

## **GREENHOUSE SOFTWARE, INC. MASTER SUBSCRIPTION AGREEMENT**

THIS MASTER SUBSCRIPTION AGREEMENT (THE “MSA”) GOVERNS GREENHOUSE’S PROVISION OF SOFTWARE AND 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 SOFTWARE AND SERVICES (“LICENSEE”) (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 AND ANY APPLICABLE ORDER FORM(S) CONSTITUTE THE “AGREEMENT.” IF THE INDIVIDUAL SIGNING THE ORDER FORM FOR LICENSEE IS SIGNING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND THAT COMPANY OR OTHER LEGAL ENTITY.

## 1. SCOPE OF AGREEMENT

This MSA governs Greenhouse’s provision of Greenhouse Services, as defined herein, pursuant to one or more ordering documents (each such document, an “Order Form”) detailing the Greenhouse Services purchased, each of which shall incorporate this MSA by reference. 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

“Affiliate” means any entity which is directly or indirectly controlling, controlled by, or under common control with a party to this Agreement. For the avoidance of doubt, any software subscription Fees due under this Agreement are based on Licensee’s employee headcount, which shall be inclusive of any employees of Licensee’s Affiliates, provided that the software subscription will be available to such Affiliates.

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

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

“Internal Use” means use of the Greenhouse Services for Licensee’s and/or Licensee’s Affiliates’ general business use, solely for the benefit of Licensee and/or Licensee Affiliates.

“Licensee Data” means any material that is entered into the Greenhouse Account 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).

“Order Form” means a written ordering document that is executed by both parties and describes the Greenhouse Services purchased and sets forth the term, fees, and billing terms. Each Order Form will incorporate this MSA by reference. The parties may add Order Forms



from time to time during the term of the Agreement.

“Professional Services” means services provided by Greenhouse other than the Software to enable or optimize Licensee’s use of the Software, which may include without limitation data migration, implementation, ongoing support, custom development, and individualized training. All Professional Services will be provided subject to a separate SOW executed by the Parties.

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

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

“Software” means Greenhouse’s proprietary recruiting and onboarding SaaS 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.

“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.

### **3. PROPRIETARY RIGHTS**

(a) License to Software. Subject to the terms and conditions of the Agreement, Greenhouse grants to Licensee a non-exclusive, non-transferable, non-sublicensable, worldwide license to access and use the licensed Software, as provided by Greenhouse, for Internal Use during the Term in the manner contemplated by the Parties and this MSA.

(b) Restrictions on Use of Software. Licensee will comply with all applicable laws, rules and regulations in connection with Licensee’s use of the Software. Licensee will not, and will not permit any third



party to: (i) copy, modify, translate, or create derivative works of the Software; (ii) 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 Software; (iii) lend, lease, offer for sale, sell or otherwise use the Software for the benefit of third parties; (iv) circumvent or attempt to circumvent any technological protective measures put in place to prevent or restrict access to the Software, including without limitation other accounts, computer systems or networks connected to the Software; or (v) use or view the Software for the purposes of developing, directly or indirectly, a product or service competitive to the Software.

(c) 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. 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 license granted pursuant to this Agreement is not a sale and does not transfer to Licensee title or ownership of the Software or a copy of the Software, but only a right of limited use. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED TO GREENHOUSE.

(d) Licensee Data. Subject to the terms and conditions of this Agreement, Licensee grants to Greenhouse a limited, non-transferable (except pursuant to Section 12(a) below), worldwide license to use the Licensee Data for the purpose of providing the Greenhouse Services; specifically, to store, process, display, use and generally make the Licensee Data available through the Internet and the Greenhouse Account in order to provide the Greenhouse Services in accordance with this Agreement. Licensee acknowledges that Licensee Data will be stored and processed in the United States. 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(d); (ii) the posting and use of Licensee Data on or through the Software does 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 Software does not result in a breach of contract between Licensee and any third party.

(e) Aggregated Anonymous Data. Licensee agrees that Greenhouse may calculate aggregate, anonymized statistics about its customers' use of the Software that are non-personally identifiable with respect to Licensee and/or any individual and use those statistics (but not the underlying 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.

