

Introduction

Thank you for considering purchasing our hiring automation platform and related modules (referred to as “Subscription Services” below). We have prepared this cover sheet to introduce you to the nature of our Subscription Services.

Background on our Services

Sapia.ai is a hiring automation platform that upholds the principles of fairness and equality. It comprises multiple products to support efficient, transparent, and data-driven hiring and promotion decisions, ensuring a level playing field for all candidates and providing you with a clear, transparent view of the process.

Candidates interact with the Sapia.ai platform through unique URL links that the platform sends them during the application process, via email or SMS.

Sapia.ai’s Chat Interview™ is a structured interview conducted via a standard web browser. Each candidate writes a response of up to 150 words to each pre-defined interview question. Our proprietary predictive algorithm, based on Natural Language Processing (NLP) and machine learning, evaluates interview responses.

Multiple personality, behavioural competencies, and communication skills measures are derived from the text and used to calculate a role-specific fit score and recommendation. The weights are set based on a job analysis by our organisational psychologists with input from clients’ internal subject matter experts and, where available, influenced by characteristics of past hires and on-the-job performance. The scoring uses only the candidate’s text answers and no other data. Our AI does not use resume/CV, social media, or demographic data in our AI.

Sapia.ai collects the minimum amount of data possible to provide our services to you, ensuring the privacy and security of data. By providing dedicated infrastructure by region, we can offer data sovereignty to all our customers in Europe, North America, and Australia. We always store your data in the region you choose.

Sapia.ai hosts its Subscription Services on a multi-tenant SaaS platform (i.e., one platform serving all Sapia.ai customers in that region) in the cloud via Amazon Web Services. As a result, we cannot have customised license, ownership, availability, or support terms on a customer-by-customer basis. We neither provide hardware nor on-premises software.

We recognise our technology’s critical role in supporting your business. We maintain a common service availability programme and provide the following website for our customers to view and monitor platform availability: <https://status.sapia.ai/>.

Like other SaaS companies, Sapia.ai needs to preserve its ownership of the platform and modules to provide multi-tenant services to all its customers. As a customer, you unambiguously own all rights to the data you bring to our services.

Our algorithms are powered by de-identified derived data (as defined in the Standard Terms). Therefore, we require the right to anonymise your data to create de-identified derived data, which we own, and train the AI algorithms that power our platform. This means you directly benefit from continuous improvement in accuracy and depth of insights via our algorithms while maintaining complete control over your data.

Our platform and its use is governed by our Standard Terms which are set out below.

Standard Terms and Conditions

The software platform known as “Sapia.ai” (together with any associated mobile or tablet application, or administrative interface) (**Platform**) and associated Materials (including user manuals) in respect of the Platform is owned or licensed by the Licensor (as that term is defined below). The Licensor (as defined below) agrees to licence the Platform to the Customer on terms and conditions set out below (**Standard Terms**). Without limiting the ways in which you may be bound by these Standard Terms, by clicking “I accept the terms of this Agreement” (or similar wording) or using a similar mechanism indicating your acceptance, by signing a document in which you, the **Customer** expressly agrees to be bound by these Standard Terms, or by otherwise installing and/or using the Platform, you will be deemed to have accepted and will be bound by the terms and conditions of these Standard Terms.

1. INTERPRETATION

In these Standard Terms, apart from where the context otherwise requires, capitalised words have the following meanings:

Add On means any optional feature or Platform functionality described as an “Add On” in a Software Purchase Agreement, which may include Messaging Services.

Agreement means jointly these Standard Terms together with the Software Purchase Agreement.

Affiliate means with respect to any person, all persons directly or indirectly Controlling, Controlled by or under common Control with such person.

Annual Hiring Volumes means the Annual Hiring Volumes set out in a Software Purchase Agreement (or such other Annual Hiring Volume (which may be on a pro-rata basis) agreed by the parties in a Change Request).

Applicable Laws means the laws which apply to a party’s performance of this Agreement (including all applicable consumer, taxation, Privacy Laws and Spam Laws) of a relevant jurisdiction, including associated regulations and industry codes.

Artificial Intelligence or AI means system or machine based applications which perform tasks and functions that attempt to mimic or replicate human intelligence, learning capacities, deduction or reasoning.

Authorised User has the meaning given in **clause 5.1**.

Background IP means all Intellectual Property Rights which (a) a party owned prior to entering into this Agreement; or (b) which is created by a party independently of this Agreement. In the case of Sapia.ai, its Background IP (“**Sapia Background IP**”) expressly includes the Platform, De-Identified Derived Data, SMS/MMS Messages and their content as well its products, tools, computer software, code libraries, images, films, artwork, graphics, databases, Materials or other works the subject of copyright, which it creates for sale to or use by its customers generally (whether created before, during or after the date of this Agreement). Your Background IP expressly includes your logos and trademarks.

Candidate means a person who is enquiring about working with the Customer, and may include an existing employee who makes an enquiry about a new role within the Customer’s organisation.

Candidate Interview means the Platform functionality which provides Candidates with a text-based chat or video interview which may require the disclosure of Personal Data for Hiring Purposes.

Candidate Experiences means the interaction a Candidate has with Sapia.ai which includes the different workflow requirements including Customer branding, chat dialogue, scoring threshold, auto-progression rules, and an AI Model for each Candidate Interview, representative of your ideal Candidate profile.

Change Request means an updated Software Purchase Agreement signed by the parties to give effect to a change made under **clause 4.5** or **4.6** (as applicable in the circumstance).

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit, or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at law, in equity, under statute or otherwise.

Customer or **you** means the person so named in the Software Purchase Agreement to which these Standard Terms are annexed or referenced (including via electronic link).

Customer Data means jointly Raw Data and Processed Data, and includes any Background IP owned by the Customer and provided to Sapia.ai for the purpose of Sapia.ai performing its obligations under this Agreement. For the avoidance of doubt De-identified Derived Data is not Customer Data.

Customer Success Consulting Services means the Customer Success Consulting Services described in the link: <https://sapia.ai/eula-appendix-2-customer-success-services-support> which may also be attached as an appendix to the Software Purchase Agreement).

Customer Success Package refers to the specific Customer Success Consulting Services Package selected by the Customer (being either basic, fundamentals or expert), the particulars of which are set out in the Software Purchase Agreement.

Cybersecurity Requirements means all applicable laws, regulations, mandatory codes relating to security of network and information systems and security breaches, and incident reporting requirements, which apply to the Platform, and which include (to the extent applicable) all of the forgoing requirements specified in the Privacy Laws.

Confidential Information includes the terms of this Agreement and any information of a confidential nature disclosed by either party to the other whether or not marked as such. In the case of Sapia.ai, its Confidential Information includes its pricing, the Platform, Materials (to the extent they are not in the public domain), Learnings and De-identified Derived Data.

Control means the control by one person (**controller**) of another person (**controlled person**), where such control is evidenced by one or more of, the controller either: (a) controlling the financial or operating policies of the controlled person; and/or (b) controlling the composition of the board of directors of the controlled person; and/or (c) holding shares, stock or other equity interests in the controlled person which entitle the controller to exercise a majority of all voting rights in respect of a meeting or resolution of the controlled person’s members, shareholders or stockholders (as applicable).

Data Processing Agreement means Sapia.ai’s standard Data Processing Agreement. If our Data Processing Agreement applies, it will be accessible via a link provided in the Software Purchase Agreement.

