Updated Oct 7th 2026

Master Subscription Agreement

THIS AGREEMENT is between:

PARTIES

1) Social Talent Limited, a limited liability company incorporated in the Republic of Ireland (registered no. 491073), whose registered office is at Culture City, 2 Connell Street, Lapp's Quay, Cork City, T12 WF82, Ireland (the "**Supplier**"); and
2) The Customer listed in the signature block of this Agreement ("**Customer**");

each being a "**Party**" and together the "**Parties**".

BACKGROUND

(A) The Supplier has developed certain software applications and platforms which it makes available to subscribers via the internet for the purpose of delivering training and software tools and analysis, including expert knowledge services such as Cara, the Supplier's AI recruiting agent.

(B) Customer wishes to use the Supplier's service in its business operations.

(C) The Supplier has agreed to provide, and Customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this Agreement.

1. DEFINITIONS

1.1 In this Agreement the following words shall have the following meanings:

1.1.1 "**Agreement**" means the terms and conditions in this Master Subscription Agreement and any schedules hereto, any duly executed Order Form and any other documents explicitly incorporated by reference by the written agreement of the Parties;

1.1.2 "**Aggregated Data**" means data submitted to, collected by, or generated by Supplier in connection with Customer's use of the Services, but only in aggregate, de-identified form which is not linked specifically to Customer or any individual Authorised User;

1.1.3 "**AI System**" means an application, tool, model or software which is designed to operate with varying levels of autonomy, and generates outputs such as decisions, content, predictions, recommendations or automated actions and includes but is not limited to machine learning systems, large language models, generative AI platforms and other artificial intelligence systems including tools that produce content such as text, images or videos;

1.1.4 "Applicable AI Regulations" means Regulation (EU) 2024/1689 (the EU AI Act) and any other law, regulation, or binding guidance of similar effect in a jurisdiction where the Services are used, in each case as amended or replaced from time to time;

1.1.5 "**Approved AI Systems**" means each of the AI Systems detailed in the Order Form agreed to in writing by Customer;

1.1.6 "**Authorised Users**" means those interviewee candidates, prospective employees, employees, directors, agents and independent contractors of the Customer who are authorised by the Customer to use the Services;

1.1.7 "**Business Day**" means any day other than a Saturday, Sunday, or public holiday in Ireland, when banks in Dublin are generally open for business;

1.1.8 "Cara" means the Supplier's AI recruiting agent, comprising a versioned library of expert hiring instructions (Skills) served to the Customer's environment via API, an administrator console for customisation, managed integration connectivity to the Customer's connected systems, and, where offered, a conversational interface available within the Customer's Slack or Microsoft Teams environment, but excluding any large language model used to perform the substantive task of a Skill, which is always selected and contracted for by the Customer, and including the Orchestration Model, as further described in the Cara Product Module;

1.1.9 "**Click to Accept**" means an online mechanism whereupon an Authorised User accepts the terms of the Social Talent End User Licence Agreement in exchange for access to the Services;

1.1.10 "**Confidential Information**" means information that is proprietary or confidential to the disclosing Party to the extent that a reasonable person would consider such information as confidential;

1.1.11 "Configuration" means any instruction, permission setting, scoring criterion, or other input the Customer applies to a Skill (as defined in the Cara Product Module), whether directly or through the Customer's administrator users;

1.1.12 "Configuration Guidelines" means the Supplier's published guidance for each Skill describing the permitted range of Configuration and any hard-coded limitation that cannot be overridden by Configuration, as updated from time to time on reasonable notice;

1.1.13 "**Customer**" means any Customer Company that is entitled to use the Services pursuant to an Order Form and in accordance with this Agreement;

1.1.14 "**Customer Content**" means all data and content input by Customer and/or the Authorised Users into the Supplier Platform to facilitate the Customer's use of the Supplier Platform;

1.1.15 "**Customer Company**" means any company forming part of the Customer Group;

1.1.16 "**Customer Group**" means Customer and all companies in which Customer or its successor directly or indirectly from time to time owns or controls more than 50% of the votes;

1.1.17 "**Effective Date**" means the last date set out at the signature block of this Agreement;

1.1.18 "**Fees**" means the fees payable by the Customer to Supplier for use of the Services, as set out in the Order Form;

