



GREENHOUSE SOFTWARE, INC.

MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT (THE “**MSA**”) GOVERNS GREENHOUSE’S PROVISION OF THE SAAS SERVICES, AND LICENSEE’S USE THEREOF, AS SET FORTH IN AN APPLICABLE ORDER FORM EXECUTED BETWEEN GREENHOUSE SOFTWARE, INC. (“**GREENHOUSE**”) AND THE ENTITY PLACING AN ORDER FOR GREENHOUSE SERVICES (“**LICENSEE**”) (EACH, A “**PARTY**”, AND COLLECTIVELY, THE “**PARTIES**”). BY EXECUTING AN ORDER FORM THAT INCORPORATES THIS MSA BY REFERENCE, LICENSEE AGREES TO THE TERMS OF THIS MSA. TOGETHER, THE MSA, ANY APPLICABLE ORDER FORM(S) AND/OR SOWs, THE SLA AND ANY ADDENDA HERETO CONSTITUTE THE “**AGREEMENT**.” THE INDIVIDUAL SIGNING THE ORDER FORM FOR LICENSEE REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND LICENSEE.

1. SCOPE OF AGREEMENT

This MSA governs Greenhouse’s provision of Greenhouse Services, as defined herein, pursuant to an Order Form (as defined below) detailing the Greenhouse Services purchased, each of which shall incorporate this MSA by reference. This MSA may also govern the use of any Add-On Services (as defined below) pursuant to an Order Form; provided, however, that such Add-On Services may also be subject to additional terms and conditions under an addendum to this MSA. In order to be binding, an Order Form must be signed by both Parties. The Parties may add Order Forms from time to time during the term of the Agreement.

2. DEFINITIONS

“**Add-On Services**” mean any software or services provided by Greenhouse to Licensee for Licensee’s Internal Use that are not the SaaS Services. Add-On Services purchased by Licensee pursuant to an Order Form, if any, will be outlined as a separate product on the applicable Order Form.

“**Affiliate**” means any entity which is directly or indirectly controlling, controlled by, or under common control with a party to this Agreement. In the case of Greenhouse, Affiliate shall mean Greenhouse Enterprises, LLC and any other entities that Greenhouse Enterprises, LLC directly or indirectly controls through one or more intermediaries.

“**Aggregated Statistics**” means aggregate and/or anonymized data and information related to Licensee’s use of the SaaS Services that are non-personally identifiable with respect to Licensee and/or any individual.

“**Greenhouse Account**” means Licensee’s password-restricted account by which it may access and use the SaaS Services.

“**Greenhouse Services**” means the SaaS Services and Professional Services provisioned to Licensee pursuant to the Agreement.

“**Internal Use**” means use of the Greenhouse Services or Add-On Services for recruiting and hiring purposes, solely for the benefit of Licensee and/or Licensee Affiliates.

“Licensee Data” means any material that is entered into the SaaS Services by Licensee, Licensee’s employees or contractors, or any third parties acting on behalf of or at the direction of Licensee (including, for the avoidance of doubt, Licensee’s job applicants). Licensee Data does not include Aggregated Statistics.

“Licensee Personnel” means employees and third parties acting on behalf of Licensee or its Affiliates at their request, such as recruiting agencies.

“Order Form” means a written ordering document that is executed by both Parties, describes the Greenhouse Services purchased and sets forth the term, fees, and billing terms.

“Personal Data” means information that identifies a person, such as a name or online identifier, that is uploaded into the SaaS Services by Licensee or by third parties acting on Licensee’s behalf, including job applicants.

“Professional Services” means services provided by Greenhouse (other than the SaaS Services) to enable or optimize Licensee’s use of the SaaS Services, which may include without limitation data migration, data export, implementation, ongoing support, custom development, and individualized training. All Professional Services will be provided subject to a separate SOW executed by the Parties and will be subject to the terms of the Professional Services Addendum referenced in the applicable Order Form.