De-identified Derived Data means any data or information which is created as a consequence of this Agreement which has been combined, aggregated or adapted to such a degree that it: (i) cannot be reasonably identified as originating or deriving directly from a specific individual, and cannot be reverse engineered such that it can be so identified; (ii) is not capable of use substantially as a substitute for the original data; and (iii) is not Personal Data. De-identified Derived Data may be created from Customer Data and Individual Candidate Records, and combined or otherwise aggregated with other data owned by Sapia.ai.

Demographic Information means information about the features, characteristics, or descriptors of an individual, and includes information about gender, race (including first nation status), age, disability and health status and English as a second language.

Effective Date means the Effective Date of this Agreement as set out in the Software Purchase Agreement.

Enhancement and Learning Purposes includes Sapia.ai (or its Affiliates or nominees) use of De-identified Derived Data, Feedback or Learnings:

- (a) to improve or train the Platform (or any other software owned by Sapia.ai or its Affiliates), for benchmarking purposes, or to research and create new software products (or Models) based on Sapia.ai (its Affiliates or its or their Personnel’s) analysis of the same, including the creation of adaptations, new releases, updated, and new versions of the Platform or other software products created by Sapia.ai or its Affiliates; and
- (b) to support published (and unpublished) research.

Fees mean jointly the Licence Fees and Service Fees.

Feedback has the meaning given in **clause 12.5**.

Force Majeure Event means any act or event beyond our reasonable control, including without limitation failure of public or private communication networks.

Hiring Purposes means the use of the Platform to enable a Candidate to express their interest about working with the Customer, including in relation to actual or potential job positions.

Implementation Period means an estimated 6-week period commencing on the Effective Date and concluding at the start of the Initial Subscription Term during which Implementation Services are provided, and also includes any subsequent period of time agreed between the parties to give effect to a Change Request. **Implementation Services** means the Implementation Services described in the link <https://sapia.ai/eula-appendix-4-implementation-services> (which may also be attached as an appendix to the Software Purchase Agreement) which are provided to the Customer in the country named in a Software Purchase Agreement. Implementation Services may be provided by Sapia.ai during the Implementation Period or during the Subscription Term to give effect to a Change Request (but only to the extent required).

Initial Subscription Term means the initial subscription term for the Software Licence, the particulars of which are set out in the Software Purchase Agreement.

Individual Candidate Record means in respect of a Candidate:

- (a) all Raw Data submitted by a Candidate to the Platform; and
- (b) any other data and information that a Candidate provides, generates, transfers or otherwise make available to us in the course of their use of the Platform, including any Personal Data of such Candidate.

Insolvent means that a party is bankrupt, insolvent, de-registered or has a liquidator, receiver, administrator or other third party controller appointed over the party or its assets.

Intellectual Property Rights means all intellectual property rights of any kind whatsoever throughout the world including all present and future rights which subsist in designs, copyright, trademarks, patents, operations, software, trade and domain names, rights in goodwill, or other intellectual property rights. These can be under statute, common law, equity, registered or unregistered.

Jurisdiction has the meaning given in **clause 20.10**.

Learnings includes any data, Model methodology, insights, trends, information, know how or knowledge gained from or developed by Sapia.ai (or its Affiliates) or by Artificial Intelligence (or from similar functionality), including:

- (a) any information of Sapia.ai (or its Affiliates) or the Platform which Sapia.ai (or its Affiliates) creates, learns or discovers during or after the Subscription Term;
- (b) documentation (including user documentation), whitepapers, computer software, source code, code libraries, algorithms, information, tools, or techniques which relate to the above items; or
- (c) any of the above items created by or as a consequence of Artificial Intelligence (or from similar functionality).

Licence has the meaning given in **clause 2.3(a)**.

Licence Fees means the Licence Fees payable to Sapia.ai for the provision of the Platform (including fees and charges associated with any Add Ons) which are either specified in a Software Purchase Agreement or in an invoice of Sapia.ai.

Licensor, "Sapia.ai", "us", or "our" means the applicable entity described in **clause 19** and as further described in the relevant Software Purchase Agreement.

Message Credits means the pre-paid credits purchased by the Customer for Messaging Services.

Messaging Credit Tier means the agreed volume of Message Credits which may be used by Sapia.ai when performing Messaging Services, the details of which are further specified in a Software Purchase Agreement.

Messaging Services means Sapia.ai services associated with the sending and receipt of SMS/MMS Messages.

Material any document, instruction or user manuals which relate to the Platform which are made available generally to all our customers.

Model includes meta models and custom models.

Permitted Role Family refers to a designated AI Model that encapsulates the Customer's ideal candidate profile for a specific job category. The type and number of Permitted Role Families are set out in the Software Purchase Agreement.

Permitted Region means the Permitted Region(s) specified in the Software Purchase Agreement.

Personal Data means any information relating to an identified or identifiable natural person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, disclosed to or made available to us in the course of providing the Platform, Support Services or Materials. Personal Data shall also include "personal information" as that term is defined in the Australian legislation, the Privacy Act 1988 (Cth).

Personnel means a party's officers, employees, and contractors, and in your case includes your Authorised Users.

Platform means the software platform known as "Sapia.ai", which in respect of a Platform Tier includes the functionality described in the link <https://sapia.ai/eula-appendix-1-platform-usage-candidate-experiences> (which may also be attached as an appendix to the Software Purchase Agreement) and any includes chosen Add On.

Platform Support Services means the Platform Support Services described in the link <https://sapia.ai/eula-appendix-3-support-services> (which may also be attached as an appendix to the Software Purchase Agreement).

Platform Support Times means the Platform Support Times described in the Platform Support Services.

Platform Tier refers to refers to the specific Subscription Licence level (being either starter, pro or enterprise), the particulars of which are set out in the Software Purchase Agreement.

Privacy Laws means all data protection and privacy legislation applying to the Customer and/or Sapia.ai which is in force from time to time.

Processed Data means Raw Data which is processed by us via the Platform for the purpose of us meeting our obligations under this Agreement. It may be possible to reverse map Processed Data and "re-identify" a Candidate against the Raw Data. For the avoidance of doubt, Processed Data is not De-identified Derived Data.

Raw Data is unprocessed information (including text or videos) which is inputted into the Platform or otherwise collected by us from you, your Authorised Users or from Candidates. By way of example only, Raw Data may include information which is a person's name, phone number, email address, employment status (i.e., whether they are hired, or a leaver), Demographic Information, and any other unprocessed data which is provided to Sapia.ai to enable us to meet our obligations under this Agreement.

Renewal Term has the meaning given in **clause 4.4**.

Security Incident means any actual or unlawful:

- (a) loss of;
- (b) accidental or unauthorised access to; or
- (c) unauthorised modification, use or disclosure of;

involving Customer Data, but excluding: (i) minor or incidental disclosures or access to Personal Data where there is no reasonable grounds to suspect theft or fraudulent, criminal, or malicious intent, unless such incidents necessitate notification under relevant Privacy Laws; or (ii) unsuccessful efforts or actions that do not jeopardize the security of Personal Data, such as, but not limited to, pings, port scans, denial of service attacks, or attempted but failed logins.

Sender ID in relation to SMS/MMS Messages means a unique alphanumeric or numeric identifier displayed as the sender of a message, providing recipients with information about the source or originator of the communication.

Service Fees means fees and charges associated with a chosen Support Service or Implementation Services (as applicable), which are either specified in a Software Purchase Agreement or in an invoice of Sapia.ai.

