PARADOX SERVICE TERMS

These Terms of Service (as modified from time to time, these "Terms") were last updated on January 18, 2023. Paradox, Inc. ("**Paradox**") reserves the right to periodically modify these Terms, and such modifications will automatically become effective with respect to any new Order Form or Renewal Term. Archived versions of the terms of service are available by emailing **legal@paradox.ai**.

These Terms are incorporated into each applicable Order Form, and together with the Order Form(s), constitutes a single agreement (the "**Agreement**") between Client and Paradox (each a "**Party**" and together the "**Parties**").

1. DEFINITIONS

a. **"Affiliate"** means the Party that has entered into an Order Form with Paradox to subscribe for Paradox Services.

b. **"Client"** means the Party that has entered into an Order Form with Paradox to subscribe for Paradox Services.

c. **"Client Data"** means the electronic data or information submitted, provided, uploaded, transmitted, imported, displayed, or otherwise made available by Client or on behalf of Client to Paradox through the Services, excepts otherwise expressly set forth in these Terms, including Personal Information.

d. **"Cloud Software"** means all Paradox software programs provided to Client pursuant to the Agreement, including any related improvements, modifications, updates, and associated documentation.

e. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or in the future in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

f. **"Order Form"** means any ordering document, including a statement of work or order form, that references or incorporates by reference these Terms and/or the Agreement pursuant to which Client purchases or subscribes to Services.

g. "Personal Information" means Client Data that can be used to identify a specific natural person, such as name, address, phone number, email address and government issued identification number.

h. "Professional Services" means the professional services to be provided by Paradox to Client as described in an Order Form, which may include, without limitation, integration, configuration and implementation services.

i. "Services" means all products and services provided by Paradox pursuant to the Agreement, including, without limitation, Cloud Software and Professional Services.

j. "Sub-Processor" means any entity which is engaged by Paradox or any other sub-processor of Paradox who receives Client Personal Information for processing activities to be carried out on behalf of Client.

k. "Supplier" means a third party that supports Paradox in delivering the Cloud Software to Client, including, without limitation, Sub-Processors.

l. "User" means any individual who, pursuant to the terms of an Order Form, is authorized to use the Services. A User may include employees of Client or its Affiliates or other third parties, so long as such third party is not a direct competitor of Paradox.

2. SCOPE OF SERVICES

a. Provision of Cloud Software. During the Subscription Term, Paradox will provide or make available to Client the Cloud Software for use in the ordinary course of its business by its Users, subject to the terms and conditions of the Agreement.

b. Service Requirements. Paradox may make commercially reasonable changes to the Cloud Software without notification or consent, as long as the changes do not materially decrease the features or functionality of the Cloud Software. Paradox will comply with all laws and regulations applicable to Paradox in the performance of its obligations under the Agreement.

c. Data Security. The security of Client data is important to Paradox. Paradox has implemented and will maintain administrative, technical, and physical safeguards designed to protect the Cloud Software and Client Data against accidental, unauthorized, or unlawful access, disclosure, destruction, loss, or

misappropriation, consistent with Paradox's ISO 27001 certification and SOC 2 Type II audit compliance standards.

d. Client Involvement in Services. Paradox's ability to perform certain Services, including Professional Services, depends on information and responses that must be provided by Client. As a result, Client will: (i) provide the appropriate and necessary resources, and timely and accurate information and documentation, as reasonably requested by Paradox, to allow Paradox to perform the Services; (ii) carry out reviews and respond to requests for approval and information on a timely basis; (iii) ensure that Paradox has sufficient access to personnel familiar with Client's requirements and with the expertise necessary to permit Paradox to undertake and complete the Services; (iv) make available to Paradox all equipment, material, information, data, network access and/or facilities that Paradox may reasonably require to carry out its Services; and (v) designate a project management contact for the purposes of communication with Paradox, who will be the primary point of contact for Client for matters relating to Paradox's provision of Services. Client acknowledges that any delay in the performance of its obligations may impact Paradox's ability to perform the Services, and Paradox will not be liable for any delay to the extent caused by Client's failure to meet its obligations under the Agreement.

3. PROFESSIONAL SERVICES

a. General. All Professional Services to be performed by Paradox will be described in an Order Form. In the event of a conflict between an Order Form and the Agreement, the Order Form will prevail.

b. Paradox's Obligations. Paradox will perform Professional Services in a professional and workmanlike manner in accordance with customary industry standards using reasonable care and skill, but Paradox will determine the method and means for performing the Professional Services.

c. Deliverables. Paradox does not provide any custom deliverables, products or services under the Agreement which would qualify as work-made-for-hire. Professional Services will be performed remotely unless otherwise specified in an Order Form, in which case, Client will be invoiced for expenses incurred in connection with Professional Services in accordance with Section 6(h) of the Agreement Professional Services are provided for the purposes of implementing and configuring Client's instance of the Cloud Software in accordance with Client's instructions and requirements and such Services are not intended as, and shall not constitute, legal advice. Client shall at all times

be responsible for ensuring Client's and its Users' compliance with all laws, rules and regulations applicable to Client's and its Users' use of the Services.

