

MASTER SERVICE AGREEMENT

This Master Service Agreement is entered as of the Effective Date between HireVue, Inc., a Delaware corporation (“HireVue”) and Buyer for HireVue’s provision of access to HireVue’s proprietary multi-tenant SaaS Platform and related Services to Buyer on a subscription basis. The Parties hereby agree to the following terms and conditions:

1. Definitions.

- 1.1. “Affiliate” means an entity controlled by or under common control with a Party.
- 1.2. “Agreement” means this Master Service Agreement coupled with any Service Order, Statement of Work, Data Processing Addendum or other document expressly incorporated into this Master Service Agreement by reference.
- 1.3. “Analytical Data” means mathematical, derivative, index, scoring, metric, associative, predictive, comparative, statistical, algorithmic, logs and contextual data or models, where identifying information of an individual or entity has been removed. Analytical Data shall not be deemed Buyer Data.
- 1.1. “Authorized Users” means those individuals designated by Buyer, in accordance with this Agreement, to use the Services (e.g., Buyer employees inviting and reviewing candidates).
- 1.2. “Buyer” means the entity entering this Agreement with HireVue or a Buyer Affiliate entering a Service Order pursuant to the terms of this Agreement.
- 1.3. “Buyer Materials” means all interview content created or provided by or on behalf of Buyer or its Authorized Users and submitted to the Platform (e.g., Buyer’s privacy notice or candidate terms and conditions, Buyer-provided interview questions, reviewer comments, ratings).
- 1.4. “Buyer Data” means all Buyer Materials and Responses.
- 1.5. “Documentation” shall mean the descriptions of the HireVue Services set forth at <http://hirevue.com/product-documentation>.
- 1.6. “Effective Date” of the Master Service Agreement is the date of execution.
- 1.7. “End User” means a user of the Platform that responds to questions/requests from Buyer or its Authorized Users through the Platform (e.g., interview candidates).
- 1.8. “GDPR” means the General Data Protection Regulation (EU) 2016/679 and the Retained Regulation (EU) bringing the General Data Protection regulation 2016/679 into law within the United Kingdom, and any future amendments to such regulations.
- 1.9. “Party” refers to each of Buyer and HireVue individually.
- 1.10. “Parties” refers to HireVue and Buyer collectively.
- 1.11. “Platform” means the HireVue-owned and hosted applications, algorithms, mobile applications, and related technology used to deliver the Services, features and functionality described in the Documentation.
- 1.12. “Responses” means all interview and/or assessment responses submitted to the Platform by End Users.
- 1.13. “Scheduled Downtime” means a maintenance window during which the Platform is not available to be accessed by Authorized Users which shall not exceed four (4) hours per semi-monthly period.
- 1.14. “Services” means, collectively, all applicable aspects of the Platform and related services provided hereunder, including the Subscription Services, relevant features and functionality described in the Documentation, customer support, professional services identified in a SOW, and engaging in any other required, usual, appropriate or acceptable activities relating to the Services, such as to (a) carry out the Services or the business of which the Services are a part, (b) use data, that does not identify any individual or business to develop, enhance, maintain, support, and provide the Platform, (c) carry out any benefits, rights and obligations relating to the Services, (c) maintain records relating to the Services, or (d) comply with any legal or self-regulatory obligations relating to the Services.
- 1.15. “Service Order” means the document that identifies the specific Services to which the Buyer has subscribed, the applicable scope, subscription length(s), and applicable fees.
- 1.16. “Site Availability” means the percentage calculated by dividing (a) the Site Uptime by (b) the difference between the total amount of clock time and the Scheduled Downtime actually used by HireVue, in a given Month.
- 1.17. “Site Uptime” shall mean the total number of minutes in a month during which all material parts of the HireVue website are operating properly and available for access and use by Authorized Users.

- 1.18. “Statement of Work” or “SOW” means the document that describes the professional services to be performed by HireVue and certain commercial terms not otherwise specified in a Service Order.
- 1.19. “Subscription Services” are defined as the HireVue hosted software services to which the Buyer purchases a subscription pursuant to a Service Order.

2. Ordering, Services and License Grant.

- 2.1. Buyer shall order Services by mutual execution of a Service Order and/or SOW which provides, at a minimum, the specific Services ordered and the price for such Services and the term for any Subscription Services. Affiliates of Buyer may also order Services under this Agreement by mutual execution of a Service Order and/or SOW (in which case, such Affiliate will be considered Buyer for purposes of that Service Order and/or SOW). The Service Order and/or SOW shall be incorporated into this Agreement by reference and in the event of a conflict between the terms of a Service Order and/or SOW and this Master Service Agreement, the terms of the Service Order and/or SOW shall prevail. Additional Services ordered in any subsequent Service Orders and/or SOWs shall be governed by, and incorporated by reference into this Agreement.
- 2.2. Subject to the terms of this Agreement, HireVue hereby grants to Buyer a license during the applicable subscription term identified in the applicable Service Order to allow Authorized Users to access and use the features and functions of the HireVue Services solely for Buyer’s internal business purposes. Different elements of the Services may be accessed via a browser, mobile or text application as described in technical requirements documentation which can be viewed at <http://hir.vu/15S5OOH>.
- 2.3. Buyer hereby grants HireVue permission during the Term to (i) process, reproduce, distribute and/or display Buyer Materials to Authorized Users and End Users in connection with providing the Subscription Services on behalf of Buyer, and (ii) to access and use the Responses to provide the Services.

3. Data and Intellectual Property Rights.

- 3.1. As between Buyer and HireVue, Buyer Data and Buyer Materials are the property of Buyer. The processing of Personal Data contained in Buyer Data hereunder, to the extent applicable, shall be subject to HireVue’s Data Processing Addendum (DPA).
- 3.2. Except for the rights expressly granted herein, no other rights, are granted to Buyer under this Agreement, whether expressly, by implication, estoppel, or otherwise, and all rights not expressly granted herein are reserved by HireVue. All right, title and interest in and to the Services, any software used by HireVue in connection with the Services, and related documentation are and shall remain the exclusive property of HireVue and/or its licensors, and nothing herein grants to Buyer any right to access copies of any such software, whether in source or object code form. For the avoidance of doubt, Buyer shall acquire no ownership interest in or to the Services.

