

RECRUITALLIANCE, INC.

END-USER LICENSE AGREEMENT

This End-User License Agreement (hereinafter referred to as the "**EULA**"), which is entered into on the **Effective Date** (defined below), constitutes a legally binding agreement governing the contractual relationship between:

- **RecruitAlliance, Inc.**, a company governed by the laws of the State of Florida (USA), having its registered office located at 2336 SE Ocean Blvd., #158, Stuart, Florida, USA (hereinafter referred to as "**Company**"),

and

- each Employer or Recruiter (as defined under the respective Business-to-Business Software-as-a-Service Master Services Agreement) and authorized user(s) (hereinafter referred to together as "**you**" and "**your**").

You and Company shall also hereinafter be referred to together as the "**Parties**" and individually as a "**Party**".

This EULA governs your access to and use of Company's web-based software-as-a-service (SaaS) global vendor management platform, located at <https://www.recruitalliance.com/> ("**SaaS Platform**") and available to you on a subscription basis.

You acknowledge that this EULA includes, incorporates and is subject to the terms and conditions of Company's Business-to-Business Software-as-a-Service Master Services Agreement for Employers or Business-to-Business Software-as-a-Service Master Services Agreement for Recruiters, whichever is applicable. As such, all defined terms in the Business-to-Business Software-as-a-Service Master Services Agreement for Employers or in the Business-to-Business Software-as-a-Service Master Services Agreement for Recruiters (whichever is applicable) shall have the same meaning under this EULA.

1. ACCEPTANCE OF THIS EULA

PLEASE READ THIS EULA CAREFULLY: BY USING THE SAAS PLATFORM, YOU ACKNOWLEDGE AND AGREE THAT YOU: (I) HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS EULA; (II) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY AND CAPACITY TO BE BOUND BY THIS EULA; (III) ARE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA IN A MANNER WHICH IS LEGALLY EQUIVALENT TO YOUR HANDWRITTEN SIGNATURE, (IV) WILL BECOME LEGALLY BOUND BY ALL ENFORCEABLE TERMS AND CONDITIONS CONTAINED IN THIS EULA AND IN THE BUSINESS-TO-BUSINESS SOFTWARE-AS-A-SERVICE MASTER SERVICES AGREEMENT FOR EMPLOYERS OR BUSINESS-TO-BUSINESS SOFTWARE-AS-A-SERVICE MASTER SERVICES AGREEMENT FOR RECRUITERS (WHICHEVER IS APPLICABLE) AND/OR IN ANY OTHER DOCUMENTS AND POLICIES THAT ARE INCORPORATED HEREIN BY REFERENCE.

This EULA shall come into force on the date upon which you accepted the terms and conditions of the Business-to-Business Software-as-a-Service Master Services Agreement for Employers or the Business-to-Business Software-as-a-Service Master Services Agreement for Recruiters whichever is applicable ("**Effective Date**") and will remain in full force and effect in accordance with the terms provided herein, unless terminated earlier by the Parties.

If you are accepting the terms of this EULA on behalf of another person or legal entity, you represent and warrant that you have the right, authority and capacity to bind that person or legal entity under this EULA.

If you do not agree with any or all of the terms of this EULA, or if you do not have the necessary authority, you shall (i) not be authorized to access and/or use the SaaS Platform for any purpose, (ii) refrain from accessing and/or using the SaaS Platform immediately, and (iii) promptly unsubscribe from your access and/or use of the SaaS Platform.

