RippleMatch Master Subscription Agreement

This Master Subscription Agreement (the "**MSA**") governs the use of RippleMatch's candidate matching services and associated products and services (collectively, the "**Service**") as set forth in an applicable Order Form executed between RippleMatch Inc., a Delaware corporation ("**RippleMatch**", "**We**", or "**Us**") and the entity placing an order for software and services ("**Client**", or "**You**"). By executing an Order Form that incorporates this MSA by reference, Client agrees to the terms and conditions set forth in the MSA. Together, the MSA and any applicable Order Form(s) constitute the "**Agreement**". This agreement was last updated on October 26, 2021.

1. Definitions.

   1.1. "**Authorized User**" means Client and Client's employees, consultants, contractors, and agents (i) who are authorized by Client to access and use the Service under the rights granted to Client pursuant to this Agreement and (ii) for whom access to the Service has been purchased hereunder.

   1.2. "**Service**" means the services provided by Provider under this Agreement that are detailed on Provider's website available at https://www.ripplematch.com and reflected in the Client's Order Form.

   1.3. "**Client Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client or any other Authorized User through the Service.

   1.4. "**Documentation**" means Provider's user manuals, handbooks, and guides relating to the Service provided by Provider to Client either electronically or in hard copy form/end user documentation relating to the Service available at https://help.ripplematch.com/en/

   1.5. "**End User**" means the recruiter or Authorized User utilizing the Services.

   1.6. "**Order Form**" means any and all Order Forms executed between Client and Provider reflecting the purchase of our Service.

   1.7. "**Provider IP**" means the Service, the Documentation, and all intellectual property provided to Client or any other Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Client's access to or use of the Service, but does not include Client Data.

   1.8. "**Third-Party Products**" means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Service.

2. Access and Use.

   2.1. Access Right. Subject to and conditioned on your payment of Fees and compliance with all other terms and conditions of this Agreement, where End Users will be subject to our Terms of Service (https://ripplematch.com/tos), and our Privacy Policy (https://ripplematch.com/privacy), Provider hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Service during the Term solely for your internal business operations by Authorized Users in accordance with the terms and conditions herein. Provider shall provide you the necessary passwords and access credentials to allow you to access the Service.

2.2. <u>Documentation License</u>. Subject to the terms and conditions contained in this Agreement, Provider hereby grants you a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use the Documentation during the Term solely for your internal business purposes in connection with use of the Service.

2.3. <u>Use Restrictions</u>. You shall not, and shall not permit any Authorized Users to, use the Service, any software component of the Service, or Documentation for any purposes beyond the scope of the access granted in this Agreement. You shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Service, any software component of the Service, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service, in whole or in part; (iv) remove any proprietary notices from the Service or Documentation; or (v) use the Service or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.

2.4. <u>Suspension</u>. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Client's and any other Authorized User's access to any portion or all of the Service if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Client's or any other Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other Client or vendor of Provider; (C) Client or any other Authorized User is using the Provider IP 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) Provider's provision of the Service to Client or any other Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Client to access the Service; or (iii) in accordance with Section 8 (Termination) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to the Service following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Client or any other Authorized User may incur as a result of a Service Suspension.

2.5. <u>Affiliates</u>. The use of the Service by Client Affiliates is not included in this Agreement. An Affiliate is any legal entity that, directly or indirectly, is controlled by or controls the Client, where "control" means (a) ownership of more than 50% of equity or (b) the power to direct or cause the direction of management and policies, for so long as such entity continues to be controlled by or controls the Client.

2.6. <u>Service Availability</u>. The Service is intended to be highly available excluding scheduled maintenance windows. RippleMatch will use commercially reasonable efforts to maximize availability of the Service to Client, but does not represent or guarantee that the Service will be available at all times. Client acknowledges that Client's ability to access and use the Service may also be affected by resources and factors outside the control of RippleMatch, including Client's access to the internet. RippleMatch may monitor and log use and performance of the Service and may modify the Service in its sole discretion.

2.7. <u>Non-Circumvention</u>. Client shall not attempt to circumvent or disable any access or use restrictions put in place by RippleMatch, nor enter into any separate business transaction with any person or entity to avoid Client's obligations in this Agreement.

3. <u>Pricing</u>.

   3.1. <u>Subscription Fee.</u> Client may access the Service on an all-access subscription basis for the term described in the applicable Order Form ("**Subscription Period**") commencing on the start date, subject to Client's payment of the specified fee. Except as otherwise described by the Order Form, the Service will automatically renew for an additional term equal in length to the expiring subscription term at RippleMatch's then-current prices unless either party gives the other written notice of non-renewal at least 30 days prior to the current Subscription Period's end date. Client will also be able to renew subscription early by confirming their desire to renew for an additional term equal in length to the expiring subscription term at RippleMatch's then current prices in writing. RippleMatch will invoice Client on or before 30 days prior to the end date of the current Subscription Period. Subscription Fees are not refundable in the event of termination before the end of the Subscription Period.