4. Fees and Payment.

- 4.1. Fees for Services are invoiced annually in advance, and payments are due thirty (30) days from date of invoice. If all undisputed invoices are not paid when due, HireVue reserves the right to recover costs of collection of undisputed invoices and upon reasonable notice to Buyer to suspend access to the Services until payment is current. Such suspension shall not extend the expiration date of Services ordered. For purposes of this Section 4.1, an invoice is considered disputed if Buyer has raised a viable, good faith dispute as to validity of the invoice. Except as expressly provided herein all amounts paid hereunder are final and non-refundable.
- 4.2. Fees for Subscription Services are based on the scope defined in the applicable Service Order and/or SOW. Upon request, Buyer agrees to provide HireVue with information reasonably necessary for HireVue to confirm Buyer’s usage aligns with the scope purchased under a Service Order and/or SOW (for example, HireVue may request a report or other written confirmation of the number of hires for a particular period). In the event Buyer materially exceeds the scope purchased under a Service Order and/or SOW, HireVue reserves the right to request, and Buyer agrees in good faith, to negotiate an increase in scope to align with projected usage for the remaining term.
- 4.3. Unless otherwise stated in a Service Order, HireVue’s fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, “Taxes”). Buyer is responsible for paying all Taxes associated with its purchases hereunder, other than direct taxes on the net income of HireVue. If HireVue has the legal obligation to pay or collect Taxes for which Buyer is responsible under this paragraph, the appropriate amount shall be invoiced to and promptly paid by Buyer, unless Buyer provides HireVue with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.4. Any anticipated HireVue travel expenses will be confirmed with Buyer in advance of booking, and upon such confirmation, Buyer will be responsible in full for HireVue Professional Services travel expenses incurred (airfare, ground transportation, lodging, and per diem meals). If requested in advance, consultants will use Buyer's standard guidelines and discount providers when making travel arrangements. Buyer will be billed for travel expenses separately.

5. Term, Termination, and Expiration of Agreement and Renewal.

- 5.1. The term of this Master Service Agreement shall commence upon the Effective Date and shall continue until the sooner to occur of: (i) expiration of all Service Orders and/or SOWs; or (ii) termination per Section 5.2 ("Term").
- 5.2. This Agreement may be terminated by either party upon 60 days' prior written notice in the event of a material breach by the other party that is not remedied within 60 days of such notice. With regard to such termination (i) if Buyer validly terminates this Agreement on the grounds of an uncured material breach by HireVue, HireVue shall, issue a pro-rated refund for the pre-paid amount of any unused Services within 60 days of the Buyer's written request and (ii) if termination is not for HireVue's uncured material breach, Buyer shall remain obligated to pay any remaining amounts owed under the Agreement.
- 5.3. Upon any expiration or termination of the Agreement, Buyer will cease all use of the Services and destroy all copies Documentation (if any) that are in Buyer's possession or under Buyer's control. Upon termination or expiration of the Agreement, Buyer shall have the following options with regard to Buyer Data and Buyer Materials related to each of the terminated or expired Services: 1) if Buyer requests in writing, on or prior to the date of such termination or expiration, HireVue shall provide Buyer with a copy of the Buyer Data stored on HireVue servers, and HireVue shall then delete all Buyer Data and Buyer Materials from HireVue servers; or 2) HireVue shall purge Buyer Data and Buyer Materials from the HireVue servers. Thirty (30) days from the expiration or termination of the Agreement, HireVue shall have no further responsibility to retain copies of Buyer Data or Buyer Materials.
- 5.4. Unless otherwise stated in a Service Order, the start date for Subscription Services purchased under this Agreement shall be the date Buyer is provided login credentials for the Platform.
- A. Renewal of Subscription Services. Unless otherwise specified on a Service Order the following renewal terms shall apply to Subscription Services. If Buyer's Subscription Services fees are \$30,000 per year or greater, the following renewal terms shall apply (unless otherwise notified by HireVue in writing): Unless otherwise stated in a Service Order, the term for provision of Subscription Services under a Service Order shall automatically renew for additional renewal terms of the same length as the most recent term if the price and scope of Services for the renewal term are unchanged unless Buyer provides HireVue written notice of its intent not to renew at least sixty (60) days prior to the end of the then current subscription term (the "Renewal Notice Date"). If the price or scope of Services for the renewal term are different, or if the most recent term was for less than twelve (12) months, then mutual written agreement of the parties shall be required for any renewal.
- B. If Buyer's Subscription Services fees are below \$30,000 per year, the following renewal terms shall apply (unless otherwise notified by HireVue in writing): Buyer will be presented with the following renewal options via HireVue's automated renewal system within ninety (90) days of the expiration of the current term: 1) a three (3) year renewal of the Services with no increase in Fees (provided scope remains the same); 2) a one (1) year renewal of the Services with a 5% increase in Fees; or 3) non-renewal. Buyer shall make an election of one of the three options via the automated renewal system no later than sixty (60) days prior to the expiration of the then current term. In the event Buyer fails to make a timely election, HireVue will make the default election of a one (1) year renewal with a 5% increase in Fees. Buyer's failure to maintain accurate, current contact information in accordance with clause 7.6 shall relieve HireVue of its renewal notice obligations under this section.
- C. Timely notice of non-renewal must be sent to renewals@hirevue.com in addition to the notice requirements set forth in Section 23. Failure to deliver timely, clear and unambiguous notice of non-renewal on or before the Renewal Notice Date shall result in a renewal upon the terms set forth in this Section 5.4. Invoices will be generated in accordance with the applicable renewal election, and will be due and payable in accordance with Section 4.1 of the Agreement.
6. **Restrictions on Use.** Buyer shall not, and shall prevent its Authorized Users from using the Platform to: (i) resell, rent, lend, lease, distribute, or timeshare the Platform or otherwise use the Platform on behalf of any third party (including on

