

Master Services Agreement

This master services agreement (**MSA**) was published on 31st January, 2024. This MSA governs Recruiterflow Inc.'s (**Recruiterflow**) provision of software and services to its Customers and the Customers' use of those services in accordance with this MSA. By entering into the agreement between Recruiterflow and the Customer, the Customer agrees to the terms of this MSA.

1 Definitions and interpretation

1.1 The definitions and rules of interpretation set out in the schedule shall apply to our Agreement.

1.2 In our Agreement:

1.2.1 later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them;

1.2.2 Recruiterflow and the Customer are together the **parties** and each a **party**, and a reference to a party includes that party's successors and permitted assigns; and

1.2.3 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.

2 Rights of use

2.1 Subject to the terms of our Agreement, Recruiterflow grants the Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Services in accordance with this Agreement, during the Term, in the manner agreed between the Parties.

2.2 The Customer will:

2.2.1 comply with all applicable laws, rules and regulations in connection with its use of the Services;

2.2.2 not, and will not permit any third party to: (i) copy, modify, translate, or create derivative works of the Services; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Services; (iii) lend, lease, offer for sale, sell or otherwise use the Services for the benefit of third parties; (iv) circumvent or attempt to circumvent any technological protective measures put in place to prevent or restrict access to the Services, including without limitation other accounts, computer systems or networks connected to the Services; or (v) use or view the Services for the purposes of developing, directly or indirectly, a product or service competitive to the Services;

- 2.2.3 use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Recruiterflow promptly of any such unauthorized use or access;
 - 2.2.4 other than through the Client Portal or to service providers approved by Recruiterflow, not make the Services available to any third-party or use the Services to store or transmit data that infringes or violates a third-party's rights; and
 - 2.2.5 not knowingly use the Services to transmit malware or malicious code.
- 2.3 The Customer acknowledges that the Services do not include any services, systems or equipment required to access the internet or the Services and that the Customer is solely responsible for procuring access to the internet and for all costs and expenses in connection with internet access, communications, data transmission and wireless or mobile charges incurred by it in connection with use of the Services.

3 **Authorised Users**

- 3.1 The Customer shall ensure that only Authorised Users use the Services and that such use is at all times in accordance with our Agreement. The Customer shall ensure that Authorised Users are, at all times while they have access to the Services, the employees or contractors of the Customer.
- 3.2 The Parties shall each keep a list of all Authorised Users and the Customer shall notify Recruiterflow promptly if any updates to any list of Authorised Users are made or required, including when Authorised Users cease to be employed or engaged by a relevant entity such that they are no longer entitled to be Authorised Users. Where termination of such relationship is known in advance, the Customer shall provide such information as soon as reasonably possible prior to such termination of that relationship, together with the date such person shall cease to be an Authorised User.
- 3.3 The Customer shall ensure that the number of Authorised Users for the Services do not exceed the number of purchased Authorised User accounts for the Service. The Customer is entitled to remove one individual as an Authorised User and replace them with another individual in accordance with the terms of our Agreement, but Authorised User accounts cannot be shared or used by more than one individual at the same time.
- 3.4 Without prejudice to any other right or remedy of Recruiterflow, in the event the Customer is in breach of clause 3.3 then:
- 3.4.1 the warranties in clause 8.1 shall cease to apply for the duration of the period during which the Customer is in breach of clause 3.3; and
 - 3.4.2 the Customer shall be liable to pay for the number of Authorised Users above the number of Authorised Users accounts purchased for the Services for the relevant period during which infringement occurred.
- 3.5 The Customer shall:
- 3.5.1 be liable for the acts and omissions of the Authorised Users;

- 3.5.2 only provide Authorised Users with access to the Services and shall not provide access to (or permit access by) anyone other than an Authorised User; and
- 3.5.3 procure that each Authorised User is aware of, and complies with, the obligations and restrictions imposed on the Customer under our Agreement, including all obligations and restrictions relating to Recruiterflow's Confidential Information.
- 3.6 The Customer warrants and represents that it, and all Authorised Users and all others acting on its or their behalf (including systems administrators) shall keep confidential and not share with any third party (or with other individuals except those with administration rights at the Customer, their password or access details for the Services.
- 3.7 The Customer shall at all times comply with the terms of the Agreement.
- 3.8 If any password has been provided to an individual that is not an Authorised User, the Customer shall, without delay, disable any such passwords and notify Recruiterflow immediately.