SMS/MMS Messages includes both Short Message Service messages (SMS) and Multimedia Messaging Service messages (MMS).

Software Purchase Agreement has the meaning given in **clause 2.2**.

Spam Laws mean all Applicable Laws relating to the sending and receipt of electronic messages (including anti-spam laws) in force from time to time in the relevant Jurisdiction.

Subscription Start Date means the date so described in the Software Purchase Agreement.

Subscription Term means the Initial Subscription Term together with each Renewal Term.

Support Services means jointly the Platform Support Services, the Implementation Services, the Messaging Services, and the Customer Success Consulting Services (but only to the extent applicable to a Software Purchase Agreement).

Usage Rights means the licence rights set out in **clause 3.1**, the particulars of which are further described in the Software Purchase Agreement.

2. SOFTWARE PURCHASE AGREEMENT

2.1 These Standard Terms sets out the terms and conditions in relation to the Platform and the use of any Support Services. The Software Purchase Agreement (defined below) sets out particulars relating to your use of the Platform and the extent of your Usage Rights.

2.2 These Standard Terms are incorporated by reference into the Software Purchase Agreement. Without limiting the forgoing, the Software Purchase Agreement may constitute a Master Services Agreement between Sapia.ai and the Customer, a purchase order form pursuant to which the Customer purchases the Licence (including an electronic or mobile application signup process) and any Support Services, or other Software Purchase Agreement which references this document and is entered by the Customer and Sapia.ai (**Software Purchase Agreement**). The parties acknowledge that they may enter into one or more Software Purchase Agreements which incorporate these Standard Terms.

2.3 The Software Purchase Agreement may specify (amongst other things) particulars relating to the Licence and any associated Support Services, which may include:

- (a) the type of Licence granted (being a software as a service Subscription Licence to use our Platform or any other licence type described in a Software Purchase Agreement) (jointly referred to as **Licence**);
- (b) the term of the applicable Licence and the Permitted Regions within which the Licence is granted;
- (c) the Platform Tier, Add Ons, and Annual Hire Volumes to which the Licence relates;
- (d) the number of Candidate Experiences, the language(s) in which Candidate Experiences will be provided, and the applicable Permitted Role Families;
- (e) how the Customer may access and use the Platform (including the applicable Licence conditions described in **clause 3**);
- (f) any additional Usage Rights and/or usage limits in respect of the functionality of the Platform;
- (g) the scope and provision of Support Services by Sapia.ai (or its Affiliates) (if any);
- (h) the provision of other services by Sapia.ai (or its Affiliates) (for example consulting, installation, and maintenance) (if any); and
- (i) any other special conditions governing your Licence.

2.4 If there is any conflict between the Software Purchase Agreement, and this Agreement, then subject to **clause 20.9**, the provisions of this Agreement will prevail to the extent of the conflict.

3. LICENCE

3.1 Subject to these Standard Terms during the Subscription Term and to the extent specified in the Software Purchase Agreement, Sapia.ai grants to

the Customer, a non-exclusive, non-transferable, non-sublicensable, revocable licence to:

- (a) access and use the Platform and the Material in the Permitted Region:
 - (i) online via a website specified from time to time by Sapia.ai (but only where such functionality is provided); or
 - (ii) via API (but only where such functionality is expressly provided for in the Software Purchase Agreement); and
- (b) have the Platform and Material used by specific named Authorised Users, or a fixed number of concurrent Authorised Users, who hold an individual licence to use and access the Platform (but only where specified in the Software Purchase Agreement)

for the purpose of enabling you to assess Candidates' suitability for a role in your business and the business of your Affiliates, or for any other purpose described in a Software Purchase Agreement) (**Usage Rights**).

3.2 Apart from the use permitted under **clause 3.1** (and then only to the extent set out in a Software Purchase Agreement), the Customer and its Authorised Users may not licence, sublicense, sell, resell, rent, lease, commercialize, deliver, transfer, assign, distribute, time share, offer the Platform or the Licence to any other person otherwise in accordance with the written permission of Sapia.ai.

3.3 Notwithstanding any other provision, this Agreement does not grant the Customer or any other person the right to use or access the source code for the Platform.

3.4 All rights in and to the Platform which are not expressly granted under this Agreement are strictly reserved by Sapia.ai.

4. TERM

4.1 This Agreement commences on the Effective Date and continues until the Subscription Licence expires or is otherwise terminated under this Agreement.

4.2 Each Subscription Licence is granted for the specific period of time set out in the Software Purchase Agreement (being the Initial Subscription Term).

4.3 The Subscription Term shall commence on the Subscription Start Date and shall continue for the Initial Subscription Term, unless renewed or terminated in accordance with the provisions of this Agreement.

4.4 At the end of the Initial Subscription Term (and each Renewal Term thereafter), the Customer's Subscription Term will renew for one or more new terms of the same duration as the Initial Subscription Term (each a **Renewal Term**), unless either party provides written notice to the other party of their intention to terminate this Agreement, with such notice to be provided no less than 30 days prior to the end of the then current Subscription Term.

4.5 The Customer may during a Subscription Term notify Sapia.ai that it seeks to move up a Platform Tier, Messaging Credit Tier or Customer Success Package, or increase its Annual Hiring Volumes and/or increase the number of Candidate Experiences via a Change Request any additional Fees payable in respect of the Change Request to be invoiced separately at the rate specified in the Software Purchase Agreement or as otherwise agreed between the parties.

4.6 Without limiting **clause 4.5**, no less than 30 days prior to the end of the then current Subscription Term the Customer may notify Sapia.ai that it wishes to change Platform Tiers, Messaging Credit Tiers or Customer Success Package, or otherwise increase or decrease Annual Hiring Volumes and/or the number of Candidate Experiences, with such changes to take effect on and from the renewal date.

5. ACCOUNTS AND AUTHORISED USERS

5.1 Subject to the terms of this Agreement, the Platform, Materials and Usage Rights may be accessed and used by:

- (a) Customer and its Affiliates;
- (b) Personnel who are system administrators appointed by the Customer or its Affiliates from time to time (**Administrators**); and
- (c) other Personnel of the Customer or its Affiliates (**General Users**)

(each an **Authorised User**, and jointly, **Authorised Users**), except that an Authorised User must not be a competitor of Sapia.ai (with persons who may be competitors to be as determined by Sapia.ai in its sole discretion).

5.2 Administrators will have the right to access Processed Data and any additional Platform functionality described in the Software Purchase Agreement or otherwise which Sapia.ai makes generally available to Administrators from time to time.

5.3 Depending on the functionality of the Platform, the Customer and some or all Authorised Users may be required to set up an individual user account (**Account**) to use and access the Platform, Materials and Processed Data. Sapia.ai may, from time to time, amend or place restrictions on the requirements needed to create an Account.

5.4 The Customer shall ensure that each Authorised User observes the terms and conditions of this Agreement. The Customer shall be solely responsible for each use of the Platform, Materials and Processed Data by its Authorised Users and each act, omission, or negligence of an Authorised User in relation to its use of the Platform, Materials, Processed Data, or this Agreement, shall be an act, omission or negligence of the Customer.

5.5 If a person has entered into this Agreement in its capacity as an Authorised User of the Customer, then that person:

- (a) is bound by this Agreement in its capacity as an Authorised User but also binds the Customer as agent of the Customer;
- (b) has the same obligations under this Agreement in relation to their use of the Platform, as if named as the Customer; and
- (c) must keep their Account login details confidential and must not share their login details with any other person; and may only use the Platform, Materials and Processed Data on behalf of the Customer and in accordance with the terms of this Agreement and may not authorise or sublicense any other person to use the same on their behalf.