a “service bureau” or similar basis), or otherwise provide third parties with access or grant third parties rights to the Platform other than as expressly permitted by HireVue, (ii) alter or remove any marks or proprietary legends contained in the Platform; (iii) circumvent or otherwise interfere with any authentication or security measures of the Platform; (iv) interfere with or disrupt the integrity or performance of the Platform; (v) send SPAM or any other form of duplicative and unsolicited messages, other than marketing and promotional messages to End Users as enabled by the intended features of the Platform; (vi) access all or any portion of the Platform by means of any crawler, scraper, bot, spider, or any other similar script or automated process; (vii) transmit through or post on the Platform unlawful, immoral, libelous, tortious, infringing, or defamatory material; or (viii) transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs. Buyer shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the Platform, and shall not modify, translate, or create derivative works based on any element of the Platform.

7. Buyer’s Responsibilities.

- 7.1. Buyer understands and acknowledges that HireVue is solely a technology platform provider and does not participate in the interview, selection, or hiring of candidates. Accordingly, it is Buyer’s sole responsibility to comply with all laws applicable to Buyer’s use of the Service, including without limitation all applicable employment and hiring laws and regulations. HireVue shall have no liability related to Buyer Material presented to Buyer’s Authorized Users or End Users (other than the obligation to display such Buyer Material as instructed by Buyer and to retain Buyer Data during the Term for the retention window specified by Buyer), or for Buyer’s record keeping obligations unless expressly assumed by HireVue pursuant to this Agreement.
- 7.2. Buyer is responsible for providing and maintaining adequate facilities, computer equipment, internet connections, connectivity and firewall access required for the use of the Services. Such technical requirements can be viewed at <http://hir.vu/15S5OOH>.
- 7.3. HireVue Subscription Services include the ability for an End User to request additional time to complete a video interview and include a screen whereby Buyer may present an End User with instructions for requesting other accommodations. In order for HireVue to take any action other than offering additional time requested by the End User via the Platform, Buyer must provide HireVue with End User facing instructions for the End User to request accommodations (other than additional time) for inclusion in the Services and either (i) the End User must inform HireVue that they require an alternative accommodation via the Services; or (ii) Buyer must inform HireVue that such End User requires accommodations available in the Services. In all other cases, Buyer is responsible for providing all accommodations to an End User.
- 7.4. **Consents.** Buyer shall ensure it has obtained all necessary consents, opt-ins, rights and permissions from Authorized Users and End Users to use, collect and provide personal data to HireVue, pursuant to and in compliance with any applicable data protection laws in the jurisdiction of the End-User or Authorized User, the CAN-SPAM Act, the Telephone Consumer Protection Act. Personal data may include but is not limited to the name, email address and/or telephone number used in connection with HireVue’s services to contact all Authorized Users and End Users. While the Platform contains a mechanism for collecting consent from End Users, Buyer is solely responsible for establishing the legal basis for the processing of data pertaining to Authorized Users and End Users for purposes of the Services. Buyer shall also be responsible for providing HireVue with a legally sufficient privacy notice language to present to Buyer’s End Users prior to End Users’ access to the Services.
- 7.5. HireVue is not designed to be Buyer’s system of record for Buyer’s PHI, SPI or Special Categories of Data (as defined below). Therefore, Buyer agrees not to directly or indirectly provide HireVue with PHI, SPI or Special Categories of Data absent HireVue’s express prior written approval. Should Buyer become aware that any PHI, SPI or special categories of data have been provided to HireVue without HireVue’s approval, Buyer agrees to promptly notify HireVue and request redaction of such information from the Response or deletion of the Response where redaction is not feasible. As used herein PHI means health information as regulated under any applicable laws. SPI means sensitive personal information consisting of date of birth, social security number (or equivalent government-issued identifier outside of the US), driver’s license or other government-issued identification number, credit card or debit card number, or financial account information. Special Categories of Data shall have the meaning given to it under the GDPR.
- 7.6. Buyer shall ensure it provides and maintains accurate, up to date contact information with HireVue for purposes of the Parties carrying out their respective obligations under this Agreement. Buyer may update its information at any

time by contacting support@hirevue.com. Buyer's failure to maintain accurate, current contact information shall relieve HireVue of its notice obligations under the Agreement.

8. Warranty

- 8.1. HireVue shall provide the Services in a professional and workmanlike manner and in compliance with the Documentation and the Service Level commitments provided herein in all material respects. During the subscription term set forth in an applicable Service Order, in the event that Buyer notifies HireVue that the Services do not materially conform to the specifications set forth in such Service Order, the SOW and the Documentation, HireVue shall correct such non-conformity.
- 8.2. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, HIREVUE MAKES NO OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, TO BUYER OR ANY OTHER PERSON OR ENTITY AND EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ANY AND ALL SUCH IMPLIED OR STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE RESPONSES, METRICS, SCORES, AND ANALYTICS, OR ACCURACY, RELIABILITY, PERFORMANCE, RESULTS, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 8.3. HireVue shall provide Buyer and the Authorized Users access to the Subscription Services at all times outside of Scheduled Downtime periods. Excluding Scheduled Downtime, HireVue guarantees a Service Level commitment for minimum Site Availability of ninety-nine percent (99.0%) during each month.
- 8.4. Some states or other jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to Buyer. Buyer may also have other rights that vary from state to state and jurisdiction to jurisdiction.