2. SAAS PLATFORM LICENSE GRANT

- 2.1. The SaaS Platform (including but not limited to any images, photographs, videos, audio, text and applets incorporated into the SaaS Platform) is owned by Company and its third party licensors (if any), and the SaaS Platform's structure, organization and code are the valuable trade secrets of the Company and its third party licensors (if any). As such, the SaaS Platform is protected by copyright and other intellectual property laws and international treaties. Except as expressly set forth in this EULA, Company does not grant you with any intellectual property rights in the SaaS Platform and you agree to not use the SaaS Platform except as specified herein. You acknowledge that the SaaS Platform is licensed to you and not sold.
- 2.2. Within the scope of your selected Subscription Plan and subject to the terms and conditions of this EULA and the Business-to-Business Software-as-a-Service Master Services Agreement for Employers or the Business-to-Business Software-as-a-Service Master Services Agreement for Recruiters (whichever is applicable), and particularly to the limitations and restrictions set out under Section 4 (Limitations and Restrictions) of this EULA, Company grants you a non-exclusive, non-transferable, non-sublicensable, revocable and limited license to access and use the SaaS Platform solely for your internal business purposes.
- 2.3. Your license to access and use the SaaS Platform will be activated by Company (i) upon receipt by Company of your Subscription Plan Fee payment, or (ii) once you subscribed to a free or paid Subscription Plan. Moreover, the license granted to you by Company shall be in accordance with the features of your selected Subscription Plan including but not limited to (i) the type(s) of license and number of licenses you are granted, (ii) the Services you have subscribed to, and (iii) the number of users who are granted with access to the SaaS Platform.
- 2.4. The SaaS Platform is licensed to you by Company under a Subscription License (defined below) in accordance with the following terms and conditions:

Provided that you have paid the applicable Subscription Plan Fee or if you subscribed to a free or paid Subscription Plan, a license for your access to and use of the SaaS Platform may be granted by Company to you on a subscription basis for a specific duration as per your selected Subscription Plan ("**Subscription License**"). Under a Subscription License, Company shall provide you with a worldwide, non-exclusive, non-transferable, non-sublicensable, revocable and limited right to access and use the SaaS Platform, for the Subscription Term and subject to Section 13 (Term and Termination) of this EULA. You acknowledge and agree that your right to use the SaaS Platform under a Subscription License shall terminate should Company cease to make a particular Service available. In the event that you request the cancellation of your selected Subscription Plan, such Subscription Plan will be cancelled in accordance with Section 14.3 of the Business-to-Business Software-as-a-Service Master Services Agreement for Employers or of the Business-to-Business Software-as-a-Service Master Services Agreement for Recruiters (whichever is applicable).

3. ACCESS AND USE OF THE SAAS PLATFORM

- 3.1. You acknowledge, understand and agree that the SaaS Platform shall be (i) provided to you hereunder as a cloud service, and (ii) hosted by Company and/or Company's third party service providers.
- 3.2. **Access.** You acknowledge and agree that you must have/own at your own expense the applicable and necessary equipment, Internet connection and/or data service plan to access and use the SaaS Platform. You shall be solely responsible for any and all costs you incur to access and use the SaaS Platform from the cloud. The access to and/or use of the SaaS Platform may be prohibited or restricted by your network provider or may not function with your network provider. Company makes no representation that the SaaS Platform is appropriate, suitable and/or available for use in any particular location.
- 3.3. **Monitoring and Compliance.** Company reserves the right to monitor and gather information on your use of the SaaS Platform to ensure compliance with the (i) terms and conditions of this EULA, and (ii) Subscription License granted to you by Company under this EULA.
- 3.4. The following shall constitute a material breach by you of this EULA:
 - (i) transaction volumes, storage volumes or the number of users accessing the SaaS Platform exceeds, for any three (3) months in a twelve (12) month period, the transaction volumes or capacity, respectively, licensed to you by Company; or
 - (ii) any other unauthorized use of the SaaS Platform is discovered by Company.
- 3.5. Except for the limited privileges granted under this EULA, or otherwise permitted by applicable law, no part of the SaaS Platform or Services may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without the express prior written consent of Company.