“SaaS Services” means Greenhouse’s proprietary recruiting and onboarding software-as-a-service products, which shall be accessed by Licensee via the internet and will include any updates made generally available at no additional charge to similarly situated Greenhouse customers. SaaS Services does not include Add-On Services, Third Party Services, or any Professional Services.

“SLA” or “Service Level Agreement” means Greenhouse’s Service Level Agreement, which is located at <https://www.greenhouse.io/service-level-agreement>.

“SOW” or “Statement of Work” means a written order executed by the Parties that describes the Professional Services to be provided to Licensee, along with associated fees and other relevant terms.

“Third Party Services” means any web-based, mobile, offline or other services, products, software, data, information or materials that are provided by a third party or are otherwise not proprietary to Licensee or Greenhouse and interoperate or are otherwise provided in connection with the Greenhouse Services.

3. PROPRIETARY RIGHTS

(a) **Access to SaaS Services.** Subject to and conditioned on Licensee’s compliance with the terms and conditions of the Agreement, including without limitation payment of Fees, Greenhouse grants to Licensee and its Affiliates a non-exclusive, non-transferable, non-sublicensable, worldwide right to access and use the SaaS Services, as provided by Greenhouse, solely for Internal Use during the Term.

(b) **Greenhouse Ownership of Greenhouse Services.** Except for the rights granted in Section 3(a) above, Greenhouse retains all right, title and interest, including all intellectual property rights, in and to the Greenhouse Services and Aggregated Statistics. Licensee acknowledges that the Greenhouse Services include Greenhouse’s valuable trade secrets and improper use or disclosure may cause Greenhouse irreparable harm. Accordingly, Licensee agrees to use the Greenhouse Services solely as authorized in this Agreement. Licensee further acknowledges that the rights granted pursuant to this Agreement are not a sale and does not transfer to Licensee title or ownership of the SaaS Services or a copy of any source or

object code related to the SaaS Services, but only a right of limited use. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED TO GREENHOUSE.

(c) **Licensee Data.** Subject to the terms and conditions of this Agreement, Licensee grants to Greenhouse a non-exclusive, non-transferable (except pursuant to Section 12(a) below), worldwide license to use the Licensee Data for the purpose of providing the Greenhouse Services, including the right to store, process, display, use and generally make the Licensee Data available through the internet and the SaaS Services in order to provide the Greenhouse Services in accordance with this Agreement. Licensee represents and warrants that: (i) it either owns the Licensee Data or is otherwise permitted to grant the license set forth in this Section 3(c); (ii) Licensee owns or otherwise has and will have the necessary rights and consents so that the posting and use of Licensee Data on or through the SaaS Services does not and will not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person; and (iii) the posting of Licensee Data on the SaaS Services does not and will not result in a breach of contract between Licensee and any third party.

(d) **Aggregated Data.** Licensee agrees that Greenhouse may gather, calculate and use Aggregated Statistics (but not the underlying Licensee Data) for purposes of Greenhouse's own sales, marketing, business development, product enhancement, or customer service initiatives. Notwithstanding the foregoing, Greenhouse shall ensure that the statistics will not constitute Personal Data and will not include any Personal Data.

(e) **Feedback.** If Licensee or any of its Affiliates, employees, contractors or agents sends or transmits any communications, materials or feedback to Greenhouse suggesting or recommending changes, modifications, alterations or fixes to Greenhouse Services, including without limitation, new features or functionality relating thereto ("**Feedback**"), Greenhouse is free to use such Feedback in its sole discretion, and Licensee hereby irrevocably assigns to Greenhouse on its behalf, and on behalf of its Affiliates, employees, contractors or agents, all right, title, and interest in the Feedback.

4. USE OF THE GREENHOUSE SERVICES

(a) **Greenhouse's Responsibilities.** Greenhouse will make the SaaS Services available in accordance with the Greenhouse SLA, which is incorporated into this MSA in its entirety, and will provide the Greenhouse Services only in accordance with applicable laws and government regulations. Greenhouse will maintain appropriate administrative, technical and physical safeguards designed to protect the security, confidentiality and integrity of Licensee Data.