9. Product Specific Provisions.

- 9.1. If Buyer subscribes to use Coordinate, Buyer hereby grants to HireVue the right to collect and store credentials for and to access Buyer's email and calendar application solely for the purpose of enabling functionality of Coordinate. Such information shall be considered Buyer's Confidential Information pursuant to section 15 below.
- 9.2. **Standard Available Integrations.** HireVue offers standard integrations into several third party solutions (such as ATS, HCM, CRM tools, etc.; each, an "Integration Partner") to provide for integration of certain features of the Subscription Services (each, an "Integration"). If Buyer has elected to utilize an Integration with its HireVue account, the relevant Integration shall be listed on the Service Order, and HireVue hereby authorizes Buyer to access and use the Subscription Services that Buyer has purchased hereunder through such Integration. Buyer understands that Integration Partners contract independently for their solutions and may apply separate terms and fees for the implementation and use of such Integrations. Buyer shall be solely responsible for its compliance with any such terms and payment of any such fees charged by Integration Partners for Buyer's implementation and use of such Integrations. HIREVUE SHALL HAVE NO LIABILITY TO BUYER IF SUCH INTEGRATION IS UNAVAILABLE DUE TO ACTS OR OMISSIONS OF THE INTEGRATION PARTNER OR OUTAGES OF THE INTEGRATION PARTNER SOLUTION. SHOULD HIREVUE'S RIGHT TO INTEGRATE WITH SUCH INTEGRATION PARTNER SOLUTION TERMINATE, BUYER'S RIGHT TO USE THE INTEGRATION TO ACCESS THE HIREVUE SERVICES HEREUNDER SHALL ALSO TERMINATE AND BUYER MAY ACCESS THE HIREVUE SERVICES DIRECTLY THROUGH THE HIREVUE PLATFORM.
10. **Marketing.** HireVue may use Buyer's name and logo for Buyer's Services deployment and to identify Buyer as a HireVue Buyer. Subject to Buyer's prior approval, HireVue may issue a press release and case study about Buyer's selection and use of the Services.
11. **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.
12. **Assignment.** This Agreement may not be assigned by either Party without the other Party's prior written approval, except that either party may assign this Agreement in connection with any merger, or reorganization or any sale or transfer of all or substantially all of its assets or stock. Subject to the foregoing, this Agreement shall be binding upon the parties, and upon their heirs, acquirers, executors, personal representatives, administrators, and assignees.
13. **Indemnification and Limitation of Liability**

- 13.1. HireVue shall indemnify, defend and hold harmless Buyer and its affiliates and their respective officers, directors, employees, agents and contractors, from and against, and pay any costs, expenses and amounts finally awarded or agreed to in settlement of, any and all third party claims to the extent such claims are based upon (i) the negligence and/or willful misconduct of HireVue or its Subcontractors in performing this Agreement, (ii) any allegation that the software underlying the Platform, when used as provided and in accordance with the terms and conditions of this Agreement, infringes such third party's intellectual property rights, or (iii) violation of applicable laws by HireVue or its Subcontractors.
- 13.2. Buyer shall indemnify, defend and hold harmless HireVue and its affiliates and their respective officers, directors, employees, agents and contractors, from and against, and pay any costs, expenses and amounts finally awarded or agreed to in settlement of, any and all third party claims to the extent based upon (i) the negligence, willful misconduct of Buyer, its Subcontractors or Authorized Users in connection with this Agreement, (ii) any allegation that the Buyer Data or other information or content provided by Buyer, or Buyer's alteration or combination of the Services with third party content, infringes such third party's rights, (iii) Buyer's, its Subcontractor's or Authorized Users' violation of applicable laws, or (iv) Buyer's selection, handling or treatment of an End User relating to a job opening or other personnel decision and the use of the tools and services made available by HireVue hereunder in connection with such process and any selection, hiring or other personnel decisions and outcomes made by Buyer in connection with the use of the Services.
- 13.3. In all requests for indemnification under Sections 13.1 and 13.2 above (i) the party seeking indemnification shall promptly provide the indemnifying party with written notice thereof and, at the indemnifying party's request and expense, reasonable cooperation, information, and assistance in connection therewith; and (ii) the indemnifying party shall have sole control and authority with respect to the defense, settlement, or compromise thereof, provided that it shall not settle any such claim without prior written consent of the indemnified party, which consent shall not be unreasonably withheld, conditioned, or delayed; and (iii) any consequential amounts finally awarded or agreed to shall be considered direct damages under this Section 13.5 of this Agreement.
- 13.4. With respect to the indemnity in section 13.1(ii) above, in the event that Buyer's use of the Platform or any other Services provided by HireVue under this Agreement is enjoined (collectively, the "Enjoined Services") by a court of competent jurisdiction, HireVue will, within thirty (30) days of the issuance of such injunction or order, at its own expense and at its option: (i) procure for Buyer the right to continue to receive the Enjoined Services, or (ii) if applicable, replace the Enjoined Services with non-infringing Services of materially equivalent function and performance, or (iii) modify the Enjoined Services so they become non-infringing but remain compliant with the requirements of this Agreement, or (iv) if alternatives (i), (ii) and (iii) are not reasonably available, issue a pro-rated refund to Buyer for fees paid to HireVue for the Enjoined Services.
- 13.5. EXCEPT FOR BREACH OF SECTION 15 (CONFIDENTIALITY), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, EXCEPT FOR BREACHES OF SECTION 7.4 (CONSENTS) OR SECTION 15 (CONFIDENTIALITY) AND INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13.1 OR 13.2 ABOVE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY (INCLUDING A PARTY'S AFFILIATES) UNDER THIS AGREEMENT EXCEED THE GREATER OF (1) AN AMOUNT EQUAL TO THE FEES PAID OR PAYABLE BY BUYER FOR THE SERVICE ORDER(S) THE CLAIMS ARE BASED ON OR (2) \$50,000. FOR CLARITY, A THIRD-PARTY SECURITY BREACH OF THE PLATFORM SHALL NOT BE CONSIDERED A BREACH BY HIREVUE OF SECTION 15 (CONFIDENTIALITY). SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO BUYER. BUYER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.
14. **Independent Contractors.** HireVue and Buyer are independent contractors, and nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, franchise, sales representative, or employment relationship

between the Parties. Neither Party is an agent or representative of the other nor is either Party authorized to, and shall not, make any warranties or representations or assume or create any other obligations on behalf of the other.