4. LIMITATIONS AND RESTRICTIONS

- 4.1. Except as expressly set forth in this EULA, you agree that you will not and are not permitted to:
 - (i) use the SaaS Platform in any unlawful manner, or for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the SaaS Platform, Service or any operating system;
 - (ii) unbundle, transfer, sublicense, or assign your rights under this EULA to any other person or entity;
 - (iii) modify, adapt, copy or create derivative works of the SaaS Platform;
 - (iv) reverse-engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the SaaS Platform;
 - (v) use the SaaS Platform in violation of the terms and conditions of this EULA and the Business-to-Business Software-as-a-Service Master Services Agreement for Employers or the Business-to-Business Software-as-a-Service Master Services Agreement for Recruiters (whichever is applicable);
 - (vi) infringe upon any of Company's intellectual property rights or upon any third party's intellectual property right in relation to the SaaS Platform;

- (vii) remove, delete, hide, move or alter any proprietary notices, labels, logos, icons, images, text or marks on the SaaS Platform;
- (viii) sell, rent, lease, record, license, sublicense, share, distribute, publicly communicate, transfer or exploit in any other manner the SaaS Platform;
- (ix) make copies, publish, or reproduce the SaaS Platform;
- (x) alter or modify the SaaS Platform;
- (xi) transmit any material that is defamatory, offensive, or otherwise objectionable in relation to your use of the SaaS Platform and Services;
- (xii) transmit viruses, malware, malicious or destructive code, or any other prohibited items, into the SaaS Platform. Such prohibited items include: any routine (sequence of code that is intended to be called and used repeatedly when executing a computer program), device, or other undisclosed malicious programs (e.g. time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse, or trap, back door or software routine) that is either (a) designed to delete, disable, deactivate, interfere with, or otherwise harm any software, program, data, device, system, or service; or (b) intended to provide unauthorized access or produce unauthorized modifications;
- (xiii) use any robot, spider, data scraping or extraction tool, or similar mechanism in the SaaS Platform;
- (xiv) use the SaaS Platform for phishing/scamming or other malicious purposes;
- (xv) access, use, or otherwise exploit the SaaS Platform (including, but not limited to, by benchmarking, monitoring availability, performance and functionality, or conducting competitive analysis) for the purpose of competing with or disparaging Company or its SaaS Platform;
- (xvi) access or use portions of the SaaS Platform that Company has not authorized you to access or use; and/or
- (xvii) reject, avoid, elude, remove, deactivate, or evade, in any way, any security mechanism put in place by Company to protect the SaaS Platform.

4.2. **Export Laws.** You acknowledge and agree that this EULA and your use of the SaaS Platform shall be subject to the United States export laws and regulations, and any other applicable jurisdiction(s). As such, you shall not remove or export from the United States or allow the export or re-export of the SaaS Platform by any third party, in violation of any export restrictions, laws or regulations of the United States of America or any other foreign agency or authority. For the avoidance of doubt, you shall be solely and exclusively responsible for complying with any applicable export control laws and economic sanctions relating to your business, facilities, and the provision of services to third parties, whilst using the SaaS Platform; and obtaining any needed authorization for export.

5. SUBSCRIPTION PLAN FEES

- 5.1. Company makes the SaaS Platform available to you on a recurring subscription basis. Under your selected Subscription Plan, subject to the Business-to-Business Software-as-a-Service Master Services Agreement for Employers or the Business-to-Business Software-as-a-Service Master Services Agreement for Recruiters (whichever is applicable), you may access and use the SaaS Platform.
- 5.2. If applicable, you agree to pay the Subscription Plan Fee on the due date using a verified payment method, including credit or debit card, and as specified by Company. Should you fail to pay any applicable Subscription Plan Fee, such failure may result in the immediate termination by Company of your Subscription License, this EULA, and the Business-to-Business Software-as-a-Service Master Services Agreement for Employers or the Business-to-Business Software-as-a-Service Master Services Agreement for Recruiters (whichever is applicable).

- 5.3. By subscribing to the SaaS Platform, you agree to Company charging your payment method with the applicable Subscription Plan Fee (if any) for each Billing Cycle on the specific billing date. You acknowledge and understand that the paid Subscription Plan Fees are strictly non-refundable.
- 5.4. Company reserves the right to modify the Subscription Plan Fees at any time in its sole discretion. Any Subscription Plan Fee change will become effective at the end of the then-current Billing Cycle. Company shall provide you with reasonable prior notice of at least thirty (30) calendar days prior to effectively implementing any change in Subscription Plan Fees in order to give you the opportunity to cancel (in accordance with Section 14 of the Business-to-Business Software-as-a-Service Master Services Agreement for Employers or of the Business-to-Business Software-as-a-Service Master Services Agreement for Recruiters, whichever is applicable) your Subscription Plan and/or terminate this EULA before such change becomes effective. The Subscription Plan Fees shall be exclusive of any applicable federal or state sales or use taxes. You shall be solely responsible to bear, remit, and pay any and all taxes, which shall include but not be limited to sales, use, value-added, or other similar taxes in connection with your access to and use of the SaaS Platform.