   3.2. <u>Payment</u>. All invoices shall be delivered to Client via email at the address provided by Client. Client shall pay RippleMatch within 30 days of the invoice date. If Client withholds payment of any amount due under an invoice, RippleMatch may suspend Client's access to and use of the Service until the outstanding balance has been paid in full. RippleMatch will restore access to the Service promptly after all outstanding amounts owed have been paid. The fees payable hereunder exclude all applicable sales, use and other taxes, and Client will be responsible for payment of all such taxes, fees, duties and charges, and any related penalties and interest, that may arise from Client's use of the Service.

   3.3. <u>Taxes</u>. The Subscription Fees stated in the Order Form are exclusive of any federal, state, and local taxes, including sales, use, value-added, or similar transaction taxes (collectively, "**Taxes**"). Client will be responsible for payment of all applicable Taxes associated with Client's purchase of the Service, except for those taxes based on RippleMatch's net income. If RippleMatch has the legal obligation to pay or collect Taxes for which Client is responsible, the appropriate amount will be separately stated on the invoice and paid by Client, unless Client provides RippleMatch with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. <u>Confidential Information</u>. From time to time during the Term, Provider and Client may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media and whether or not marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, agents, or subcontractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the

receiving party and will expire five years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law..

5. Client Responsibilities.

   5.1. Acceptable Use Policy. The Service may not be used for unlawful, fraudulent, offensive, or obscene activity, as further described and set forth in this Master Subscription Agreement, and Provider's acceptable use policy ("**AUP**") located within the Terms of Service at https://ripplematch.com/tos, as may be amended from time to time, which is incorporated herein by reference. You will comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on the Terms of Service from time to time, including the AUP.

   5.2. Account Use. You are responsible and liable for all uses of the Service and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Service and shall cause Authorized Users to comply with such provisions.

   5.3. Client Data. You hereby grant to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for Provider to provide the Service to you, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Client Data incorporated within the Aggregated Statistics. You will ensure that Client Data and any Authorized User's use of Client Data will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Client Data.

   5.4. Passwords and Access Credentials. You are responsible for keeping your passwords and access credentials associated with the Service confidential. You will not sell or transfer them to any other person or entity. You will promptly notify us about any unauthorized access to your passwords or access credentials.

6. Intellectual Property Rights.

   6.1. Client's Rights

      6.1.1. Retention of Rights. We respect your intellectual property rights. Unless otherwise provided under this Agreement, you retain all rights in and to Client Data, including to any intellectual property you have in such Client Data. Use of the Services will not affect your ownership of such Client Data. We, our Affiliates, and our contractors may access and use the Client Data solely for the purposes of providing and managing the Services and as permitted in Section 6.2.2 below.

      6.1.2. Right to Use the Service. Subject to your compliance with the Agreement, including the payment of applicable fees, we grant to you a non-exclusive, personal, non-transferable, limited, non-sublicensable, right to access the features and functions of the Services, during the Term.

Your right to use the Services is subject to the terms and conditions of this Agreement, including any usage or other parameters or limitations set forth in the applicable Order Form. You shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this Agreement that are applicable their use of the Services and shall cause them to comply with such provisions.

6.1.3. <u>Limited Trademark License</u>. We grant to you a limited, nonexclusive, royalty-free, non-transferable license to display our authorized trademarks and logos so that you can reference that you are a Client of ours and our Services and during the Term. This grant is conditioned upon our review and approval as to the use and presentation of our trademarks and logos. Any goodwill that is derived from the use of our marks inures to our benefit.

6.2. <u>Our Rights</u>

6.2.1. Retention of Rights. Except as expressly granted in this Agreement, we retain all rights, title, and interests in and to the Services and all related intellectual property, including any improvements, modifications, updates, and enhancements thereto.

6.2.2. License Grant to Client Data. You grant to us a nonexclusive, worldwide, fully paid-up, royalty-free, license to the Client Data to allow us to provide the Services and (in de-identified, aggregate form) to exercise our rights under the Agreement, including the right to develop, improve, and commercially offer the Services and new services.

6.2.3. Limited Trademark License. You grant to us a limited, non-exclusive, royalty-free, non-transferable license to display your approved trademarks and logos for the limited purpose of allowing us to reference that you are a Client of our Services. Any goodwill that is derived from the use of your marks inures to you. In addition, to the extent that you engage us to assist in private-labeling any of the Services, you grant us a limited, non-exclusive, royalty-free, non-transferable license to use your approved trademarks, logos, and related intellectual property.

6.2.4. Feedback. Any suggestions or ideas that you provide to us for the improvement of the Services or our other offerings will be our sole property, including all intellectual property and any changes or improvements to the intellectual property. All feedback will be deemed non-confidential.