4 **Indemnity**

- 4.1 The Customer shall indemnify, keep indemnified and hold harmless Recruiterflow from and against any third-party claim, action, suit or other proceedings (including reasonable legal and other professional fees and expenses) in relation to: (i) Recruiterflow's use of Customer Data as it was submitted to Recruiterflow in accordance with our Agreement; (ii) Customer's Affiliates and Customer's Users' non-compliance with this Agreement, this clause 4 shall not be subject to the limitations of liability set out in clause 15.

5 **Support**

- 5.1 Recruiterflow shall:
 - 5.1.1 use reasonable endeavours to notify the Customer in advance of scheduled maintenance, but the Customer acknowledges that it may receive no advance notification for downtime caused by Force Majeure or for other emergency maintenance;
 - 5.1.2 have an uptime of 99.8% per calendar year (on a rolling basis) not including any scheduled maintenance; and
 - 5.1.3 provide the Services in accordance with the Service Levels published on the Recruiterflow website from time to time (the "**Service Levels**").

6 **Customer Data**

- 6.1 Customer may request 1 data backup each quarter, Recruiterflow will provide such backup within 30 days of a written request from the Customer. Recruiterflow may agree to provide further back-ups of Customer Data at its sole discretion for a fee. On expiry or termination of this Agreement the Customer may request a copy of the Customer Data. Recruiterflow reserves the right to delete Customer Data within 3 months following expiry or termination of this Agreement.

- 6.2 Except as otherwise expressly agreed in our Agreement, Recruiterflow shall not be obliged to provide the Customer with any assistance extracting, transferring or recovering any data whether during or after the Term. The Customer acknowledges and agrees that it is responsible for maintaining safe backups and copies of any Customer Data, including as necessary to ensure the continuation of the Customer's business. The Customer shall, without limitation, ensure that it backs up (or procures the back up of) all Customer Data regularly.
- 6.3 Customer grants Recruiterflow a limited non-transferable licence to use its Customer Data in accordance with this Agreement and to enable Recruiterflow to provide the Services.
- 6.4 Recruiterflow shall have no liability (howsoever arising, including in negligence) for any deletion or destruction of any such Customer Data undertaken in accordance with our Agreement.
- 6.5 Customer agrees that Recruiterflow may use Customer Data for internal business purposes including to calculate aggregate, anonymized statistics about its customers' use of the Services and to improve and enhance Recruiterflow's Services. Recruiterflow shall ensure that such use of such anonymised Customer Data does not include any personal data.

7 **Changes to services and terms**

- 7.1 Recruiterflow may update any part of our Agreement from time to time by notifying the Customer of such update by e-mail or by any other reasonable written means which Recruiterflow elects.
- 7.2 Any such updates shall become effective not less than 30 business days' after such notification.
- 7.3 In the event that the Customer reasonably believes that any such update materially impacts it negatively in any manner it may by notice elect to terminate our Agreement in respect of all impacted Services, provided it exercises such right prior to such update taking effect pursuant to clause 6.2, by providing written notice to Recruiterflow. In the event of such termination the Customer shall receive a pro-rata refund of any pre-paid Fees in respect of such terminated Services.
- 7.4 The Customer acknowledges that Recruiterflow shall be entitled to modify the features and functionality of the Services. Recruiterflow shall use reasonable endeavours to ensure that any such modification does not materially adversely affect the use of the Services by Recruiterflow's customers generally.

8 **Fees**

- 8.1 The Customer shall pay Recruiterflow the fees as set out on any applicable terms agreed (collectively, the **Fees**) in advance due on receipt.
- 8.2 The Fees are exclusive of any taxes. Customer shall be responsible for payment of all applicable taxes. If Recruiterflow is responsible for paying any taxes based on provision of the Services then such taxes will be billed to and paid by the Customer.

- 8.3 Fees payable to Recruiterflow under our Agreement shall be paid by a payment method reasonably acceptable to the parties unless otherwise notified by Recruiterflow to the Customer in writing in accordance with our Agreement.
- 8.4 Recruiterflow shall have the right to charge interest on overdue invoices at the rate of 1.5% of the outstanding amount per month or the maximum rate permitted by law, whichever is the lower, calculated from the date when payment became due up to and including the date of actual payment whether before or after judgment.
- 8.5 Recruiterflow shall be entitled to change the Fees for any and all Services at any time by notice to the Customer provided that Recruiterflow shall not be entitled to increase the Fees on less than six weeks prior notice.
- 8.6 To the extent our Agreement terminates or expires the Customer shall not be entitled to any refund or discount of Fees paid for any parts of any month during which the Services cease to be provided.