6. UPDATES TO SAAS PLATFORM AND SUPPORT SERVICES

- 6.1. Company may from time to time in its sole discretion develop and publish updates for the SaaS Platform which may include upgrades, bug fixes, patches and other error corrections and/or new features and functionalities (collectively "**Update(s)**"). Updates may also modify or delete in their entirety certain features and/or functionalities of the SaaS Platform. You acknowledge and agree that Company has no obligation to you whatsoever (i) regarding the provision to you of any Updates, or (ii) to continue to provide you with any particular features or functionality of the SaaS Platform.
- 6.2. You agree that all Updates shall be deemed an integral part of the SaaS Platform once published by Company and therefore shall be subject to all the terms and conditions contained in this EULA.
- 6.3. You acknowledge that Updates shall be provided to you by Company for free, automatically and on a rolling basis.
- 6.4. **Support Services.** Company will provide you with reasonable Support Services, via (i) telephone and chatbot between Monday to Friday from 08h00am to 17h00pm EST, and (ii) ticketing system, email and knowledge base, twenty-four hours a day seven days a week (24/7), in order to address any queries, concerns, or technical issues you may have pertaining to the SaaS Platform as well as to any payment/account issue.
- 6.5. You acknowledge and understand that the SaaS Platform, Services and Support Services shall be provided to you by Company providing that all Subscription Plan Fees due by you to Company, have been settled/paid in full.

7. COMPANY'S INTELLECTUAL PROPERTY RIGHTS IN THE SAAS PLATFORM

- 7.1. All content, trademarks, logos and names, data, software, or information contained in any materials, or documents used by Company in relation to the SaaS Platform, including, but not limited to, any and all copyrighted works, databases, text, tools, software, technology, algorithms, graphics, icons, designs, logos, hyperlinks, domain names, codes, and agreements ("**Materials**"), are the sole and exclusive property of or are licensed to Company and as such all Updates and modifications to the SaaS

Platform will vest in Company or Company's licensors. You may not reproduce, distribute or copy the Materials by any means, whether electronically or not, without Company's prior written permission.

- 7.2. Any and all intellectual property rights in the Materials, SaaS Platform, including all patents, rights in inventions, rights in designs, trademarks, trade and business names and all associated goodwill, rights to sue for passing off or for unlawful competition, copyright, moral rights and related rights, rights in databases, topography rights, domain names, rights in information (including know how and trade secrets) and all other similar or equivalent rights existing in the Materials and SaaS Platform, now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term ("**Company's Intellectual Property Right(s)**"), vest solely and exclusively in Company, its group affiliates (if any), licensors or vendors, as the case may be. All rights not expressly granted by Company to you are reserved by Company. Save as expressly set out under this EULA, you shall not acquire any right, title or interest in Company's Intellectual Property Rights.
- 7.3. You acknowledge that you have no right to have access to the SaaS Platform in source-code form.

8. CONFIDENTIAL INFORMATION

- 8.1. You acknowledge and agree that the SaaS Platform incorporates confidential and proprietary information developed/acquired by or licensed to Company including, but not limited to, technical and non-technical data, formulas, patterns, compilations, source codes, digital files, features, Updates, releases, enhancements, bug fixes, workarounds, patches, devices, methods, techniques, drawings and processes in connection with the SaaS Platform, which constitutes the valuable intellectual property of Company and its licensors ("**Confidential Information**").
- 8.2. You agree that all Confidential Information provided to you by Company under this EULA is to be held by you in confidence, and shall not be disclosed except as permitted by the terms of this EULA.
- 8.3. Where Confidential Information is disclosed by you, to the extent required by law, this shall not be considered a breach of this EULA, provided you promptly provide (i) Company with prior written notice of such compelled disclosure (to the extent legally permitted); and (ii) your reasonable assistance and cooperation to Company, at Company's expense, if Company wishes to contest the disclosure of its Confidential Information.