4. CLIENT USE OF SERVICES

a. Use of Services.

[i.] Client will use the Services in accordance with the terms of the Agreement. In addition, Client will: (A) use the Services solely for its internal business purposes and not for the benefit of any third parties, except as permitted by an applicable Order Form; (B) comply, and cause its Users to comply, with the Agreement; (C) obtain all consents from third parties that Client has a business relationship with (e.g. network providers or outsourced IT resource providers) that are required in order for Paradox to provide the Services; (D) prior to providing, making available or permitting Paradox to collect process any Personal Information or other content or information in connection with the Services, provide or obtain, as the case may be, to or from applicable third parties (including, without limitation, Client's contacts, Users, agents,administrators, candidates, and employees), all notices and consents required for Paradox to process such Personal Information, content and information under applicable law and ensure that all notices and consents are maintained as required by applicable law; (E) promptly notify Paradox of any unauthorized access or use of the Services, passwords, authentication credentials, or any unauthorized use, access, or disclosure of Client Data; and (F) comply with all laws applicable to Client and Client's use of the Services.

[ii.] Client will not: (A) modify, copy, duplicate, download, reverse engineer, disable, decompile, translate, disassemble, create any derivative work of, or otherwise attempt to extract any or all of the source code, algorithms, proprietary technology, or analytics from the Services; (B) license, sublicense, sell, resell, rent, lease, lend, transfer, assign, distribute, time share, offer in a service bureau, or commercially exploit the Services, use the Services to provide hosting services to third parties, or otherwise make the Services available to any third party, except as expressly permitted by the Agreement; (C) disable, interfere with or circumvent any aspect of the Services; (D) interfere with other users' use of the Services; (E) engage in, promote or encourage illegal activity or the violation of the legal rights of third parties; (F) generate, distribute, publish, facilitate or send marketing or otherwise commercial messages; (G) send any messages through the Service that are not directly related to recruitment, hiring, human capital management or candidate/employee engagement; (H) copy any features,

functions, integrations, interfaces or graphics of the Services; (I) send or store known viruses, worms, time bombs, Trojan horses, and other harmful, destructive, deceptive or malicious code, files, scripts, agents or programs; (J) send or store infringing, obscene, threatening, defamatory, obscene, racially or ethically offensive, libelous, fraudulent or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party rights, including privacy rights; (K) interfere with or disrupt the integrity or performance of the Services or the data contained in the Services; (L) gain or attempt to gain, or fail to use commercially reasonable efforts to protect against, unauthorized access to the Services or its related systems or networks or to the data of another Paradox client; or (M) perform any technical, application, or infrastructure security integrity review, penetration test, or vulnerability scan without the prior written consent of Paradox.

b. Users. Where the Services are provided on a per User basis, User accounts cannot be shared or used by more than one User, except that Client may reassign access to new Users to replace former Users who no longer use the Services. Client will not create multiple Users to simulate or act as a single User or otherwise use the Services in a manner intended to avoid incurring fees. Client and Users will keep passwords for their use of the Services confidential and secure. Client will ensure that its Users adhere to the terms of the Agreement. Any act or omission by a User will be treated as if it is an act or omission by Client under the Agreement, and Client is responsible for all acts and omissions of its Users.

c. Equipment. Client is responsible for obtaining and maintaining all equipment and ancillary services needed to connect to, access, and use the Services, including without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively "**Equipment**") Client is also responsible for maintaining the security of Equipment, Client accounts, Client passwords (including administrative and User passwords and PINs) and Client files. Paradox will have no liability for Client's inability to use or access the Services due to Client's failure to obtain, or due to any failure of, the proper Equipment.

d. Suspension. Notwithstanding anything to the contrary in the Agreement, Paradox may temporarily suspend Client's and any User's access to any portion or all of the Services if (i) Paradox reasonably believes that (A) there is a threat or attack on any of the Services; (B) Client's or any User's use of the Services disrupts or poses a security risk to the Services or any other customer or vendor of Paradox; (C) Client or any User is using the Services for fraudulent

or illegal activities; (D) subject to applicable law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; or (E) Paradox's provision of the Services to Client or any User is prohibited by applicable law; or (ii) any vendor of Paradox has suspended or terminated Paradox's access to or use of any Third-Party Services or products required to provide Client access to the Services (each, a "**Service Suspension**"). Paradox will make commercially reasonable efforts to provide written notice of any Service Suspension to Client (including notices sent to Client's registered email address) and updates regarding resumption of access to the Services following any Service Suspension. Paradox will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably practicable after the event giving rise to the Service Suspension is cured. Paradox will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Client or any User may incur as a result of a Service Suspension.

e. Client Third-Party Providers. In connection with its use of the Services, Client may, and may request that Paradox, import data from and export data to third-party service providers used by Client (with whom Client has entered into a separate agreement) ("**Client Third-Party Providers**"). In such an instance, Client authorizes Paradox to transfer (import and export), store, and process such data on Client's behalf. Paradox will not be responsible for any act or omission of Client Third-Party Providers, including Client Third-Party Provider's access to, use, provision, modification, or deletion of Client Data. Paradox does not warrant or support any Client Third-Party Service.