1.1.19 "**Good Industry Practice**" means all relevant practices and professional standards that would reasonably be expected of a well-managed skilled and experienced expert carrying out obligations similar to the obligations of the Supplier under this Agreement;

1.1.20 **"Instructions for Use"** means the Supplier's published documentation for the use of Cara, titled "Cara Instructions for Use", together with the Configuration Guidelines and the Supported Model List, in each case as updated from time to time on reasonable notice;

1.1.21 **"Intellectual Property Rights"** means any and all intellectual property rights of any nature, whether registered, registerable, unregistered or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how (including trade secrets and Confidential Information) and any other intellectual property rights that subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites, whether presently existing, applied for or in relation to which there is a right to apply for registration, and in each case all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these that may subsist anywhere in the world, in each case whether registered or unregistered and for their full term, together with any future rights and renewals or extensions;

1.1.22 **"Intended Purpose"** means the use for which Cara and each Skill is intended by the Supplier, as described in the Instructions for Use and in the Supplier's published Cara EU AI Act Classification Statement, in each case as updated from time to time on reasonable notice;

1.1.23 "**Licence Allocation**" has the meaning given at clause 4.1;

1.1.24 "**Non-Software Failure**" means any defect, error or fault in the Services which is caused, through no fault of the Supplier and/or its Sub-Processors, by (i) the Services being used other than in accordance with the description or its proper intended purpose; (ii) any modification, variation or reconfiguration of the Services unless the same is performed by or on behalf of the Supplier or with Supplier's consent; (iii) any defect in the hardware, network or device on which the Service is used; (iv) the combination, operation, use or failure of third party or end user proprietary software or networks with which the Service interfaces or is connected;

1.1.25 "**Orchestration Model**" means the AI System or AI Systems operated by or for the Supplier solely to interpret a request made of Cara, select the applicable Skill and tools, and route the request accordingly, and which does not perform the substantive task of any Skill;

1.1.26 "**Order Form**" means the document signed by the Supplier and Customer Company, forming part of this Agreement, which sets out the details for the Services including the Fees and the number of Authorised Users;

1.1.27 "Product Module" means a clause of this Agreement containing terms specific to a particular product or service, which applies only where that product or service is included in an Order Form;

1.1.28 "**Renewal Term**" has the meaning provided at clause 15.1;

1.1.29 "**Services**" or "**Hosted Services**" means the services provided by Supplier under this Agreement including the provision of access to the Supplier Platform and hosting services, training and support for the Supplier Platform and, where included in an Order Form, Cara (as described in the Cara Product Module);

1.1.30 "**Subscription Term**" means the Initial Term together with any subsequent Renewal Terms;

1.1.31 "**Supplier Content**" means all content available as part of Supplier Platform which includes video, audio, text or other materials created by, or for which the commercial rights are owned or licensed by, the Supplier and other documents;

1.1.32 "**Supplier IP**" means all Intellectual Property Rights in the Supplier Content, the Supplier Platform and the Services and any updates or modifications thereto;

1.1.33 "**Supplier Platform**" means the web-based training platform licensed by Supplier to the Customer as part of the Services including the Supplier IP and the Supplier Content;

1.1.34 **"Supported Model List"** means the list of AI Systems on which the Supplier has evaluated and supports the use of the Skills, as published by the Supplier from time to time and updated on reasonable notice; until the Supplier first publishes that list, each Approved AI System is treated as included in it; the Supported Model List also states the Orchestration Model and its provider or providers;

1.1.35 "**User Generated Content**" means comments, feedback, pictures, images, videos, documents, presentations and/or any other content uploaded by the Authorised Users to the Supplier Platform;

1.1.36 "**UGC Terms**" means the Supplier User Generated Content Terms, as may be amended and updated from time to time; and

1.1.37 "**User Licences**" has the meaning given at clause 4.1.

1.2 In this Agreement (except where the context otherwise requires):

1.2.1 use of the singular includes the plural and vice versa;

1.2.2 use of any gender includes the other genders;

1.2.3 any reference to a statute, statutory provision, subordinate legislation, code, or guideline is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation; and

1.2.4 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. PRODUCT MODULES

2.1 Certain products and services are governed by additional product-specific terms set out in a Product Module. Each Product Module applies only where the relevant product or service is included in an Order Form. For any Customer whose Order Forms do not include that product or service, the Product Module has no application and no effect. In the event of conflict between a Product Module and the other terms of this Agreement in respect of the relevant product or service, the Product Module prevails. The Cara Product Module is set out at clause 6 (Cara Product Module).

