Master Subscription Agreement

This Master Subscription Agreement ("MSA") is entered into between Phenom People, Inc., and its affiliates and subsidiaries ("Phenom") with a place of business at 300 Brookside Ave., Building 18, Suite 200, Ambler, PA 19002 and XXXX ("Customer"), with a place of business at XXXXX, (collectively, the "Parties"). This MSA is effective as of the date upon final signature (the "Effective Date").

Terms and Conditions

1. APPLICABILITY OF THESE STANDARD TERMS AND CONDITIONS

1.1   This MSA governs Customer's access to and use of Phenom's Platform ("Platform"). During the Term (as set forth in Section 4 below), Phenom's Platform is provided pursuant to a "software-as-a-service" ("SaaS") delivery model where Customer has remote access to the applicable in-scope software components of the Platform (the "Software") via the Internet on a subscription service basis. Subject to the terms of this MSA, Phenom will use reasonable efforts consistent with prevailing industry standards to provide Customer the Software as set forth in the Order Form (and subsequent order forms if applicable).

1.2   Phenom shall implement the Software as detailed in the SOW ("Professional Services").

1.3   Upon completion of the Professional Services, Phenom will provide the Software in accordance with the SLA (attached as Exhibit C).

2. RIGHTS, RESTRICTIONS AND RESPONSIBILITIES

2.1   **Rights of Use.** For the duration of and subject to the restrictions as set forth herein this MSA, Phenom grants Customer a non-exclusive, non-transferable (except as provided herein this MSA), world-wide, limited, license to access and use the Software on a remote-access basis via the internet. The Software may only be used in support of Customer's business operations and is subject to the additional restrictions as set forth herein this MSA. Although Phenom has no obligation to monitor Customer's use of the Software, Phenom may do so and may prohibit any portion of the Software it reasonably believes may be in violation of the foregoing.

2.2   **Use by Authorized Employees and Consultants.** Customer may only grant access to the Software to employees and third-party consultants who are authorized by Customer ("Authorized Users") to use the Software in support of Customer's business operations and who are bound by the confidentiality and limited use provisions of this MSA. Customer represents, covenants, and warrants that Customer and all Authorized Users will use the Software only in compliance with Phenom's Acceptable Use Policy (defined in section 2.3 below) and all applicable laws and regulations.

2.3   **Acceptable Use Policy.** Customer agrees not to misuse the Software and is prohibited from: (i) attempting to use or gain unauthorized access to Phenom's or to any of Phenom's third-parties' networks or equipment; (ii) permitting its employees or any third-party to copy any portion of the Platform; (iii) providing unauthorized access to or use of any user IDs, software license keys or passwords that Phenom may provide Customer to activate or access the Software; (iv) attempting to probe, scan or test the vulnerability of the Software or of any associated system, account or network; (v) interfering or attempting to interfere with Software used by any user, host or network; (vi) engaging in fraudulent, offensive or illegal activity of any nature; (vii) uploading any content, or engaging in any activity, that is pornographic, obscene, harassing, abusive, slanderous or defamatory or that encourages, promotes or expresses racism, hatred, bigotry or violence; (viii) engaging in any activity that infringes the intellectual property rights or privacy rights of any individual or third-party; (ix) transmitting unsolicited bulk or commercial messages (except as permitted in relation to the Software); (x) distributing worms, Trojan horses, viruses, corrupted files or any

similar items; (xi) restricting, interfering with or otherwise disrupting or causing a performance degradation to any of Phenom's or Phenom's suppliers' facilities used to deliver the Software; (xii) modifying, reverse engineering, decompiling, disassembling, distributing or otherwise attempting to discover the source code, object code, or underlying structure, ideas, know-how, documentation, data or algorithms relevant to the Platform; (xiii) creating derivative works based on the Platform (except to the extent expressly permitted by Phenom or authorized within the MSA); (xiv) selling, sublicensing, renting, leasing, or otherwise transferring rights to all or any portion of the Platform (except to the extent expressly permitted by Phenom or authorized within the MSA); (xv) using the Software to operate in or as a timesharing, outsourcing or service bureau environment, or in any manner which supports the business or operations or otherwise for the benefit of a third-party, unless such third-party is a permitted Authorized User; or (xvi) removing any proprietary notices or labels. Any use in violation of this policy may result in suspension or termination of Customer's right to use the Software as reasonably determined by Phenom and may subject Customer to additional liability.

2.4   **Web-Enabled Use.** The license granted herein includes the right to allow Customer's applicants, prospective applicants, and other third-party site visitors to access the screen displays of the Software on a web-enabled basis for the sole purposes of viewing, inputting, and/or querying data within the scope of their intended use.

