MASTER SERVICES AGREEMENT

This Kombo Master Services Agreement (the "**Agreement**") sets out the entire agreement which governs the contractual relationship between Customer and Kombo Technologies, LLC, having its principal place of business at 169 Madison Avenue, STE 2182, New York, NY 10016 ("**Kombo**") (individually, a "**Party**" and together the "**Parties**") alongside an Order Form which references this Agreement. Unless defined in the main body of this Agreement, definitions are set out in Appendix 1 to this Agreement. In the event of conflicts between this Agreement and an Order Form concluded under this Agreement, the respective Order Form shall prevail. The terms of this Agreement shall be deemed accepted upon signing an Order Form.

Deviations from this Agreement are only effective if they are confirmed in writing by Kombo. Kombo may amend this Agreement with effect from the beginning of the next Subscription Term by giving Customer written notice at least six (6) weeks before the end of the then-current Subscription Term. During a Subscription Term, Kombo may amend this Agreement only where the amendment is required by a change in applicable law or in the technical provision of the Tool and does not materially and adversely affect Customer's rights under this Agreement; Kombo will give Customer written notice of such an amendment at least six (6) weeks before it takes effect. If Customer objects by written notice before the amendment takes effect, the Agreement continues unamended and either Party may terminate the affected Subscription with effect from the end of the then-current Subscription Term.

1. Scope of this Agreement.

1.1 This Agreement governs the use of the Services (as defined below) as agreed in the Order Form during the Term, for which Customer shall pay the agreed Fees. Any terms and conditions provided by Customer shall not become part of the contract even if Kombo does not expressly object to their inclusion in the respective contractual relationship. Terms and conditions of Customer are binding only upon express written consent by Kombo.

1.2 Kombo provides a proprietary software-as-a-service integration solution for platforms such as for HR, payroll and recruiting (the "**Tool**") which Customer may provide to its customers ("**End-Customers**"). End-Customers can integrate a connection flow provided by Kombo into the Customer Platform by accessing the Tool through the Customer Platform. Kombo offers, if so requested by Customer, additional professional services such as implementation, consulting and/or customization services related to the provision of the Tool ("**Professional Services**", together with the Tool the "**Services**").

1.3 Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. This Agreement is entered into by Customer for and on behalf of itself and , to the extent specified in an Order Form, on behalf of its Affiliates. If an Affiliate uses the Tool under this Agreement as solely determined by an Order Form, the following will apply: any such Affiliate shall be entitled to perform any of the obligations and exercise any of the rights of Customer under this Agreement, but only Customer shall be entitled to enforce the rights granted to Customer under this Agreement, for and on behalf of such Affiliates. Any act or omission of any Affiliate shall be deemed to be an act or omission of Customer. Any loss, damage, liability, costs and expenses incurred by any such Affiliate, shall be deemed to be incurred by Customer. Any such Affiliate may also enter into a separate Agreement at any time.

1.4 Kombo may, from time to time, make available optional product features, modules, or services (such as the AI Apply feature) that are subject to additional product-specific terms or addenda. If Customer elects to activate, access, or use any such feature, the corresponding addendum (including the AI Apply Addendum) shall automatically be incorporated into and form an integral part of this Agreement. In the event of a conflict between the main body of this Agreement and a product-specific addendum, the addendum shall prevail solely with respect to the processing and functionality of that specific feature.

2. Access and Right to Use the Tool

2.1 During each Subscription Term Kombo grants Customer a royalty-free, nonexclusive, non-transferable and non-sublicensable right to use the Tool as set forth in each Order Form, solely in accordance with all applicable Documentation and this Agreement, including any

limitations and restrictions set forth on each applicable Order Form (together, the "**Subscription**").

2.2 Customer's right to use the Tool under this Agreement does not grant any exploitation rights, in particular but not limited to any right of reproduction, right of distribution, right of exhibition, right of recitation, performance, and presentation, right of making works available to the public, right of broadcasting or any right of adaptations and transformations under any applicable copyright laws.

3. Kombo Obligations

3.1 Kombo is responsible for providing the Tool in conformance with and subject to the terms of this Agreement, the Order Form(s) and Documentation. The Tool connects Partner Applications with the Customer Platform via an API to enable the transfer of End Customer Data between the Partner Application, Kombo, the Customer Platform, and other third party applications as instructed by Customer. Use of the Tool requires Kombo to store and process Customer Data and End Customer Data, and to share with Partners the company names of Customer and End Customers that are using the applicable Partner Application.

3.2 Unless otherwise agreed in the Order Form, Customer is responsible for the initial technical setup and validation of the Tool, as well as for any adjustments and/or additions of data points, sources, or targets.

3.3 Subject to Customer's payment of all applicable Fees, Kombo will provide support, maintenance, and uptime for each Service in accordance with the support package outlined on the applicable Order Form (if any). Customer will send any support requests to Kombo via email to: support@kombo.dev.