9. PRIVACY AND DATA PROTECTION

- 9.1. Company is committed to protecting your privacy. As such, the provisions of Company's Privacy Policy, available at <https://www.termsfeed.com/privacy-policy/6ddf5a2094f1c6dba9f33b22d1521682>, will govern the manner in which your personal information is collected, processed, used and stored by Company in relation to your access to and use of the SaaS Platform.
- 9.2. Company assumes no responsibility for the deletion of data, loss of data, or the failure to store data. Company shall not have any obligation to monitor the use of the data transmitted or stored through the SaaS Platform. Company reserves the right, consistent with Company's Privacy Policy and/or other applicable data protection requirements, and if mandated by applicable law, regulation, legal process, or

governmental order, to disclose user data or other information, but only to the extent required to comply with those laws, regulations, or orders. Unless prohibited by law or other order, Company shall (i) provide reasonable notice of any such required or requested disclosure to you, and (ii) reasonably cooperate with you to limit such disclosure to the extent allowed by law.

- 9.3. All data you enter into the SaaS Platform shall be owned solely by you.
- 9.4. You represent and warrant that you have obtained all the necessary rights, releases, authorizations and permissions to provide your data to Company, and the transfer and use of your data by Company. You further warrant that (i) the transfer of your data to Company does not violate any laws, third party rights, including any intellectual property rights, rights of privacy, or rights of publicity, and (ii) any use, collection and disclosure of your data as authorized under this EULA is not inconsistent with the terms of any applicable privacy policies. You acknowledge and agree that Company shall not be responsible for any deletion, corruption, failure to store or loss of any your data if such deletion, corruption, failure to store or loss is due to an act or omission by you, your employee(s), contractor(s), agent(s), any authorized user or any other third party.
- 9.5. You hereby grant Company with a limited license to copy, transmit, store and back-up or otherwise access your data, as applicable, solely for the following purposes:
 - (i) to provide the SaaS Platform to you (including to enable you and your authorized users to access and use the Services);
 - (ii) to diagnose problems with the SaaS Platform;
 - (iii) to enhance and otherwise modify the SaaS Platform;
 - (iv) for Company's administrative, support and training purposes;
 - (v) to develop other products and services, provided Company de-identifies your data; and
 - (vi) as reasonably required to perform Company's obligations under this EULA.
- 9.6. Personal information, usernames, passwords and prompts exchanged through the SaaS Platform are protected and secured by advanced encryption techniques. However, you acknowledge, understand and agree that keeping your personal information, username(s) and password(s) secure from disclosure also requires your responsible behavior in protecting such data. As such, you shall assume the entire responsibility at all times for the supervision, management, control and confidentiality of your data and assume the entire risk for the fraudulent or unauthorized use of your data. You understand that failure to protect your data may allow an unauthorized third party to use your personal information/identity to access the SaaS Platform under your name/profile/account.

10. LIMITATION OF LIABILITY

- 10.1. YOU AGREE THAT YOUR USE OF THE SAAS PLATFORM IS AT YOUR OWN RISK. IN NO EVENT, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL COMPANY OR ITS LICENSORS, PARTNERS, OR VENDORS BE LIABLE TO YOU OR ANY THIRD PARTIES UNDER THIS EULA FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, COSTS, LOSSES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OR INTERRUPTION OF USE, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, DAMAGE TO NETWORKS, EQUIPMENT, OR HARDWARE, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY) ARISING FROM OR IN ANY WAY CONNECTED WITH (I) THIS EULA; AND/OR (II) THE SAAS PLATFORM.