(b) **Licensee Responsibilities.** Licensee will (i) ensure that its Affiliates and the Licensee Personnel comply with this Agreement, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the SaaS Services, and notify Greenhouse immediately of any such unauthorized access and/or use of which Licensee becomes aware, and (iii) use the SaaS Services only in accordance with this Agreement and all applicable laws and government regulations. Licensee and its Affiliates shall be jointly and severally liable for any breach of this Agreement by a Licensee Affiliate.

(c) **Restrictions on Use of Greenhouse Services.** Licensee will not, and will not permit any third party to: (i) make the Greenhouse Services available to any third party (except for and Licensee Personnel), (ii) sell, resell, rent, lend, sublicense, assign, distribute, publish, transfer, lease or otherwise use the Greenhouse Services for the benefit of third parties, (iii) use the Greenhouse Services to store or transmit material that infringes the intellectual property rights or other proprietary rights of any third party or violates third-party privacy rights, (iv) use the Greenhouse Services to transmit malicious code, (v) attempt to gain unauthorized access to the Greenhouse Services or its related systems or networks, (vi)

interfere with or disrupt the integrity or performance of the Greenhouse Services or any third-party data contained therein, (vii) copy, modify, translate, or create derivative works of the Greenhouse Services; (viii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Greenhouse Services; (ix) circumvent or attempt to circumvent any technological protective measures put in place to prevent or restrict access to the Greenhouse Services, including without limitation other accounts, computer systems or networks connected to the Greenhouse Services; or (x) use or view the Greenhouse Services for the purposes of developing, directly or indirectly, a product or service competitive to the Greenhouse Services. Greenhouse may monitor the Greenhouse Services for a violation of this Agreement or any applicable law or third party rights and, notwithstanding anything to the contrary in this MSA, Greenhouse may, without liability to Licensee: (I) suspend access to the Greenhouse Services for the duration of any such violation, or (II) immediately terminate this Agreement upon reasonable suspicion that the Greenhouse Services are being used in a manner that is reasonably suggestive of fraud or that Licensee is using the Greenhouse Services for a reason other than Licensee's Internal Use or in violation of this Section 4(c). Greenhouse will use commercially reasonable efforts to provide notice to Licensee in advance of any such suspension to the extent practicable under the circumstances.

(d) **Beta Programs.** Greenhouse may make available services or functionality of the Greenhouse Services to Licensee to try at its option at no additional charge which is designated as beta, pilot, limited release, or evaluation (each, a "**Beta Program**"). Licensee may be presented with additional terms and conditions when registering for a Beta Program, and any such additional terms and conditions are hereby incorporated into this Agreement by reference and are legally binding upon the Parties.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION SECTIONS 8 AND 10, BETA PROGRAMS ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND IN NO EVENT SHALL GREENHOUSE'S LIABILITY UNDER OR IN CONNECTION WITH A BETA PROGRAM EXCEED \$1,000.

(e) **Integration with Third Party Services.** The Greenhouse Services may contain features designed to interoperate with Third Party Services. To use such features, Licensee may be required to obtain access to such Third Party Services from their providers and may be required to grant Greenhouse access to Licensee's account for such Third Party Services. If Licensee installs or enables Third Party Services for use with the Greenhouse Services, Licensee grants Greenhouse permission to allow the provider of that Third Party Service to access and use Licensee Data as required for interoperation of that Third Party Service and the Greenhouse Service. Greenhouse cannot guarantee the continued availability of such Third Party Service features and may cease providing them without entitling Licensee to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third Party Service ceases to make the Third Party Service available for interoperation with the corresponding Greenhouse Service features in a manner acceptable to Greenhouse. Licensee acknowledges that (i) Third Party Service providers are not Greenhouse's agent, subcontractor or sub-processor, (ii) Greenhouse makes no representations or warranties regarding Third Party Services, (iii) a Third Party Service's terms and conditions, including their data protection terms, and not this Agreement, shall apply to Licensee and govern Licensee's use of that Third Party Service, (iv) Greenhouse is not responsible for the content and operation of any Third Party Services, or for the acts or omissions of any Third Party Service provider, (v) Greenhouse has no liability whatsoever to Licensee arising out of or related to Third Party Services, and (vi) Greenhouse has no control over Licensee Data provided to any Third Party Service, and Greenhouse is not liable for any disclosure, modification, deletion of or failure to delete Licensee Data resulting from access by a Third Party Service.