3.4 The Kombo Integrations rely on interfaces made available by Partners which are outside Kombo's control. Changes to, restrictions of, or the discontinuation of a Partner Application or of its API by the Partner do not constitute a Defect and do not constitute a breach of Section 13.1. If a Partner permanently discontinues or materially restricts access to its API, Kombo will notify Customer promptly and may discontinue the affected Kombo Integration; where the affected Kombo Integration is expressly identified in an Order Form and Kombo does not make available a functionally equivalent replacement within a reasonable period, Customer may terminate that Order Form in respect of the affected Kombo Integration with effect from the date of discontinuation and Kombo will reimburse pre-paid Fees on a pro-rata basis.

4. Customer Obligations

4.1 No later than the Start Date, Customer will provide such access to the Customer Platform as is necessary to enable the Kombo Integration(s) via APIs. Customer must create, and maintain during the Subscription Term, its own account with Partners if required to enable the Kombo Integration(s). The system requirements necessary for the provision and operation of the Tool are to be continuously monitored by Customer on its own responsibility.

4.2 Customer will not: (a) access (or allow a third party to access) the Tool in order to benchmark, or monitor the availability, security, performance, or functionality of the Tool, for any competitive purposes without Kombo's express written consent; (b) rent, lease, resell or otherwise permit third parties (or other persons not authorized by this Agreement) to use the Tool; (c) use the Tool to provide services to third parties other than End Customers as permitted hereunder (e.g., Customer cannot use the Tool as a service bureau); (d) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Tool, or any of their Components; (e) circumvent or disable any security or other technological features or measures of the Tool or use the Tool in a manner that Kombo reasonably believes poses a threat to the security of Kombo-controlled computer systems; or (f) use the Tool to conduct any fraudulent, malicious, or illegal activities.

4.3 Customer will notify the End Customer that Kombo will be processing End Customer Data as part of maintaining the Kombo Integration(s).

4.4 Customer will use the Tool only in accordance with this Agreement, the Documentation and with all applicable laws, including procurement and maintenance of any applicable licenses, permits and consents. Kombo reserves the right to suspend use of the Service operating in

violation of the obligations of this Section 4.4, following written notice to Customer (which may take the form of an email).

5. Professional Services.

5.1 Professional Services are subject to a separate statement of work ("**SOW**") and will be performed with due skill, care and ability in accordance with good industry practice, applicable laws and using appropriately trained personnel.

5.2 The performance of the Professional Services is contingent on Customer (i) meeting any dependencies set out in the SOW, (ii) making decisions and providing information as necessary for Kombo to be able to provide the Professional Services, and (iii) allowing Kombo such access to its facilities, equipment and data as is reasonably required to provide the Professional Services.

6. Data License and Protection

6.1 Kombo acknowledges that, as between Kombo and Customer, Customer owns all right, title, and interest, including all Intellectual Property rights, in and to Customer Data.

6.2 In connection with its use of the Tool, Customer will transfer Customer Data and enable the transfer of End Customer Data to Kombo. Customer grants Kombo, Kombo's Affiliates and any subcontractors approved in accordance with Section 17.1 below a worldwide, limited-term, revocable, non-exclusive license to use, host, transmit, monitor, manage, replicate, access, collect, store, cache, analyze, aggregate and/or anonymize Customer Data and End Customer Data, and to transfer Customer Data and End Customer Data to Kombo's subcontractors, in each case solely as necessary to perform the Services in accordance with the Documentation and to the extent necessary for Kombo to provide the Services to Customer.

6.3 Customer acknowledges that Kombo is only a technical service provider and processes data and/or information arising within the scope of the Agreement, especially End Customer Data, only on behalf of Customer. It is Customer's sole responsibility to operate the Tool in compliance with the applicable laws, in particular, Customer guarantees that any processing of personal data and/or personal information complies with applicable data protection laws. If the performance of the Services ordered by Customer creates additional obligations on the part of Kombo, Customer shall inform Kombo prior to the performance of the Agreement of such obligations.

6.4 Kombo will process all Customer Data and End Customer Data for the purposes set forth in this Agreement and in accordance with the Data Processing Agreement within the meaning of Article 28 para. 3 GDPR which is an integral part of this Agreement.

6.5 Notwithstanding anything to the contrary in this Agreement, Kombo may collect and use Usage Data to develop, improve, support, and operate its products and services.

6.6 Customer shall indemnify and hold Kombo harmless from any third-party claims, damages, liabilities and expenses (including attorney's fees and other legal costs) which result from or are incurred by Kombo in connection with any breach made by Customer with regard to Customer Data and End Customer Data.

7. Intellectual Property Ownership

7.1 Customer is and remains the exclusive owner of all right, title and interest (including without limitation the Proprietary Rights) in and to Customer Data and Customer grants Kombo all rights stated under Section 6.2. All Intellectual Property based on findings and innovations developed by Customer in the course of using the Services shall be owned by Customer.