3. CUSTOMER GROUP

3.1 Customer is entering into this Agreement for itself and on behalf of all Customer Companies, all of whom may allow Authorised Users to access the Services and Supplier Platform pursuant to this Agreement. Customer and all such Customer Companies shall have the benefit of the rights, and become subject to the obligations, of Customer under this Agreement.

3.2 Customer shall administer all aspects of this Agreement on behalf of the other Customer Companies. References in this Agreement to payment obligations being performed by a Customer Company shall in practice be performed by Customer.

4. USER LICENCES

4.1 Supplier hereby grants to the Customer a worldwide, non-exclusive, non-transferable licence to permit the Authorised Users to use the Services during the Subscription Term solely for the Customer's internal business operations and for the number of licences (the "**Licence Allocation**") subscribed for in the Order Form (each a "**User Licence**").

4.2 **Authorised Users.** The Customer undertakes:

4.2.1 that each User Licence may only be used by one Authorised User (subject to the Re-assignment Allowance, as defined below). Customer acknowledges that sharing User Licences will be deemed a material breach of this Agreement which is not capable of remedy;

4.2.2 to use reasonable endeavours to ensure that each Authorised User shall keep a secure password for use of the Supplier Platform and shall keep that password confidential; and

4.2.3 to immediately notify Supplier of any security breach of which the Customer becomes aware. Supplier shall not be responsible for any losses arising out of the unauthorised use of the User Licences.

4.3 If an Authorised User who is an employee of the Customer ceases to be employed by the Customer during the Subscription Term, the Customer may re-assign the relevant User Licence to a new Authorised User. Such re-assignment of User Licences is limited to a cap of 30% of the Licence Allocation per contract year (the "**Re-assignment Allowance**"). For example, if the Licence Allocation is 100 User Licences, then up to 30 User Licences per contract year could be re-assigned in accordance with this clause 4.3.

4.4 **Viruses and Illegal Activity.** The Customer shall not access, store, distribute or transmit any viruses or any material when using the Services that is considered illegal or harmful or facilitates illegal activity.

4.5 **Supplier IP.** The Customer shall not except to the extent expressly permitted under this Agreement:

4.5.1 attempt to modify, duplicate, create derivative works from, or distribute all or any portion of the Supplier Platform (as applicable);

4.5.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Supplier Platform;

4.5.3 access all or any part of the Supplier Platform in order to build a product or service which competes with the Supplier Platform;

4.5.4 use the Supplier Platform to provide services to third parties; or

4.5.5 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Supplier Platform available to any third party except the Authorised Users.

4.6 The Authorised Users may be granted different rights of access to the Supplier Platform as may be further described in the Order Form.

5. SERVICES

5.1 Supplier shall provide the Services to the Customer on and subject to the terms of this Agreement during the Subscription Term.

5.2 Supplier will provide the Customer with support services and training on the use of the Supplier Platform. Supplier shall make the Services available 24 hours a day, seven days a week, except for planned maintenance (carried out during such times which are notified seven (7) days in advance to the Customer) and unscheduled maintenance.

5.3 The Customer and/or its licensors own all Intellectual Property Rights in the Customer Content, and the Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Content. Customer hereby grants Supplier a free, non-exclusive, worldwide right to use, host, store, modify, adapt, transmit and communicate Customer Content for the purposes of operating, providing and supporting, improving or developing the Services. Furthermore, Customer grants Supplier a limited, non-transferable, irrevocable licence to (i) internally use and modify (but not disclose) Customer Content for the purposes of generating Aggregated Data, and (ii) use and make available Aggregated Data for Supplier's business purposes (including without limitation, improving, testing, operating, promoting, and marketing Supplier's products and services).

5.4 Customer Ownership: To the extent permitted by applicable law, all AI-generated outputs derived therefrom (including but not limited to interview questions, transcripts, evaluations, grading visualizations, interview performance reports and other analytics) shall be and remain the sole and exclusive property of the Customer.

5.5 Exportability: During any free pilot term, Supplier makes no commitment, representation, or warranty that the AI generated outputs or Customer Data will be exportable from the Supplier Platform, except where expressly agreed in writing. The Parties agree that practical access to or control over such outputs may be restricted to the functionalities made available within the Platform during the pilot term.