2.5   **Reservation of Rights.** Any rights that are not expressly granted to Customer by Phenom in this MSA are expressly reserved by Phenom.

2.6   **Intellectual Property Rights.** The Software is licensed, not sold. Except for the license expressly granted herein, Phenom shall retain all right, title and interest in and to the Platform, including but not limited to: associated documentation materials and in all related intellectual property and derivative works thereto. Except for information created or otherwise owned by Customer or licensed by Customer from third-parties that Customer provides or Phenom has access to as part of the Software, including Customer's employees', Customer's job applicants' and candidates' personally identifiable information ("Customer PII" and collectively, "Customer Data"), all rights, title, and interest in the intellectual property embodied in the Platform, including but not limited to the know-how, methods, processes, and all related technology and documentation thereof by which the Professional Services are provided, will belong solely and exclusively to Phenom.

2.7   **Platform Data.** Phenom processes data through the Platform on behalf of its customers ("Platform Data"). Platform Data includes:

i)   **Job Data** – Consists of job descriptions, required skills and job titles that are publicly available;

ii)   **Apply Data** – Consists of applicant's data from resume and contains Customer PII;

iii)   Candidate Relationship Management (**"CRM") Data** – Consists of applicant's profiles and communication in the application process and contains Customer PII;

iv)   **Employee data** (if in scope) – Consists of Customers' internal employee profile data which includes: employee name, email, current positions, skills, experience, location, department, reporting manager; and

v)   **Click-Stream Data** – Consists of an anonymized and aggregated activity-based view of all interactions across the Platform. Click-Stream Data does not and cannot contain any Customer PII or any other information that can be used: (a) to determine what activity is associated with a specific customer career website or a specific person interacting with such specific customer career website; or (b) to identify or otherwise permit the identification of any employee or consultant of Customer or any applicant or other user of Customer's career or other websites. Phenom owns all rights, title and interest in the intellectual property of the Click-Stream Data. Phenom requires such rights in

order to enhance Phenom's Platform, and all such Click-Stream Data will only be used in an anonymized and aggregated form and will never be resold or repackaged in any manner whatsoever.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1   Each Party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business ("Proprietary Information") designated in writing as confidential or of a type which should be reasonably recognized in good faith as confidential. The Disclosing Party consents to the Receiving Party disclosing Proprietary Information to any Receiving Party entities and/or to its auditors, external legal counsel and insurers in accordance with applicable professional standards. The Receiving Party agrees to take reasonable precautions to protect such Proprietary Information and not to use or divulge (except as otherwise permitted herein this MSA) to any third-party of the Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that: (a) is or becomes generally available to the public; (b) was in the Receiving Party's possession or known by the Receiving Party prior to receipt from the Disclosing Party; (c) was rightfully disclosed to it without restriction by a third-party; (d) was independently developed without use of any Proprietary Information of the Disclosing Party; or (e) is required to be disclosed by law.

3.2   Customer shall maintain and ensure that all Authorized Users maintain the confidentiality of all account information that is provided to the Customer to enable access to and use of the Software and shall be responsible for any unauthorized disclosure or use of such account information.

4. TERM AND TERMINATION

4.1   **Initial Term and Renewals.** Subject to earlier termination only as provided below, the Initial Term of the MSA will continue for three (3) years from the Effective Date, ("Initial Term") and Customer will have the right to renew for a twelve (12) month period and continue to renew for twelve (12) month periods thereafter ("Renewed Term" and collectively with the Initial Term, "Term"), upon providing at least thirty (30) days' prior notice to the end of the Initial Term or the respective Renewed Term.

4.2   **Termination; Suspension.** In addition to any other remedies it may have, either Party may terminate this MSA upon written notice if the other Party breaches any material provision of this MSA and fails, within thirty (30) days after receipt of written notice of such breach, to correct the breach. Phenom may suspend Customer's rights of use in the Software and otherwise suspend the provision of the Software: (i) if Customer is delinquent in Customer's payment obligations for more than thirty (30) days beyond their due date; (ii) if there is a material misuse of the Software in violation of the terms and conditions hereof; or (iii) if the Software is used in a manner that Phenom reasonably believes will cause Phenom liability, will unduly degrade performance of Phenom's Software, or poses an imminent security risk. If this MSA is terminated as a result of an uncured material breach by Phenom, Customer will be refunded any unused fees prepaid by Customer at a pro-rated amount for the remaining Term, as of the date of any such breach.