7.2 To the extent Customer provides feedback regarding the Tool, Kombo's products, business or development plans, or technology roadmaps, including, without limitation, ideas, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Tool or other products and any documentation and information thereof shared with Kombo (collectively "**Feedback**"), Customer hereby grants Kombo, to the extent legally possible, a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate such Feedback for any legitimate business purpose without restriction. Kombo is under no obligation to use the Feedback.

7.3 Customer acknowledges and agrees that Kombo owns all Intellectual Property rights in the Tool, the Documentation and Intellectual Property based on findings and innovations developed by Kombo in the course of providing the Services ("**Kombo IP**").

7.4 Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver or otherwise, Customer, its Affiliates or any third-party any Intellectual Property or other rights or licenses, titles, or interest in or to Kombo IP. Kombo reserves all rights not expressly granted to Customer in this Agreement.

8. Intellectual Property Indemnity

8.1 Kombo shall defend Customer, or at Kombo's option, settle any claim or action brought against Customer by a third party alleging that Customer's access and use of the Tool or Kombo IP in compliance with this Agreement infringes a third party's intellectual property rights and will indemnify Customer for any damages finally awarded against Customer by a court of competent jurisdiction, or for amounts paid by Customer under a court-approved settlement or a settlement of such a claim. The indemnification obligations above are subject to Customer (i) providing Kombo with prompt written notice of such claim, (ii) granting Kombo sole control of the defense and settlement of such claim; (iii) not entering into any settlement or compromise of any such claim without Kombo's prior written consent; and (iv) providing Kombo with all reasonable information and assistance for such claim at Kombo's expense.

8.2 Customer shall defend and/or settle, at Customer's expense, any third-party claim brought against Kombo or Kombo's Affiliates arising from or related to Customer Data and End Customer Data ("**Customer Data Claim**"). Customer shall indemnify Kombo and Kombo's Affiliates against any losses arising from or related to the Customer Data Claim or settlement amounts agreed to in writing by Customer in relation to such Customer Data Claim.

8.3 If Kombo determines that the Tool is likely to infringe any third party's intellectual property rights, Kombo will have the option, at Kombo's sole discretion and expense, to either: (i) replace such part of the Tool; (ii) modify such part of the Tool to make it non-infringing; (iii) procure the right for Customer to continue using the Tool; (iv) or terminate the applicable Order Form and provide a pro-rata refund of Fees paid by Customer relating to the remainder of the Subscription Term during which Customer shall not have use of the Tool.

8.4 Notwithstanding the foregoing, Kombo will have no indemnity or remedy obligation for claims of infringement resulting or alleged to result from: (i) any modification of the Tool by Customer or a third party on Customer's behalf; or (ii) Customer's failure, within a reasonable time frame, to implement any replacement or modification of the Tool provided by Kombo.

8.5 Provided Kombo complies with its obligations under section 8.1, this section sets out Customer's sole and exclusive remedy and Kombo's sole liability, in respect of such third party infringement claim, save that Customer may exercise its right to terminate the Order Form in accordance with the terms thereof.

9. Updates

9.1 Kombo may add new features and updates to the Tool at any time. Furthermore, Kombo may modify the Tool, including without limitation by removing or changing existing features of the Tool ("**Change**"), to the extent such Change is reasonable for Customer. Changes shall in particular be deemed reasonable if they only concern insignificant Components of the Tool (e.g. changes to the design or layout that do not or only slightly affect the functionality of the Tool), or if they do not interfere with the Services to be provided under this Agreement. Notwithstanding the foregoing, Kombo shall at all times preserve the main characteristics of the Tool according to each Order Form and fulfill major obligations under this Agreement and the applicable Order Form.

9.2 Changes provided by Kombo from time to time shall be in Kombo's sole discretion and shall not create any obligation of Kombo to provide further updates in the future.

10. Fees and Payment

10.1 The fees payable by Customer for the Services are defined in the Order Form or any additional agreement between the Parties from time to time (as applicable) ("**Fees**").

10.2 All sums due to Kombo under or in relation to this Agreement are exclusive of any Sales Tax which shall be charged additionally in accordance with the relevant regulations in force at the time of making the relevant taxable supply and shall be paid by Customer in full at the same time as payment is due under the relevant invoice.

10.3 Except as otherwise stated in the Order Form, payment of the Fees shall become due annually starting at the beginning of the Subscription Term within thirty (30) days following receipt by Customer of a due invoice.

10.4 Any Fees not paid when due shall accrue interest from the due date at the lesser of one and one-half percent (1.5%) per month and the maximum rate permitted by applicable law until payment is made, whether before or after judgment. Kombo can deny access to the Tool temporarily until overdue payments have been received (without prejudice to any other rights it may have). Except as expressly set out in Section 10.5, Customer may not set off, withhold or deduct any amount against Fees payable under this Agreement.