- 10.2. REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY TO YOU UNDER THIS EULA EXCEED THE SUBSCRIPTION PLAN FEE PAID BY YOU, IN THE PRECEDING TWELVE (12) MONTHS PRIOR TO THE COMMENCEMENT OF A CLAIM, MINUS ANY AMOUNTS PAID BY THE LIABLE PARTY DURING THAT SAME PERIOD FOR ANY PRIOR LIABILITY, EVEN IF COMPANY HAS BEEN ADVISED OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 10.3. YOU ACKNOWLEDGE THAT EXCEPT AS SET FORTH HEREIN, NO PROMISE, REPRESENTATION, WARRANTY OR UNDERTAKING HAS BEEN MADE BY COMPANY TO YOU OR TO ANY PERSON ON YOUR BEHALF AS TO THE PROFITABILITY OR ANY OTHER CONSEQUENCES OR BENEFITS TO BE OBTAINED FROM THE USE OF THE SAAS PLATFORM. YOU HAVE RELIED SOLELY UPON YOUR OWN SKILL AND JUDGMENT IN ACCESSING AND USING THE SAAS PLATFORM.

11. INDEMNIFICATION

- 11.1. You agree to indemnify and hold Company harmless from and against any liability, demand, damages, cost, or expense arising from any third-party claim based on: (i) your violation of the terms of this EULA; (ii) your use or misuse of the SaaS Platform; (iii) your access to the SaaS Platform; and/or (iv) your infringement of any third party's intellectual property rights.
- 11.2. Company shall indemnify and hold you harmless from and against any liability or expense arising from a third-party claim (i) resulting from any breach by Company of its obligations under this EULA; (ii) arising from the SaaS Platform violating or infringing upon any applicable law or any right of any third party (including any copyright, trademark right, moral right, patent right and other intellectual property rights, statutory or otherwise); and/or (iii) based on Company's infringement of any third party's intellectual property rights.
- 11.3. In the event of a claim subject to indemnification hereunder, the indemnified Party shall: (i) promptly notify the indemnifying Party of the claim, (ii) provide the indemnifying Party with reasonable cooperation and assistance, at the indemnifying Party's expense, to defend such claim; and (iii) allow the indemnifying Party the opportunity to assume the control of the defense and settlement of such claim. The indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim. The indemnifying Party must obtain the prior written approval from a duly authorized signatory of the indemnified Party prior to entering into any settlement affecting the indemnified Party's rights.

12. DISCLAIMER OF WARRANTIES

- 12.1. Your use of the SaaS Platform is at your sole risk. The SaaS Platform is provided and licensed to you on an "as is" and "as available" basis with all faults, defects, bugs, and errors.
- 12.2. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WITH REGARD TO YOUR USE OF THE SAAS PLATFORM WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT QUIET

ENJOYMENT OR INTEGRATION. SUCH EXCLUSIONS OF IMPLIED WARRANTIES APPLY WITHIN THE EXTENT PERMITTED BY LAW.