4.3   **Effect of Termination.** Upon termination, all rights and obligations under this MSA will automatically terminate except for rights of action accruing prior to termination and any obligations that expressly survive termination. All sections of this MSA which by their nature should survive termination will survive termination, including but not limited to: accrued rights to payment; confidentiality obligations; warranty disclaimers; and limitations of liability. In addition, each Party will return any of the other Party's proprietary materials, information and documents in its possession or control and immediately cease all access to, and use of, the Software. Customer will have full access to all Customer Data during the Term of the MSA and sixty (60) days thereafter. Phenom will

then delete all Customer Data upon confirmation from Customer to do so.

5. PAYMENT AND PAYMENT TERMS

5.1 **Fees.** Customer will pay Phenom the then applicable fees described in the Fee Schedule for the Software ("SaaS Fees") and Professional Services in accordance with the terms therein (the "Fees"). The Fees shall be invoiced in advance of each annual subscription period and shall be due upon receipt of the invoice, unless otherwise specified in the Fee Schedules in Exhibit A (SaaS Fee Schedule) and B (Professional Services Fee Schedule). Unless otherwise set forth in this MSA, all fees due throughout the Term are committed amounts which are non-refundable and shall remain in effect for the Initial Term. The Software and Professional Services may not be cancelled by Customer except as expressly authorized in the MSA. If Customer believes that Phenom has billed Customer incorrectly, Customer must contact Phenom no later than thirty (30) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to ar@phenompeople.com (along with any Phenom employees associated with Customer's account).

5.2 **Taxes.** Customer is responsible for paying all of its applicable taxes relating to this MSA and the Fees. Applicable tax amounts (if applicable) are not included in the fees set forth in this MSA.

5.3 **Billing.** Full payment for invoices issued in any given month must be received by Phenom thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, plus all expenses of collection and may result in immediate suspension or termination of the Software.

5.4 **Reimbursements.** If Customer requests for Phenom to travel to Customer's premises, Customer shall reimburse Phenom for all reasonable travel expenses.

6. WARRANTY AND DISCLAIMER

6.1 Phenom warrants, for the Term of the MSA, and conditioned on Customer's use of the Software in compliance with this MSA, that the Software will perform in all material respects. Phenom shall use reasonable efforts consistent with prevailing industry standards to maintain the Platform in a manner that minimizes errors and interruptions and Phenom further warrants that: (i) all Professional Services regarding implementation shall be performed in a professional and workmanlike manner and in accordance with any applicable requirements specified in the MSA; and (ii) Phenom has the full right, power and authority to enter into this MSA and perform Phenom's obligations hereunder without the consent of any third-party and without breach of any agreements with or obligations to any third-party. In the event that Phenom breaches a warranty above, whether such breach is discovered by Phenom or Customer notifies Phenom of the breach, then Phenom will exert prevailing industry standard efforts to correct or implement a commercially practicable workaround for the deficiency within thirty (30) days.

6.2 EXCEPT AS SET FORTH IN THIS MSA, PHENOM MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND PHENOM EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THE CREDITS SET FORTH IN THE SLA (EXHIBIT C), PHENOM EXPRESSLY DOES NOT WARRANT THAT THE SERVICES, IN WHOLE OR IN PART, WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, PHENOM AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF

THIS MSA OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, OR FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE SAAS SUBSCRIPTION FEES PAID BY CUSTOMER TO PHENOM FOR THE SERVICES UNDER THIS MSA IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

8. INDEMNITIES

Mutual Indemnification. Each Party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party (the "Indemnified Party"), its directors, officers, employees and agents from any and all liabilities, claims, damages, loss and costs (including reasonable attorney's fees) to the extent arising from: (i) the willful misconduct of the Indemnifying Party; (ii) from the Indemnifying Party's breach of its obligations under this MSA; or (iii) from third party claims that the Platform infringes on intellectual property rights, but excluding any content provided by Customer to Phenom. The Indemnified Party shall promptly notify the Indemnifying Party of any claims for which indemnification is sought. However, the Indemnified Party shall not be responsible for any liability, damages, losses or costs that are incurred because of a delay in giving such notice except to the extent that the Indemnifying Party is prejudiced by the delay. The Indemnifying Party shall assume the defense of any claim for which indemnification is sought using legal counsel reasonably acceptable to the Indemnified Party. The Indemnifying Party shall not enter into a settlement of any claim that is the subject of the indemnification without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed.