15. Confidentiality.

- 15.1. Each party (each a “Discloser”) agrees that, in the course of performing its obligations hereunder, either might provide to the other (the “Recipient”) or develop information identified as confidential or that reasonably could be construed as confidential (“Confidential Information”). HireVue’s Confidential Information shall include, but shall not be limited to, HireVue’s trade secrets, know-how, user manuals and screens, service development plans, service specifications, computer programs, marketing plans, financial data, and Buyer’s Confidential Information shall include, but shall not be limited to Buyer Data, billing information, software, and systems. During the Term of this Agreement and at all times thereafter, the Recipient and its employees and agents shall maintain the confidentiality of the Confidential Information and not sell, license, publish, display, distribute, disclose or otherwise make available the Confidential Information to any third party nor use such Confidential Information except, in either case, as authorized by this Agreement or in connection with the performance or enforcement of this Agreement. The Recipient shall not disclose any such Confidential Information to persons not an employee or agent of Recipient nor to its Affiliates without the prior written consent of the Discloser. Any misuse or breach hereof must be reported promptly. Nevertheless and notwithstanding the foregoing statement, each party will attempt to comply with legally executed subpoena served upon such party.
- 15.2. The non-use and non-disclosure obligations of this Section 15 shall not apply to any information that (a) was already known to the Recipient at the time of disclosure, (b) was already in the public domain at the time of disclosure, or (c) was received or developed by the Recipient independent of any information received from the Discloser. Recipient may disclose information pursuant to a request under applicable law. Unless prohibited by law, if the information requested is Discloser Confidential information, Recipient shall notify Discloser of the request and give Discloser a reasonable opportunity to establish that the Discloser Confidential Information is exempt from disclosure under one or more exemptions under applicable law.

16. Compliance with Laws.

- 16.1. The parties shall, in the performance of all obligations hereunder, fully comply with all applicable international, Federal, State and local laws, ordinances, treaties, rules, regulations, orders and policies applicable to or binding upon them.
- 16.2. HireVue, a U.S. company, must comply with the all applicable export control and trade and economic sanctions laws and regulations, including the U.S. Export Administration Regulations (“EAR”), 15 CFR Parts 730-799, and the economic sanctions regulations administered by the U.S. Treasury Department’s Office of Foreign Assets Controls (“OFAC”), 15 CFR Parts 500-599. Buyer and its Authorized Users agree not to use the Services in any manner that would cause HireVue to be in violation of the applicable sanctions and export laws and regulations. Buyer agrees not to use the Services in any comprehensively sanctioned destination (including Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine) and represents that it is not included on or covered by any applicable list of sanctioned persons, including the U.S. Treasury Department’s List of Specially Designated Nationals and Blocked Persons. Buyer further agrees not to use the Services for the benefit of or behalf of any sanctioned person or person in a comprehensively sanctioned country, or in any manner contrary to such export and sanctions laws and regulations. For further information on these restrictions, see <http://www.bis.doc.gov/> and <http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.
17. **Subcontracting.** Either party may use a third party service provider (a “Subcontractor”) in connection with activities contemplated by this Agreement. The party contracting with a Subcontractor must require that such Subcontractor (a) use information disclosed to or learned by such Subcontractor in connection with providing services solely for the purpose of providing or using the Services, and (b) is bound by an obligation of confidentiality no less protective than as set forth in this Agreement. Each party will be liable for the acts or omissions of its Subcontractors in connection with activities contemplated by this Agreement. HireVue shall maintain an up to date list of its at <https://www.hirevue.com/company/information/privacy-resources/approved-subcontractors>.
18. **Survival.** The provisions of this Agreement that are intended to survive termination or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement will survive termination or expiration
19. **Force Majeure.** Except for any obligation to pay amounts due, either Party hereto will be temporarily excused from performance hereunder, in whole or in part, for any period of time that the Party is prevented from performing its

obligations as a result of an act of God, governmental regulation or act, war, natural catastrophe, civil disobedience, court order, or other cause beyond the Party's reasonable control. Such non-performance will not constitute grounds for default.

20. Governing Law; Venue.

20.1. If Buyer is headquartered in North America this Agreement is made in accordance with and is governed and construed under the Laws of The State of New York, without reference to such state's conflicts of laws principles. Buyer consents to the sole jurisdiction and venue of the state or federal courts of New York, New York for actions related to the subject matter hereof, to the extent permitted pursuant to Section 20, and irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar ground. The United Nations Convention on Contracts for the International Sale of Goods or the Uniform Commercial Code or similar statutes shall not apply with respect to this Agreement.

20.2. If Buyer is headquartered in EMEA this Agreement is made in accordance with and is governed and construed under the Laws of Ireland. Buyer consents to the sole jurisdiction and venue of the Courts of Dublin, Ireland for actions related to the subject matter hereof, to the extent permitted pursuant to Section 20, and irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar ground. The United Nations Convention on Contracts for the International Sale of Goods or the Uniform Commercial Code or similar statutes shall not apply with respect to this Agreement.

20.3. If Buyer is headquartered in APAC this Agreement is made in accordance with and is governed and construed under the Laws of Australia. Buyer consents to the sole jurisdiction and venue of the Courts of New South Wales, Australia for actions related to the subject matter hereof, to the extent permitted pursuant to Section 20, and irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar ground. The United Nations Convention on Contracts for the International Sale of Goods or the Uniform Commercial Code or similar statutes shall not apply with respect to this Agreement.