## **4. USE OF THE GREENHOUSE SERVICES**

a) Greenhouse's Responsibilities. Greenhouse will make the Software available in accordance with the Greenhouse SLA set forth at <https://www.greenhouse.io/service-level-agreement>, which shall be incorporated into this MSA in its entirety, and will provide the Greenhouse Services only in accordance with applicable laws and government regulations. Greenhouse will perform any Professional Services provisioned under the Agreement in a professional and workmanlike manner consistent with industry standards. Greenhouse will maintain appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Licensee Data.

(b) Licensee Responsibilities. Licensee will (i) be responsible for its and its Affiliates and personnel's compliance with this Agreement, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Software, and notify Greenhouse immediately of any such unauthorized access and/or use of which Licensee becomes aware, and (iii) use the Software only in accordance with this Agreement and all applicable laws and government regulations. Licensee will not (t) make the Software available to any third party (except for any third parties acting on behalf of Licensee or at Licensee's request, such

as recruiting agencies), (u) sell, resell, rent or lease the Software, (v) knowingly use the Software 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, (x) knowingly use the Software to transmit malicious code, (y) attempt to gain unauthorized access on the Software or its related systems or networks, or (z) interfere with or disrupt the integrity or performance of the Software or any third-party data contained therein.

## 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.

(b) Payment Terms. For all Fees, Licensee will provide Greenhouse with a valid check, money order, 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) 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.

(d) Taxes. Licensee will be responsible for payment of all sales, use, property, value-added, withholding, or other federal, state or local taxes except for taxes based solely on Greenhouse’s net income. If

Greenhouse is required to pay any such taxes based on the licenses granted in this Agreement or on Licensee's use of the Services, then such taxes will be billed to and paid by Licensee. For the avoidance of doubt, all Fees listed herein are exclusive of New York State Sales Tax.

## 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 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 Services; and Confidential Information of each Party will include business and marketing plans, 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.

(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 have signed

confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. 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 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 these terms 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 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 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.

(d) Effect of Termination. Upon expiration or termination of the Agreement for any reason, the rights, licenses and access to 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 all Licensee Data stored in the Greenhouse Account (in a reasonably usable digital format) to Licensee, if Licensee requests this within thirty (30) business days of such expiration or termination, or, in the alternative, 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.

(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.

## 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 and licenses 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 federal, state and local laws and regulations with respect to online activities, use of end user data and the products and services offered by each Party in connection with the Agreement.

## 9. WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH HEREIN AND IN THE SLA, THE 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 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 AND ALL OTHER IMPLIED OR STATUTORY WARRANTIES, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE ABOVE. GREENHOUSE DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR THAT THE SERVICES WILL WORK WITHOUT INTERRUPTIONS.



## 10. LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR THE PARTIES' INDEMNIFICATION OBLIGATIONS, 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 AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. EXCEPT FOR A BREACH OF THE LICENSE RESTRICTIONS OR CONFIDENTIALITY OBLIGATIONS, 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, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR LOSS OR INTERRUPTION OF USE OF ANY FILES, DATA OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE 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 harmless from any third party claim, action, suit or proceeding made or brought against Licensee alleging that Licensee's use of the Software 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 Software or the infringing part thereof; or (ii) modify or amend the Software or infringing part thereof, or replace the Software or infringing part thereof with other software having substantially the same or

better capabilities; or, (iii) if neither of the foregoing is commercially practicable, 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 Software or any use thereof, including any combination of the Software with other materials not provided or authorized by Greenhouse, (y) Licensee's failure to use any corrections or modifications made available by Greenhouse that would not result in any material loss of functionality, or (z) use of the Software in a manner or in connection with a product or data not contemplated by this Agreement. 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.

(b) Licensee will indemnify, defend and hold Greenhouse harmless from (i) any third party claim, action, suit or proceeding arising out of or resulting from Greenhouse's use of any Licensee Data, as it was provided to Greenhouse, in accordance with this Agreement; 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; (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.

## 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, 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 software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Greenhouse to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

(c) Export Regulations. Licensee agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department’s Office of Foreign Assets Control, and the International Traffic in Arms Regulations (“ITAR”) maintained by the Department of State. Specifically, Licensee covenants that it will not -- directly or indirectly -- sell, export, re-export, transfer, divert, or otherwise dispose of any products, software, or technology (including

products derived from or based on such technology) received from Greenhouse under the Agreement to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

(d) 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.

(e) 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.

(f) 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.

(g) Entire Agreement. This Agreement, together with any applicable Order Forms or SOWs, 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.