5. THIRD-PARTY SERVICES

a. Third-Party Services. Paradox will make Client Data available to Suppliers as needed for Suppliers to provide any third-party services that enable Paradox to deliver the Cloud Software ("**Third-Party Services**"). The providers of Third-Party Services have reserved the right to apply updates and to make such other changes to the Third-Party Services that they deem necessary or appropriate. Any changes to the Third-Party Services may have a material impact on the provision of the Cloud Software, so, as a result of such changes, Paradox may need to make changes to the Cloud Software and will have no liability for any Third-Party Services. However, Paradox will use reasonable efforts to notify the Client in advance of any planned changes that may adversely impact Client's access to or use of the Cloud Software.

b. Messaging Terms and Conditions. Paradox may provide Client and Client's Users with access to Short Message Service (SMS), Multimedia Messaging Service (MMS) or other messaging services in connection with the Services. Client will ensure its and its Users' full compliance with applicable law and the requirements of any and all regulatory agencies with respect to such services, including but not limited to the Telephone Consumer Protection Act ("**TCPA**"). For example, Client may be subject to the restrictions of the TCPA when Client messages any person for the purposes of marketing services to them through automated systems. As such, Client agrees to comply with all requirements of the TCPA in connection with any messages it sends using the Services. For additional information, Client may review the practices contained in the latest version of CTIA's Short Code Monitoring Handbook and Messaging Principles and Best Practices Guide. The practices contained in these documents are designed to protect consumers in a manner approved by wireless carriers.

c. Short and Long Code Registration Requirements. Client agrees to cooperate fully with Paradox, and Client authorizes Paradox to take any and all action needed for Paradox to deliver SMS and MMS services to Client, including, as applicable, Paradox providing "know your customer" information to messaging and telecom providers, so that Paradox may deliver the Services. Know your customer information may include, without limitation, Client's address, business type, entity type, registration or EIN number, industry, website, and region of operations, and will be used to develop a trust score, so that message throughput may be optimized. Client understands and agrees that Paradox does not control SMS or MMS message throughput and that failure or refusal to comply with the requirements of this Section 5(c) will materially affect Paradox's ability to deliver the Services. Accordingly, notwithstanding anything in the Agreement, Paradox will have no liability for any damage, liabilities, losses or any other consequences that Client may incur as a result of any failure to comply with this Section 5(c).

d. Carrier Restrictions. Client acknowledges that all phone numbers used in connection with the Services are subject to rules and restrictions imposed by telecommunications and messaging providers ("**Messaging Service Providers**"). In order to comply with such rules and restrictions, Paradox and/ or Client may be required to discontinue use of a number or short code. In such an instance, Paradox will use commercially reasonable efforts to obtain additional numbers or short codes and work with the applicable Messaging Service Providers to minimize any disruption in the Services. If Paradox is unable to prevent discontinuance of its or a Client's use of a number or short code, Paradox may cease provision of the applicable portion of the affected Services.

6. PAYMENT

a. Fees. Client will pay all fees specified in an applicable Order Form ("**Fees**"). During the Subscription Term, Client may choose to cancel its subscription to the Services early, however, Paradox will not provide any refunds, and Client will promptly pay all unpaid fees due through the end of the Subscription Term. Similarly, Paradox does not provide refunds if Client decides to stop using the Services during the Subscription Term. Upon renewal, Paradox may increase Fees to reflect changes to its list prices, provided, that such changes will not exceed five percent per year after the expiration of the initial Subscription Term. Paradox may also increase Fees to reflect any usage by Client or its Users of the Services that exceeds the scope set forth in the applicable Order Form. All Fees are in U.S. Dollars, unless otherwise agreed in the applicable Order Form, and are exclusive of all currency exchange fees.

b. Payment and Invoicing. Unless stated otherwise in an applicable Order Form, Fees will be invoiced annually in advance, and invoices will be sent to Client via email to the Client's designated billing contact. Paradox will submit an invoice to Client reflecting the Fees due and owing, at which time the Fees will be due and payable.

c. Late Payment. Any payment not received by Paradox by the payment due date will accrue simple interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. Notwithstanding the foregoing, payments subject to a good faith dispute pursuant to Section 6(d) will not accrue late charges.