21. **Legal Advice.** Buyer acknowledges and agrees that HireVue has not and will not provide Buyer with any legal advice and specifically HireVue has not given legal advice regarding Buyer's compliance with employment, data privacy, or other relevant laws, rules, or regulations in the jurisdictions in which Buyer uses the Services nor will Buyer construe any HireVue communications, templates, best practices or other similar documentation as legal advice.

22. **Acknowledgement.** Each Party acknowledges that it has read and understands this Agreement, expressly agrees the signatory hereto has full power and authority to execute this Agreement, and agrees to be bound by its terms and conditions. Further, it represents that it has consulted, or has had the opportunity to consult with its legal, tax, and financial advisors in connection with the execution and performance of the Agreement.

23. **Notice.** HireVue may give general notices applicable to all Buyers by means of a notice in the Platform or via an email to the designated Buyer account administrator. All legal or dispute-related notices will be sent by nationally recognized overnight courier, if to HireVue, attention Legal Department at 10876 South Riverfront Pkwy, Suite 500, South Jordan, UT 84095 with a copy via email to Contracts@HireVue.com, and if to Buyer, to Buyer's account representative and address set forth on the latest Service Order with a copy via email to the designated Buyer account administrator. The Parties shall update their address for notices in writing from time to time by submitting updated information in accordance with this Section 23.

24. **Entirety of Agreement.** The parties agree that this Agreement is the complete and exclusive statement of the agreement between the Parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the Parties relating to the subject matter of this Agreement. In no event will contractual terms inserted in a Buyer's purchase order be incorporated into or made a part of this Agreement.

25. **Updates and Modifications.** HIREVUE reserves the right at any time to modify this Agreement in HIREVUE's sole discretion without additional liability to BUYER. This Agreement, as amended, will be effective upon signing the Service Order for new users and effective for all existing users 15 days after the posting of any amended terms on the HireVue.com website. You agree to be bound by this Agreement, as modified. Please review the most current version of this Agreement from time to time, located at <https://www.hirevue.com/service-agreement> (or such successor URL as HIREVUE may provide), so that you will be apprised of any changes.

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) is effective as of the date executed and forms part of the Agreement between HireVue, Inc. (“**HireVue**”) and the entity entering the Master Service Agreement (“**Agreement**”) as a Buyer of HireVue Services (“**Buyer**”). This DPA is supplemental to the Agreement and sets out the roles and obligations that apply when HireVue processes Personal Data falling within the scope of the Data Protection Laws on behalf of Buyer in the course of providing the HireVue Services.

All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement.

1. Definitions

1.1 For the purposes of this DPA:

- (a) “**CCPA**” means the California Consumer Privacy Act.
- (b) “**Data Protection Laws**” means all applicable laws and regulations related to privacy and the handling of personal data under the Agreement including without limitation European Data Protection Law, CCPA, the Illinois Artificial Intelligence Video Interview Act, and UK Data Protection Law.
- (c) “**EEA**” means the European Economic Area.
- (d) “**European Data Protection Law**” means all EU and UK regulations or other legislation applicable (in whole or in part) to the processing of Personal Data (such as Regulation (EU) 2016/679 (the “**GDPR**”) and the GDPR as incorporated into UK law); the national laws of each EEA member state and the UK implementing any EU directive applicable (in whole or in part) to the processing of Personal Data (such as Directive 2002/58/EC); and any other national laws of each EEA member state and the UK applicable (in whole or in part) to the processing of Personal Data; as amended or superseded from time to time.
- (e) “**Agreement**” means the terms and conditions or other written or electronic agreement between HireVue and Buyer setting out the provision and use of the HireVue Services.
- (f) The terms “**Controller**”, “**Processor**”, “**Personal Data**”, “**processing**”, “**special categories of data**” and “**Data Subject**” have the meanings given to them in the Data Protection Laws.
- (g) “**Model Clauses**” means the agreement pursuant to the European Commission’s Implementing Decision of 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, and any replacement, amendment or restatement of the foregoing issued by the European Commission, the current form (as of execution of this DPA) of which is available at <https://www.hirevue.com/service-agreement> (or such successor URL as HIREVUE may provide).

2. Applicability of DPA

2.1 This DPA will apply to the extent that HireVue processes Personal Data falling within the scope of the Data Protection Laws on behalf of Buyer in the course of providing the HireVue Services. The details of the processing are further described in Appendix 1 hereto.

3. Roles and Responsibilities

3.1 Roles of the Parties. As between HireVue and Buyer, Buyer is the data Controller of the Personal Data that is provided to HireVue for processing under the Agreement and HireVue shall process the Personal Data as a data Processor on behalf of Buyer.

3.2 Buyer Processing of Personal Data. Buyer shall be responsible for:

- (a) Complying with all Data Protection Laws in respect of its use of the HireVue Services, its processing of the Personal Data, and any processing instructions it issues to HireVue;
- (b) Ensuring it has the right to transfer, or provide access to, the Personal Data to HireVue for processing pursuant to the Agreement and this DPA; and
- (c) Ensuring that it shall not disclose (nor permit any data subject to disclose) any special categories of data to HireVue for processing absent HireVue’s express written request to do so.

3.3 HireVue’s processing of Personal Data. HireVue shall process the Personal Data only for the purposes described in the Agreement and in accordance with the lawful, documented instructions of Buyer (including the instructions of

any users accessing the HireVue Services on Buyer's behalf) as set out in the Agreement, this DPA or otherwise in writing.

4. Security

4.1 Security. HireVue shall implement appropriate technical and organisational measures to protect the Personal Data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (a “**Security Incident**”).

4.2 Confidentiality obligations. HireVue shall ensure that any personnel that it authorizes to process the Personal Data shall be subject to a duty of confidentiality.

