

# PARADOX SERVICE TERMS

These Terms of Service (as modified from time to time, these “**Terms**”) were last updated on August 29, 2025. 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](mailto: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, with respect to a Party, any entity that, directly or indirectly, controls, is controlled by or is under common control with such Party, where “control” is defined as the ownership of at least fifty percent (50%) of the equity or beneficial interests of such entity.

b. “**Applicable Law**” means any local, state, national and/or foreign law, treaties, and/or regulations, in each case, to the extent applicable to such Party in the performance of its obligations or exercise of its rights under the Agreement.

c. “**Client**” means that Party that has entered into an Order Form with Paradox to subscribe for Services.

d. “**Client Data**” means the electronic data or information submitted, provided, uploaded, transmitted, imported, or otherwise made available by or on behalf of Client to Paradox through the Services, including Personal Information.

e. “**Cloud Software**” means the Paradox software made available to Client pursuant to the Agreement, including any related improvements, modifications, updates, and associated documentation.

f. “**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.

g. **“Order Form”** means any ordering document, including a statement of work or order form, pursuant to which Client purchases or subscribes to Services, that is signed by an authorized representative of each Party and references these Terms.

h. **“Personal Information”** or **“Personal Data”** shall have the meaning set out in the Data Processing Addendum incorporated by reference and located at <https://www.paradox.ai/legal/dpa> (the “DPA”).

i. **“Professional Services”** means the professional services to be provided by Paradox to Client as described in an Order Form, which may include integration, configuration, and implementation services.

j. **“Services”** means the products and services provided by Paradox pursuant to the Agreement, including Cloud Software and Professional Services.

k. **“Sub-Processor”** means a Supplier that receives Personal Information for processing activities to be carried out on behalf of Client.

l. **“Supplier”** means a third party that supports Paradox in delivering the Services to Client.

m. **“User”** means an individual that is authorized by or on behalf of Client to access or use the Services. A User may include an employee of Client or its Affiliates, or other third parties, provided such third party is not a direct competitor of Paradox.

## 2. SCOPE OF SERVICES

a. **Provision of Cloud Software.** Paradox will make the Cloud Software available to Client for Client’s internal business purposes, 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, provided the changes do not materially decrease the features or functionality of the Cloud Software. Paradox will comply with Applicable Law.

c. **Data Security.** Paradox has implemented and will maintain a commercially reasonable, risk-based, written, information security program that includes 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 ISO 27001, SOC 2 Type II, or equivalent industry standards.

**d. Client Involvement in Services.** Paradox's ability to perform certain Services depends on information and responses provided by Client. 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 and authority necessary to permit Paradox to undertake and complete the Services; (iv) make available to Paradox resources, materials, information, data, 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.

**b. Paradox's Obligations.** Paradox will perform Professional Services in a professional and workmanlike manner in accordance with customary industry standards using commercially 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 will not constitute, legal advice.

## 4. CLIENT USE OF SERVICES

### a. Use of Services.

[i.] 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, including any limitations on scope set out in the Order Form; (C) obtain all consents from third parties who Client has a business relationship with that are required in order for Paradox to provide the Services (e.g., Client's third party vendors with whom Paradox will integrate pursuant to an Order Form); (D) prior to providing, making available or permitting Paradox to 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 Client's contacts, Users, agents, administrators, candidates, and employees), all notices and consents required for Paradox to process such Personal Information, content and information in compliance with 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 Applicable Law.

[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 via the Services; (F) use the Services to 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) use the Services to send or store known viruses, worms, time bombs, Trojan horses, and other harmful, destructive, deceptive or malicious code, files, scripts, agents or programs; (J) use the Services to

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) subject the Services to any technical, application, or infrastructure security integrity review, penetration test, or vulnerability scan without the prior written consent of Paradox.

**b. Users.** 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 and Users will keep passwords for their use of the Services confidential and secure. 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 (i) obtaining and maintaining all equipment and ancillary services needed to connect to, access, and use the Services, including modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively "**Equipment**"); and (ii) maintaining the security of Equipment, Client accounts, and files that Client uploads to the Cloud Software. Paradox will have no liability for Client's inability to use or access the Services due to Client's failure to comply with this Section 4(c).

**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 Paradox reasonably believes that (i) there is a threat or attack on any of the Services; (ii) Client's or any User's use of the Services disrupts or poses a security risk to the Services or any other client or Supplier of Paradox; or (iii) Client or any User is using the Services for unauthorized, fraudulent, or illegal activities (each, a "**Service Suspension**"). Paradox will provide written notice of any Service Suspension to Client and updates regarding resumption of access to the Services following any Service Suspension. Paradox will use commercially reasonable efforts to restore access to the Services as soon as 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 separate terms), including via an integration with the Services (“**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 a Client Third-Party Provider’s access to, use, provision, modification, or deletion of Client Data. Paradox does not warrant or support any products or services provided by a Client Third-Party Provider.

## 5. PARADOX SUPPLIERS

**a. Suppliers.** Paradox will make Client Data available to Suppliers as required to provide the Services and in accordance with the Agreement.