5.6 Use of Outputs: To the extent that any AI generated outputs incorporates, or is derived from templates, models or other proprietary elements of the Service owned by the Supplier, Supplier hereby grants the Customer a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, store, and display the AI-generated outputs solely for its internal business purposes, including hiring and audit processes. This clause applies only to outputs incorporating Supplier's Intellectual Property or templates.

5.7 Customer Feedback: Customer may, from time to time, provide suggestions, comments, or other feedback ("**Feedback**") with respect to any Service. Supplier will have full discretion to determine whether or not to proceed developing any requested enhancement and will have the full right, with no obligation of payment to Customer and no other restriction, to use and otherwise exploit any such Feedback during and after the term hereof. Customer has no obligation to provide Feedback.

6. CARA PRODUCT MODULE

6.1 Application. This Product Module applies only where the Customer's Order Form includes Cara. If the Customer's Order Forms do not include Cara, this Product Module has no application and no effect. In respect of Cara, this Product Module prevails over the other terms of this Agreement to the extent of any conflict.

6.2 The Cara service. Cara comprises: (a) a versioned library of expert hiring instructions, templates and guardrail content ("Skills") served to the Customer's environment via API; (b) an administrator

console through which the Customer's administrator users customise Skills for the Customer's organisation (the "Console"); (c) managed integration connectivity enabling the Customer's environment to retrieve Skills and, where the Customer connects its own systems, enabling Cara to read data from and write data to those systems as described in this Product Module; (d) where offered, a Supplier-operated conversational interface through which Authorised Users interact with Cara within the Customer's Slack or Microsoft Teams environment; and (e) the Orchestration Model. The Skills are provided for drafting, guidance and workflow support in hiring, including support for the screening of applicants, in each case as decision support for the Customer's hiring teams within the Intended Purpose.

6.3 Licence. The Supplier grants the Customer, for the subscription term, a non-exclusive, non-transferable licence to: (a) retrieve, temporarily cache and use the Skills within the Customer's environment; (b) pass the Skills to the Customer's Approved AI Systems; (c) customise the Skills through the Console; (d) make the Skills and outputs generated from them available to Authorised Users through the Customer's internal tools; and (e) generate and use outputs from the Skills, in each case subject to this Product Module.

6.4 Architecture. The Supplier hosts the Cara platform. The Supplier does not provide the large language model that performs the substantive task of any Skill: that inference is performed by AI Systems selected by the Customer under the Customer's own contract with its model provider, each of which the Customer approves for the purposes of the definition of Approved AI Systems. The Supplier operates the Orchestration Model under its own contracts with one or more model providers, each of which is a Sub-Processor listed in accordance with the Data Processing Agreement, and shall not use the Orchestration Model to perform the substantive task of any Skill or to generate outputs for Authorised Users. Requests are handled in two ways. Where the Customer's Approved AI System retrieves Skills via the Cara API, the request contains only the relevant Skill identifier and necessary technical metadata, and end-user prompts and outputs are not transmitted to or accessible by the Supplier via that route. Where Authorised Users interact with Cara through a Supplier-operated conversational interface within the Customer's Slack or Microsoft Teams environment, end-user messages, and any files or transcripts shared in the exchange, are processed by Supplier-operated infrastructure to complete the exchange, are retained in accordance with the Data Processing Agreement, and are not used for any purpose other than providing Cara to the Customer.

6.5 Access and use. The Customer's Authorised Users may use Cara through the Customer's own environment (including Slack and Microsoft Teams) with no limit on the number of such users. The Customer's administrator users may access the Console and shall keep their access credentials secure. For Cara: (a) references in this Agreement to the Supplier Platform are read as references to the Console and the Cara API; (b) the provisions of this Agreement concerning per-user licences, Licence Allocation, licence re-assignment, Click to Accept and the Social Talent End User Licence Agreement do not apply, because end users of Cara interact through the Customer's own environment and the Supplier does not register individual accounts for them or license them individually; and (c) the UGC Terms do not apply. Where the Customer enables single sign-on for the Console, administrator authentication is performed through the Supplier's Sub-Processor WorkOS, and the Customer's identity provider configuration governs access in place of Console credentials.

