Findem

Master Service Agreement

702 Marshall Street #520 · Redwood City, CA 94063 · findem.ai

1. SERVICES; ACCESS AND SUPPORT

Subject to the terms and conditions of this Agreement, Findem 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 Findem. Findem 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. Customer's use of AI-enabled features, if any, is subject to the AI Terms attached as Exhibit A or otherwise incorporated into the applicable Order Form.

Findem will use commercially reasonable efforts to make the Services available twenty-four (24) hours a day, seven (7) days a week, excluding scheduled maintenance, emergency maintenance, and unavailability caused by Customer, third-party products, or circumstances outside Findem's reasonable control. Findem may suspend Customer's access to the Services if Customer is in breach of this Agreement, fails to pay undisputed amounts when due, uses the Services in a manner that creates a security, legal, or operational risk, or uses the Services in a manner that may harm the Services, Findem, or any other customer. Findem will provide prior notice and an opportunity to cure where practicable but may suspend access immediately where necessary to address an urgent risk.

Subject to the terms of this Agreement, Findem will provide technical support for the Services during Findem's normal business hours in accordance with its then-current support practices or as otherwise set forth in the applicable Order Form. Findem will provide the Services in a professional and competent manner consistent with industry standards and the Documentation.

2. USE RESTRICTIONS; CUSTOMER RESPONSIBILITIES

Customer will not, and will not permit any third party to:

- 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 data related to the Services ("Software"), except to the extent such restriction is prohibited by applicable law;
- modify, translate, or create derivative works based on the Services;
- use the Services for time-sharing, service bureau, outsourcing, or similar purposes, or for the benefit of any third party;
- use the Services in any infringing, defamatory, harmful, fraudulent, illegal, deceptive, threatening, harassing, obscene, or discriminatory manner;
- use the Services to develop or improve a competing product or service, perform unauthorized benchmarking, scrape or extract data except as permitted by the Services, bypass usage limits, or conduct security testing without Findem's prior written approval; or
- use the Services other than in accordance with this Agreement, the Documentation, and all applicable laws, including laws relating to privacy, employment, anti-discrimination, intellectual property, consumer protection, spam, text messaging, and candidate communications.

Customer will reasonably cooperate with Findem in connection with the performance of this Agreement, including by making available personnel and information reasonably required for Findem to provide the Services and by maintaining appropriate account administration and access controls.

Customer will designate a primary contact responsible for administrative matters relating to this Agreement and may change such contact by written notice to Findem.

Findem will defend Customer against any third-party claim alleging that the Services, as provided by Findem and used in accordance with this Agreement, infringe or misappropriate such third party's intellectual property rights, and will indemnify Customer from damages, costs, and reasonable attorneys' fees finally awarded against Customer or agreed in settlement by Findem. Findem will have no obligation for claims arising from: (i) Customer Data or Customer-provided materials; (ii) modifications not made by Findem; (iii) use of the Services in combination with products, services, or data not provided by Findem; (iv) use of the Services outside the scope of this Agreement or Documentation; or (v) Customer's failure to use an update or replacement provided by Findem. Customer will defend and indemnify Findem against third-party claims arising from Customer Data, Customer's use of the Services in violation of law or this Agreement, or Customer's employment, recruiting, candidate communication, or similar decisions. The indemnified party will provide prompt notice of the claim, reasonable cooperation, and control of the defense and settlement to the indemnifying party, provided that no settlement may impose liability or fault on the indemnified party without its prior written consent.

Customer is responsible for maintaining the confidentiality and security of Customer's accounts, credentials, passwords, files, and administrative access, and for all activities under Customer's account except to the extent caused by Findem's breach of this Agreement.

Each per-seat license unit may be assigned to one authorized user at a time and may not be shared among multiple users. Customer may reassign a license unit to another authorized user in connection with employee turnover, leave, or changes in job responsibilities, provided that Customer does not routinely rotate license units among users to avoid purchasing the number of licenses required for its actual use of the Services.

3. CONFIDENTIALITY

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).