**b. Messaging Terms and Conditions.** Client and its Users may have access to Short Message Service (SMS), Multimedia Messaging Service (MMS) or other messaging services in connection with its use of 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 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 such person through automated systems. For additional information on messaging compliance, Client may review the practices contained in the latest versions of CTIA’s [Short Code Monitoring Handbook](#) and [Messaging Principles and Best Practices](#) (collectively, the “**CTIA Resources**”). The practices contained in the CTIA Resources are designed to protect consumers in a manner approved by wireless carriers.

**c. Short and Long Code Registration Requirements.** Client agrees to cooperate with Paradox, and Client authorizes Paradox to take actions reasonably required for Paradox to deliver SMS and MMS services to Client, including, as applicable, Paradox providing “know your customer” information to messaging and telecom providers. “Know your customer” information may include 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, which may, for example, affect message throughput. Client understands and agrees that Paradox does not control SMS or MMS message throughput and that failure to comply with the requirements of this Section 5(c) will materially affect

Paradox's ability to deliver phone numbers and SMS or MMS messages via 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 by Client 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**") and Messaging Service Providers may require Paradox and/or Client 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 disruption to the Services.

## 6. PAYMENT

**a. Fees.** Client will pay all fees specified in an applicable Order Form ("**Fees**"). Upon a Renewal Term, Paradox may increase Fees to reflect changes to its list prices, provided, that such changes will not exceed five percent (5%) per year. 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: (i) annual subscription Fees will be invoiced annually in advance, on or shortly after the effective date set out in the applicable Order Form (the "**Order Form Effective Date**") or the applicable anniversary of the Order Form Effective Date; (ii) one-time fees shall be invoiced upfront, in full, on or shortly after the Order Form Effective Date; and (iii) 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, and payment will be due and payable within thirty (30) days of invoice receipt.

**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 Applicable Law, Paradox may suspend the Services upon 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 Services.

**g. Taxes.** Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including 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 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 pre-approved, reasonable, out-of-pocket expenses directly related to performing the Services.

## 7. CONFIDENTIALITY

**a. Definition of Confidential Information.** As used in the Agreement, "**Confidential Information**" means all confidential or proprietary information provided by or on behalf of a Party (the "**Disclosing Party**") to other Party (the "**Receiving Party**") or its directors, officers, employees, consultants, contractors, auditors, Affiliates, Suppliers, Sub-Processors, legal and financial advisors, or other representatives who need to know such Confidential Information and who are under confidentiality and non-use restrictions at least as protective of Disclosing Party's Confidential Information as this Agreement (collectively,

**“Representatives”**) during a Subscription Term, including technical, business, financial, marketing or other information of every kind or nature (including 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 of Client.

**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; (ii) was rightfully known by the Receiving Party or its Representatives, without restriction, prior to receipt from the Disclosing Party; (iii) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information; or (iv) Disclosing Party has agreed in writing that Receiving Party may disclose, including 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, and not transfer, convey or otherwise disclose or make available, the Confidential Information of the other Party, except to its Representatives, (ii) use the Confidential Information solely to perform its obligations or exercise its rights under the Agreement, and (iii) use the same degree of care to protect the other party’s Confidential Information as it uses to protect its own Confidential Information, but not less than reasonable care. 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 Section 7, will constitute a breach of Section 7 by the Receiving Party, and the Receiving Party will be responsible for any breaches by its Representatives. 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 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 (i) all improvements, enhancements or modifications to the Services; (ii) any software, applications, inventions or other technology developed in connection with delivering the Services; and (iii) all related Intellectual Property Rights. In addition, and notwithstanding any language to the contrary in the Agreement, Paradox will have an unlimited, irrevocable, royalty-free, worldwide, perpetual, transferable and sublicensable (through multiple levels of sublicensees) right and license, but no obligation, to use and/or incorporate into the Paradox offerings, any suggestions, recommendations, requests or feedback relating to the Paradox offerings that are provided by or on behalf of Client. 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, except as expressly set forth in the Agreement.

**b. Client Data.** As between Client and Paradox, Client owns all Client Data. Except as set out in the Agreement, Paradox will not acquire any rights in Client Data or any related Intellectual Property Rights. Client Data shall only be used to (i) provide the Services, including to prevent or attend to service or technical problems; and (ii) detect security incidents and protect against fraudulent or illegal activity. Paradox may deidentify Client Data for the purposes set out in (i) and (ii) of the prior sentence (as deidentified "**Deidentified Client Data**") and Client instructs Paradox to deidentify Client Data for such purposes.

**c. Personal Information.** Paradox will process Personal Information in accordance with the DPA.

**d. Improvement Data.** Notwithstanding anything to the contrary in the Agreement, Paradox may use Deidentified Client Data (i) to build, improve and enhance the quality or performance of the Paradox offerings, including the training of Paradox's natural language processing functionality; (ii) for other development, diagnostic and corrective purposes in connection with Paradox offerings; and (iii) to produce analyses, data and/or reports relating to the Paradox offerings ((i) through (iii) collectively, "**Improvement Data**"). Paradox owns all rights, title, and interest, including all Intellectual Property Rights, in and to the Improvement Data, which is the Confidential Information of Paradox. No licenses to such data are granted to Client, whether express, implied, by estoppel or otherwise.