- 12.3. COMPANY AND/OR ITS RESPECTIVE AFFILIATES (IF ANY), LICENSORS AND VENDORS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, ACCURACY, RELIABILITY OR COMPLETENESS OF (i) THE INFORMATION CONTAINED IN THE SAAS PLATFORM, AND (ii) GRAPHICS PUBLISHED ON THE SAAS PLATFORM FOR ANY PURPOSE. COMPANY AND/OR ITS RESPECTIVE AFFILIATES (IF ANY) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE INFORMATION CONTAINED IN THE SAAS PLATFORM, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
- 12.4. YOU ACKNOWLEDGE THAT THE INFORMATION AND RELATED GRAPHICS PUBLISHED ON THE SAAS PLATFORM COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS AND CHANGES.
- 12.5. NEITHER COMPANY NOR ITS AFFILIATES (IF ANY), LICENSORS AND VENDORS MAKE ANY REPRESENTATION, WARRANTY OR GUARANTEE THAT THE INFORMATION THAT MAY BE AVAILABLE ON THE SAAS PLATFORM IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE ELEMENTS OR THAT ARE INTENDED TO DAMAGE, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE YOUR COMPUTER SYSTEM, DATA OR PERSONAL INFORMATION.
- 12.6. COMPANY MAKES NO WARRANTY THAT (I) THE SAAS PLATFORM WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR BE COMPATIBLE WITH YOUR SYSTEM(S) AND/OR DEVICE(S) (II) THAT YOUR ACCESS TO OR USE OF THE SAAS PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, (III) THAT ANY DEFECTS IN THE SAAS PLATFORM WILL BE CORRECTED, OR (IV) THAT THE SAAS PLATFORM OR ANY SERVER THROUGH WHICH YOU ACCESS THE SAAS PLATFORM IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.
- 12.7. ANY FILE UPLOADED AND/OR DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SAAS PLATFORM IS ACCESSED AT YOUR OWN RISK, AND YOU WILL BE SOLELY LIABLE FOR ANY (I) DAMAGE CAUSED BY ANY SUCH FILE TO YOUR SYSTEM(S) ,OR (II) LOSS OF YOUR DATA.
- 12.8. FOR THE AVOIDANCE OF DOUBT, ANY AND ALL RISK ARISING FROM YOUR USE OF THE SAAS PLATFORM SHALL REMAIN SOLELY WITH YOU.
- 12.9. YOU ACKNOWLEDGE AND UNDERSTAND THAT SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES. IN SUCH JURISDICTIONS, THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU INsofar AS THEY RELATE TO IMPLIED WARRANTIES.
- 12.10. The warranties provided under this Section shall not apply if:
 - (i) the SaaS Platform is not used in accordance with this EULA;
 - (ii) the SaaS Platform or any part of the SaaS Platform has been modified by any third party other than Company;

- (iii) a malfunction in the SaaS Platform has been caused by any equipment or software not supplied by Company; or
- (iv) issues are due to a third party add-on used in the SaaS Platform.

13. TERM, SUSPENSION AND TERMINATION

- 13.1. The term of this EULA shall come into force when the initial term of your Subscription Plan commences and shall continue until the Subscription License expires or is terminated in accordance with this Section 13.
- 13.2. You acknowledge and agree that Company shall not be liable for any loss, costs or damages you incur as a result of your Subscription License expiring or of your failure to renew such Subscription License.
- 13.3. **Suspension.** Company may suspend or temporarily disable your access to and use of the SaaS Platform if (i) you fail to make payment for the Subscription Plan Fees on time; (ii) Company suspects you of partaking in any illegal activity; (iii) Company reasonably believes that you have violated the terms of this EULA; or (iv) requested by law enforcement authorities or other government agencies. You acknowledge and agree that Company shall not be liable to you or any third party for any loss or damages caused to you or any third party as a result of the suspension by Company of your access to and use of the SaaS Platform. For the avoidance of doubt, any suspension by Company of your access to and use of the SaaS Platform shall not relieve you from your obligation to make payment of the Subscription Plan Fee.
- 13.4. **Termination for Convenience.** Company may terminate this EULA for any reason or no reason at all, and without liability, by providing you with fifteen (15) calendar days' prior notice. You may terminate the your selected Subscription Plan for any reason or no reason at all, and without liability, by giving Company fifteen (15) calendar's notice, via email.
- 13.5. **Termination for Cause.** Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate this EULA without liability to the other if:
- (i) the other Party commits a material breach of any of the terms of this EULA and (if such breach is remediable) fails to remedy such breach within thirty (30) calendar days of the date upon which the non-breaching Party have been notified in writing of such breach;
 - (ii) an order is made, or a resolution is passed by any competent authority for the winding up of the other Party, or if circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other Party;
 - (iii) an order is made by any competent authority for the appointment of an administrator to manage the affairs, business and property of the other Party, or legal documents are filed by a third party with a court of competent jurisdiction for the appointment of an administrator of the other Party;
 - (iv) a receiver is appointed by an authority of competent jurisdiction, or if any other third party takes possession of or sells the other Party's assets;
 - (v) the other Party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way;
 - (vi) the other Party ceases, or threatens to cease, to trade; or
 - (vii) the other Party takes any similar action in any jurisdiction as a consequence of the other Party incurring debt.