9. INSURANCE

During the term of the MSA, Phenom shall, at all times and at Phenom's own expense, maintain in full force and effect the following insurance coverage:

i) Commercial General Liability insurance of $1,000,000 for each occurrence and $2,000,000 in aggregate;

ii) Professional Liability insurance of $10,000,000 for each claim and $10,000,000 in aggregate;

iii) Workers Compensation insurance of $1,000,000 for each accident or disease;

iv) Commercial Automobile insurance (but only applicable if automobiles or other vehicles are used in connection with the performance of the Software and/or Professional Services, including coverage on owned, hired and non-owned automobiles or other vehicles with bodily injury and property damage) with limits of $1,000,000 combined single limit;

v) Cyber Liability Insurance of $10,000,000 for each claim, and $10,000,000 in aggregate to cover both first party and third-party coverages (including, without limitation, data/security breach costs/fines, business interruption and extra expense, cyber extortion, network and security liability, privacy liability, and electronic media liability); and

vi) Commercial Umbrella Excess Insurance for $5,000,000 for each occurrence and $5,000,000 in aggregate.

The insurance shall cover claims arising from operations or acts performed by, and materials, equipment or products used or supplied by Phenom and all subcontractors, anyone or any entity directly or indirectly employed by them, and anyone else or any other entity for whose acts Phenom may be liable. Phenom shall include Customer and Customer's affiliates and subsidiaries, and their equity holders, partners, directors, officers, employees and agents as additional insured in all applicable policies. A certificate, or certificates, of insurance from the insurance company (or companies, as applicable) having a Best's rating of A-:VIII or better, signed by an authorized agent or employee of the insurance company, showing the insurance in force shall be provided to Customer prior to Phenom's commencement of the Software and/or Professional Services (but in no event later than thirty (30) days within

Customer's request). Insurance must be maintained by a company (or companies, as applicable) licensed by the state in which the contracted obligations are performed. All insurance provided by Phenom shall be primary and shall not contribute with other insurance available to Customer, with respect to Customer as an additional insured or any other insurance maintained by Customer. Phenom shall notify Customer at least thirty (30) days prior to any cancellation or non- renewal of any insurance required under this MSA. Phenom agrees to provide to Customer renewal certificate(s) of insurance on an ongoing basis. Customer has the right, in Customer's sole discretion, to withhold payment under this MSA upon notice to Phenom in the event Phenom fails to comply with any of the insurance requirements contained herein. Notwithstanding anything to the contrary in this MSA, any such action by Customer shall in no way be deemed a breach of this MSA by Customer.

10. MISCELLANEOUS

10.1 **Security and Privacy.** In accordance with the requirements imposed by applicable laws and regulations, Phenom shall, for so long as Phenom retains such Customer PII: (i) limit access to Customer PII to Phenom's employees, agents and subcontractors who need access to Customer PII to fulfill Phenom's obligations hereunder and who are bound to maintain it substantially in accordance with Phenom's obligations under this provision; and (ii) implement appropriate administrative, technical and physical safeguards designed to help protect against unauthorized access to or disclosure of such Customer PII. Customer agrees to limit the provision of any Customer PII to those instances where such a disclosure is necessary in order to utilize the Software for Customer's intended purposes.

10.2 **Independent Contractor Relationship; No Third-Party Beneficiaries.** The Parties are independent contractors. No provision of this MSA creates an association, trust, partnership, agency or joint venture between the parties. Neither Party will have any rights, power or authority to act or create an obligation on behalf of the other Party except as specified in this MSA. This MSA does not and is not intended to confer any rights or remedies, express or implied, upon any person other than the parties hereto.

10.3 **Assignment.** Neither Party shall assign this MSA, or any right or interest in this MSA, without the prior written consent of the other Party. Neither Party may assign, without any consent of the other, its rights and obligations under this MSA to any other entity pursuant to a merger, consolidation or reorganization or sale of substantially all of the assets or stock of such Party.

10.4 **Force Majeure.** Neither Party will be liable to the other for any failure to perform any of its obligations under this MSA during any period in which performance is delayed by circumstances not within such Party's reasonable control, such as a natural disaster, act of war or terrorism, government action, labor disruption, internet outages or interruptions or power outages or interruptions, (a "Force Majeure").

10.5 **Compliance with Laws.** Phenom shall abide by all applicable laws and regulations regarding Phenom's performance of obligations under this MSA, and Customer shall abide by all applicable laws and regulations in connection with Customer's use of the Software. In any action or proceeding to enforce rights under this MSA, the prevailing party will be entitled to recover costs and attorney's fees if the presiding authority deems appropriate.