10.5 Customer may withhold payment of particular Fees (or elements of them) that it reasonably disputes in good faith on the basis that Kombo has not performed in accordance with this Agreement and/or the applicable Order Form. Customer may not withhold payment for any non-disputed element of Fees. Customer must raise such dispute within the time for payment of that invoice, failing which such invoice shall be deemed to be undisputed and no amounts may be withheld.

11. Term and Termination

11.1 This Agreement takes effect on the Start Date of the first Order Form signed in connection with this Agreement and will remain in effect until all applicable Order Forms have expired or been terminated (the "**Term**").

11.2 The Subscription Term starts on the Start Date set forth on the Order Form and continues for so long as there is an active Subscription. Each Subscription Term shall renew automatically for succeeding terms of one (1) year each, on the same terms that are in place on the renewal date excluding any discounts, unless either Party gives written notice to the other at least thirty (30) days prior to the anniversary date of such Subscription Term, or unless the Subscription Term is terminated as provided in Section 11.4 below.

11.3 Customer's right to terminate the Agreement for convenience shall be excluded during the Subscription Term.

11.4 Either Party may terminate this Agreement or any active Subscription for cause upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of the 30-day period. Kombo may terminate this Agreement, if Customer falls behind in payment of any amount invoiced for more than six (6) weeks.

11.5 If Customer terminates this Agreement or any active Subscription in accordance with Section 11.4, Kombo will reimburse Customer on a pro-rata basis for any pre-paid Fees allocable to the remaining Subscription Term as of the date of such termination. Upon termination or expiration of this Agreement for any reason, Kombo will, upon written request, delete all Customer Data and any End Customer Data processed on behalf of Customer during the Subscription Term.

12. Confidentiality

12.1 From time to time during the Term, either Party 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 to the extent marked, designated or otherwise identified as "confidential" (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 at the time of disclosure; (c) rightfully obtained

by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party.

12.2 The receiving Party will not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's Affiliates or its Affiliates' legal representatives, employees or agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder.

12.3 Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required in order 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 will first have given written notice to the other Party.

12.4 This Section 12 shall survive the expiry or termination of this Agreement for two (2) years after such termination, provided that the obligations in respect of Confidential Information that constitutes a trade secret under applicable law continue for as long as that information remains a trade secret.

13. Liability for Defects

13.1 Kombo represents and warrants to Customer that during the Subscription Term (i) it has the power to grant Customer the rights set out in the Agreement; (ii) the Services will be provided with reasonable skill and care, (iii) the Services provided by Kombo shall conform to all relevant product information and specifications provided by Kombo to Customer, including information and specifications in the Documentation, and (iv) Kombo shall not materially decrease the functionality of the Tool.

13.2 Customer is advised that based on the current state of the art technology program Incidents cannot be excluded with certainty in spite of exercising greatest conscientious care and diligence. The Parties acknowledge that the Tool is inherently complex and may not be completely free of Incidents. Immaterial Defects, including but not limited to Incidents that can be easily corrected and will not cause a performance defect, shall be excluded from Kombo's warranty.

13.3 Customer shall be obliged to document and notify Kombo of any Defects without undue delay upon their discovery.

13.4 Subject to Section 13.5, and notification of such by Customer, if the Tool does not comply with the warranty in Section 13.1, Kombo will, at its discretion, use reasonable endeavors to correct such Incident promptly, or will provide Customer with alternative means of carrying out the task which it was carrying out using the Tool.

13.5 In the event that Kombo: (i) fails to properly provide Professional Services, or (ii) is in breach of contract which breach does not consist in an Incident of the Tool, Customer must notify Kombo in writing and set Kombo a reasonable time period to properly perform its duty or otherwise remedy the breach. Other remedies of Customer for failure of subsequent performance are excluded.

13.6 Kombo will rectify a Defect (which may also occur via workaround) if such rectification does not entail unreasonable effort. If Kombo fails to rectify the Defect within an appropriate period of time allowing for at least two attempts of rectification, Customer shall be entitled to terminate the Agreement with immediate effect. This does not apply for Immaterial Defects which do not significantly impair usage of the Tool.

13.7 The responsibility of Kombo is excluded if a Defect results from the non-observance of operating conditions for the Tool or unauthorized modifications made by Customer.

13.8 The terms of Appendix 2 apply.

14. Liability for Damages

14.1 Save as set out in this Agreement, no representations, conditions, warranties or other terms of any kind (express or implied) are given by either Party, and all statutory warranties and conditions are excluded to the fullest extent possible.

14.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES, DOCUMENTATION AND ALL OTHER SERVICES ARE PROVIDED ON AN "AS IS," "WHERE IS," AND "AS AVAILABLE" BASIS. KOMBO EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, KOMBO MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND THAT THE TOOL, DOCUMENTATION OR ANY OTHER TECHNOLOGY, SOFTWARE, SERVICES, DATA OR MATERIALS PROVIDED BY KOMBO, OR RESULTS OF THE USE OF ANY OF THE FOREGOING, WILL MEET CUSTOMER'S OR ANY PERSON'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ERRORS OR DEFECTS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, TECHNOLOGY, SOFTWARE, DATA, CONFIDENTIAL INFORMATION, OR OTHER MATERIALS.

