

KOMBO

AI APPLY ADDENDUM

Version 3.0

This AI Apply Addendum (the "**Addendum**") supplements the Data Processing Agreement (the "**DPA**") and the Agreement between Kombo and Customer. It applies only if and for as long as Customer activates or uses the AI Apply feature and automatically terminates upon deactivation of AI Apply or termination of the Agreement, whichever occurs first. Capitalized terms not defined in this Addendum have the meanings given in the DPA or the Agreement.

1. DEFINITIONS

- 1.1 "AI Apply"** means Kombo's feature enabling job boards and talent platforms to submit applications to public job posting URLs without a direct ATS integration. AI Apply employs AI agents to parse job posting URLs, extract application form structures, and submit completed applications to the original career site on behalf of the candidate.
- 1.2 "AI Apply Subprocessors"** means the Subprocessors engaged by Kombo specifically for the provision of AI Apply, as listed in Section 3.1, comprising (a) the "**AI Model Provider(s)**" (third-party providers of the AI models used by AI Apply), (b) browser infrastructure providers, and (c) supporting service providers. Kombo will provide notice of additional or replacement AI Apply Subprocessors in accordance with Section 4 of the DPA.
- 1.3 "EEA Customer"** means a Customer contracting with Kombo Technologies GmbH that is established in, or instructs Kombo to process Covered Personal Information of Data Subjects located in, the European Economic Area, the United Kingdom or Switzerland.

2. SCOPE OF PROCESSING

- 2.1 Activation.** Customer's activation of AI Apply constitutes a documented instruction under the DPA to engage the AI Apply Subprocessors for the processing of Covered Personal Information, in the regional configuration applicable to Customer under Section 3.
- 2.2 Purpose of Processing.** Covered Personal Information is processed through AI Apply solely to:
- (a) parse job posting URLs to extract application form structures (questions, options, conditional logic);
 - (b) convert extracted form data into a standardized API format;
 - (c) submit completed applications to the original career site on the candidate's behalf, including sending application-related notification emails to candidates; and
 - (d) address enterprise career site complexities (e.g., geo-blocking, bot detection, account creation, two-factor authentication, attribution tracking).
- 2.3 Categories of Data.** Covered Personal Information processed through AI Apply may include: candidate name, email address, phone number, address, resume/CV content, work history, education, skills, and any other information required by the employer's application form.

3. AI APPLY SUBPROCESSORS; REGIONAL PROCESSING

- 3.1 AI Apply Subprocessors.** As of the version date of this Addendum, Kombo engages the following AI Apply Subprocessors:

Provider	Purpose	Default Region	Configuration for EEA Customers
Google	AI Model Provider (parsing and	EU or US,	EU region

(Vertex AI / Gemini)	structuring of application forms)	depending on Customer residency	
Browserbase	Browser infrastructure for automated form interaction	USA	No data retention: Kombo disables data storage, session persistence, session replay and page content storage. Covered Personal Information is processed transiently in the US while a session is active; the provider retains operational session metadata (session start/end) only. Safeguarded per Sections 3.2, 3.4 and 3.8
Hyperbrowser	Browser infrastructure for automated form interaction	USA	No data retention: Kombo disables data storage, session persistence, session replay and page content storage. Covered Personal Information is processed transiently in the US while a session is active; the provider retains operational session metadata (session start/end) only. Safeguarded per Sections 3.2, 3.4 and 3.8
Langfuse Cloud (operated by ClickHouse)	LLM observability / debugging traces	EU	EU region selected by Kombo. Trace retention 30 days; backups and caches deleted within a further 30 days. Processed under the ClickHouse Data Processing Addendum, which incorporates the Standard Contractual Clauses (Module Three applies where the customer is a processor).
Mailgun	Email delivery infrastructure for candidate notification emails (e.g., application confirmations)	USA (default, whitelabeled sending domain)	EU region via Customer-specific branded sending domain (standard setup for EEA Customers); where Customer declines a branded domain, the default US configuration applies, safeguarded per Section 3.4