d. Disputed Payments. Client may dispute in good faith all or part of an invoice by: (i) providing written notice to Paradox of such dispute within ten (10) days of the date of the invoice; (ii) providing a description of the dispute, sufficient to allow Paradox to analyze the dispute, as part of the written notice; (iii) paying all undisputed amounts when due; and (iv) paying all disputed amounts promptly after resolution of the applicable dispute.

e. Suspension for Non-Payment. Except with respect to fees subject to a good faith dispute under Section 6(d), if Client's account is more than thirty (30) days past due, in addition to any other rights or remedies Paradox may have under the Agreement or by law, Paradox may suspend the Services upon ten (10) days' written notice, without liability, until such amounts are paid in full.

f. Future Functionality. Client agrees that its purchases under the Agreement are neither contingent on the delivery of any future functionality or features, nor dependent on any oral or written statements made by Paradox or its Representatives (defined below) regarding future functionality or features of the Cloud Software.

g. Taxes. Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, but not limited to, value-added, sales, use, or withholding taxes, assessable by any applicable jurisdiction (collectively, "**Taxes**"). Client is responsible for paying all Taxes associated with its purchase and/or use of the Services. If Paradox has the legal obligation to pay or collect Taxes for which Client is responsible under this Section, Paradox will invoice Client and Client will pay that amount unless Client provides Paradox with a valid tax exemption certificate authorized by the appropriate taxing authority. Paradox is solely responsible for taxes assessable against it based on its income, property, and employees.

h. Expenses. Paradox will be entitled to reimbursement by Client of all reasonable, out-of-pocket expenses directly related to performing the Services. Out-of-pocket expenses will include verifiable coach class travel, hotel accommodations and meal expenses that are incurred by Paradox and in connection with its provision of the Services.

7. CONFIDENTIALITY

a. Definition of Confidential Information. As used in these Terms, "**Confidential Information**" means all confidential or proprietary information belonging to a Party (the "**Disclosing Party**") and disclosed, made available to or learned by the other Party (the "**Receiving Party**") during the Subscription Term, including, without limitation, technical, business, financial, marketing or other information of every kind or nature (including, without limitation, trade secrets, know-how and information relating to the technology, Services, Cloud Software, designs, specifications and prototypes, clients, business plans, promotional and marketing activities, finances and other business affairs of such Party), third-party confidential information, and the terms and conditions of the Agreement. Client Data will be considered Confidential Information.

b. Exclusions. Confidential Information does not include any information that: (i) is or becomes generally available to the public through no improper action or inaction by the Receiving Party or any Representative of the Receiving Party; (ii) was properly in the Receiving Party's possession or properly known by it, without restriction, prior to receipt from the Disclosing Party; (iii) was

rightfully disclosed to the Receiving Party by a third party without restriction; (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (v) Disclosing Party has agreed in writing that Receiving Party may disclose, including without limitation, as set forth in Section 7(c) below.

c. Confidentiality Obligations. Except as otherwise set forth in the Agreement, each Party will: (i) hold in strict confidence all Confidential Information of the other Party, (ii) use the Confidential Information solely to perform its obligations or exercise its rights under the Agreement, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any person or entity other than to its directors, officers, employees, consultants, subcontractors, auditors, Affiliates, Suppliers, Sub-Processors, legal and financial advisors or other representatives (collectively, "**Representatives**") who need to know such Confidential Information and who are under confidentiality obligations at least as protective of Disclosing Party's Confidential Information as these Terms. Any action or inaction by a Representative of the Receiving Party that, if taken or failed to be taken by the Receiving Party, would constitute a breach of these Terms, will constitute a breach of the Agreement by the Receiving Party, and each Party will be responsible for any breaches of the Agreement by its Representatives. Each Party will use the same degree of care to protect the Disclosing Party's Confidential Information as it uses to protect its own Confidential Information, but not less than reasonable care. The Parties agree that the Confidential Information of the other Party is, and will remain, the property of such other Party. The Receiving Party obtains no right, title, interest, or license in or to any of the Confidential Information of the Disclosing Party except for the rights expressly set forth in the Agreement.

d. Permitted Disclosures. Notwithstanding Section 7(c) above, the Receiving Party may disclose the Confidential Information of the Disclosing Party in response to a valid court order, subpoena, civil investigative demand, law, rule, regulation (including, without limitation, any securities exchange regulation), or other governmental action, provided that, to the extent permitted by law: (i) the Disclosing Party is notified in writing prior to disclosure of the information, (ii) the Receiving Party uses reasonable efforts to allow the Disclosing Party to obtain a protective order or, in the absence of a protective order, to limit the disclosure of, and obtain confidential treatment for, the Disclosing Party's Confidential Information, in each case, at the Disclosing Party's expense, and (iii) the Receiving Party has allowed the Disclosing Party to participate in the proceeding that requires the disclosure at the Disclosing Party's expense.

e. Remedies. Each Party agrees that the other Party may have no adequate remedy at law if there is a breach or threatened breach of this Section 7 and, accordingly, that either Party is entitled (in addition to any legal or equitable remedies available to such Party) to seek injunctive or other equitable relief without the necessity of proof of actual damages to prevent or remedy such breach. The obligations set forth in this Section 7 will survive any expiration or termination of the Agreement.