9 Warranties

- 9.1 EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND RECRUITERFLOW MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS. RECRUITERFLOW SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER IMPLIED OR STATUTORY WARRANTIES, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE ABOVE. RECRUITERFLOW DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR THAT THE SERVICES WILL WORK WITHOUT INTERRUPTIONS.
- 9.2 Each party represents and warrants to the other Party that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (b) it has the right, power and authority to enter the Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (c) it will abide by all applicable federal, state and local laws with respect to online activities, use of end user data and the products and services offered by each Party in connection with the Agreement.

10 Customer's responsibilities

- 10.1 The Customer shall (and shall ensure all Affiliates and Authorised Users shall) at all times comply with all applicable laws relating to the use or receipt of the Services, including laws relating to privacy, data protection and use of systems and communications.

11 Intellectual property

- 11.1 Except for the rights otherwise granted in this Agreement, Recruiterflow retains all right, title and interest, including all intellectual property rights, in and to the Services. The Customer agrees to use the Services solely in accordance with this Agreement. The Customer further

acknowledges that the license granted pursuant to this Agreement is not a sale and does not transfer to the Customer any title or ownership of the Services, but only a right of limited use.

12 Defense against infringement claims

12.1 Subject to clauses 11.2 and 11.4, Recruiterflow shall:

12.1.1 defend at its own expense any claim brought against the Customer by any third party alleging that the Customer's use of the Services infringes any copyright, database right or registered trademark, registered design right or registered patent in (an **IP Claim**); and

12.1.2 pay, subject to clause 11.3, all costs and damages awarded or agreed in settlement or final judgment of an IP Claim.

12.2 The provisions of clause 11.1 shall not apply unless the Customer:

12.2.1 promptly notifies Recruiterflow upon becoming aware of any actual or threatened IP Claim and provides full written particulars;

12.2.2 makes no comment or admission and takes no action that may adversely affect Recruiterflow's ability to defend or settle the IP Claim;

12.2.3 provides all assistance reasonably required by Recruiterflow subject to Recruiterflow paying the Customer's reasonable costs; and

12.2.4 gives Recruiterflow sole authority to defend or settle the IP Claim as Recruiterflow considers appropriate.

12.3 The provisions of clause 15 shall apply to any payment of costs and damages awarded or agreed in settlement or final judgment of an IP Claim under clause 11.1.

12.4 Recruiterflow shall have no liability or obligation under this clause 11 in respect of (and shall not be obliged to defend) any IP Claim which arises in whole or in part from:

12.4.1 any modification of the Services (or any part) without Recruiterflow's express written approval;

12.4.2 any open source software;

12.4.3 any breach of our Agreement by the Customer;

12.4.4 installation or use of the Services (or any part) otherwise than in accordance with our Agreement; or

12.4.5 installation or use of the Services (or any part) in combination with any software, hardware or data that has not been supplied or expressly authorised by Recruiterflow.

12.5 Subject to clause 15.3, the provisions of this clause 11 set out the Customer's sole and exclusive remedy (howsoever arising, including in contract, tort, negligence or otherwise) for any IP Claim.

13 **Data protection and privacy**

13.1 Each party shall comply with its obligations under applicable data protection laws. To the extent that Recruiterflow processes personal data when you use the Services, the parties acknowledge that Recruiterflow is a data processor and the Customer is a data controller and the parties shall comply with their respective obligations under applicable data protection law and the terms of any data processing agreement entered into between the parties.

14 **Confidentiality**

14.1 The party receiving Confidential information (the **Receiving Party**) from the party disclosing Confidential Information (the **Disclosing Party**), will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access in accordance with this Agreement and who have agreed confidentiality provisions with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent.

14.2 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

15 **Limitation of liability**

15.1 EXCEPT WITH RESPECT TO EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR THE PARTIES' INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT EXCEED THE FEES RECEIVED FROM OR PAYABLE BY LICENSEE TO RECRUITERFLOW PURSUANT TO THE AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. EXCEPT FOR A BREACH OF THE LICENSE RESTRICTIONS OR CONFIDENTIALITY OBLIGATIONS, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR LOSS OR INTERRUPTION OF USE OF ANY FILES, DATA OR EQUIPMENT, EVEN IF

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THIS AGREEMENT.

16 **Suspension**

16.1 Recruiterflow may suspend access to the Services (or any part) to all or some of the Authorized Users if:

16.1.1 Recruiterflow suspects that there has been any misuse of the Services or breach of our Agreement;

16.1.2 the Customer fails to pay any sums due to Recruiterflow by the due date for payment;
or

16.1.3 required by law, by court or governmental or regulatory order.