The Receiving Party agrees: (i) not to disclose the Disclosing Party's Proprietary Information to any third party except as permitted by this Agreement; (ii) to give access to such Proprietary Information solely to employees, consultants, contractors, advisors, and representatives who need access for purposes of this Agreement and are subject to confidentiality obligations no less protective than those contained herein; and (iii) to protect such Proprietary Information using the same degree of care it uses to protect its own confidential information of similar importance, but in no event less than reasonable care. The foregoing obligations will not apply to information that the Receiving Party can establish: (a) is or becomes generally available to the public without breach of this Agreement; (b) was known to the Receiving Party without restriction before receipt from the Disclosing Party; (c) was rightfully disclosed to the Receiving Party without restriction by a third party; or (d) was independently developed without use of the Disclosing Party's Proprietary Information. Nothing in this Agreement prevents disclosure required by law, subpoena, or court order, provided that the Receiving Party gives reasonable prior notice to the Disclosing Party to the extent legally permitted. Findem may use Usage Data and aggregated or de-identified data to operate, analyze, improve, and support the Services and for other lawful business purposes, provided such data does not identify Customer or any individual. Customer acknowledges that Findem does not wish to

receive any Proprietary Information from Customer that is not necessary for Findem to perform its obligations under this Agreement.

4. INTELLECTUAL PROPERTY; CUSTOMER DATA; PRIVACY

Subject to this Agreement and the applicable Order Form, Findem grants Customer a limited, non-exclusive, non-transferable right to access and use the Services during the applicable subscription term for Customer's internal business purposes. Findem and its licensors retain all right, title, and interest in and to the Services, Software, Documentation, Findem Technology, Usage Data, and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer or any third party relating to the Services, which are hereby assigned to Findem. Customer receives no ownership interest in the Services, Software, or Findem Technology.

Findem will process Customer Data only to provide, secure, support, and improve the Services and as otherwise permitted under this Agreement, the applicable Order Form, and the DPA. Customer and its licensors retain all right, title, and interest in and to Customer Data. If Findem receives notice or a claim that Customer Data may infringe or violate third-party rights, Findem may suspend activity with respect to such Customer Data, and Customer will indemnify Findem from damages, settlements, reasonable attorneys' fees, and other reasonable costs and expenses arising from such claim.

To the extent Customer Data processed by Findem contains personal data or personal information as defined under applicable privacy law, Findem will process such data as set forth in the Data Processing Addendum available at https://www.findem.ai/data-processing-agreement, or any successor location identified by Findem. 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 Findem to process such Customer Data in connection with the Services. Customer will not submit to the Services any sensitive or high-risk data, including special categories of personal data, protected health information, government identifiers, financial account information, children's data, or similar regulated data, unless expressly permitted in the applicable Order Form or DPA.

5. FEES AND PAYMENT

Customer will pay Findem the applicable fees set forth in the Order Form. If Customer's use of the Services exceeds the Service Capacity set forth in the Order Form, Customer will be invoiced for the excess usage at the rate set forth in the Order Form, and Customer agrees to pay such additional fees without any right of set-off or deduction. To the extent applicable, Customer will pay Findem for additional services, such as integration fees or 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.

Undisputed unpaid fees are subject to a finance charge of one and one-half percent (1.5%) per month, or the maximum permitted by law, whichever is lower, plus reasonable expenses of collection, including reasonable attorneys' fees. Customer may not withhold payment based on purchase order terms, vendor portal terms, or similar administrative terms that conflict with this Agreement.

Fees under this Agreement are exclusive of all taxes, including national, state, provincial, and local use, sales, value-added, property and similar taxes, if any. Customer agrees to pay such taxes, excluding taxes based on Findem's net income, unless Customer provides Findem with a valid exemption certificate. If Customer is required to withhold taxes, Customer will gross up payments so that Findem receives the full amount invoiced, unless prohibited by applicable law.

6. TERM AND TERMINATION

The term of each Order Form will be as set forth in the applicable Order Form.

Either party may terminate this Agreement or an affected Order Form for the other party's material breach if such breach is not cured within thirty (30) days after written notice, or fifteen (15) days after written notice in the case of nonpayment. Either party may terminate this Agreement or any Order Form immediately upon the other party's insolvency, assignment for the benefit of creditors, bankruptcy, dissolution, or ceasing to do business.

Sections that by their nature should survive termination will survive, including accrued payment obligations, confidentiality, intellectual property, data protection, warranty disclaimers, indemnification, limitations of liability, and miscellaneous provisions.

7. RENEWALS

7.1 Automatic Renewal

Unless otherwise set forth in the applicable Order Form, 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

Findem may establish the fees applicable to any Renewal Service Term by providing Customer written notice of such renewal fees at least sixty (60) days before the end of the then-current Service Term. Unless Customer provides notice of non-renewal in accordance with Section 7.1, the renewal fees specified in such notice will apply during the applicable Renewal Service Term.