15. LIMITATION OF LIABILITY

15.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR ANY LOST DATA OR LOST PROFITS OR REVENUES, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE OR REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

15.2 IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY OR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ORDER FORM(S), WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT OF FEES ACTUALLY PAID TO KOMBO PURSUANT TO THE APPLICABLE ORDER FORM WITHIN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES.

15.3 Notwithstanding anything to the contrary in this Agreement, any and all warranties made by Kombo are void if (a) Customer does not make a claim within thirty (30) days of the date on which the condition giving rise to the claim first appeared, (b) Customer has made changes to the Tool or Documentation or has permitted any changes to be made other than by or with the express, written approval of Kombo; (c) the Tool is not used in accordance with this Agreement, including the Documentation; or (d) any non-conformity is caused by Customer or any product or service not provided by Kombo.

15.4 In the event that Kombo provides the Tool and/or Professional Services free of charge, to the fullest extent allowable by applicable law such items are provided on an "as is" and "as available" basis without any warranties (express or implied), all of which are hereby expressly disclaimed.

15.5 SUBJECT TO SECTION 15.6, THE LIMITATIONS IN THIS SECTION 15 SHALL NOT APPLY TO EITHER PARTY'S: (A) INDEMNIFICATION OBLIGATIONS, (B) LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S NEGLIGENCE OR THAT OF ITS REPRESENTATIVES, (C) FRAUD OR FRAUDULENT MISREPRESENTATION, (D) WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, (E) VIOLATION OF THE OTHER PARTY'S PROPRIETARY RIGHTS, (F) PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, OR (G) LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

15.6 NOTWITHSTANDING SECTION 15.5, EACH PARTY'S AGGREGATE LIABILITY FOR ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 8 AND FOR VIOLATION OF THE OTHER PARTY'S PROPRIETARY RIGHTS SHALL NOT EXCEED TWO (2) TIMES THE AGGREGATE AMOUNT OF FEES ACTUALLY PAID TO KOMBO PURSUANT TO THE APPLICABLE ORDER FORM WITHIN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. SECTION 15.1

SHALL NOT APPLY TO AMOUNTS PAYABLE TO A THIRD PARTY UNDER A PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 8.

16. Marketing

16.1 Subject to Customer's prior written consent, Kombo may use Customer's name and logo to refer to Customer as customer or as a reference for marketing purposes.

16.2 Kombo may, with further approval of Customer, prepare, publish and distribute for its business purposes, one or more case studies describing any or all Services received by Customer. Case studies can be published by Kombo by any means without any restrictions as to media or recipients. Customer can request a draft version of a case study and request reasonable changes. Customer's approval shall not be withheld unreasonably.

17. Miscellaneous

17.1 Kombo may delegate the Services to third parties, including those specified in the Data Processing Agreement, Kombo's Affiliates and as otherwise agreed with Customer in writing. Kombo remains responsible for the performance of Kombo's obligations under this Agreement notwithstanding any such delegation.

17.2 This Agreement shall not grant any rights to, and is not intended to operate for, the benefit of third parties (other than the Parties) unless otherwise explicitly provided in this Agreement. Notwithstanding any term of the Agreement and statutory law, the consent of any person who is not a Party shall not be required to rescind or vary the Agreement at any time.

17.3 Kombo may at any time upon written notice to Customer assign or otherwise transfer Kombo's rights and obligations under the Agreement (including any Order Form) to any of Kombo's Affiliates or in connection with a merger, consolidation, reorganization, change of control, or the sale of all or substantially all of Kombo's assets or equity interests (or any analogous arrangement). Any attempt to otherwise transfer or assign the Agreement will be null and void.

17.4 Should any individual provision of the Agreement be or become partly or fully invalid or unenforceable, or should the Agreement contain any gap, this shall not affect the validity and enforceability of the remaining provisions. Instead of the invalid or unenforceable provision, or in case of gaps, a provision which corresponds to what would reasonably have been agreed in accordance with the intention and purpose of the Agreement, if the Parties had been aware of the invalidity or unenforceability of the provision or of the gap shall be deemed to have been agreed. If invalidity or unenforceability of a provision is caused by a measurement of performance or time (period or severability) set forth therein, the respective provision shall be deemed agreed with a legally permissible measurement reaching as close as possible to the original measurement.

17.5 All notices hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, or (ii) one business day after sending by email. Emails to Kombo shall be directed at support@kombo.dev, and emails to Customer shall be addressed to the administrative contact designated in the Order Form. Notices relating to a Party's indemnity obligations must be sent by registered mail and email.