5.6 The Customer agrees:

- (a) that each Account (whether the Customer's or an Authorised Users') will be created using Sapia.ai's online sign-up process, or any other method specified by Sapia.ai from time to time;
- (b) to keep confidential and secure, and to ensure that each Authorised User keeps confidential and secure, any username or password used to access the Account;
- (c) to be responsible for all uses of the Customer's Account by its employees, representatives, and agents, and for each Authorised User's use of their Account;
- (d) that they warrant that all information provided by the Customer to Sapia.ai in the setup of its and each Authorised User's Account is true and correct in every detail; and
- (e) that the Customer, and each Authorised User, will only use their Account for the purposes of using the Platform, Materials and Processed Data to the extent permitted by an in accordance with this Agreement, and for no other purpose.

5.7 The Customer will, and the Customer will also ensure that each Authorised User:

- (a) only uses the Platform, Materials and Processed Data in a manner and in accordance with this Agreement and all Applicable Laws; and
- (b) only uses the Platform and Materials in accordance with the permitted uses and functionality described in applicable user manuals (or similar Materials) made available by Sapia.ai from time to time.

5.8 The Customer will not, and the Customer will ensure that each Authorised User will not:

- (a) use their Account or the Platform in a fraudulent or illegal manner;
- (b) email, upload or send any materials from their Account or the Platform which are offensive, unlawful, harassing, libellous, defamatory, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable;
- (c) upload or otherwise introduce into to the Platform (or its related systems or networks) any viruses, malware or any other malicious Platform or data;
- (d) copy, modify, duplicate, create derivative works from, republish, transmit or distribute all or any part of the Platform or Materials (or any Third Party Platform or materials); or
- (e) build a product, service or code which competes with our Platform or otherwise do anything (or attempt to) such as alter, or reverse engineer or otherwise reduce to human- perceivable form all or any part of our Platform, or otherwise learn the source code or algorithms underlying our Platform;

but subject to the Customer's rights arising under the Copyright Act 1968 (Cth) (or similar legislation under foreign law, such as those relating to fair dealing) which imply express permitted uses of computer software (and which cannot be disclaimed by the Customer).

5.9 The Customer indemnifies Sapia.ai and its Affiliates, and it and their Personnel (**Sapia Indemnified Parties**) for any loss, claim, fine, levy or damages suffered or incurred by any Sapia Indemnified Parties as a result of the Customer or its Authorised Users' breach of **clauses 5.7, 5.8, 10.5(d), 12, 15, or 17**.

6. CANDIDATES

6.1 The Customer acknowledges and agrees that when accessing and using the Candidate Interview, Candidates:

- (a) are invited to complete their Candidate Interview via email link or such other process set out in the Software Purchase Agreement;
- (b) may be required to agree to Sapia.ai's Privacy Policy and Candidate Terms of Service before being granted access to the Platform (to the extent permitted under Applicable Laws);
- (c) are required to complete their interview on a compatible smartphone (including Android and Apple iOS), tablets, or personal computers; and
- (d) must complete their interview via a supported browser (Google Chrome, Microsoft Edge, Apple Safari, Samsung Internet, or Mozilla Firefox).

For the avoidance of doubt, Candidates may complete their Candidate Interview anywhere worldwide (including outside the Permitted Regions).

6.2 The Customer acknowledges and agrees that if a Candidate is unable or unwilling to satisfy any of the criteria in **clause 6.1**, that the Candidate may not be able to complete the Candidate Interview, and Sapia.ai shall not be liable for any losses suffered by the Customer or the Candidate as a result.

7. FEES AND TAXES

7.1 Fees Generally

- (a) The Customer agrees to pay Sapia.ai the Fees (including any Fees arising as a result of a Change Request) by the due date and via the method, and in the currency specified in an invoice (or within 30 days of the date of any invoice if no due date is specified), or in accordance with any payment terms (including currency) otherwise agreed in the Software Purchase Agreement.
- (b) The Client acknowledges and agrees that Sapia.ai may increase Fees payable under a Software Purchase Agreement at any time on or after the conclusion of the Initial Subscription Term by providing the Client with at least 30 days prior written notice. If the Fees are increased during a Renewal Term at a level greater than CPI that Fee increase will be deemed a material change and the Client may terminate this Agreement subject to and in accordance with **clause 18**.
- (c) All amounts payable under this Agreement shall not be subject to any set-off or deduction of any kind.

7.2 Messaging Services

- (a) Where applicable, Messaging Services are charged at the rate specified in the Software Purchase Agreement and include an agreed volume of Message Credits based on the applicable Message Credit Tier. Sapia.ai may charge additional amounts for the establishment of a Customer Sender ID.
- (b) The Customer acknowledges and agrees that for each SMS/MMS Message sent, the Customer's Messaging Credit Tier account will be reduced by one Message Credit.
- (c) If the actual number of SMS/MMS Messages sent exceed or are likely to exceed the Messaging Credit Tier, the Customer acknowledges that it will be required to purchase additional Message Credits via a Change Request, failing which Sapia.ai may in its sole discretion and with or without notice cease providing Messaging Services until such time further Message Credits are purchased by the Customer. The Customer acknowledges and agrees that Sapia.ai shall not be liable for any loss suffered by the Customer or the Candidate as a result of the Customer having insufficient Message Credits.
- (d) The Customer Agrees Message Credits which are not used during the then current Subscription Term are non-refundable or non-transferable and do not roll over to a Renewal Term.

7.3 Taxes

- (a) All Fees are exclusive of any applicable taxes, levies, imposts, duties or similar charges imposed, levied or assessed by any government agency (such as sales tax, value added tax (VAT), goods and services tax (GST), withholding taxes, export, import and other duties) together with any related interest, penalties, fines and expenses in connection with them, and, except with respect to income taxes of Sapia.ai, the Customer is responsible for payment of all such amounts imposed, levied or assessed in connection with this Agreement. The amount of any GST, VAT or any other applicable tax will be payable at the same time as the relevant amount of the Fees.
- (b) If under Applicable Law, the Customer is required to withhold any amount of withholding tax from a payment of Fees, the Customer will gross up the amount of the Fees by an additional amount as necessary to ensure that the net amount paid to and received by Sapia.ai is equal to the amount which would have been received by Sapia.ai had no such payment, deduction or withholding been made. The Customer agrees to defend, hold harmless and indemnify Sapia.ai from any and all Claims arising from or in

connection with the Customer's failure to timely report or pay such amounts imposed, levied or assessed.

8. SUSPENSION AND TERMINATION

8.1 The Customer acknowledges and agrees that Sapia.ai may suspend access to the Platform and each Account at any time if Sapia.ai in its sole discretion considers that:

- (a) the Customer or an Authorised User is or may be in material breach of a term of this Agreement (including by failing to pay Fees when due) or a term of a Third Party Agreement; or
- (b) suspension is required due to service outages, technical failures, maintenance work, to address a Security Incident or excessive server load on our technical equipment.