## 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, the Agreement 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, to the extent Client consents to automatic renewal, 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](mailto:renewal@paradox.ai).

**c. Termination.** Either Party may terminate an Order Form for cause if the other Party: (i) ceases doing business; (ii) 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 (iii) 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, except with respect to any Service usage that exceeds the scope set out in the Order Form, in which

case Paradox may increase the Fees to account for such overage. In addition, Client may terminate its subscription to the Services without cause at any time; however, Paradox will not provide any refunds of Fees already paid, and Client will promptly pay all unpaid Fees through the end of the Subscription Term.

**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 promptly pay Paradox all amounts owing under the applicable Order Form; and (iv) Paradox will delete Client Data provided under that Order Form after thirty (30) days of the applicable expiration or termination, during which time Paradox will make available to Client the Client Data relevant to such Order Form in a .csv file. In the event Client rightfully terminates for cause pursuant to Section 9(c) of these Terms, Paradox shall refund to Client any prepaid Fees for Services to be delivered after the effective date of such termination.

## 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 IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ACCURACY. CLIENT ACKNOWLEDGES THAT NEITHER PARADOX NOR ITS REPRESENTATIVES CONTROL CLIENT EQUIPMENT, NETWORKS OR SYSTEMS OR THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES (INCLUDING THE INTERNET).

## 11. INDEMNIFICATION

**a. Indemnification by Paradox.** Paradox will defend, indemnify and hold Client and its trustees, officers, employees, and agents, harmless from any and all liabilities, claims, damages, obligations, actions, lawsuits, losses, judgements, 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 "**Indemnification Claim**"); provided, that Client complies with the indemnification procedures set out in Section 11(e). 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 Paradox determines that neither of those options is commercially reasonable, 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 Indemnification Claim 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; or (iv) use of the Cloud Software in a manner not otherwise contemplated by the Agreement.

**c. Exclusive Remedies.** CLIENT AGREES THAT SECTIONS 9(c), 11(a) and 11(b) TOGETHER SET FORTH PARADOX'S SOLE AND EXCLUSIVE LIABILITY, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY, FOR ANY INDEMNIFICATION CLAIM AND THAT THESE REMEDIES ARE IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

**d. Indemnification by Client.** Client will defend, indemnify and hold harmless Paradox, its Affiliates and their respective trustees, officers, employees, consultants, directors, and agents from any and all liabilities, claims, damages, obligations actions, lawsuits, losses, judgements, 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 Applicable Law, or in a way that damages a third party; or (iii) Client's Data or intellectual property 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) AMOUNTS PAYABLE TO A THIRD PARTY IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11: (A) THE CUMULATIVE, AGGREGATE LIABILITY OF EITHER PARTY AND ITS 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 BY CLIENT 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 ITS 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 NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND EVEN IF A PARTY IS INFORMED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES IN ADVANCE.

**b. Basis of the Bargain.** 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, THE PARTIES 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 the right to bring such action, proceeding, or claim 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](mailto: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, a Party is unable to perform in whole or in part its obligations under the Agreement, then such Party will be relieved of those obligations to the extent it is unable to perform and such inability to perform will not make a Party liable to the other Party. A Party will not be liable for any losses, injury, delay or damages suffered or incurred by 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 so long as the assignee agrees to be bound by all of the terms of the Agreement. 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.

**h. Publicity.** Except as set forth in the Agreement, 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. No additional terms presented by either Party in any purchase order, vendor registration or management terms and conditions, code of conduct, click-through or other similar terms and conditions ("Additional Terms") shall modify or amend either Party's rights or obligations with respect to subject matter of the Agreement. Any and all such Additional Terms are expressly rejected, notwithstanding any agreement to or acceptance of such terms by each Party, and shall have no force or effect, as the terms and conditions of the Agreement shall govern.

**j. Integrated Services & I-9 Services.** If Paradox makes I-9 services available to Client pursuant to this Agreement, the terms and conditions available at <https://www.paradox.ai/legal/i9-services> are incorporated herein by reference and shall govern the provision and use of those Services. Additionally, notwithstanding any other provision of this Agreement, Paradox may make access to third-party services, not provided for under an Order Form, available to Client via the Cloud Software, for example, job board distribution services via an integration marketplace ("Integrated Services"), subject to online click-through terms and conditions applicable to the Integrated Services. A User will have no obligation to use such Integrated Services or accept such terms and conditions, and Paradox will have no obligation to make such Integrated Services available to Client. However, where a User accepts such terms and conditions, those terms and conditions will govern Client's access to and use of the Integrated Services.

**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 set forth herein, any Party may immediately seek equitable relief (without the necessity of posting bond), including 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. The word "including" or any variation thereof means "including, without limitation." References to a specific website or URL include any successor or replacement websites or URLs.

**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.

**q. 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.