6.6 Fees. Fees for Cara are calculated on the usage basis set out in the Order Form (for example the Customer's annual hire volume) and not on a per-user licence basis.

6.7 Intellectual property. The Skills, the Console and the Cara API are Supplier IP. Customisation content entered by the Customer's administrator users in the Console ("Customisations") is Customer Content and the Customer's Confidential Information. Notwithstanding any broader rights granted in this

Agreement in respect of Customer Content, the Supplier shall use Customisations solely to provide and support Cara to the Customer, and not to train, improve or develop any generally available product or service. The Use of Outputs provisions of this Agreement apply to outputs generated in the Customer's environment using the Skills, save that the Customer may publish, distribute and use such outputs (for example job descriptions and candidate communications) externally in the ordinary course of its hiring activities, notwithstanding any internal-use limitation elsewhere in this Agreement.

6.8 Customer responsibilities. The Customer is responsible for the AI systems it selects and operates under its own contracts with model providers, including their selection, configuration, operation and compliance with laws applicable to the Customer's use of AI in hiring. As Deployer of Cara, the Customer shall: (a) use Cara in accordance with the Instructions for Use and within the Intended Purpose; (b) assign oversight of Cara to natural persons with the competence, training and authority to exercise it, and ensure that outputs generated using Skills are subject to human review and are not used as the sole basis for any hiring or other employment decision; (c) ensure that data it makes available to Cara from its connected systems is relevant and sufficiently representative for the Intended Purpose; (d) monitor the operation of Cara and inform the Supplier without undue delay of any serious incident, malfunction or risk to health, safety or fundamental rights of which it becomes aware, suspending the affected use where it has reason to consider that such a risk exists; (e) retain any logs of Cara under its control for the period Applicable AI Regulations require; (f) inform candidates, workers and workers' representatives that Cara is used, to the extent Applicable AI Regulations or applicable employment law require; and (g) carry out any assessment Applicable AI Regulations require of it as Deployer.

6.9 Supplier as Provider. The Supplier shall comply with the obligations that apply to it as Provider of Cara under Applicable AI Regulations from the date on which each such obligation applies, and shall: (a) make the Instructions for Use available to the Customer and keep them current; (b) provide the Customer, on reasonable request, with the information reasonably required to meet the Customer's obligations as Deployer, including for any data protection or fundamental rights impact assessment; (c) design Cara so that Authorised Users are informed that they are interacting with an AI system; and (d) maintain within Cara the event logging Applicable AI Regulations require of it. Nothing in this clause makes the Supplier responsible for any obligation attaching to the Customer as Deployer or to the provider of any Approved AI System.

6.10 Data. Where fulfilling an Authorised User's request requires Cara to retrieve data from, or write data to, the Customer's connected systems (for example an applicant tracking system), that data, which may include candidate or applicant personal data, is processed by the Supplier's infrastructure and integration connectivity to complete the requested action and, to the extent contained in conversational content or workflow data, is retained in accordance with the Data Processing Agreement. Any write to the Customer's connected systems is performed at the Customer's instruction and never on the Supplier's own initiative. The Supplier does not use candidate or applicant personal data for any purpose other than fulfilling the specific request in which it was retrieved, and does not use it to train, improve or develop any product or service for other customers. The Customer shall not submit, and shall instruct its administrator users not to submit, candidate or applicant personal data, or special categories of personal data, to the Console or the Skills repository; if such data is nonetheless submitted, it is processed only to the extent necessary to identify, quarantine and delete it, and the Supplier shall notify the Customer. The Processing of personal data in connection with Cara is described in the Cara Module of the Data Processing Agreement at Schedule 1, including Annex 1, Part B. The Cara platform is hosted in the European Union: AWS Dublin (eu-west-1), with backups in Frankfurt (eu-central-1).

6.11 Third-party AI systems. Save in respect of the Orchestration Model, the provisions of this Agreement concerning AI functionality and third-party large language models operated by or for the Supplier do not apply to Cara. In respect of the Orchestration Model the Supplier shall: (a) engage each model provider it uses for the Orchestration Model as a Sub-Processor in accordance with the Data Processing Agreement; (b) not permit Customer Content or candidate or applicant personal data to be used to train, improve or develop any model; and (c) state the Orchestration Model and its provider or providers on the Supported Model List. The Supplier makes no representations or warranties in respect of the AI systems the Customer selects and operates, and is not responsible for their operation, accuracy, availability or performance.