8.2 Without limiting Sapia.ai's rights, if the Customer fails to pay any amount when due, Sapia.ai may in its discretion do one or more of the following:

- (a) suspend access to the Platform under **clause 8.1(a)** until all outstanding payments are received in full;
- (b) terminate this Agreement if any fees or expenses remain unpaid for more than 7 days after their due date; or
- (c) charge interest on the unpaid amount, calculated at the official cash rate set by the Reserve Bank of Australia, the Bank of England or the Federal Reserve (as applicable in the relevant Jurisdiction) plus 4%, calculated daily and compounding monthly, from the due date until full payment is made;

and the Customer acknowledges and agrees that Sapia.ai may in its sole discretion take any one or more of the above steps alone or in combination.

8.3 This Agreement may be terminated by either party:

- (a) immediately with notice, in event the other is in breach of any Applicable Law in effect from time to time and such breach is reasonably likely to expose the terminating party to liability under Applicable Law if the terminating party was to continue to perform its obligations under this Agreement;
- (b) for cause by notice to the other party if the other party is Insolvent or commits a material breach of this Agreement (or Third Party Agreement) and fails to remedy that breach within fourteen (14) days of being requested to do so; or
- (c) in accordance with any other termination provisions set out in a Software Purchase Agreement (if any).

8.4 This Agreement and the Licence will automatically terminate at the end of the applicable Subscription Term where a party gives notice that the party will not renew this Agreement under **clause 4.4**, or otherwise in accordance with any special condition in the Software Purchase Agreement.

8.5 Upon expiry or termination of this Agreement:

- (a) all unpaid Fees payable by the Customer will become immediately due and payable;
- (b) the Customer's access to and use of the Platform and Materials will immediately be revoked or cancelled;
- (c) Candidates' access and use of Candidate Interview will immediately be revoked and cancelled;
- (d) all rights and Licences granted under this Agreement will cease and the Customer must stop using the Platform and Materials and

the Customer will ensure that all of its Authorised Users cease accessing and using the Platform;

- (e) as directed by Sapia.ai, the Customer must immediately delete or dispose of all copies of the Materials in its possession or control, however the Customer may retain and use post termination any Customer Data downloaded by the Customer before the date of termination;
 - (f) except if otherwise agreed in writing, Sapia.ai will delete all copies of Customer Data without any further notification to the Customer within 40 days after termination save that Sapia.ai may retain Customer Data to the extent permitted by this Agreement or to the extent required by its record keeping obligations under Applicable Law; and
 - (g) nothing herein shall be construed to release either party from any obligation that arose prior to the effective date of such termination.
- 8.6** Upon expiry or termination of this Agreement, those rights and obligations that by their nature ought to survive termination will survive, as will **clauses 1, 5.9, 8.5(e), 8.5(f), 8.6, 11, 12, 13, 14, 15, 16, 20, 20 and 21** of these Standard Terms.

9. UPDATES AND UPGRADES

- 9.1** Sapia.ai may from time to time provide enhancements or improvements to the features/functionality of the Platform, which may include a new version, new release, patches, bug fixes, updates, upgrades and other modifications (each an "Upgrade").
- 9.2** If Sapia.ai releases an Upgrade and provides access and use of the Upgrade to the Customer, then this Agreement will continue to apply to the Upgrade (as if the Upgrade was the "Platform").
- 9.3** Sapia.ai reserves the right to modify, suspend or discontinue, temporarily or permanently, any functionality contained in the Platform or any service to which it connects, with or without notice and without liability to the Customer.
- 9.4** Upgrades may modify or delete certain features and/or functionality of the Platform. The Customer agrees that Sapia.ai has no obligation to:
- (a) provide any Upgrades, or provide the Customer with access to any Upgrade, which relates to any feature or functionality that the Customer has not subscribed to under this Agreement; or
 - (b) continue to provide or enable any particular features and/or functionality of the Platform to the Customer in any Upgrade.

10. SUPPORT SERVICES

10.1 Sapia.ai shall perform all Support Services in a professional manner and in accordance with any special conditions set out in a Software Purchase Agreement.

10.2 Implementation Services

Sapia.ai will provide Implementation Services during the Implementation Period. The Customer acknowledges and agrees that:

- (a) Sapia.ai will in consultation with the Customer design, test and brand the Candidate Experiences and Candidate Interview during the Implementation Period;
- (b) during the Implementation Period, Candidate Experiences and Candidate Interview will not be available for use by the Customer other than for testing purposes; and
- (c) the Implementation Period is an estimate of time only and is non-binding. Sapia.ai is not liable for any loss suffered by the Customer caused by any delay in the provision of Implementation Services.

10.3 Platform Support Services

- (a) During the Subscription Term, Sapia.ai shall provide the Customer with the Platform Support Services.
- (b) The Customer may access Platform Support Services at the times described in the link Sapia.ai provides for Platform Support Services or otherwise as specified in the Software Purchase Agreement. Any errors or issues with the Platform will be resolved with a work around or the release of a new patch or update as determined by Sapia.ai in its sole discretion.

10.4 Customer Success Consulting Services and Support Services

Where indicated in the Software Purchase Agreement, Sapia.ai will provide the Customer with the Customer Success Consulting Services (but only to the extent applicable to the relevant Customer Success Package described in the Software Purchase Agreement).

10.5 Messaging Services

- (a) Where Messaging Services are selected in a Software Purchase Agreement, the Customer authorises Sapia.ai to send SMS/MMS Messages on the Customer's behalf to Candidates which:
 - (i) invite or remind Candidates to complete an interview;
 - (ii) confirm interview completion; or
 - (iii) which are otherwise required for the management of Candidate Interviews;

and the Customer agrees that Sapia.ai may engage one or more third party suppliers to meet its obligations under this clause.

- (b) The Customer acknowledges and agrees it may in a Software Purchase Agreement elect for SMS/MMS Messages include either Customer's Sender ID or Sapia.ai's Sender ID, and in event:
 - (i) Sapia.ai's Sender ID is used then SMS/MMS Messages will identify the Customer as the sender of the message; or
 - (ii) if the Customer's Sender ID is used, that Sapia.ai may charge the Customer a Sender ID establishment fee at the rate agreed between the parties.
- (c) The Customer further acknowledges and agrees that:
 - (i) SMS/MMS Messages shall be in the format determined by Sapia.ai;
 - (ii) Sapia.ai may (but is not obliged to) make suggestions as to the content of SMS/MMS Messages, however the Customer is solely responsible for approving such content;
 - (iii) SMS/MMS Messages will only include an opt-out facility if required under the laws of the relevant Jurisdiction; and
 - (iv) if opt-out functionality is included, Sapia.ai will only manage the opt out process (including any associated record keeping) where specified in a Software Purchase Agreement (which may be for an additional fee agreed between the parties).
- (d) The Customer warrants:
 - (i) it has and will on an ongoing basis comply with all Applicable Laws relevant to the sending and receipt of electronic messages;
 - (ii) it has obtained from Candidates all necessary consents under Applicable Laws required for Sapia.ai to meet its obligations under clause **10.5(a) to (d)** (inclusive); and
 - (iii) it will immediately advise Sapia.ai if it becomes aware that a Candidate has withdrawn their consent to receive SMS/MMS Messages.

11. LIMITATION AND IMPLIED TERMS

11.1 The Customer acknowledges that Sapia.ai has made no warranties that the Platform:

- (a) has any particular level of uptime or availability;
- (b) will otherwise be accessible at all times;
- (c) will have all functionality available at all times; or
- (d) is otherwise error free.