3.2 Regional Configuration for EEA Customers. For EEA Customers, Kombo configures AI Apply as described in the column "Configuration for EEA Customers" in Section 3.1, so that Covered Personal Information processed through AI Apply is stored only within the EU. Kombo configures the browser infrastructure providers so that data storage, session persistence, session replay and the storage of page content are disabled, and will maintain

that configuration for the term of this Addendum. Accordingly, no Covered Personal Information is retained by those providers once a browser session has ended; they retain operational session metadata (in particular session start and end times) only. Customer acknowledges that, notwithstanding this configuration, the browser infrastructure providers listed in Section 3.1 are located in the United States and transient (non-persistent) processing through their infrastructure constitutes a transfer to a third country, which is safeguarded as described in Section 3.4. For the avoidance of doubt, Covered Personal Information is processed in the United States for the duration of an active browser session; the absence of data retention does not remove that processing from the scope of Chapter V GDPR.

- 3.3 Configuration for Other Customers.** For Customers that are not EEA Customers, Covered Personal Information processed through AI Apply is processed in the regions stated in the column "Default Region" in Section 3.1.
- 3.4 Transfer Safeguards.** Where the provision of AI Apply involves a transfer of Covered Personal Information from the EEA, the United Kingdom or Switzerland to a country without an adequacy decision (in particular the transient processing described in Section 3.2), such transfers are safeguarded by (a) Standard Contractual Clauses concluded between Kombo and the relevant AI Apply Subprocessor (processor-to-processor, Module Three), together with (b) supplementary measures, including the disabling of data storage and persistence at the relevant provider in accordance with Section 3.2, encryption in transit, and access controls. Kombo will not route Covered Personal Information of EEA Customers to an AI Apply Subprocessor established in a third country unless Standard Contractual Clauses with that Subprocessor are in force. Kombo will make its transfer impact assessment for the AI Apply Subprocessors available to Customer on request. Section 8 of the DPA applies in all other respects.
- 3.5 Data Processing Restrictions.** Kombo will (a) ensure that Covered Personal Information is processed by the AI Apply Subprocessors solely to provide the AI Apply feature; (b) contractually prohibit use of Covered Personal Information for training, improving or developing AI models; (c) limit retention to what is necessary to process the specific request; (d) implement appropriate technical and organizational security measures; and (e) comply with applicable data protection laws.
- 3.6 No Model Training.** The AI Model Provider is contractually prohibited from using any Covered Personal Information processed through AI Apply to train, retrain, fine-tune, or otherwise improve any AI or machine learning models.
- 3.7 Subprocessor Framework.** The AI Apply Subprocessors are Subprocessors within the meaning of the DPA; Section 4 of the DPA (notice, objection rights, subprocessor obligations, liability) applies.
- 3.8 Residual Risk.** No browser infrastructure provider offering an EU-based service is available to Kombo at the date of this Addendum. Customer acknowledges that, for the duration of an active browser session, the relevant browser infrastructure provider has technical access to that session and to any Covered Personal Information contained in it. The measures described in Sections 3.2 and 3.4 reduce, but do not eliminate, the possibility that a public authority in the United States could obtain access to an active session by legal process. Kombo will inform Customer without undue delay if an EU-based browser infrastructure option becomes available or if this assessment changes materially.

4. AI TECHNOLOGY DISCLAIMER

- 4.1** AI APPLY USES ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING TECHNOLOGIES THAT HAVE INHERENT LIMITATIONS AND MAY PRODUCE UNEXPECTED, INACCURATE, INCOMPLETE, OR INCONSISTENT RESULTS. AI APPLY OUTPUTS ARE

PROVIDED SOLELY AS DECISION SUPPORT TOOLS AND DO NOT CONSTITUTE LEGAL, HR, FINANCIAL, OR REGULATORY ADVICE.

4.2 CUSTOMER SHALL NOT RELY ON AI-GENERATED OUTPUTS AS THE SOLE BASIS FOR DECISIONS THAT HAVE MATERIAL LEGAL, FINANCIAL, EMPLOYMENT, OR REGULATORY CONSEQUENCES WITHOUT APPROPRIATE HUMAN REVIEW.

4.3 Customer retains full control over which applications are submitted through AI Apply and bears sole responsibility for verifying the accuracy and completeness of application data before submission. Kombo disclaims liability for decisions based on AI Apply outputs, including inaccurate form parsing, failed submissions, or misattributed applications, subject to Section 7.