5. FEES AND PAYMENT

(a) **Fees.** Licensee will pay Greenhouse all fees set forth on any applicable Order Form or SOW (collectively, the "**Fees**") within thirty (30) days of Licensee's receipt of an invoice, unless otherwise set forth in such Order Form or SOW. Licensee's payment obligations are non-cancelable and non-refundable, except in the event of Licensee's termination under Section 7(c), and all Fees are due in advance and are based on the Greenhouse Services purchased and not actual usage. For the avoidance of doubt, any SaaS Services subscription Fees due under this Agreement are based on Licensee's employee headcount, which shall also include all employees of Licensee's Affiliates.

(b) **Payment Terms.** For all Fees, Licensee will provide Greenhouse with a valid check, ACH, wire, credit card, debit card or alternative method of payment reasonably acceptable to Greenhouse. Licensee is solely responsible for providing Greenhouse accurate and complete billing and contact information and for notifying Greenhouse of any changes to such information.

(c) **Payment Disputes.** If Licensee disputes an invoice in good faith, it will notify Greenhouse within fifteen (15) days of receipt of the invoice and the Parties will seek to resolve the dispute over a fifteen (15) day discussion period. Licensee is not required to pay disputed amounts during the discussion period, but will timely pay all undisputed amounts. After the discussion period, either Party may pursue any available remedies.

(d) **Overdue Charges.** Greenhouse reserves the right to charge Licensee interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, on any Fees not received within fifteen (15) days of the date such payment was due. Additionally, in the event any Fees are more than thirty (30) days overdue, Greenhouse may suspend its performance of the Greenhouse Services, and require full payment before Greenhouse resumes performance.

(e) **Taxes.** Greenhouse Fees are exclusive of any taxes, levies, tariffs, duties or other governmental assessments of any nature, such as but not limited to, sales, use, value-added, and withholding taxes (collectively, "Taxes"). Licensee is responsible for paying all Taxes associated with the Fees. If Greenhouse is required to pay or collect Taxes for which Licensee is responsible under this Section 5(e), Greenhouse will include Taxes on the invoice to Licensee.

6. CONFIDENTIAL INFORMATION

(a) **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally, electronically or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Without limitation, Licensee's Confidential Information will include Licensee Data; Greenhouse's Confidential Information will include the Greenhouse Services; and Confidential Information of each Party will include business and marketing plans, pricing, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use of the Confidential Information.

(b) **Protection of Confidential Information.** The Receiving Party will use the same degree of care to protect the Disclosing Party's Confidential Information that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care). The Receiving Party agrees (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who are subject to confidentiality obligations with the Receiving Party substantially similar to those herein (collectively, "Representatives"). The Receiving Party shall be liable for any breach of this Section 6 by its Representatives as if such Representatives were a party hereto. Neither Party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and its legal counsel and accountants, or as necessary to enforce its rights hereunder, without the other Party's prior written consent.

(c) **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7. TERM AND TERMINATION

(a) **Term of Agreement.** This Agreement takes effect on the date Licensee first signs an Order Form incorporating this MSA and will remain in effect until all applicable Order Forms have expired or been terminated (the "**Term**").