11.2 The Customer acknowledges and agrees that whilst the Platform will provide outputs based on Artificial Intelligence Models (including the relevant Permitted Role Families), Customer Data and Individual Candidate Records, the decision on how Platform outputs are used (including all hiring decisions) are the sole responsibility of the Customer and the Customer agrees that Sapia.ai shall have no liability in respect of any decisions (including hiring decisions) made by the Customer.

11.3 The Customer acknowledges that performance of the Platform may be dependent on the Customer's, its Affiliates and Candidates' IT or mobile network infrastructure and in the use of the Platform Sapia.ai cannot guarantee any specific end-user performance.

11.4 The Customer acknowledges that we shall not be liable for any breach of this Agreement or loss suffered by you in respect of:

- (a) any non-conformity, defect or deficiency in the Platform in where it is used in a manner contrary to our usage guidelines and Materials;
- (b) any delay or deficiency in the Platform or Support Services arising from your failure to meet your obligations under this Agreement (including any time frames agreed by us in a Software Purchase Agreement); or
- (c) if anyone other than ourselves (without our consent) modifies or alters the Platform or Customer Data.

11.5 The Customer acknowledges that Sapia.ai has not made and will not make any express or implied warranties in relation to the Platform or any other goods or services provided by Sapia.ai under this Agreement, other than those warranties expressly contained in this Agreement. To the extent permitted by Applicable Law, any term that would be implied into this Agreement, including without limitation any condition or warranty, is hereby excluded.

11.6 To the extent permitted by Applicable Law, Customer agrees that Sapia.ai will not be liable in respect of any claim by the Customer (whether contractual, tortious, statutory or otherwise) for any failure or delay to perform its obligations caused by a Force Majeure Event, direct, special, incidental, indirect or consequential damages or injury including, but not limited to, economic loss, any loss of profits, contracts, revenue or data arising out of or in connection with the provision of the Platform or the provision of any other goods or services under Agreement and whether as a result of any negligence, breach or default, by Sapia.ai.

11.7 The maximum liability of Sapia.ai under this Agreement (whether in contract, tort, breach of statutory duty or any other basis of loss) for any and all breaches of this Agreement, and for any negligence in relation to this Agreement, will not exceed:

- (a) the total annual Licence Fees paid for the Platform by the Customer for the then current Subscription Term; or
- (b) if no Licence Fee is paid, £10 or \$10 (as applicable in the context).

11.8 Notwithstanding any other provision, nothing in this Agreement shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any other liability that cannot be excluded or limited by Applicable Law.

11.9 Any of the terms and conditions of this Agreement which limit or exclude any term condition or warranty, express or implied, or the liability of Sapia.ai will apply to the extent permitted by Applicable Law and will not be construed as excluding, qualifying, or limiting the Customer's statutory rights or remedies arising by virtue of the breach of any implied term of this Agreement where such exclusion, qualification or limitation would be prohibited by legislation.

11.10 If the Licensor is based in Australia and the Australian *Competition and Consumer Act 2010* (Cth) (or analogous legislation) applies to this Agreement and permits the limitation of liability for breach of warranty implied by statute, the liability of Sapia.ai is limited, at the option of Sapia.ai (to the extent permitted by law), to:

- (a) in the case of goods, any one or more of the following - the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired; and
- (b) in the case of services - the supplying of the services again; or the payment of the cost of having the services supplied again.

11.11 If the Licensor is based in Australia and the consumer guarantees under the Australian Consumer Law apply to the provision of any goods or services by Sapia.ai to the Customer, then Sapia.ai provides the following notice to the extent required by the Australian Consumer Law:

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

11.12 If the Licensor is based in the USA, the Software Purchase Agreement may set out alternative limitation provisions which shall take precedence over the provisions of this **clause 11**.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 Sapia.ai retains ownership of, or uses under licence, the Platform, Materials, De-identified Derived Data and all other Sapia.ai Background IP (together, **Sapia IP**) and all present and future Intellectual Property Rights which subsist in Sapia.ai IP at all times. Apart from the applicable Licence granted herein, all such rights in Sapia IP are reserved by Sapia.ai. Notwithstanding any other provision, nothing in this Agreement licences the Customer or is Authorised Users (if applicable) to access or otherwise use De-identified Derived Data.

12.2 All Intellectual Property Rights discovered or developed in relation to the Platform (including any Upgrade, enhancement, modification, or adaptation of the same), in Learnings or Feedback will automatically vest in and are assigned to Sapia.ai with full title guarantee.

12.3 To the extent that there are Intellectual Property Rights in any Individual Candidate Record then as between the parties, the Candidate will be the owner of those Intellectual Property Rights in their Individual Candidate Record. However, the ownership of Intellectual Property Rights in:

- (a) any compilation of multiple Individual Candidate Records which are comprised in the Raw Data or Processed Data will be owned by the Customer; and
- (b) any compilation of multiple Individual Candidate Records contained in the De-identified Derived Data, will be owned by us and form part of Sapia IP.

12.4 Subject to **clause 12.3**, the Customer shall be the owner of Intellectual Property Rights (if any) in Customer Data. The Customer grants Sapia.ai a royalty free, perpetual, sub-licensable, transferable unrestricted worldwide licence to use Customer Data during the Subscription Term for the purpose of Sapia.ai meeting its obligations or exercising its rights under this Agreement. Sapia.ai must not sell, license or otherwise deal with or commercially exploit any Customer Data except in accordance with the terms of Agreement or otherwise with the Customer's consent. Nothing in this clause limits or prevents Sapia.ai from creating De-identified Derived Data during or after the Subscription Term.

12.5 The Customer, its Authorised Users and Candidates may by any means available to them choose to submit comments, information, questions, ideas, description of processes, or other information to Sapia.ai about the Platform (**Feedback**). Sapia.ai may freely use, copy, disclose, license and distribute any Feedback in any manner without any obligation, royalty or restriction based on Intellectual Property Rights or otherwise. Feedback will not be considered the Customer's Confidential Information and nothing in this Agreement limits our right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise. Our right to use Feedback survives termination of the Agreement.

12.6 The Customer acknowledges and agrees:

- (a) that the Customer may at any time during the Subscription Term obtain a copy of Customer Data using Platform functionality, and that Sapia.ai is otherwise under no obligation to provide the Customer with a copy of Customer Data (whether during or at the end of the Subscription Term);
- (b) there is no obligation on Sapia.ai to backup Customer Data other than as provided by the then current functionality of the Platform (if any); or
- (c) Sapia.ai is not responsible for any loss of, or corruption to, the Customer Data.

12.7 The Customer acknowledges Sapia.ai (its Affiliates or it or their Personnel) may use Customer Data and Individual Candidate Records for any of the following purposes:

- (a) to provide the Customer its expected functionality from the Platform and any related services or otherwise to meet our obligations under this Agreement;
- (b) to create De-identified Derived Data;
- (c) for Enhancement and Learning Purposes; and
- (d) to the extent permitted by, and in accordance with, our Privacy Policy.

12.8 You acknowledge and agree Sapia.ai is permitted to create and use De-identified Derived Data from Customer Data, and that Sapia.ai shall retain all rights, (including Intellectual Property Rights), title and interest in and to such De-identified Derived Data provided always that Sapia.ai must in creating the same and for the purpose of Privacy Laws, take all

reasonable steps to remove identifying information (including Personal Data) relating to the Customer, or its Authorised Users or Candidates such that all such De-identified Derived Data is incapable of reidentification.