5. CUSTOMER OBLIGATIONS

5.1 Notice and Consent. Customer will provide appropriate notice to candidates that their personal information may be processed by AI technologies and third-party AI Apply Subprocessors, and — where applicable — that processing may take place in the configurations described in Section 3. Customer must ensure it possesses a lawful basis for the processing under applicable Privacy Laws. Where Customer is an EEA Customer, such notice must reflect the transfer described in Sections 3.2 and 3.8.

5.2 Accuracy and Review. Customer is responsible for reviewing and verifying the accuracy of application data before submission. Kombo does not guarantee the accuracy, completeness, or correctness of AI-generated outputs.

5.3 Regulatory Compliance. Customer is solely responsible for ensuring that its use of AI Apply complies with all applicable laws, including data protection laws, employment laws, anti-discrimination laws, and sector-specific regulations. Customer acknowledges responsibility for implementing appropriate human oversight, validation, transparency and bias monitoring procedures as required by applicable regulations, including any requirements under the EU AI Act or other AI governance frameworks applicable to Customer's industry or jurisdiction.

5.4 Opt-Out. Customer may deactivate AI Apply at any time, after which no further Covered Personal Information is routed to the AI Apply Subprocessors.

6. SECURITY AND INCIDENT RESPONSE

6.1 Security Measures. Kombo implements appropriate technical and organizational measures to protect Covered Personal Information transmitted to and from the AI Apply Subprocessors, including encryption in transit and at rest, access controls, and monitoring.

6.2 Incident Notification. The Security Incident notification and response obligations in Section 7 of the DPA apply to this Addendum.

7. LIMITATION OF LIABILITY

7.1 Liability Scope. The limitations of liability in the Agreement and the DPA apply to this Addendum. Kombo's aggregate liability under this Addendum falls within the liability cap under the Agreement and is not in addition to it.

7.2 Liability Exclusions. To the extent permitted by applicable law, Kombo disclaims liability for damages arising from: (a) inaccurate, incomplete, or failed application submissions; (b) actions or omissions of the AI Apply Subprocessors, subject to Section 4.4 of the DPA; (c) changes to third-party career site structures or policies affecting AI Apply functionality; or (d) Customer's failure to comply with its obligations under this Addendum.

7.3 Scope of the Exclusions. Nothing in this Addendum excludes or limits (a) liability that cannot be excluded or limited under applicable law, including for wilful misconduct, gross negligence,

or death or personal injury; (b) Kombo's liability under Article 82(2) GDPR; or (c) Kombo's responsibility under Section 4.4 of the DPA for the performance of the AI Apply Subprocessors' obligations. The exclusions in Sections 4.3 and 7.2 address the inherent limitations of AI-generated output and do not apply to the extent damages are caused by Kombo's breach of this Addendum or the DPA.

8. GENERAL PROVISIONS

- 8.1 Precedence.** In the event of a conflict between this Addendum and the DPA with respect to the processing of Covered Personal Information through AI Apply, this Addendum prevails. All other provisions of the DPA remain in full force.
- 8.2 Term.** This Addendum remains effective while AI Apply is activated for Customer and terminates automatically upon deactivation of AI Apply or termination of the Agreement, whichever occurs first.
- 8.3 Amendments.** Kombo may update this Addendum upon thirty (30) days' prior written notice to reflect changes to the AI Apply Subprocessors, processing practices, or applicable laws. Material changes require Customer's affirmative acceptance; Section 4 of the DPA applies to changes of AI Apply Subprocessors.
- 8.4 Fees.** Fees for AI Apply, if any, are set out in the applicable Order Form; the payment terms of the Agreement apply.

9. EU AI ACT

For the purposes of Regulation (EU) 2024/1689 (the "**AI Act**"), Kombo acts as the provider of AI Apply and Customer acts as the deployer. Kombo is responsible for the obligations that the AI Act allocates to it as provider, including the transparency obligations under Article 50; nothing in Section 5.3 transfers any such obligation to Customer. AI Apply does not evaluate, score, rank or filter candidates and is not intended for use as a high-risk AI system within the meaning of Annex III of the AI Act. Customer shall not use AI Apply, or combine it with other systems, for a purpose listed in Annex III.