17.6 This Agreement shall be governed exclusively by the laws of the State of New York excluding its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

17.7 Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall be experienced in the field of software companies. The place of arbitration shall be New York, NY. Notwithstanding the foregoing, either Party may seek temporary or preliminary injunctive relief from a court of competent jurisdiction to protect its Intellectual Property or Confidential Information, and Kombo may bring an action for unpaid Fees in any court of competent jurisdiction. The arbitration shall be governed by the laws of the State of New York. Each Party will, upon written request of the other Party, promptly provide the other with copies of all

relevant documents. There shall be no other discovery allowed. The arbitration will be based on the submission of documents and there shall be no in-person or oral hearing.

17.8 References to “include” and “including” means including without limiting the generality of any description preceding such term and “or” or “and/or” is not exclusive.

17.9 Neither Party shall be liable for any delay in performing, or failure to perform, its obligations under this Agreement (other than obligations to pay) to the extent that the delay or failure is caused by a Force Majeure Event, provided that the affected Party notifies the other Party promptly and uses reasonable efforts to mitigate the effects. If a Force Majeure Event continues for more than sixty (60) consecutive days, either Party may terminate the affected Order Form upon written notice and Kombo will reimburse pre-paid Fees on a pro-rata basis.

APPENDIX 1

- DEFINITIONS –

The definitions of certain capitalized terms used in this Agreement are set forth below. Others are defined in the body of the Agreement, its appendices or an Order Form.

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, but only for so long as such exists. As used here, "**Control**," means direct or indirect ownership or control of more than 50% of the voting interests.

"**Agreement**" means this Agreement including its appendices, any Order Form referencing the Agreement, the Data Processing Agreement, and any product-specific addenda executed by the Parties or activated by Customer within the Tool (including, but not limited to, the AI Apply Addendum).

"**API(s)**", or Application Programming Interface, means a set of rules, protocols, and tools for building software and applications which specifies how software components should interact and serves as an interface between different software programs, enabling them to communicate with each other without the need for detailed knowledge of how they work internally.

"**Business Days**" means Monday to Friday except bank holidays in the location where the contracting Kombo entity is incorporated (and a **"Business Hour"** means any hour on such days in such time zones between 9am and 5pm).

"**Change**" has the meaning as defined in Section 9.1.

"**Component(s)**" means, collectively, the specific features of the Tool as set out in the Documentation.

"**Confidential Information**" has the meaning as defined in Section 12.1.

"**Critical Incidents**" means Incidents that cause degradation or failure of production capabilities via Kombo's Integrations, and no workaround exists. It does not include development issues or problems in staging environments. It also excludes Incidents that are caused and can be resolved by Customer such as incorrect payload formatting (HTTP status code 422) or Incidents in Customer's set up of the Tool (HTTP status code 424).

"**Customer**" means a person or entity that accepts and agrees to the terms of the Agreement by signing an Order Form referencing this Agreement. For the avoidance of doubt, an Affiliate shall not be deemed a Customer or granted access rights under this Agreement unless explicitly designated as such in a mutually executed Order Form.

"**Customer Data**" means any data transferred to Kombo by Customer which may consist of, but is not limited to, User login information and Personal Data such as names, email addresses and phone numbers.

"**Customer Data Claim**" has the meaning as defined in Section 8.2.

"**Customer Platform**" means the application owned and operated by Customer which is described in an Order Form or otherwise approved by Kombo in writing.

"**Data Processing Agreement**" means the data processing addendum which is an integral part of the Agreement.

"**Defects**" means any irregularities, malfunctions, or deviations from expected performance or behavior within a software system or service. This term collectively encompasses a range of issues, from minor glitches to severe disruptions, categorized as Critical Incidents, Incidents and Non-critical Incidents.

"**Documentation**" means the written or online user manuals, help files, specification sheets, or other documentation regarding the Service made available by Kombo here.

"**Downtime**" means the total number of minutes during a calendar month for a given Component of the Tool during which that Component is unavailable, excluding any Excluded Downtime. A minute is considered to be unavailable for a given Component if all continuous attempts by Kombo's monitoring

system to write to that Component within that minute fail. Partial minutes of unavailability will not be counted as Downtime.

"**Emergency Downtime**" means the repair, maintenance, upgrade, update, support, testing or implementation to or of any system which is not Scheduled Maintenance.

"**End Customer(s)**" means Customer's customer that enables at least one API integration between the Tool, a Partner Application and Customer Platform.

"**End Customer Data**" means any data transferred to Kombo by End Customer via the Tool for the benefit of Customer, and/or by Customer acting on behalf of an End Customer, which may consist of, but is not limited to, End Customer personal data (including information received by Kombo from Partner Applications licensed by End Customers), User login information, names, e-mail addresses, phone numbers, physical or mailing addresses, information related to work history, transactional and account information, pay rates and tax information, health plan information, gender, marital status and veteran status.