8. PROPRIETARY RIGHTS

a. Reservation of Rights. Paradox is and will remain the exclusive owner of all right, title and interest in and to the Services, including any Intellectual Property Rights relating to the Services. All Intellectual Property Rights in any work arising from or created, produced or developed by Paradox, whether alone or jointly with others, under or in the course of the Agreement, will immediately upon creation or performance vest absolutely in, and will be and remain the property of, Paradox. Client will not acquire any right, title or interest in and to the Services or any related Intellectual Property Rights.

b. Ownership of Client Data. Client is and will remain the exclusive owner of all right, title and interest in and to Client Data, including, without limitation, any Intellectual Property Rights relating thereto. Paradox will not acquire any rights in Client Data or any related Intellectual Property Rights, except for those rights expressly set forth in the Agreement.

c. Personal Information. Paradox will process Personal Information in accordance with the terms and conditions of the Data Processing Addendum incorporated by reference and located at **www.paradox.ai/legal/us-dpa**.

d. Enhancements to the Services; Improvement Data. Paradox will own and retain all right, title and interest in and to (i) all improvements, enhancements or modifications to the Services, (ii) any software, applications, inventions or other technology developed in connection with delivering the Services to Client, and (iii) all related Intellectual Property Rights. In addition, and notwithstanding any other provision of the Agreement, Paradox may use data that it collects and processes in connection with the Services, including Client Data, and other information related to the provision, use and performance of various aspects of the Services and related systems and technologies (i) to detect security incidents and protect against fraudulent and illegal activity; (ii) to build, improve and enhance the quality or performance of the Services ("**Improvement Data**"), (iii) for other development, diagnostic and corrective purposes in connection with Paradox offerings, and (iv) to produce

analyses, data and/or reports relating to the Services that derive from and/or relate to the data processed through the Services that is aggregated and/or deidentified (together with the Improvement Data, "**Output Data**"). Paradox will not use Output Data to re-identify a person. Except for Client Data, which is owned by Client, Paradox owns all right, title, and interest, including all Intellectual Property Rights, in and to the Output Data, which is the Confidential Information of Paradox. No licenses to such data are granted to Client, whether express, implied, by estoppel or otherwise.

e. Feedback. Notwithstanding any other provision of this Agreement, Iif Client sends or transmits any communications, comments, questions, suggestions, or related materials to Paradox, whether by e-mail, telephone, or otherwise ("**Feedback**"), suggesting or recommending changes to the Services, including, without limitation, new features or functionality, all such Feedback is, and will be exclusively owned by Paradox. Client hereby assigns all right, title, and interest in, and Paradox is free to use, without any attribution or compensation to Client, any ideas, know-how, concepts, techniques, and all applicable Intellectual Property Rights relating to the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Paradox is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and Client has no right to compel such use, display, reproduction, or distribution.

9. TERM AND TERMINATION

a. Term. Unless stated otherwise in an applicable Order Form, the initial term of Client's subscription to the Services will begin on the date the applicable Order Form is signed by both Parties and continue until the three-year anniversary of that date (the "Initial Term"). As between Client and Paradox, these Terms will terminate when Client's Subscription Term(s) for all Services have expired or are otherwise terminated as provided herein.

b. Renewal. Upon the expiration of the Initial Term or any Renewal Term, Client's subscription for the Services will automatically renew for successive one-year periods (each, a "Renewal Term" and each Renewal Term together with the Initial Term, the "Subscription Term"), unless either Party provides the other Party with written notice of intent to terminate at least thirty (30) days prior to the expiration of the then-current Subscription Term. If sent by Client, such notice shall be sent to **renewal@paradox.ai.**

c. Termination for Cause. Either Party may terminate an Order Form if the other Party: (i) ceases doing business for a period greater than ninety (90) days, makes an assignment for the benefit of creditors or similar disposition of its assets, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding, which is not dismissed within ninety (90) days; or (ii) materially breaches any of its obligations under the Agreement and fails to cure such breach within thirty (30) days following written notice to the breaching Party.

d. Consequences of Termination. Upon the expiration or termination of an Order Form, (i) Client will immediately cease accessing or using the Services subscribed for under that Order Form; (ii) all rights granted with respect to the Services subscribed for under that Order Form will immediately terminate; (iii) Client will immediately pay Paradox all amounts owing under the applicable Order Form; (iv) Paradox will cease collecting or processing Client Data under that Order Form; (v) Paradox will delete Client Data provided under that Order Form within thirty (30) days of the applicable expiration or termination; and (vi) Paradox will make available to Client the Client Data relevant to such Order Form in a .csv file.

e. Survival. Sections concerning the Parties' rights and obligations that are designed to operate after termination or that are necessary to enforce any right will survive termination of the Agreement.