6.12 Configuration and Configuration Guidelines. The Customer may adjust each Skill through Configuration. The Supplier will make the Configuration Guidelines available for each Skill, will implement the hard-coded limitations they describe as technical controls within the Service and not merely as contractual commitments, will give the Customer reasonable advance notice of any material change to them, and will provide the Customer, on reasonable request, with its then-current standard documentation describing the Configuration options available for a Skill and their effect on risk classification, to support the Customer's own regulatory and privacy review. The Configuration Guidelines describe the changes to Cara that the Supplier has pre-determined and assessed for the purposes of Applicable AI Regulations; Configuration within them is within the Intended Purpose and does not constitute a substantial modification of Cara. The Configuration Guidelines do not permit Configuration that disables Cara's identification of itself as an AI system or the labelling of its outputs as AI-generated.

6.13 Configuration covenant. The Customer shall configure each Skill only within the Configuration Guidelines then in effect, and shall not attempt to circumvent, disable, or reverse-engineer any hard-coded limitation described in them. As between the parties, the Customer is solely responsible for (a) determining the Configuration appropriate to its own recruitment processes, jurisdictions, and legal obligations, and (b) any consequence of a Configuration that departs from, or is not addressed by, the Configuration Guidelines.

6.14 Allocation of Provider and Deployer responsibility. In this clause, "Provider" and "Deployer" have the meanings given to those terms (or their closest local-law equivalent) under Applicable AI Regulations. As between the parties, and without prejudice to how any regulator or court may characterise either party: the Supplier is the Provider of Cara and of each Skill as used within the applicable Configuration Guidelines and retains the obligations attaching to that role for Skills so used. Where the Customer's Configuration or use of a Skill (a) departs from the Configuration Guidelines; (b) constitutes a substantial modification of Cara within the meaning of Article 25 of Regulation (EU) 2024/1689 (or its closest local-law equivalent); (c) causes Cara or a Skill to be used for a purpose falling within a category of high-risk AI system under Applicable AI Regulations other than the category within which the Supplier has classified Cara in its published documentation; or (d) runs the Skills on AI Systems outside the Supported Model List or uses Cara outside the Intended Purpose, then, to that extent and for so long as that Configuration or use remains in effect, the Customer shall be treated between the parties as the Provider of Cara or the Skill as so configured or used, and assumes the obligations, registrations, assessments, and liabilities attaching to that role. Where the Customer is so treated as Provider, the Supplier shall provide the cooperation and information Applicable AI Regulations require of the initial provider, at the Customer's reasonable cost.

6.15 Configuration indemnity. The Customer shall defend, indemnify, and hold harmless the Supplier and its officers, employees, and agents from and against any and all claims, damages, liabilities, fines, penalties, costs, and expenses (including reasonable legal fees) arising out of or relating to: (a) any

Configuration that departs from the Configuration Guidelines; (b) any attempt to circumvent, disable, or reverse-engineer a hard-coded limitation described in the Configuration Guidelines; or (c) any Configuration that is itself unlawful or infringes the rights of a third party. This indemnity does not apply to the extent a claim arises from the failure of a hard-coded limitation described in the Configuration Guidelines to operate as the Supplier has described it, which remains the Supplier's responsibility. The Supplier shall give the Customer prompt notice of any claim for which it seeks indemnification under this clause; the Customer shall have control of the defence and settlement of the claim, provided it shall not settle any claim in a manner that admits fault by, or imposes any obligation on, the Supplier without the Supplier's prior written consent; and the Supplier shall provide reasonable cooperation in the defence at the Customer's expense. Notwithstanding clause 14 (Limitation of Liability) or any other provision of this Agreement, this indemnity is not subject to any limitation or cap on liability.

6.16 Survival. Clauses 6.7 (Intellectual property), 6.10 (Data) and 6.12 to 6.15 survive termination or expiry of this Agreement.

7. THIRD PARTY PROVIDERS

7.1 The Customer acknowledges that as part of using the Services, the Supplier may reference third-party websites. The Customer accesses these websites at its own risk. Supplier makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party websites. Supplier has no control over third-party websites that are referenced within the Supplier Platform.