"**Excluded Downtime**" means any minutes of Downtime in any given month of the Subscription Term resulting in whole or in part from any of the following:

- Kombo or Customer performing Scheduled Maintenance;
- termination of the Agreement;
- suspension due to overdue payments;
- factors outside of Kombo's reasonable control, including any Force Majeure Event or internet access or related problems;
- any actions or inactions of Customer or any third party on behalf of Customer;
- Customer's use of the Tool in a manner inconsistent with the Documentation or Kombo's guidance;
- attributable to acts by persons gaining unauthorized access to or use of the Tool due to Customer's failure to maintain and control security and access to the Tool; and
- attributable to the acts or omissions of Customer or its employees, agents, contractors, or vendors, or anyone gaining access to the Tool by means of Customer's credentials or equipment.

"**Feedback**" has the meaning as defined in Section 7.2.

"**Force Majeure Event**" means circumstances beyond a Party's reasonable control including but not limited to: any strike, lock-out or other industrial dispute; the failure or interruption of a utility service or transport or telecommunications network (including the internet); any act of God, war, riot, civil commotion, malicious damage; compliance with any law or governmental order, rule, regulation or direction; any accident, breakdown of plant or machinery; any fire, flood, storm or other adverse weather condition.

"**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council dated 27 April 2016 (General Data Protection Regulation).

"**Immaterial Defect**" means any Defect for which Customer and/or Kombo can always use a workaround to rectify such Defect which as a result does not impair the core functionalities of the Tool.

"**Incident**" means a problem which results from the Tool materially failing to perform as set forth in the Documentation.

"**Intellectual Property**" means all rights of the following types, which may exist or be created under the laws of any jurisdiction but irrespective of whether they are recognized as intellectual property rights:

- rights associated with works of authorship, including exclusive exploitation rights, copyrights (including rights in software (including source code and executable or object code) and databases), and moral rights (*Urheberpersönlichkeitsrechte*);
- trademarks, logos, get-ups, business names, internet domain names and trade and brand name rights, work introductions, and similar rights (whether registered or not);
- rights in trade secrets embodied in any form (including customer lists, marketing methods, supplier lists, APIs, methods, network configurations and architectures,

processes, protocols, schematics, specifications, subroutines, techniques, user interfaces);

- patents and industrial designs (utility model) property rights, findings and inventions;
- design rights (whether registered or not);
- other proprietary rights in intellectual property (including any licenses); and
- rights in or relating to applications, registrations, renewals, extensions, combinations, divisions, continuations and reissues of, and applications for, any of the rights referred to above.

"**Kombo Integration(s)**" means any Kombo API integration that integrates a Partner Application and Customer Platform by means of the Tool and that is made available by Kombo during the Subscription Term to End Customers and Customer, as further specified in an Order Form.

"**Kombo IP**" has the meaning as defined in Section 7.3.

"**Non-critical Incident**" means Incidents that restrict the use of the Tool and for which troubleshooting is needed. This includes a partial loss of the Tool functionality but excludes failures of production decisioning capabilities as further defined under Critical Incident.

"**Order Form**" means each order document executed in writing between the Parties for the purchase of a Subscription to the Tool. Upon execution of the Order Form the terms of this Agreement are incorporated therein by reference.

"**Partner**" means a third-party provider of a SaaS solution used by End Customer (e.g., typically in the HRIS ATS space).

"**Partner Application(s)**" means any application owned and operated by a Partner including those described in an Order Form or otherwise approved by Kombo in writing.

"**Sales Tax**" means any applicable national, federal, state, and local sales, use, value added, excise and other similar taxes, fees and surcharges that are legally or by custom borne by a purchaser of goods or services.

"**Scheduled Maintenance**" means any repair, maintenance or update to the Tool which disrupts the use of the Tool. Kombo will notify Customer at least 48 hours before such maintenance will be performed.

"**Services**" has the meaning as defined in Section 1.2.

"**Start Date**" means the specific day stated in the Order Form when the Subscription becomes active and Customer is typically granted access to the Tool.

"**Subscription**" has the meaning as defined in Section 2.1.

"**Subscription Term**" means the duration of an Order Form for the Tool, excluding any Trial Periods, starting on the Start Date.

"**Support and Maintenance Service**" means the services further described in Appendix 2.

"**Support Request**" means a question or request from Customer via the Ticketing System that are designated as less critical, for example because Customer's operations within the Tool are minimally impacted, a workaround exists that minimizes impact on Customer's operations, or Customer wishes to register a request for a new or enhanced feature. A request is processed as a Support Request provided that it concerns the functionality of the Tool.

"**Term**" has the meaning as defined in Section 11.1.

"**Ticketing System"** means Customer submitting queries regarding Incidents and Support Requests in English via e-mail to: support@kombo.dev.

"**Tool**" means Kombo's proprietary software-as-a-service integration solution for platforms (such as for HR, payroll and recruiting) that Kombo develops and maintains in order to provide the Services, which includes the Kombo Integration(s), Documentation, and all modifications, updates, and upgrades as well as derivative works to each of the foregoing.