10. WARRANTIES

a. Warranties. Paradox will use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Paradox or by third-party providers, or because of other causes beyond Paradox's reasonable control, but Paradox will use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Paradox does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services.

b. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE SERVICES ARE PROVIDED "AS IS" AND PARADOX, ON BEHALF OF ITSELF AND ITS REPRESENTATIVES, DISCLAIMS ALL WARRANTIES AND MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES

OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ACCURACY. CLIENT ACKNOWLEDGES THAT (A) NEITHER PARADOX NOR ITS REPRESENTATIVES CONTROL CLIENT EQUIPMENT, NETWORKS OR SYSTEMS OR THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES (INCLUDING THE INTERNET); (B) THE SERVICES MAY BE SUBJECT TO LIMITATIONS, INTERRUPTIONS, DELAYS, CANCELLATIONS, AND OTHER PROBLEMS INHERENT IN THE USE OF COMMUNICATIONS FACILITIES; AND (C) IT IS FULLY RESPONSIBLE TO INSTALL APPROPRIATE SECURITY UPDATES AND PATCHES. NEITHER PARADOX NOR ITS REPRESENTATIVES ARE RESPONSIBLE FOR ANY INTERRUPTIONS, DELAYS, CANCELLATIONS, DELIVERY FAILURES, DATA LOSS, CONTENT CORRUPTION, PACKET LOSS, OR OTHER DAMAGE RESULTING FROM THESE PROBLEMS.

11. INDEMNIFICATION

a. Indemnification by Paradox. Paradox will defend, indemnify and hold Client and its trustees, officers, employees, agents, harmless from any and all liabilities, claims, damages, obligations, actions, lawsuits, losses, judgments, fines, penalties, costs or expenses (including reasonable attorney's fees) in connection with claims, demands, suits or proceedings made or brought against Client by a third party alleging that the Cloud Software infringes any third party's Intellectual Property Rights (each, an "**IP Claim**"); provided, that Client: (i) promptly gives written notice of the IP Claim to Paradox; (ii) gives Paradox sole control of the defense and settlement of the IP Claim; and (iii) provides to Paradox, at Paradox's cost, all reasonable assistance requested by Paradox. If Client is enjoined from using the Services or Paradox reasonably believes it will be enjoined, Paradox will have the right, at its sole option, to obtain for Client the right to continue use of the Services or to replace or modify the Services so that they are no longer infringing. If neither of those options is reasonably available to Paradox, the use of the Services may be terminated at either Party's option. In event of such a termination, Paradox will continue to indemnify, defend, and hold Client and its trustees, officers, employees, agents, and volunteers harmless, and will refund to Client any prepaid fees for the Services that were to be provided after the effective date of termination. This provision will survive the termination or expiration of the Agreement.

b. Exceptions. Paradox will not have any obligation under Section 11(a) to the extent any alleged infringement arises from: (i) use or modification of the Cloud Software by Client, its Representatives, or Users in conflict with Client's obligations or as a result of any prohibited activity as set forth under the

Agreement; (ii) use of the Cloud Software in a manner inconsistent with any applicable documentation; (iii) use of the Cloud Software in combination with any other product or service not provided by Paradox; (iv) use of the Cloud Software in a manner not otherwise contemplated by the Agreement; or (v) Third-Party Services.

c. Exclusive Remedies. CLIENT AGREES THAT SECTIONS 11(a) and 11(b) TOGETHER SET FORTH PARADOX'S SOLE AND EXCLUSIVE LIABILITY, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY, FOR ANY IP CLAIM.

d. Indemnification by Client. Client will defend, indemnify and hold Paradox and its trustees, officers, employees, consultants, directors and agents, harmless from any and all liabilities, claims, damages, obligations, actions, lawsuits, losses, judgments, fines, penalties, costs or expenses (including reasonable attorney's fees) in connection with claims, demands, suits or proceedings made or brought against Paradox based on: (i) Client's breach of Section 4 of these Terms; (ii) Client's use of the Services in violation of any applicable law to Client or Client's use of the Services, or in a way that damages a third party; or (iii) Client's Data actually or allegedly infringing a third party's Intellectual Property Rights.