(b) **Term of Subscriptions.** The initial term of each subscription to Greenhouse Services will be described in the applicable Order Form (the "**Initial Term**"). Except as otherwise described in an Order Form, subscriptions for each Greenhouse Service will automatically renew for additional periods equal in length to the expiring subscription term (each, a "**Renewal Term**") unless either Party provides notice of non-renewal at least thirty (30) days prior to commencement of the next renewal term. If the expiring subscription term is one year or longer, Greenhouse will notify Licensee of a pending auto-renewal at least sixty (60) days prior to commencement of the next renewal term.

(c) **Termination.** If either Party commits a material breach or default in the performance of any of its obligations under the Agreement, then the other Party may terminate the Agreement, provided that the terminating Party gives the breaching or defaulting Party written notice of termination specifying the underlying breach or default within thirty (30) days of discovery of such breach or default, and such breach or default remains uncured thirty (30) days after the breaching or defaulting Party receives the notice. Either Party may terminate the Agreement if the other Party (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) **Effect of Termination.** Upon expiration or termination of the Agreement for any reason, the rights, access and use the Greenhouse Services granted to Licensee under the Agreement will immediately terminate. If the Agreement expires, or if Greenhouse terminates this Agreement pursuant to Section 7(c), any unpaid Fees will become immediately due and payable to Greenhouse. If Licensee terminates the Agreement pursuant to Section 7(c), Greenhouse will provide Licensee with a pro-rated refund of any prepaid, unused Fees covering the period from the date of termination through the end of the Term. In no event will expiration or termination of the Agreement relieve Licensee of any obligation to pay Fees applicable to the period prior to the date of termination.

(e) **Data.** Upon expiration or termination of this Agreement for any reason, Greenhouse shall provide an export file of Licensee Data (in a reasonably usable digital format) to Licensee at Greenhouse's then-current rates, if Licensee requests this within thirty (30) business days of such expiration or termination. Alternatively, Greenhouse will provide Licensee with an API key that will give Licensee the access and functionality necessary to export the Licensee Data upon Licensee's request at any time during the Term, at no cost to Licensee. All Licensee Data will be queued for deletion ninety (90) days following expiration or termination of this Agreement.

(f) **Survival.** All terms and provisions of the Agreement, including any exhibits, which by their nature are intended to survive any termination or expiration of this Agreement, will so survive, including without limitation Sections 3, 5, 6, 7, 8, 9, 10, 11 and 12.

8. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (b) it has the right, power and authority to enter the Agreement and to grant the rights granted hereunder and to perform all of its obligations hereunder; (c) the execution of any Order Form(s) incorporating this MSA by its representative whose signature is set forth therein has been duly authorized by all necessary corporate or organizational action of the Party; (d) when any Order Form incorporating this MSA is executed and delivered by both Parties, this MSA will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (e) it will abide by all applicable laws and regulations related to the performance of its obligations under this Agreement.

9. WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH HEREIN AND IN THE SLA, THE GREENHOUSE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND GREENHOUSE MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE GREENHOUSE SERVICES, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS. GREENHOUSE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE AND ALL OTHER IMPLIED OR STATUTORY WARRANTIES, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE ABOVE. GREENHOUSE DOES NOT WARRANT THAT THE GREENHOUSE SERVICES WILL BE ERROR-FREE, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR

WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES OR THAT THE GREENHOUSE SERVICES WILL WORK WITHOUT INTERRUPTIONS.

10. LIMITATION OF LIABILITY

(a) EXCEPT WITH RESPECT TO EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, GREENHOUSE'S LIABILITY FOR AN INFRINGEMENT CLAIM, LICENSEE'S INDEMNIFICATION OBLIGATIONS, AND LICENSEE'S BREACH OF SECTION 4(c) OF THIS MSA, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT EXCEED THE FEES RECEIVED FROM OR PAYABLE BY LICENSEE TO GREENHOUSE PURSUANT TO THE ORDER FORM TO WHICH THE APPLICABLE CLAIM RELATES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

(b) EXCEPT FOR LICENSEE'S BREACH OF SECTION 4(c) OF THIS MSA OR GREENHOUSE'S LIABILITY FOR AN INFRINGEMENT CLAIM, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR ANY LOSS OF ANTICIPATED PROFITS OR REVENUE, OR LOSS OR INTERRUPTION OF USE OF ANY FILES, DATA OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THIS AGREEMENT.