8. SUPPLIER'S OBLIGATIONS

8.1 Supplier warrants and represents that it has all necessary rights and authority to enter into this Agreement and, where relevant, Supplier has the right and authority to legally bind any entity or organization to the terms and obligations of this Agreement.

8.2 Supplier undertakes that the Services will conform to the description specified in each duly executed Order Form and to provide the Services with reasonable skill and care.

8.3 Supplier shall perform all Services in accordance with:

8.3.1 Good Industry Practice; and

8.3.2 the terms of the Data Processing Agreement in Schedule 1 (*SocialTalent Data Processing Agreement*);

8.4 If the Services do not conform to the description in the Order Form, the Supplier will, at its expense, use all reasonable endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any non-conformance of the Services with their description.

8.5 Notwithstanding the foregoing:

8.5.1 Supplier does not warrant that the Customer's use of the Services will be uninterrupted or error-free; nor that the Supplier Platform, the Services, the Supplier Content, and/or the information obtained by the Customer through the Services will meet the Customer's requirements;

8.5.2 Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from a fault in any communications network or facility outside the Supplier's control, including the internet;

8.5.3 Supplier is not responsible for any non-conformance or liable for any claims resulting from any Non-Software Failure; and

8.5.4 use of the Services requires compatible devices, internet access and certain software including periodic updates. Performance may be affected if these are not available. High-speed internet access is strongly recommended for regular use and is required for video. The latest version of required software is recommended to access the Services and may be required to download certain features available on the Supplier Platform.

8.6 Supplier reserves the right to modify the Services at any time, including refining functionality, and Supplier will make available to the Customer all improvements from time to time made available by it to other customers provided that such modifications shall not result in a material reduction or alteration in the functionality of the Services.

8.7 The Services are (except as expressly provided in this Agreement) provided "as is" and "as available". All warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement. Supplier is appointed under this Agreement as the non-exclusive provider of the Services.

9. CUSTOMER'S OBLIGATIONS

9.1 The Customer warrants and represents that it has all necessary rights and authority to enter into this Agreement and, where relevant, that Customer has the right and authority to legally bind any entity or organization to the terms and obligations of this Agreement.

9.2 The Customer warrants that it shall:

9.2.1 Be solely responsible for: (a) the accuracy, quality, integrity, reliability, and legality of Customer Content, the means by which it acquires and uses such Customer Content (including, without limitation, copyright, privacy and data protection), and has obtained all rights in the Customer Content necessary to permit Supplier's compliance with its obligations under this Agreement; (b) complying with all applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with its use of the Service, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data from locations other than the location from which Supplier controls and operates the Services; and (c) any acquisition, implementation, support, or maintenance of third-party products or services purchased by Customer that may interoperate with the Services;

9.2.2 Be solely responsible for procuring and maintaining its systems, network connections and telecommunications links to access the Supplier Platform, and;

9.2.3 Obtain and maintain any and all necessary consents, permissions and licences necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services including any consent required from Authorised Users.

9.3 Customer may create, post, upload, link to, display, communicate or transmit User Generated Content while or through using the Services. Customer shall ensure that the Authorised Users use the Supplier

Platform in accordance with the terms and conditions of this Agreement and the UGC Terms and shall be responsible and liable for any Authorised User's breach of this Agreement or the UGC Terms. Customer: (a) is solely responsible for the content of, and for any harm resulting from, any User Generated Content, regardless of the form of such User Generated Content; (b) will only submit User Generated Content for which it has sufficient rights to post; and (c) will comply fully with any third-party licences relating to User Generated Content. Supplier is not responsible for any public display or misuse of User Generated Content by Customer or Users. Supplier does not pre-screen User Generated Content, but it has the right (though not the obligation) to refuse or remove any User Generated Content that, in its sole discretion, violates any Supplier's terms and policies.

9.4 Customer shall ensure Authorised Users interact with Supplier's AI powered functionality in a lawful manner and avoid inappropriate or abusive queries. "**AI Powered Functionality**" means the Supplier's prompt engineering which enables interaction between the underlying AI system and the Supplier Platform.

9.5 Customer acknowledges and agrees that (a) the AI Powered Functionality is not intended to automatically make employment-related decisions, (b) Customer is solely responsible for its own employment decisions, (c) Customer will train its Authorised Users to not share Customer company confidential, proprietary or sensitive information or any personally identifiable or sensitive information and (d) Customer will train Users on the risks of AI over-reliance.