8. SECURITY

Findem will maintain an information security program designed to protect the security, confidentiality, and integrity of Customer Data. Additional information regarding Findem's security practices is available in Findem's Trust Center at https://trust.findem.ai/ and may be updated from time to time. Findem will not knowingly introduce into the Services any malicious code designed to disrupt, disable, harm, or otherwise impede the operation of Customer's systems or data. If Customer notifies Findem of a material noncompliance with this section, Findem will use commercially reasonable efforts to correct the noncompliance or provide a plan for correction. If Findem does not correct the noncompliance or provide a reasonably acceptable plan within ten (10) days after notice, Customer may terminate the affected Services and receive a prorated refund of prepaid, unused fees for the terminated Services as Customer's sole and exclusive remedy for such noncompliance.

9. WARRANTIES; DISCLAIMERS

EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES, FINDEM TECHNOLOGY, DOCUMENTATION, AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." FINDEM AND ITS AFFILIATES, LICENSORS, AND SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FINDEM DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, THAT ANY DATA OR RESULTS WILL BE ACCURATE OR COMPLETE, OR THAT CUSTOMER WILL ACHIEVE ANY PARTICULAR BUSINESS, HIRING, RECRUITING, OR OTHER OUTCOME.

10. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR SIMILAR DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOSS OF GOODWILL, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS, FINDEM'S INDEMNIFICATION OBLIGATIONS, A PARTY'S INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID OR PAYABLE TO FINDEM UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. EXPORT; SANCTIONS; GOVERNMENT USE

Each party will comply with all applicable export control, sanctions, and anti-corruption laws and regulations, including those administered by the United States Department of Commerce, the United States Department of the Treasury's Office of Foreign Assets Control, and any other applicable governmental authority. Customer represents that it is not, and will not permit any User to be, located in an embargoed country or on any restricted party list, and Customer will not use the Services for any prohibited end use. As defined in FAR section 2.101, any software and documentation provided by Findem are "commercial items" and are deemed "commercial computer software" and "commercial computer software documentation." Any use, modification, reproduction, release, performance, display, or disclosure by the U.S. Government will be governed solely by this Agreement and prohibited except to the extent expressly permitted herein.

12. MISCELLANEOUS

Customer grants Findem a non-exclusive, worldwide, royalty-free license to use Customer's name and logo solely to identify Customer as a customer of Findem on Findem's website, in customer lists, and in white papers and similar marketing materials.

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.

In the event of conflict, the following order of precedence will apply: (i) the applicable Order Form, but only with respect to the Services, fees, subscription term, and other commercial terms expressly addressed in that Order Form; (ii) the DPA, solely with respect to personal data processing; (iii) the AI Terms attached as Exhibit A, solely with respect to AI-enabled features; (iv) this Agreement; and (v) Documentation and other referenced policies. Customer's purchases are not contingent on delivery of any future functionality, roadmap item, public statement, or other future commitment not expressly included in the applicable Order Form.

13. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

"Agreement" means this Master Subscription Agreement, any Order Form, the DPA, and any exhibits or terms incorporated by reference.

"Customer Data" means data, content, and information submitted to or processed through the Services by or on behalf of Customer or its Users.

"Documentation" means Findem's then-current user documentation for the Services.

"DPA" means Findem's Data Processing Addendum available at https://www.findem.ai/data-processing-agreement, or any successor location identified by Findem.

"Findem Technology" means the Services, software, algorithms, models, workflows, Documentation, know-how, Usage Data, and other technology used to provide the Services, excluding Customer Data.

"Order Form" means an ordering document signed by the parties that identifies the Services, subscription term, fees, and other applicable commercial terms.

"Services" means the subscription services identified in an Order Form, together with related support and Documentation.

"User" means an individual authorized by Customer to access and use the Services under Customer's account.

"Usage Data" means technical, usage, diagnostic, and performance data regarding the operation and use of the Services, provided that Usage Data does not identify Customer or any individual.

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FINDEM

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EXHIBIT A

AI Terms

These AI Terms supplement the Master Subscription Agreement (the "Agreement") and apply to any artificial intelligence, machine learning, large language model, generative AI, or similar functionality made available as part of the Services ("AI Features"). Capitalized terms not defined in these AI Terms have the meanings given in the Agreement. In the event of a conflict between these AI Terms and the Agreement, these AI Terms control with respect to AI-specific matters. In the event of a conflict between these AI Terms and the DPA, the DPA controls with respect to the processing of Personal Data.

1. AI FEATURES

1.1 Use of AI Features

Customer may use the AI Features by submitting prompts, queries, instructions, data, or other materials to the Services ("Input"). The AI Features may generate responses, recommendations, classifications, summaries, rankings, text, structured data, or other output in response to Input ("Output"). Findem may process Input and Output as necessary to provide, maintain, support, secure, and improve the Services in accordance with the Agreement, the DPA, and these AI Terms.