11. INDEMNIFICATION

(a) Greenhouse will indemnify, defend and hold Licensee, its Affiliates and their officers, directors, employees, agents, successors and assigns harmless from any third party claim, action, suit or proceeding made or brought against Licensee alleging that Licensee's use of the SaaS Services in accordance with the Agreement infringes such third party's intellectual property rights (an "**Infringement Claim**"). In the event of an Infringement Claim, Greenhouse may, at its sole option and expense: (i) procure for Licensee the right to continue use of the SaaS Services or the infringing part thereof; or (ii) modify or alter the SaaS Services or infringing part thereof, or replace the SaaS Services or infringing part thereof with other SaaS Services having substantially the same or better capabilities; or, (iii) if neither of the foregoing is commercially reasonable, terminate the Agreement and repay to Licensee a pro-rata portion, if any, of any prepaid but unused Fees. Greenhouse will have no liability for an Infringement Claim if the actual or alleged infringement results from (w) Licensee's breach of the Agreement, (x) Licensee's modification, alteration or addition made to the SaaS Services or any use thereof, including any combination of the SaaS Services with other materials, products, services or software not provided or authorized by Greenhouse, (y) Licensee's failure to use any updates, corrections or modifications made available by Greenhouse that would not result in any material loss of functionality, or (z) Licensee Data or Third Party Services. Greenhouse also disclaims any liability for settlements entered into by Licensee or costs incurred by Licensee in relation to an Infringement Claim that are not pre-approved by Greenhouse in writing. The remedies set forth in this Section 11(a) shall be Licensee's sole and exclusive remedies for any infringement or misappropriation of intellectual property rights.

(b) Licensee will indemnify, defend and hold Greenhouse, its Affiliates and their officers, directors, employees, agents, successors and assigns harmless from (i) any third party claim, action, suit or proceeding arising out of or resulting from Licensee Data or Greenhouse's use thereof; and (ii) any fines or penalties that may arise as a result of Licensee's breach of the export restrictions set forth in Section 12(c).

(c) Each Party's indemnity obligations are subject to the following: (i) the indemnified Party will promptly notify the indemnifying Party in writing of the applicable claim, provided that any failure or delay in such notice shall not relieve the indemnifying Party of its obligations except to the extent that the defense of such claim is materially prejudiced; (ii) the indemnifying Party will have sole control of the defense and all related settlement negotiations with respect to the claim (provided that the indemnifying Party may not settle or defend any claim unless it unconditionally releases the indemnified Party of all liability); and (iii) the indemnified Party will reasonably cooperate to the extent necessary for the defense of such claim, at the indemnifying Party's expense.

12. MISCELLANEOUS

(a) **Assignment.** Neither Party may assign the Agreement or any rights or obligations hereunder, directly or indirectly, by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that either Party may assign the Agreement to a parent, Affiliate, subsidiary, or successor to its business, if any, resulting from a merger, acquisition, sale of assets or other change in control. Subject to the foregoing, the Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any attempted assignment in violation of this Section 12(a) will be null and void.

(b) **U.S. Government Rights.** To the extent applicable, Greenhouse provides the Greenhouse Services, including related SaaS Services and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Greenhouse Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with all applicable and required FARs and DFARs clauses including, but not limited to, FAR 12.211 (Technical Data) and FAR 12.212 (Software), FAR 252.204-7012 (Safeguarding Covered Defense Information and Cyber Incident Reporting), FAR 52.225-1 (Buy American Supplies) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), DFAR 252.204-7012 (Safeguarding Covered Defense Information and Cyber Incident Reporting) and DFAR 252.225-7001 (Buy American and Balance of Payments Program). If a government agency has a need for rights not conveyed under these terms, it must negotiate mutually acceptable terms with Greenhouse and execute a written addendum specifically conveying such rights.