10.6 **Entire Agreement; Severability.** This MSA is the complete and exclusive statement of the mutual understandings of the Parties and supersedes all prior oral and written understandings, communications, or agreements between the Parties regarding that subject matter. No amendment to or modification of this MSA, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both Parties. If any provision of this MSA should be found to be void or unenforceable, the provision will be stricken or modified, but only to the extent necessary to comply with the law, and the remainder of this MSA will remain in full force and will not be terminated. In the event any terms contained in any documentation or other materials provided by Phenom to Customer conflicts with the terms of this MSA, then the terms of this MSA will prevail and control.

10.7   **Governing Law and Jurisdiction.** The laws of the Commonwealth of Pennsylvania shall govern the interpretation and enforcement of this MSA, and any dispute arising out of or related hereto, without regard to its conflict of laws principles. The Parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Philadelphia, Pennsylvania with respect to any dispute arising out of or relating to this MSA.

10.8   **Waiver.** The failure by either party to enforce any provision of this MSA will not constitute a present or future waiver of such provision nor limit the party's right to enforce such provision at a later time. All waivers must be in writing to be effective.

10.9   **Contract for Services.** The parties intend this MSA to be a contract for the provision of the services and not a contract for the sale of goods. If Customer is located outside of the territory of the United States, the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not govern this MSA or the rights and obligations of the parties under this MSA.

10.10   **Notices.** All notices must be in writing and shall be sent by first class U.S. mail or a nationally known express or overnight courier (such as FedEx, UPS or the U.S. Postal Service). Notices to Phenom shall be sent to Phenom's main address as listed in the preamble herein, and, for each notice, a copy shall also be sent to Phenom's CFO. Notice to Customer may be sent to Customer's address set forth in the MSA. Notices shall be deemed given upon receipt thereof. Without limitation, notices shall be deemed received on the date shown on the return receipt (for any mail delivered on a return-receipt basis) or on the courier's confirmation of delivery.

10.11   **Third-Party System Integrators.** Customer acknowledges and consents to Phenom's utilization of third-party implementation service companies. Phenom is responsible for the completion of the third-party implementation service companies' completion of the implementation services unless Customer contracts directly with the third-party implementation service company.

10.12   **Artificial Intelligence.**
A. Phenom's platform uses **artificial intelligence ("Phenom AI")** capabilities within the Software. Phenom AI is not designed nor intended to completely replace the decision-making process performed by a human for hiring or to make autonomous decisions. The following Phenom AI capabilities are available within the Platform:
    i.   **Search**: Job search for Customer's job seekers on the external or internal career site and search within the CRM module or Employee Relationship Management module, for Customer's talent acquisition and management teams. The search capability cannot be turned off by Customer.
    ii.   **Personalization:** Customer's job seekers on the external or internal career site provide their consent to share their location, skills, years of experience to guide them to the most relevant jobs available. The personalization capabilities can be turned off by Customer.
    iii.   **Conversational:** Chatbot on the external or internal career site. Content for conversational chatbot is controlled and managed by Customer. The conversational capabilities can be turned off by Customer.
    iv.   **Matching/scoring:** The CRM provides a "Fit Score" to Customer's talent acquisition team regarding job seekers' relevance to a particular job, by weighing it to the job seeker's skills, location proximity to the job (if applicable), years of experience, and job title relevance. Phenom Fit Score is not intended to replace human decision-making at any point in the hiring process and does not make autonomous decisions. Fit Score does not use biometric or demographic data. Fit score capability can be turned off by Customer.
    v.   **Generative AI:** Aids talent acquisition or management teams in administrative tasks. The generative AI capabilities can be turned off by Customer.
B. Customer Data and Customer Confidential Information shall not be shared with any other Phenom customer.
C. Phenom may use Customer-provided or Customer-generated aggregated data (that does not include PII) to enhance Customer-specific Phenom AI for Customer.
D. Phenom does not require Customer to share their intellectual property or integrate systems containing such intellectual property. Phenom's models do not learn from Customers' proprietary information PII.

E. Customer consents to Phenom using Customer-provided or Customer-generated, de-identified candidate or applicant data, that does not include PII, for Phenom's annual AI bias audit report completed by an independent auditor (which shall be selected by Phenom). Such annual audit shall enable compliance with AI regulations.

11. ENVIRONMENTS

The following environments shall be hosted in the location as stated in the SaaS Order Form in Exhibit A environments:

- **Staging Environment** - Phenom and Customer will have access. This is where Customer will test and provide sign-off to move to the next and final environment, Production.

- **Production Environment** – Phenom and Customer will have access. This is the Customer's live environment.