12.9 The Customer agrees that subject to adherence with Applicable Laws, Sapia.ai (or its Affiliates or nominees) may make any use whatsoever of De-identified Derived Data, Feedback and Learnings including without limitation for Enhancement and Learning Purposes, and may aggregate, combine or compare De-identified Derived Data, Feedback and Learnings with other Feedback, Learnings, or De-identified Derived Data created using data and information owned or otherwise obtained by Sapia.ai from other sources.

13. THIRD PARTY SOFTWARE AND AGREEMENTS

13.1 The Platform may incorporate third party software components (which may be open source) (**Third Party Software**) licensed to Sapia.ai by third parties, which may be subject to their own licence agreement or other third party terms and conditions (**Third Party Agreement**). Third Party Software may use Artificial Intelligence, or may be created, trained or modelled using Artificial Intelligence.

13.2 The Customer agrees that in addition to these Standard Terms, the use of the Platform may also be governed by any terms and conditions specified in any relevant Third Party Agreement which is disclosed to the Customer from time to time (whether by Sapia.ai or the relevant third party).

13.3 The Customer agrees to be bound by and observe all terms and conditions of any applicable Third Party Agreement which is disclosed to it and acknowledges that any breach of a Third Party Agreement will entitle Sapia.ai to terminate this Agreement.

13.4 The Customer acknowledges and agrees that:

- (a) to the extent the Platform includes Third Party Software which is (or is created, modelled or trained via) Artificial Intelligence:
 - (i) Sapia.ai has not trained the Third Party Software and Sapia.ai has no control or influence over any outputs, information, or data generated by Third Party Software; and
 - (ii) as such, outputs provided by the Platform may be inaccurate, incomplete or contain unexpected content; and
- (b) Sapia.ai is not responsible for any Third Party Software, including any functionality, defects, accuracy, training, modelling, completeness, availability, timeliness, validity, copyright or privacy compliance, legality, decency, quality or any other aspect thereof;
- (c) if Third Party Software becomes unavailable for any reason, the Platform may not operate as intended during the period in which the Third Party Software is unavailable;
- (d) the Customer assumes the risk in using such Third Party Software and Sapia.ai shall not have any liability or responsibility to the Customer or any other person or entity in relation to the Customer's use of Third Party Software; and
- (e) Sapia.ai cannot provide warranty or support coverage for problems caused by defects or changes in Third Party Software.

13.5 Where the Software Purchase Agreement indicates that the Platform will be integrated with the Customers Applicant Tracking System or similar software (**ATS**), the Client represents and warrants that:

- (a) it solely responsible for payment of costs associated with the ATS; and
- (b) it will at all times comply with the relevant third party ATS terms and that the Platform's integration with the ATS is permitted by those terms.

13.6 The Customer agrees to defend, hold harmless and indemnify Sapia.ai from any and all Claims arising as a result of the Customer's breach of this **clause 13**.

14. CONFIDENTIAL INFORMATION

14.1 Each party must not, and must use its reasonable endeavors to ensure that it and its Affiliates Personnel and professional advisers and others to whom it discloses the terms of this Agreement, do not:

- (a) disclose any Confidential Information; or
- (b) use any Confidential Information in any manner which may cause or be calculated to cause loss to the other party.

14.2 Despite anything else contained in this Agreement to the contrary, a party may make any disclosure of Confidential Information:

- (a) if it has the consent of the party disclosing such information to do so;
- (b) if it is required to do so by law;
- (c) if the Confidential Information has come within the public arena, other than by a breach of this **clause 14** by any party;
- (d) if the Confidential Information was in its possession or known by it without restriction prior to receipt from the party disclosing such information, as can be established by the party's contemporaneous records; or
- (e) subject to **clause 14.4**, to its Affiliates and to it and their Personnel and professional advisers who require such information to advise on or perform this Agreement (except that the Customer shall not disclose Sapia.ai Confidential Information to a competitor of Sapia.ai (as determined by Sapia.ai in its sole discretion)).

14.3 Subject to **clause 14.4**, the Customer consents to Sapia.ai disclosing the terms of this Agreement (as part of due diligence inquiries) to a *bona fide* potential acquirer of our business, shares, or other underlying equity interests, or to a *bona fide* potential investor in our business.

14.4 Any disclosure of Confidential Information under **clause 14.2(e)** or **14.3** is on a need to know basis and is subject to the recipient being under an obligation of confidentiality consistent with the provisions of this **clause 14** (except that a recipient may not make further disclosures without the consent of the owner of the Confidential Information).

15. PRIVACY

15.1 Each party will:

- (a) comply with their respective obligations under applicable Privacy Laws in respect of the use of Personal Data and the transfer and receipt of Personal Data to or from the other party; and
- (b) ensure that they do not do anything with Personal Data which is provided to them by the other party which places the other party or its Affiliates in breach of Privacy Laws.

15.2 The Customer warrants that it has collected all necessary consents and approvals required under Privacy Laws from each individual whose Personal Data is provided to Sapia.ai (including Personal Data relating to Candidates or Authorised Users) for us to store, disclose, and process their Personal Data as required by or contemplated by this Agreement and as further described in our Privacy Policy which is available here: <https://sapia.ai/privacy-policy/>.

15.3 Personal Data which is recorded, collected or stored by Sapia.ai or the Platform will be held, maintained, used or disclosed by Sapia.ai in accordance with this Agreement and Privacy Laws.

15.4 Except if otherwise expressly specified in the Software Purchase Agreement, the Customer consents to Sapia.ai storing (or allowing the storage of) Customer Data and Individual Candidate Records outside Australia and disclosing and allowing the disclosure of Customer Data and Individual Candidate Records to a person outside of the Jurisdiction (including to Sapia.ai Affiliates and Personnel), but only to the extent necessary for Sapia.ai to perform its obligations under this Agreement and then only to the extent permitted by the Sapia.ai Privacy Policy and Privacy Laws.

15.5 The Customer acknowledges and agrees that each time the Platform is first used by the Customer or an Authorised User that the Platform may include a collection notice or link to Sapia.ai's Privacy Policy.

15.6 Where indicated in the Software Purchase Agreement:

- (a) the parties agree that the provisions of the Data Processing Agreement are incorporated by reference into this Agreement; and
- (b) that any additional or alternative terms governing the handling of Personal Data, data breaches or other Security Incidents relating to Personal Data set out in the Software Purchase Agreement (if any) shall take precedence over **clauses 15** and **16** (but only to the extent of the inconsistency).

16. CYBERSECURITY

16.1 Cybersecurity Obligations

Sapia.ai will take all reasonable steps to ensure that Platform complies with the Cybersecurity Requirements, including by:

- (a) maintaining appropriate information security policies and processes in place that govern data protection and network security;
- (b) implement technical and organisational measures to protect Customer Data from data breaches in accordance with industry best practice, including as outlined in international standards such as ISO 27001;
- (c) regularly checking the Platform for harmful or surreptitious code, including malware, Trojan horses, and other malicious Platform or data.

16.2 Handling of Security Incidents

If a Security Incident occurs, Sapia.ai must:

- (a) advise the Customer in writing, as soon as practicable, but no later than twenty-four (24) hours after becoming aware of the Security Incident, and follow any other processes set out in this Agreement in relation to the Security Incident;
- (b) provide the Customer with the name and contact information for an employee who will serve as a primary security contact and be available to assist promptly, as a contact in resolving obligations arising from a Security Incident;
- (c) take all reasonable steps to respond to, mitigate against, and remediate the impacts and consequences of any Security Incident;
- (d) take all reasonable steps to restore or procure the restoration to the last available back-up (or other copy) of all data that was lost, corrupted, or changed by or through the Security Incident;
- (e) coordinate and cooperate with the Customer to investigate and manage the Security Incident including assisting with any investigation including by cooperating with the Customer in relation to any obligation arising under Privacy Laws to notify a government agency of the Security Incident and the Customer's response to the Security Incident.