(c) **Export and Sanctions Compliance.** Licensee agrees that Licensee's use of the Greenhouse Services will comply with applicable export control and trade sanctions laws, rules and regulations, including without limitation the regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") (collectively, "**Export and Sanctions Laws**"). Licensee represents and warrants that Licensee is not (i) located, organized, or resident in a country or territory that is subject to comprehensive U.S. trade sanctions (currently, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk (DNR) and Luhansk (LNR) regions of Ukraine); or (ii) identified on, or owned or controlled by any party identified on, any applicable sanctions or restricted party list, including the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, and Sectoral Sanctions

Identifications List, administered by OFAC. Licensee agrees that Licensee will not use the Greenhouse Services to disclose, transfer, download, export or re-export, directly or indirectly, any Licensee Data to any country, entity or other party that is ineligible to receive such Licensee Data under the Export and Sanctions Laws. Licensee acknowledges that the Greenhouse Services may not be available in all jurisdictions.

(d) **Insurance.** During the Term and for one (1) year thereafter, Greenhouse will maintain the following policies of insurance:

- (i) Comprehensive General Liability (CGL) Insurance: \$2,000,000 per occurrence;
- (ii) Workers Compensation and Employer's Liability: \$1,000,000 per accident and Employers Liability with limits as required by law;
- (iii) Umbrella Coverage: \$4,000,000 per occurrence; and
- (iv) Technology Errors and Omissions Insurance: \$5,000,000 per claim.

(e) **Force Majeure.** Except for Licensee's payment obligations, neither Party will be liable to the other Party for any delay or failure to meet its obligations under this Agreement where such delay or failure is caused by events beyond its reasonable control, whether or not of a kind specifically enumerated below, such as failure of communications networks and the internet, shortage of adequate power, governmental action, fire, storms, floods or other acts of God, provided that the Party seeking to rely on such circumstances gives written notice of such circumstances to the other Party hereto and uses reasonable efforts to overcome such circumstances.

(f) **Severability.** If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Agreement will remain in full force and effect.

(g) **Modification and Waiver.** No waiver or modification of the Agreement will be valid unless made in writing and signed by both Parties. The waiver of a breach of any term hereof will in no way be construed as a waiver of any other term or breach hereof.

(h) **Subcontractors.** Greenhouse may use Affiliates and subcontractors and permit them to exercise its rights and fulfill its obligations under this Agreement, provided, however, that Greenhouse remains responsible for their compliance with this Agreement and for its overall performance under this Agreement. This does not limit any additional terms for sub-processors under a data processing addendum.

(i) **Independent Contractors.** The parties are independent contractors, not agents, partners or joint venturers.

(j) **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

(k) **Order of Precedence.** In the event of any inconsistency or conflict under the terms of this Agreement, the following order of precedence shall apply: (1) the applicable Order Form; (2) any addenda to this MSA; and (3) this MSA.

(l) **Governing Law and Jurisdiction.** The Agreement is governed by and construed under the laws of the State of New York without reference to conflict of laws principles. All disputes arising out of or related to the Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in New York, New York, and the Parties agree and submit to the exclusive jurisdiction and venue of these courts.

(m) **Entire Agreement.** This Agreement, together with the SLA and any applicable Order Forms, SOWs, or addenda embodies the entire understanding of the Parties and supersedes any previous or contemporaneous communications, whether oral or written; and may be amended only by a writing signed by both Parties. Unless explicitly provided for in an applicable Order Form or SOW, Licensee agrees that its obligations under the Agreement are not contingent on the delivery of any future functionality or features, or dependent on any oral or written comments made by Greenhouse regarding future functionality or features.