4.3 Security Incidents. Upon becoming aware of a Security Incident, HireVue shall notify Buyer without undue delay and shall provide reasonable information and cooperation to Buyer so that Buyer can fulfil any data breach reporting obligations it may have under the European Data Protection Law. HireVue shall further take such reasonably necessary measures or actions to minimize the impact of the Security Incident and shall keep Buyer informed of all material developments in connection with the Security Incident.

5. Sub-processing

5.1 Sub-processors. Buyer agrees that HireVue may engage HireVue affiliates and third party sub-processors (“**Sub-processors**”) to process Personal Data on HireVue's behalf provided that:

- (a) HireVue shall maintain an up to date list of Sub-processors at <https://www.hirevue.com/company/information/privacy-resources/approved-subcontractors> which it shall update with details of any change in Sub-processors at least ten [10] days prior to any such change and shall notify Buyer in advance of such change via Buyer’s subscription to such URL;
- (b) HireVue imposes on such Sub-processors data protection terms that require it to protect the Personal Data to the standard required by applicable data protection laws; and
- (c) HireVue remains liable for any breach of the DPA caused by a Sub-processor.

5.2 Objection to Sub-processors. Buyer may object prior to HireVue's appointment or replacement of a Sub-processor provided such objection is based on reasonable grounds relating to data protection. In such event, the parties shall cooperate in good faith to reach a resolution and if such resolution cannot be reached, then HireVue, at its discretion, will either not appoint or replace the Sub-processor; if neither of the foregoing are feasible, then Buyer may suspend provision of Personal Data to HireVue).

6. International Transfers

6.1 HireVue may process Personal Data originating from the EEA or the United Kingdom (UK) in the United States and to other jurisdictions where its Affiliates and its subprocessor’s have operations. All data transfers and processing of Personal Data originating from the EEA or the UK shall be made in compliance with the Model Clauses available at <https://www.hirevue.com/service-agreement>.

6.2 For the purposes of the descriptions in the Model Clauses: (i) HireVue agrees that it is the “data importer” and Buyer is the “data exporter”; (ii) Appendix 1- Details of Processing and Appendix 2 – Information Security Policy of this DPA shall form Annex I and Annex II of the Model Clauses, respectively; (iii) Annex III of the Model Clauses shall be subject to General Authorization; and (iv) The Model Clauses shall be governed by the laws of Ireland. It is not the intention of either party, nor the effect of this DPA, to contradict or restrict any of the provisions set forth in the Model Clauses. Accordingly, if and to the extent the Model Clauses conflict with any provision of this DPA, the Model Clauses shall prevail to the extent of such conflict. To the extent Buyer adopts an alternative data transfer mechanism (including any new version or replacement to the Model Clauses adopted pursuant to Data Protection Laws) for the transfer of Personal Data (“**Alternative Transfer Mechanism**”), the Alternative Transfer Mechanism shall upon notice to HireVue apply instead (but only to the extent such Alternative Transfer Mechanism complies with Data Protection Law and extends to the territories to which Personal Data is transferred).

7. Cooperation

7.1 End User rights. HireVue shall provide reasonable assistance to Buyer, insofar as this is possible, to enable Buyer to respond to requests from End Users seeking to exercise their rights under the Data Protection Laws. In the event such request is made directly to HireVue, HireVue shall promptly inform Buyer of the same.

- 7.2 Data protection impact assessments. HireVue shall, taking into account the nature of the processing and the information available to it, provide reasonable assistance needed to fulfil Buyer's obligation under the European Data Protection Law to carry out data protection impact assessments and prior consultations with supervisory authorities.
- 7.3 Security and audits. HireVue shall regularly, and no less than annually, undergo third party audits against ISO 27001 and SSAE 16 SOC 2 standards for its Services. . Upon written request, HireVue shall provide available a summary copy of its most recent audit report(s) to Buyer. Disclosure of any such audit report shall be subject to HireVue's confidentiality terms. HireVue does not currently have third party audits available for its Hiring Assistant Services, but shall provide such third party audit reports, upon written request, when available.
- 7.3.1 While it is the parties' intention ordinarily to rely on the provision of the security reports and information at 7.3 above to verify HireVue's compliance with this DPA, HireVue shall permit Buyer (or its appointed third-party auditors) to carry out an audit of its processing of Personal Data under the Agreement following a Security Incident suffered by HireVue, or upon the lawful instruction of a data protection authority. Buyer must give HireVue reasonable prior notice of such intention to audit, conduct its audit during normal business hours, take all reasonable measures to prevent unnecessary disruption to HireVue's operations and be subject to HireVue's standard confidentiality and security terms.
- 8. Law Enforcement Request**
- 8.1 If HireVue becomes aware that any law enforcement, regulatory, judicial or governmental authority (an “**Authority**”) wishes to obtain access to or a copy of some or all Personal Data, whether on a voluntary or a mandatory basis, then unless legally prohibited as part of a mandatory legal compulsion that requires disclosure of Personal Data to such Authority, HireVue shall: (1) immediately notify Buyer of such Authority’s data access request; (2) inform the Authority that any and all requests or demands for access to Personal Data should be notified to or served upon Buyer in writing; and (3) not provide the Authority with access to Personal Data unless and until authorized by Buyer. In the event HireVue is under a legal prohibition or a mandatory legal compulsion that prevents it from complying with (1)-(3) in full, HireVue shall use reasonable and lawful efforts to challenge such prohibition or compulsion (and Buyer acknowledges that such challenge may not always be reasonable or possible in light of the nature, scope, context and purposes of the intended Authority access request). If HireVue makes a disclosure of Data to an Authority (whether with Buyer’s authorization or due to a mandatory legal compulsion) HireVue shall only disclose such Personal Data to the extent HireVue is legally required to do so and in accordance with applicable lawful process.
- 8.2 Clause 8.1 shall not apply in the event that, taking into account the nature, scope, context and purposes of the intended Authority’s access to the Personal Data, HireVue has a reasonable and good-faith belief that urgent access is necessary to prevent an imminent risk of serious harm to any individual. In such event, HireVue shall notify Buyer as soon as possible following such Authority’s access and provide Buyer with full details of the same, unless and to the extent HireVue is legally prohibited from doing so.
- 8.3 HireVue shall not knowingly disclose Personal Data to an Authority in a massive, disproportionate and indiscriminate manner that goes beyond what is necessary in a democratic society. HireVue shall have in place, maintain and comply with a policy governing Personal Data access requests from Authorities which at minimum prohibits: (1) massive, disproportionate or indiscriminate disclosure of Personal Data relating to data subjects in the EEA and the United Kingdom; and (2) disclosure of Personal Data relating to data subjects in the EEA and the United Kingdom to an Authority without a subpoena, warrant, writ, decree, summons or other legally binding order that compels disclosure of such Personal Data.
- 8.4 HireVue shall have in place and maintain in accordance with good industry practice measures to protect Personal Data from interception. This includes having in place and maintaining network protection to deny attackers the ability to intercept data and encryption of Personal Data whilst in transit to deny attackers the ability to read Personal Data.
- 9. Return/Deletion of Data**
- 9.1 Return or deletion of Personal Data. Upon termination or expiry of the Agreement, HireVue shall delete or return to Buyer the Personal Data (including copies) in HireVue's possession in accordance with the terms of the Agreement.

