Professional Seat are limited to one (1) designated internal email address who is permitted to send emails on behalf of five (5) additional internal email addresses of Customer and may not be used by other internal recruiters or third parties.

2.7 Each per seat license unit as set forth in the applicable Order Form is for a single authorized user, and per seat license units may not be shared among, or used by, multiple users at any time. The per seat license unit for an authorized user who has previously

been licensed to access the Services and whose employment at Customer has been terminated may be transferred to another authorized user for accessing the Services at no additional licensing charge. No other transfers of a license unit to a new or replacement authorized user is permitted. Any authorized user whose access to the Services has been terminated and replaced with a different authorized user may not be granted a new or renewal access license; I.e.; Customers may not rotate individual license units among different authorized users.

2.8 Search Based Licensing Credits. Some Findem products are licensed on a per search basis or include limitations on the maximum number of searches allowed under a specific search plan. The maximum number of searches allowed depends on the number of pre-paid credits ("Search Credits") purchased by the Customer. Customers will not receive a refund for unused Search Credits and Search Credits must be used within the first twelve (12) month period following the original purchase date. Search Credits may not be transferred or renewed. Any unused credits will expire upon the first twelve month anniversary date from the date of purchase. Search credits will be invoiced as any other Findem product or service.

## 3. CONFIDENTIALITY

3.1 Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose information that, under all the circumstances, would reasonably be considered confidential or proprietary, including information relating to the Disclosing Party's technology or business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party).

3.2 The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (i) to give access to such Proprietary Information solely to those employees, consultants and advisors with a need to have access thereto for purposes of this Agreement who are subject to confidentiality obligations no less stringent than those contained herein, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can establish (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party, to the extent legally permissible, gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. In any event, Service Provider may aggregate and anonymize data and use such aggregated and anonymized data to evaluate and improve the Services and otherwise for its business purposes.

Customer acknowledges that Service Provider does not wish to receive any Proprietary Information from Customer that is not necessary for Service Provider to perform its obligations under this Agreement.

## 4. INTELLECTUAL PROPERTY RIGHTS; DATA PRIVACY

4.1 Except as expressly set forth herein, Service Provider alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Service or the Software or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Service and/or the Software, which are hereby assigned to Service Provider. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. Customer is hereby granted a non-exclusive, non transferable, revocable right to use the resulting data for its internal analysis purposes only. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or Software, or any intellectual property rights.

4.2 Service Provider will obtain and process certain content/data provided by or on behalf of Customer ("**Content**") only to perform its obligations under this Agreement. Customer and its licensors shall (and Customer hereby represents and warrants that they do) have and retain all right, title and interest (including, without limitation, sole ownership of) all Content distributed through the Services and the intellectual property rights with respect to that Content. If Service Provider receives any notice or claim that any Content, or activities hereunder with respect to any Content, may infringe or violate rights of a third party (a "**Claim**"), Service Provider may (but is not required to) suspend activity hereunder with respect to that Content and Customer will indemnify Service Provider from all liability, damages, settlements, reasonable attorney fees and other reasonable costs and expenses in connection with any such Claim, as incurred.

4.3 To the extent Content processed by Service Provider contains personal data or personal information (as defined under applicable privacy law), Service Provider will process such data as set forth in the Data Processing Addendum (available at https://www.findem.ai/data-processing-agreement). Customer represents and warrants that it has obtained all consents, permissions, and authorizations from, and provided all notices and disclosures to, individuals (including internal and external job candidates) as required under applicable law in order for Service Provider to process such Content in connection with the Services.

## 5. PAYMENT OF FEES

5.1 Customer will pay Service Provider the applicable fees as set forth on the Order Form (the "**Fees**"). If Customer use of the Services exceeds the Service Capacity set forth on the Order Form, Customer will be invoiced at the end of each calendar month for

the excess usage over the Service Capacity, at the rate set forth on the Order Form, and Customer agrees to pay the additional fees without any right of set-off or deduction. To the extent applicable, Customer will pay Service Provider for additional services, such as integration fees or other consulting fees. All payments will be made in accordance with the Payment Schedule. If not otherwise specified, payments will be due within thirty (30) days of undisputed invoice and are nonrefundable.

5.2 Unpaid Fees are subject to a finance charge of one percent (1.5%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees.

5.3 Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any. Customer agrees to pay such taxes (excluding US taxes based on Service Provider's net income) unless Customer has provided Service Provider with a valid exemption certificate. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid to Customer on account thereof.