- 13.6. **Effect of Termination.** You acknowledge that upon termination of this EULA or upon the cancellation of your selected Subscription Plan, you shall cease to access and use the SaaS Platform. Any termination or expiration of this EULA shall not relieve you from your obligation to make payment of the Subscription Plan Fees owed up until and including the effective date of termination or expiration.
- 13.7. Upon either Party's termination of this EULA, all licenses and rights granted to you by Company hereunder will immediately terminate, and you shall cease to use the SaaS Platform.

14. MODIFICATION OF EULA

Company reserves the right, at any time and in its sole discretion, to modify or replace this EULA. You shall be solely responsible for checking the terms of this EULA periodically, to stay abreast of any changes to the EULA. If you object to any such changes, your sole recourse shall be to cease using the SaaS Platform. Your continued use/access to the SaaS Platform following the posting of any changes to this EULA shall indicate your acknowledgement of such changes and satisfaction with the SaaS Platform as so modified and therefore you shall be subject to the newly modified terms of this EULA.

15. GENERAL PROVISIONS

- 15.1. **Non-Exclusivity.** The Parties' respective obligations under this EULA are non-exclusive, and nothing herein is intended to restrict you from accessing or using any other third party's products or services, even if such products or services are similar to the services provided by Company through the SaaS Platform. Nothing herein is intended to limit Company's right to provide access and use of the SaaS Platform to other users.
- 15.2. **Notices.** Except as otherwise provided under this EULA, any notice required or permitted to be given will be effective only if it is in writing and sent via email to support@recruitalliance.com.
- 15.3. **Force Majeure.** A force majeure event means any event beyond a Party's reasonable control that, by its nature, could not have been foreseen or, if it could have been foreseen, was unavoidable, including but not limited to: fire, explosion, power blackout, terrorism, earthquake, storm, flood, wind, drought; court order; act, delay or failure to act by civil, military or other governmental authority; strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), acts of God, epidemic and pandemic, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, shortage of supply or delay in delivery by our vendors, fire, flood, earthquake, accident, radiation, inability to secure transportation, failure of communications or energy sources, malicious damage, breakdown of plant or machinery, or default of suppliers or sub-contractors, insurrection, failure, interruption or degradation of any telecommunications or transmission lines; unavailability of required parts, materials or other items; acts or omissions of Internet traffic carriers, or act, delay or failure to act by the other Party or any third-party; provided that such Party uses reasonable efforts to promptly overcome or mitigate the delay or failure to perform. Company shall not be liable for delays or failures to perform any of its obligations under this EULA to the extent caused by a force majeure event.
- 15.4. **No Waiver.** Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this EULA will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the

waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

- 15.5. **Severability.** In the event that any provision of this EULA shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this remaining provisions of the EULA unenforceable or invalid, and, in such event, such remaining provisions shall be changed so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decision.
- 15.6. **Assignment.** You shall not be permitted to assign your obligations under this EULA without Company's prior written permission. However, Company may assign its rights and obligations hereunder without your prior written permission to any entity acquiring all, or substantially all of Company's assets or shares. Notwithstanding the above, this EULA shall be binding upon any permitted successors and assigns of either Party.
- 15.7. **Entire Agreement.** This EULA and the Business-to-Business Software-as-a-Service Master Services Agreement for Employers or the Business-to-Business Software-as-a-Service Master Services Agreement for Recruiters (whichever is applicable) contain the full and entire agreement between the Parties with respect to the subject matter hereof. This EULA supersedes all prior negotiations, representations and proposals, written or otherwise, relating to its subject matter.
- 15.8. **Governing Law & Jurisdiction.** In the event of any disagreement between the Parties with respect to any aspect of this EULA, the Parties agree to discuss in good faith to reach an amicable resolution prior to starting any litigation/legal proceedings against each other.

This EULA, and any dispute arising out of or in connection with the EULA, its subject matter or its formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of the State of Florida (USA). The Parties irrevocably submit to the exclusive jurisdiction of the American Arbitration Association in Martin County, Florida, USA to settle any dispute which may arise out of or in connection with this Agreement.

In no event shall any claim, action or proceeding, in relation to your access to and use of the SaaS Platform be instituted by you against Company more than one (1) year after the cause of action arose.

This EULA was last modified on March 1, 2023.