7. <u>No Warranty</u>.

THE SERVICE AND ANY RELATED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED. RIPPLEMATCH DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RIPPLEMATCH DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CLIENT'S NEEDS OR REQUIREMENTS, THAT ANY INFORMATION OBTAINED THROUGH USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, THAT USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, OR THAT ALL DEFECTS IN THE SERVICE WILL BE CORRECTED.

8. <u>Termination</u>.

8.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form.

8.2. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Upon the expiration or termination of this Agreement, RippleMatch will disable Client's online access to the Service. Client will pay in full for the Services up to and including the last day on which the Services are provided. All rights and obligations under this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

9. Risk of Loss and Limitation of Liability.

9.1. Risk of Loss. Client accepts all risk of loss or damage to the computer systems or other devices of Client and of Client's third-party contractors and consultants, or loss of data, which results from or in connection with use of the Service by Client and/or Client's third-party contractors and consultants.

9.2. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS; LOSS OR CORRUPTION OF DATA; LOSS OR INTERRUPTION OF BUSINESS, GOODWILL OR REPUTATION; OR FOR ANY OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES OF ANY KIND EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING TORT, CONTRACT, NEGLIGENCE AND STRICT LIABILITY, EXCEED THE AMOUNTS PAID TO RIPPLEMATCH BY CLIENT FOR ACCESS TO THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE DATE THE CLAIM AROSE. Each party acknowledges and agrees that the foregoing limitations of liability are essential elements of the bargain and that in the absence of such limitations, the financial and other terms of this Agreement would be substantially different.

10. Indemnification.

10.1. Client acknowledges that by making the Service available, RippleMatch does not assume any responsibility or liability for the risks associated with Client's business. Client shall defend, indemnify and hold harmless RippleMatch and its affiliates, officers, directors, employees, agents and representatives from and against all claims by third parties arising out of or relating in any way to the conduct of Client's business or the use of or inability to use the Service, and all associated losses, costs, damages and settlements, including legal fees and expenses.

10.2. RippleMatch shall hold Client harmless from liability to third parties resulting from infringement by the Service of any United States patent or of any copyright or from misappropriation of any trade secret, provided RippleMatch is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. RippleMatch will not be responsible for any settlement it does not approve in writing.

11. Representations and Warranties.

Each party represents and warrants that (1) it has full authority to execute this Agreement; (2) it shall comply with all laws applicable to the operation of its business and provision or use of the Service including laws relating to non-discriminatory hiring practices; (3) it is not a party to any contract that would prohibit it from

performing its obligations under this Agreement; and (4) in the case of Client, it is entering into this Agreement for business purposes and not as a consumer (as that term is defined under state or federal law). Client agrees that it shall at all times treat all candidates with respect, advise candidates in advance if an interview appointment will be missed or needs to be changed, maintain and enforce non-discriminatory hiring and employment practices and non-harassment policies, comply with data protection and privacy laws, and communicate truthfully and transparently with candidates.

12. Miscellaneous

12.1.   Independent Contractors. The relationship of the parties established by this Agreement is that of independent contractors, and not as partners, joint-venturers, co-owners or otherwise as participants in a joint or common undertaking.

12.2.   Assignments; Successors; Severability; Waivers. Client may not assign or transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement to any third party without RippleMatch's prior written consent. Any attempted assignment or transfer in violation of the foregoing is null and void and a material breach of this Agreement. This Agreement inures to the benefit of RippleMatch and its successors and assigns. If any provision of this Agreement is unenforceable, the remaining provisions will continue in full force and effect. All waivers must be in writing. Any failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of that or any other provision.

12.3.   Notices. Any notice given under this Agreement shall be by email and sent to the last address provided in writing by a party to the other party. Notices shall be effective upon receipt.

12.4.   Governing Law; Venue; Remedies. This Agreement shall be governed by the internal laws of the State of New York excluding its conflict of laws rules. Any dispute arising from or relating to the subject matter of this Agreement shall be subject to the exclusive jurisdiction and venue of the state and Federal courts of New York County, NY. The parties' rights and remedies under this Agreement are cumulative and the parties may obtain injunctive relief.

12.5.   Construction. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. Any use of "including" shall also be deemed to mean "including without limitation." Any ambiguity in this Agreement shall be interpreted equitably without regard to which party drafted the Agreement or any provision thereof.

12.6.   Entire Agreement. This Agreement, together with any applicable Order Forms or Statements of Work, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings and communications, whether written or oral. This Agreement may be amended only by a written document signed by both parties.

If you have a Master Subscription Agreement with RippleMatch before October 26, 2021 please refer to ripplematch.com/msa-archives to view previous RippleMatch Master Subscription Agreements.