17. EXPORT LAWS

- 17.1** Sapia.ai, its employees and its agents may be subject to export control laws of Australia, the United Kingdom, the United States or other jurisdictions that prohibit or restrict transactions with certain parties, and the type and level of technologies and services that may be exported (**Export Laws**). The Customer agrees to comply fully with all such laws and regulations of Australia, the United Kingdom, the United States and other countries to assure that neither the Platform, nor any direct products thereof are exported, directly or indirectly, in violation of Export Laws, or are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.
- 17.2** The Platform nor underlying information or technology may not be downloaded or otherwise exported or re-exported into (or to a national or resident of) Cuba, North Korea, Iran, Russia, Sudan, Syria or any other country to which Australia, the United Kingdom or the United States has embargoed goods; or to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, Non-proliferation Sanctions or General Orders, or similar lists or orders in Australia or other jurisdictions. By using the Platform, the Customer and its Authorised Users each agree to the foregoing and each represent and warrant that it is not located in, under the control of, or a national or resident of any such country or on any such list, and that it acknowledges that it is responsible to obtain any necessary Australian, the United Kingdom or United States government authorisation to ensure compliance with such laws.

18. AMENDMENTS

- 18.1** Sapia.ai may amend these Standard Terms by providing written notice to the Customer (which may be given electronically including via the Platform). Without limiting the methods by which the Customer may accept such amended terms, the Customer acknowledges and agrees that if the Customer (or its Authorised Users) continue to use the Platform after the date specified in the notice, then such use will constitute the Customer's acceptance of the amended Agreement.
- 18.2** If the Customer does not agree to an amendment to these Standard Terms, then if the amendments are material (including a Fee adjustment under **clause 7.1(b)**) then the Customer may terminate this Agreement within the time period specified in the notice given under **clause 18.1**. If the Customer terminates under this clause and has pre-paid any Fees then it should contact Sapia.ai to determine whether it is eligible for a pro-rata refund of any unused proportion of the pre-paid amount.

19. LICENSOR AND NOTICES

- 19.1** The Licensor of the Platform to the Customer will be one of the Sapia.ai entities named below:
- (a) Sapia&Co Pty Ltd ABN: 86164492586 (Australia)
 - (b) Sapia.ai, Inc. (USA Subsidiary, Entity ID: 5905364 (Delaware State)); or
 - (c) Sapia&Co UK Pty Ltd (UK Company Number: 13526365).
- The relevant Licensor of the Platform to the Customer will be as specified in the Software Purchase Agreement.
- 19.2** Any notice or demand to be given or made under this Agreement must be in writing signed by a party's authorised representative and delivered to the address of the other party as described in the Software Purchase Agreement. A notice will be deemed to be received: (a) in the case of a notice given by hand, on delivery; (b) in the case of a notice sent by pre-paid post, 5 days following the date of postage; (c) in the case of a notice

sent by email, at the time the email is sent, provided the sender receives no notification that the email was not successfully sent.

20. MISCELLANEOUS

- 20.1 (Corporate Identity)** Unless otherwise requested in writing by the Customer, Sapia.ai may use the Customer's corporate identity (if applicable) as part of promoting the Platform in the marketplace.
- 20.2 (Entire Agreement)** This Agreement supersedes all prior representations, arrangements, understandings, and agreements between the parties relating to the subject matter of this Agreement and sets forth the entire and exclusive terms and understanding between the parties relating to the subject matter of this Agreement.
- 20.3 (Waiver)** Any waiver of a right or remedy under this Agreement will only be valid if the waiver is given in writing and signed by the party giving the waiver.
- 20.4 (Remedies Cumulative)** The rights, powers or remedies provided in this Agreement are cumulative with and not exclusive of any rights, powers or remedies provided independently of this Agreement.
- 20.5 (Exercise of a Right)** A party may exercise a right at its discretion and separately or together with another right. If a party exercises a single right or only partially exercises a right, then that party may still exercise that right or any other right later. If a party fails to exercise a right or delays in exercising a right, then that party may still exercise that right later.
- 20.6 (Invalidity)** If any provision of this Agreement is judged invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity or unenforceability (unless deletion of such provision would materially adversely affect one of the parties) will not affect the operation or interpretation of any other provision of this Agreement to the intent that the invalid or unenforceable provision will be treated as severed from this Agreement.
- 20.7 (Subcontracting and Assignment)** Sapia.ai may subcontract, assign, novate or otherwise transfer its rights and obligations under this Agreement. The Customer may not assign its rights or obligations under this Agreement without the prior written consent of Sapia.ai (which must not be unreasonably withheld or delayed).
- 20.8 (Adverse Construction)** The parties acknowledge and agree that no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or part of it.
- 20.9 (Special conditions)** The parties shall be bound by any "special conditions" identified in a Software Purchase Agreement (if any) which are expressly stated to override any inconsistent term of this Agreement (but only to the extent of the inconsistency).
- 20.10 (Jurisdiction)** This Agreement will be governed by:
- (a) where the Licensor is located in Australia – the laws of the State of Victoria, Australia;
 - (b) where the Licensor is located in the United Kingdom – the laws of England and Wales; or
 - (c) where the Licensor is located in the USA – the laws of the State of Delaware;
- (each a **Jurisdiction**) and the parties submit to the courts of the relevant Jurisdiction and their Courts of Appeal, in relation to any dispute under this Agreement without reference to conflict of laws principles.
- 20.11 (Counterparts)** This Agreement may be executed in counterparts (including electronically) which when taken together, shall constitute one and the same instrument.
- 20.12 (Contracting Out)** The parties agree that:
- (a) the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement;

- (b) where the applicable Jurisdiction is the State of Delaware, USA, the parties agree that the Uniform Computer Information Transaction Act is expressly excluded from the Agreement; and
- (c) where the applicable Jurisdiction is England and Wales, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

20.13 (Negligent Misrepresentation) Where the applicable Jurisdiction is England and Wales, the Customer shall have no claim for innocent or negligent misrepresentation or negligence misstatement based on any statement in this Agreement.

21. INTERPRETATION

In the interpretation of this Agreement, unless the contrary intention appears:

- (a) a reference to this Agreement and includes an amendment or supplement to, or replacement or novation of this Agreement (or any part of it);
- (b) a reference to a person includes a reference to a corporation, firm, association or other entity, and vice versa; the singular includes the plural and vice versa; a reference to any gender includes a reference to all other genders;
- (c) a reference to any legislation or to any provision of any legislation includes a reference to any modification or re-enactment of or any provisions substituted for such legislation or provisions;
- (d) an agreement, representation or warranty made by two or more persons is made by them jointly and by each of them severally;
- (e) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (f) any reference to £, \$ or currency is a reference to the applicable currency in the Jurisdiction within which the Licensor is located, unless otherwise stated in a Software Purchase Agreement;
- (g) the words “include”, “including”, “for example” or “such as” are not to be interpreted as words of limitation, and when such words introduce an example, they do not limit the meaning of the words to which the example relates, or to examples of a similar kind; and
- (h) headings are inserted for convenience only and do not affect the interpretation of this Agreement.