## 6. TERMINATION

6.1 Subject to earlier termination as provided below, this Service Agreement is for the Service Term as specified in the Order Form.

6.2 In the event of any material breach of this Agreement (including any failure to pay), the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days (or fifteen (15) days in the case of nonpayment) prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business.

6.3 All sections of this Service Agreement which by their nature should survive termination will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability.

## 7. TERM AGREEMENT

7.1 Term Agreement: Unless otherwise set forth in the applicable Order Form or upon expiration of the Initial Service Term, the relevant Order Form will renew automatically on an annual basis for subsequent renewal terms of twelve (12) months (each a "Renewal Service Term), unless either Party notifies the other Party in writing at least thirty (30) days prior to the end of the then-current Service Term that it chooses not to renew. The Initial Service Term and all Renewal Service Terms (if any) are referred to in this Agreement collectively as the "Service Term."

7.2 Modification of Fees Upon Renewal: Service Provider reserves the right to adjust the fees for its Service at the beginning of each Renewal Service Term to reflect changes in inflation. Such adjustments shall be based on the percentage change in the U.S. Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, measured over the twelve (12) months preceding the start of the applicable Renewal Term. Service Provider will notify Customer of such change in writing at least forty-five (45) days before the end of the then-current Service Term. Unless Customer notifies Service Provider in writing as per Section 7.1 above at least thirty (30) days prior to the end of the then-current Service Term that Customer chooses not to renew such Order Form(s) the modified Fees shall take effect under the relevant Order Form(s) upon commencement of the next Renewal Service Term.

## 8. CLIENT SOFTWARE SECURITY

Service Provider represents and warrants that it will not knowingly include, in any Service Provider software released to the public and provided to Customer hereunder, any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, trojans, or time bombs, that intentionally disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or user data. If, at any time, Service Provider fails to comply with the warranty in this Section, Customer may promptly notify Service Provider in writing of any such noncompliance. Service Provider will, within ten (10 days of receipt of such written notification, either correct the noncompliance or provide Customer with a plan for correcting the noncompliance. If the noncompliance is not corrected or if a reasonably acceptable to Customer plan for correcting them is not established during such period, Customer may terminate this Agreement and receive a prorated refund of all prepaid, unused fees as its sole and exclusive remedy for such noncompliance.

## 9. WARRANTY DISCLAIMER

EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED HEREIN, THE SERVICES AND SERVICE PROVIDER PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. SERVICE PROVIDER (AND ITS AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND, FITNESS FOR A PARTICULAR PURPOSE.

## 10. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY (OR ANY OF ITS AGENTS, AFFILIATES, LICENSORS OR SUPPLIERS) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE TOTAL LIABILITY OF EITHER PARTY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID TO SERVICE PROVIDER HEREUNDER IN THE TWELVE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTWITHSTANDING ANY OF THE FOREGOING, NO LIMITATION CONTAINED IN THIS SECTION 10 SHALL APPLY TO THE VIOLATION BY A PARTY OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT OR TO A PARTY'S GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT.

## 11. U.S. GOVERNMENT MATTERS

Notwithstanding anything else, each party shall comply with all applicable restrictions, laws or regulations of the United Sates and other jurisdictions, including the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, any software and documentation provided by Service Provider are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Service Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

## 12. MISCELLANEOUS

Logos: Client grants Findem use of logo and name for website and white papers.

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by either party except with the other party's prior written consent; provided. However, that either party may transfer and assign any of its rights and obligations under this Agreement without the consent of the other party in connection with a merger, acquisition, reorganization or sale of all or substantially all of its business or assets. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Service Provider in any respect whatsoever. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid. Each party shall be excused from performance under this Agreement or any Order Form for any period to the extent such party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control and without its negligent or willful misconduct, including without limitation, acts of God, natural disasters, war or other hostilities, labor disputes, civil disturbances, or governmental acts, orders or regulations. This Agreement will be governed by the laws of the State of California, U.S.A. without regard to its conflict of laws provisions. The federal and state courts sitting in Santa Clara, California, U.S.A. will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement, provided that either party may seek injunctive relief in any court of competent jurisdiction. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Customer agrees to participate in press announcements, case studies, trade shows, or other forms reasonably requested by Service Provider. Service Provider is permitted to disclose that Customer is one of its customers to any third-party at its sole discretion.