e. Indemnification Procedure. If either Party becomes aware of a claim for which it is entitled to indemnification pursuant to the Agreement (a "Claim"), such Party shall promptly provide the other Party with notice regarding the Claim; provided that the failure of a Party entitled to indemnification under this Agreement (the "Indemnified Party") to promptly provide such notice shall not relieve the Party obligated to indemnify the Indemnified Party (the "Indemnifying Party") of any obligation it may have to indemnify, except and only to the extent that the Indemnifying Party's ability to fulfill such obligation has been actually and materially prejudiced thereby. The Indemnifying Party shall control the defense of the Claim, but the Indemnified Party may participate in the defense of the Claim with its own counsel at its expense. The Indemnified Party shall, at the Indemnifying Party's expense, cooperate fully with counsel selected by the Indemnifying Party in the defense of such Claim. The Indemnifying Party may not, without the Indemnified Party's prior written consent, settle, compromise or consent to the entry of any judgment in any such commenced or threatened Claim, unless such settlement, compromise or consent: (i) includes an unconditional release of the Indemnified Party from all liability arising out of such commenced or threatened Claim and (ii) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, the Indemnified Party.

12. LIMITATIONS OF LIABILITY

a. Liability Cap and Damages Waiver. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR (i) NONPAYMENT OF FEES DUE AND PAYABLE BY CLIENT UNDER THE AGREEMENT, (ii) DAMAGES ARISING OUT OF OR RELATING TO CLIENT'S VIOLATION OF PARADOX'S OR ITS SUPPLIERS' INTELLECTUAL PROPERTY RIGHTS, (iii) DAMAGES ARISING OUT OF, OR RELATING TO, A PARTY'S BREACH OF SECTION 7 OF THE AGREEMENT THAT DOES NOT ARISE OUT OF OR RELATE TO THE PROCESSING OF CLIENT DATA HEREUNDER, AND (iv) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11: (A) THE CUMULATIVE, AGGREGATE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE AFFILIATES TO THE OTHER PARTY FOR ALL CLAIMS RELATED TO THE SERVICES AND/OR THE AGREEMENT (INCLUDING ALL ORDER FORMS) WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE TO PARADOX FOR THE SERVICES GIVING RISE TO THE CLAIM IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; AND (B) NEITHER PARTY (NOR THEIR RESPECTIVE AFFILIATES OR SUPPLIERS) WILL BE LIABLE FOR ANY LOST PROFITS, LOST REVENUE, INTERRUPTION OF BUSINESS, LOSS OF BUSINESS INFORMATION, LOSS OF USE, DELETION OR LOSS OF DATA OR FAILURE TO STORE DATA, COSTS OF RECREATING DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT SOFTWARE OR SERVICES (IN EACH CASE WHETHER DIRECT OR INDIRECT IN NATURE) OR FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES ARISING IN ANY WAY OUT OF THE USE OF THE SERVICES OR THE AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND EVEN IF A PARTY IS INFORMED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES IN ADVANCE.

b. BOTH CLIENT AND PARADOX AGREE THAT THE LIMITATIONS AND WAIVERS SET FORTH IN THIS SECTION 12 APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND BUT FOR THOSE LIMITATIONS, PARADOX WOULD NOT HAVE ENTERED INTO THE AGREEMENT. Any right of action, proceeding or claim permitted under or in connection with the Agreement must be brought within twenty-four (24) months after the occurrence of the act, omission or event first giving rise to the liability or is irrevocably waived.

13. GENERAL PROVISIONS

a. Relationship of Parties. The Parties are independent contractors. The Agreement is not intended to, and does not create, a partnership, franchise, joint venture, agency, personnel leasing, fiduciary or employment relationship between the Parties.

b. Notices. Except as otherwise set forth herein, all notices must be in writing and in English and may be sent by e-mail (if to Paradox, to **legal@paradox.ai** and if to Client, to the primary billing e-mail address on the Order Form or the applicable Cloud Software administrator account email address), except: (i)notice of breach or demands for indemnification must be sent by either certified mail or internationally recognized courier to the address indicated in the relevant Order Form or such other address as either Party may indicate by at least ten (10) days' prior written notice to the other Party; and (ii) general notices for the Services applicable to all clients may be provided to Client via the Client's Paradox account.

c. Waiver. No waiver of any right under the Agreement will be deemed effective unless contained in a writing signed by a duly authorized representative of the Party to be bound, and no waiver of any past or present right arising from any breach or failure to perform will be deemed a waiver of any future right arising under the Agreement.

d. Force Majeure. If by reason of labor disputes, pandemic, public health emergency, strikes, lockouts, riots, war, terrorism, inability to obtain labor or materials, earthquake, fire or other action of the elements, accidents, governmental restrictions, appropriation or other causes beyond the reasonable control of a Party hereto, Paradox a Party is unable to perform in whole or in part its obligations under the Agreement, then Paradox such Party will be relieved of those obligations to the extent it is unable to perform and such inability to perform will not make Paradox a Party liable to Client the other Party. Paradox A Party will not be liable for any losses, injury, delay or damages suffered or incurred by Client the other Party due to these causes. For avoidance of doubt, under no circumstance will an event of force majeure excuse a Party's obligations to make payments when due under this Agreement, unless such force majeure event results in a failure of the wire system or other failure of the banking system that deprives a Party access to otherwise available funds.

e. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written

consent of the other Party (which consent will not be unreasonably withheld, conditioned or delayed), except that Paradox may assign the Agreement in its entirety without consent to Paradox's Affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Paradox's assets or shares so long as the assignee agrees to be bound by all of the terms of the Agreement and all past due fees are paid in full. Any attempt by a Party to assign its rights or obligations under the Agreement other than as permitted by this Section will be void and of no effect. Subject to the foregoing, the Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

f. Governing Law. The Agreement will be governed exclusively by the internal laws of the State of Delaware, without regard to its conflict of laws rules. Venue will be in the state and federal courts of Delaware. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transaction Act are expressly excluded from the Agreement.

g. Export. Each Party will comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the generality of the foregoing, Client will not make the Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo; (ii) is listed on any U.S. government list of prohibited or restricted parties; or (iii) is engaged in activities directly or indirectly related to the proliferation of mass destruction.

h. Publicity. Except as set forth in these Terms, neither Party will use the other Party's name, logos or trademarks, without the prior written consent of the other Party, in any written press releases, advertisements and/or marketing materials, except that Paradox may use Client's name and logo in lists of Paradox clients and on the Paradox website. Such usage will not be classified as an advertisement but an identification as an entity who receives Services from Paradox.

i. Entire Agreement. The Agreement, including any appendices, schedules, exhibits, Order Forms, or addenda, sets forth the entire understanding and agreement between the Parties with respect to the subject matter of the Agreement and supersedes all earlier agreements, understandings, proposals, discussions, negotiations, representations and warranties, both written and oral, regarding the subject matter. The Agreement, and each Party's rights and obligations hereunder, may only be amended by a written amendment, signed by both Parties, that expressly references the Agreement. If in its provision of

the Services, including in order to receive payment, Paradox is required to accept additional terms and conditions, including, but not limited to, click-wrap, click-through, browse-wrap, or shrink-wrap agreements, such terms and conditions may be accepted by Paradox in order to, for example, complete vendor registration, or otherwise perform the services and/or receive payment, provided, however, that the terms and conditions shall be of no force or effect and the terms and conditions of this Agreement shall continue to govern.

j. Special Terms and Added Functionality: If Paradox makes I-9 services available to Client pursuant to this Agreement, the terms available at **https://www.paradox.ai/legal/i9-services** are incorporated herein and shall govern the provision and use of those Services. If Paradox makes job distribution and boost services available to Client pursuant to this Agreement, the terms available at **https://www.paradox.ai/legal/job-distribution-and-boost-addendum** are incorporated herein and shall govern the provision and use of those Services. Additionally, notwithstanding any other provision of this Agreement, Paradox may make additional functionality, not already provided for under an Order Form, available to Client via the Cloud Software ("**Added Functionality**"), subject to online click-through terms, presented to a User. A User will have no obligation to accept such terms and Paradox will have no obligation to make such Added Functionality available to Client. However, where a User accepts such terms, the relevant terms will govern Paradox's provision of the Added Functionality.

k. Counterparts and Execution. Any portion of the Agreement may be executed in counterparts, which taken together will form one binding legal instrument. The Parties consent to the use of electronic signatures in connection with the execution of the Agreement, and further agree that electronic signatures to the Agreement will be legally binding with the same force and effect as manually executed signatures, provided that such signatures must be made using a technology designed for electronic signatures and a mere email which appears to state consent to an agreement or action will not be considered an electronic signature.

l. Attorney's Fees and Costs. The prevailing Party in any action or proceeding to enforce the Agreement, including any efforts to collect amounts due under the Agreement, is entitled to recover from the other Party its costs and attorney's fees in addition to damages.

m. Equitable Relief. Notwithstanding anything to the contrary contained in Section 12, any Party may immediately seek equitable relief (without the necessity of posting bond), including, without limitation, temporary injunctive

relief, against the other Party in any court of competent jurisdiction with respect to any and all equitable remedies sought in connection with the Agreement. In addition, Paradox may, at its option, pursue any and all remedies available at law and in equity in any court of competent jurisdiction with respect to any claim against Client for nonpayment under the Agreement.

n. Cumulative Remedies. Except as otherwise set forth in the Agreement and subject to the terms of the Agreement, all remedies available to either Party for breach of the Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of any other remedies.

o. Interpretation. In the event of a dispute between the Parties, the Agreement will not be construed for or against either Party but will be interpreted in a manner consistent with the intent of the Parties as evidenced by the terms of the Agreement. Unless otherwise specified, "days" means calendar days.

p. Severability. If any provision in the Agreement is held invalid or unenforceable, that provision will be construed, limited, or modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, and the other provisions of the Agreement will remain in full force and effect.