1.2 Third-Party AI Providers

Findem may use third-party artificial intelligence or machine learning providers, models, or services ("AI Providers") to provide the AI Features. Findem will maintain information regarding applicable AI Providers through its Trust Center or other customer-facing documentation and may update such AI Providers from time to time in accordance with the Agreement and the DPA.

1.3 No Customer Data Model Training

Findem will not use Customer Data to train foundation models or large language models, and will require AI Providers processing Customer Data on Findem's behalf not to use Customer Data to train their models, except to the extent expressly authorized by Customer in a separate written agreement. For clarity, use of Customer Data to provide the Services, including through prompting, retrieval, indexing, embeddings, caching, classification, evaluation, or other non-training processing, does not constitute model training.

1.4 Service Improvement

Findem may use usage data, performance data, system telemetry, aggregated or de-identified data, and other data that does not identify Customer or any individual to operate, support, secure, analyze, and improve the Services. Findem will not use Customer Data for model training except as expressly set forth in Section 1.3.

2. CUSTOMER RESPONSIBILITIES

2.1 Rights to Input

Customer is responsible for ensuring that it has all rights, permissions, and legal bases necessary to submit Input to the Services and to permit Findem to process such Input as contemplated by the Agreement, the DPA, and these AI Terms.

2.2 Human Review

AI Features are intended to support and augment human decision-making, not replace it. Customer is responsible for reviewing and validating Output before relying on it, including before using Output in connection with employment, recruiting, hiring, promotion, compensation, or other decisions that may have a legal or similarly significant effect on an individual.

2.3 Compliance

Customer is responsible for determining whether its use of the AI Features is subject to any law, regulation, policy, collective bargaining obligation, notice requirement, consent requirement, audit requirement, or other legal obligation applicable to Customer's business, industry, geography, or use case.

3. OUTPUT

3.1 Nature of Output

Due to the nature of artificial intelligence and machine learning technologies, Output may be inaccurate, incomplete, biased, duplicative, or not current. Findem does not represent that Output will be error-free, unique, or suitable for any particular purpose. Customer is responsible for evaluating the accuracy, appropriateness, and lawful use of Output for its intended purpose.

3.2 Similar Output

Customer acknowledges that AI Features may generate the same or similar Output for other customers or users, including where similar inputs, prompts, or data are submitted. Nothing in these AI Terms restricts Findem from providing the Services or AI Features to other customers.

3.3 No Professional Advice

Output does not constitute legal, employment, financial, tax, medical, or other professional advice. Customer should not represent Output as professional advice or rely on Output as a substitute for professional judgment, human review, or Customer's own compliance processes.

4. RESTRICTIONS

Customer will not, and will not permit its Authorized Users or any third party to:

- use the AI Features in violation of applicable law or the Agreement;
- use the AI Features to make fully automated employment, hiring, promotion, compensation, credit, housing, insurance, criminal justice, healthcare, or other legally significant decisions about individuals without appropriate human review;
- use the AI Features to create, upload, transmit, or generate unlawful, discriminatory, harassing, deceptive, infringing, or harmful content;
- use the AI Features to violate, misappropriate, or infringe the intellectual property, privacy, publicity, or other rights of any person;
- use the AI Features for unlawful surveillance, profiling, or monitoring of individuals;
- attempt to reverse engineer, extract, copy, or reproduce any model, algorithm, system prompt, training data, model weights, or non-public underlying components of the AI Features; or

- use the AI Features in violation of any applicable acceptable use policy or usage restrictions made available by Findem or its AI Providers.

5. AI GOVERNANCE AND CUSTOMER COOPERATION

Where Customer's use of the AI Features involves employment, recruiting, hiring, or other decisions affecting individuals, Customer is responsible for maintaining appropriate human review, governance, documentation, and compliance controls. Upon Customer's reasonable request, and subject to mutual agreement on scope, timing, methodology, and fees where applicable, Findem may provide information reasonably available to Findem regarding the AI Features to support Customer's evaluation of its use of the Services.

6. RELATIONSHIP TO AGREEMENT AND DPA

The confidentiality, security, data protection, intellectual property, limitation of liability, indemnification, and warranty disclaimer provisions of the Agreement and DPA apply to the AI Features. These AI Terms do not modify those provisions except as expressly stated in these AI Terms. For clarity, these AI Terms do not create any additional indemnification obligations with respect to AI Features, Input, or Output.

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