“**Trial Period**” means the trial period defined in an Order Form during which Customer may test the Tool.

“**Usage Data**” means aggregated and anonymized data derived from Customer Data, End Customer Data and/or use of the Services. Usage Data does not consist of Personal Data (as defined in the Data Processing Agreement).

“**Users**” means individuals or entities that are granted credentials by Customer to use the Service.

APPENDIX 2

- SUPPORT AND MAINTENANCE SERVICES -

Terms not defined in this Appendix have the same meaning set forth in the Agreement.

1. Scope

Subject to each of the other provisions of the Agreement, with the purchase of the Tool, Kombo will provide the following Support and Maintenance Services during the applicable Subscription Term:

a. support Customer with questions concerning the use of the Tool in the process of development and operation;

a. make available new versions of the Tool; and

b. respond to Support Requests within the time periods set out below.

2. Customer's responsibilities

Customer acknowledges that its cooperation is essential to the proper performance of Support and Maintenance Services by Kombo. To enable Kombo to provide Support and Maintenance Services, Customer agrees to the following:

a. if an Incident occurs, Customer will promptly inform Kombo via the Tool's user interface;
b. the Incident must be reproducible by Kombo without using a special, adapted or extended version of the Tool. If necessary, Customer agrees to assist Kombo in reproducing the Incident. Should such a reproduction be impossible, the Incident will be described by Customer as precisely as possible;
c. if an Incident is reported, Customer will (a) provide Kombo with the information requested to eliminate the problem and support Kombo in eliminating the Incident; and (b) inform Kombo of any modifications it has made to its usage of the Tool or any other issues of which Customer is aware of; and
d. unless commercially unreasonable to do so, Customer will implement suggestions from Kombo on elimination of Incidents.

3. Excluded services

Support and Maintenance Services in accordance with the Agreement do not include any of the following:

a. support and maintenance services on Customer's premises;

a. development of software programs that have other functions than those described in the applicable Documentation;

b. programming services to integrate the Tool with products of Customer or third parties;

c. support of adaptations and extensions of the Tool programmed by Customer;

d. introduction and training of Customer's employees in the use of the Tool;

e. recommendation of action for the optimal use of the Tool;

f. Incident correction and consulting services in case of operational Incidents that are based on non-compliance with the operating conditions for the Tool contained in the applicable Documentation;

g. answering questions about Kombo's roadmap;

h. any other services not specifically set forth herein, including, but not limited to, customization, programming, integration, recovery of data, support of Customer-specific adaptations or add-on programs and program components, support of modifications, installation, training, analysis or corrections of Incidents caused by Customer's non-compliance with the Agreement or Documentation or unauthorized modifications.

4. Support Levels (Enterprise License Only)

Subject to each of the other provisions of the Agreement, with the purchase of the Tool Kombo will respond to queries submitted through the Ticketing System regarding Support Requests or via the Kombo app regarding Critical and Non-critical Incidents as defined in the tables below. The timeframes in the table regarding response time set forth the time period in which Kombo will initially provide a qualified response to Customer, but do not represent resolution time frames.

Severity Level	Availability	Response Time
Critical Incident	24 hours / 7 days a week	1 hour
Incident	24 hours / 7 days a week	2 hours
Non-Critical Incidents	Business hours (CET)	1 Business Day
Support Request	Business hours (CET)	2 Business Days

5. Service Availability.

Kombo will provide a service availability of 99.9% ("**Service Availability**") during the Subscription Term.

6. Credits.

If, in any month, the Service Availability does not meet its commitment, Kombo shall provide a credit in accordance with the table below ("**Credit**"). Each Credit will be calculated by multiplying (i) the prorated monthly Subscription Fees charged for the affected month by month and (ii) the applicable Credit percentage set forth in the table below. Credits are Customer's sole and exclusive remedy for any failure to meet the Service Availability commitment.

Service Availability	Credit Percentage
100% – 99.9%	0.0%
< 99.9% – 99.5%	1.0%
< 99.5% – 98%	2.0%
< 98% - 95%	5.0%
< 95%	10.0%

7. Credit Requests and Application.

In order to receive a Credit, Customer must make a request for each Credit by filing a support request via support@kombo.dev within thirty (30) days of the last calendar day of the month in which Service Availability was lower than stated in Section 5 of this Appendix 2. Kombo will review the request and if Kombo confirms the Downtime, then the Credit will be applied within thirty (30) days of Kombo's receipt of Customer's Credit request. Credits are exclusive of any applicable taxes. Any Credits issued pursuant to these terms will be applied towards the invoice for the month following the calendar day on which Kombo receives Customer's Credit request. Credits will only be applied toward the subscription Fee for the Tool impacted by the Downtime and cannot be used to offset any fees incurred by Customer for Professional Services.