This requirement shall not apply to the extent that HireVue is required by applicable law to retain some or all of the Personal Data or to Personal Data archived on backup systems.

10. Miscellaneous

- 10.1 Except as amended by this DPA, the Agreement will remain in full force and effect.
- 10.2 Any claims brought under this DPA shall be subject to the Agreement, including but not limited to the exclusions and limitations of liability set forth in the Agreement.
- 10.3 If there is a conflict between this DPA and the Agreement, the DPA will control.

Appendix 1 – Details of Processing

Data exporter: Buyer

Data importer: HireVue

Purpose of Processing

The provision of Services under the Master Services Agreement

Data subjects

Job Candidates, Employees of Organizations

Categories of data

Name, email address, video interview recording, IP address and, if applicable, resume data

In addition, for Hiring Assistant Services only: telephone number

Special categories of data (if appropriate)

Not applicable

Processing operations

The personal data transferred will be subject to the following basic processing activities as applicable in the provision of the Services:

Emailing invitations to complete video interviews, scheduling video interviews, capturing, storing and providing web access to video interviews, creating analytical data and assessments from video interviews.

In addition, for Hiring Assistant Services only: interactions via chatbot or WhatsApp with job candidates and employees in connection with applying, scheduling, screening, hiring and onboarding job candidates

Appendix 2 – Information Security Policy

1. Information Security Policies and Standards

The Data Importer will implement security requirements for staff and all subcontractors, Service Providers, or agents who have access to Personal Data. These are designed to:

- Prevent unauthorized persons from gaining access to Personal Data processing systems (physical access control);
- Prevent Personal Data processing systems being used without authorization (logical access control);
- Ensure that persons entitled to use a Personal Data processing system gain access only to such Personal Data as they are entitled to access in accordance with their access rights and that, in the course of Processing or use and after storage, Personal Data cannot be read, copied, modified or deleted without authorization (data access control);
- Ensure that Personal Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage, and that the target entities for any transfer of Personal Data by means of data transmission facilities can be established and verified (data transfer control);
- Ensure that Personal Data are Processed solely in accordance with the Instructions (control of instructions); and
- Ensure that Personal Data are protected against accidental destruction or loss (availability control).

These rules are kept up to date, and revised whenever relevant changes are made to the information system that uses or houses Personal Data, or to how that system is organized.

2. Physical Security

The Data Importer will maintain commercially reasonable security systems at all Data Importer sites at which an information system that uses or houses Personal Data is located. The Data Importer reasonably restricts access to such Personal Data appropriately.

Physical access control has been implemented for all data centers. Unauthorized access is prohibited 24x7 through onsite staff and security camera monitoring. Data Centre physical security is audited by an independent firm.

Surveillance cameras are installed and an appropriate level of monitoring is implemented.

3. Organizational Security

When media are to be disposed of or reused, procedures have been implemented to prevent any subsequent retrieval of any Personal Data stored on them before they are withdrawn from the inventory. When media are to leave the premises at which the files are located as a result of maintenance operations, procedures have been implemented to prevent undue retrieval of Personal Data stored on them.

Data Importer implemented security policies and procedures to classify sensitive information assets, clarify security responsibilities and promote awareness for employees.

All Personal Data security incidents are managed in accordance with appropriate incident response procedures.

All sensitive data transmitted by Service Provider are encrypted while in transit and when stored on Data Importer information systems.

4. Network Security

The Data Importer maintains network security using commercially available measures and industry standard techniques, including intrusion detection systems and access control lists.

5. Access Control

Only authorized staff can grant, modify or revoke access to an information system that uses or houses Personal Data.

User administration procedures define user roles and their privileges, how access is granted, changed and terminated; addresses appropriate segregation of duties; and defines the logging/monitoring requirements and mechanisms.

All employees of the Data Importer are assigned unique user IDs.

Access rights are implemented adhering to a “least privilege” based approach.

The Data Importer implements commercially reasonable security measures to create and protect passwords.

6. Virus and Malware Controls

The Data Importer installs and maintains appropriate anti-virus and malware protection software on the system.

7. Personnel

The Data Importer implements a security awareness program to train personnel about their security obligations. This program includes training about security practices and security incident reporting.

Service Provider has clearly defined roles and responsibilities for the employees. Screening is implemented before employment with terms and conditions of employment applied appropriately.

8. Disaster Recovery

The Data Importer implements appropriate disaster recovery and business resumption plans. Data Importer reviews both business continuity plan and risk assessment regularly. Business continuity plans are being tested and updated regularly to ensure that they are up to date and effective.