16.2 Fees shall remain payable during any period of suspension notwithstanding that the Customer, Affiliates or some or all of the Authorized Users may not have access to the Services.

17 **Renewals**

17.1 On expiry of the Term the Services shall continue and automatically renew for recurring periods of the same duration (each a **Renewal Term**).

17.2 If either party wishes for the Services to expire at the end of the Term or any Renewal Term, it must give advance written notice at least 30 days prior to the end of that Term or Renewal Term. If no written notice is given, the Service shall renew in accordance with clause 17.1.

18 **Term and termination**

18.1 Either party may terminate our Agreement immediately at any time by giving notice in writing to the other party if:

18.1.1 the other party commits a material breach of our Agreement and such breach is not remediable;

18.1.2 the other party commits a material breach of our Agreement which is not remedied within 20 business days of receiving written notice of such breach; or

18.1.3 the other party has failed to pay any amount due under our Agreement on the due date and such amount remains unpaid within 20 business days after the other party has received notification that the payment is overdue.

19 Consequences of termination

- 19.1 Immediately on termination or expiry of our Agreement (for any reason), the rights granted by Recruiterflow under our Agreement shall terminate and the Customer shall (and shall procure that each Authorised User and Affiliates shall) stop using the Services.
- 19.2 Any unpaid Fees will become immediately due and payable. In no event will expiration or termination of this Agreement relieve the Customer of its obligation to pay any applicable Fees payable up to the date of termination.
- 19.3 If the Customer terminates in accordance with clause 17.2, Recruiterflow will provide the Customer with a pro-rata refund of any prepaid Fees.

20 Entire agreement

- 20.1 Our Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.
- 20.2 Each party acknowledges that it has not entered into our Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in our Agreement.
- 20.3 Nothing in our Agreement shall limit or exclude any liability for fraud.

21 Notices

- 21.1 Any notice given by a party under our Agreement shall be in writing and delivered to an agreed contact point at the other Party (as may be updated or amended from time to time).

22 Assignment and subcontracting

- 22.1 Except as expressly provided in our Agreement, Recruiterflow may at any time assign, sub-contract, sub-licence (including by multi-tier), transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under our Agreement.
- 22.2 Except as expressly permitted by our Agreement, the Customer shall not assign, transfer, sub-contract, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under our Agreement (including the licence rights granted), in whole or in part, without Recruiterflow's prior written consent.

23 Set off

Each party shall pay all sums that it owes to the other party under our Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

24 No partnership or agency

The parties are independent and are not partners or principal and agent and our Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other

than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

25 **Severance**

25.1 If any provision of our Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of our Agreement shall not be affected.

25.2 If any provision of our Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

26 **Governing law and Jurisdiction**

Our Agreement and any dispute or claim arising out of, or in connection with, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Delaware. All disputes arising out of or related to the Agreement will be subject to the jurisdiction of the state of Delaware.

The Schedule

DEFINITIONS AND INTERPRETATION

In our Agreement:

Affiliate	means, in respect of any entity, any entity that directly or indirectly controls, is controlled by or is under common control with a party to this Agreement;
Authorised Users	means, in respect of the relevant Services, the named users authorised by the Customer to use the Services in accordance with the terms of our Agreement;
Client Portal	means the portal where Customers can share candidate details to their clients via a link using the contact role;
Confidential Information	means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your data; Our Confidential Information includes the Services; and Confidential Information of each party includes the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.
Customer Data	means all data (in any form) that is provided to Recruiterflow or uploaded or hosted on any part

of any Service by the Customer or by any Authorised User;

Fees

means the Subscription Fees together with any other amounts payable to Recruiterflow under our Agreement;

Force Majeure

means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under our Agreement (provided that an inability to pay is not Force Majeure), including any matters relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet;

Policies

means each of the following:

- (a) Recruiterflow's policy on acceptable use of the Services (as updated from time to time) at *[Insert URL]* (the **Acceptable Use Policy**); and
- (b) Recruiterflow's privacy policy in relation to the Services (as updated from time to time), at *[Insert URL]* (the **Privacy Policy**);

Protected Data

has the meaning given in the Data Protection Addendum;

Purchased Authorised User Accounts

means, in respect of the Services, the number of Authorised Users who may use the Services

Relief Event

means:

- (a) any breach of our Agreement by the Customer; or
- (b) any Force Majeure;

Renewal Date

has the meaning given in clause 17.1;

Subscription Fee

means, in respect of the Services, the fees payable by the Customer in consideration of that Service

[Support Services

means, in respect of the relevant Service, the support services provided by Recruiterflow to the Customer].