9.6 Artificial Intelligence generated outputs may not always be accurate, Customer should not rely on it as a sole source of information, Customer must evaluate such information for accuracy and appropriateness in each use case, including using human review as appropriate.

9.7 **AI Functionality and Third-Party Dependencies.** The Customer acknowledges and agrees that the AI-Powered Functionalities of the Platform and Services rely on large language models and other technologies provided by third-party service providers ("**Third-Party LLMs**"). The Supplier does not control the operation, accuracy, availability, or performance of such Third-Party LLMs and makes no representations or warranties with respect to them. The Supplier may, at its discretion and without prior notice, replace, modify, or change the third-party sub-processors or LLM providers used to deliver the AI-Powered Functionalities, provided that any such change is made in compliance with applicable data protection laws and the Supplier's obligations under this Agreement.

10. CHARGES AND PAYMENT

10.1 As consideration for receipt of the Services, the Customer shall pay the Fees to Supplier for the Initial Term and any Renewal Term. By signing an Order Form the Customer is accepting an irrevocable purchase commitment for the Initial Term and any Renewal Term. For the avoidance of doubt the Services shall only renew after the initial term through the execution of a new Order Form.

10.2 On the expiry of the Initial Term or any Renewal Term, the Supplier shall, at its sole discretion, include a minimum increase in the Fees payable by the Customer in respect of any Renewal Term. The increase shall be chargeable on the 1 January following the most recently expired Initial Term or Renewal Term, at a minimum increase rate in accordance with the MSCI Europe Information Technology Index rate at the then given time. The Supplier shall not increase prices earlier than one year from the anniversary date of the most recent previous price adjustment.

10.3 The Fees are payable annually in advance unless otherwise agreed between the Parties within the relevant service Order Form. The Customer shall provide to Supplier valid, up-to-date and complete bank account information or purchase order information acceptable to Supplier and any other relevant valid, up-to-date and complete contact and billing details.

10.4 The Customer agrees to pay each invoice within thirty (30) days of receipt or, if different, within the agreed period set out in the Order Form.

10.5 If the Supplier has not received payment pursuant to this Agreement:

10.5.1 Supplier may, without liability to the Customer, disable the Customer's account and access to all or part of the Supplier Platform. Supplier shall be under no obligation to provide any or all of the Services while invoice(s) remain unpaid; and

10.5.2 Supplier may charge interest at an annual rate equal to three percent (3%) over the then current base lending rate of the European Central Bank at the date the relevant invoice was issued.

10.6 All Fees stated or referred to in this Agreement:

10.6.1 shall be payable in EUR;

10.6.2 are non-cancellable and non-refundable for the Subscription Term. The Customer shall have no right of refund or pro-rata refund for any Fees paid in advance under this Agreement for the relevant Initial Term or Renewal Term; and

10.6.3 are exclusive of applicable value-added, sales, use, excise, customs duties or other similar taxes ("**Taxes**"), relating to the sale, purchase, transfer of ownership, delivery, installation, license or provision of the Services under the Agreement. The Customer shall be responsible for the Taxes. Taxes do not include any payroll, unemployment, franchise, corporate, partnership, succession, transfer, profits income or income-based taxes imposed on Supplier. If Supplier has a legal obligation to pay or collect Taxes for which Customer is responsible, Customer will notify Supplier of such Taxes and State requirements and exemptions, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Supplier with a valid tax exemption certificate authorised by the appropriate taxing authority.

11. CONFIDENTIALITY

11.1 Each Party may be given access to the Confidential Information of the other Party in order to perform its obligations under this Agreement. A Party's Confidential Information shall not be deemed to include information that:

11.1.1 is or becomes publicly known other than through any act or omission of the receiving Party;

11.1.2 was in the other Party's lawful possession before the disclosure;

11.1.3 is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or

11.1.4 is independently developed by the receiving Party, which independent development can be shown by written evidence.

11.2 Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

11.3 The Customer acknowledges that Supplier IP is the Confidential Information of Supplier. The Customer acknowledges and agrees that Supplier and/or its licensors own all Intellectual Property

Rights in the Supplier IP. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, the Supplier IP.

11.4 Supplier acknowledges that Customer Content is the Confidential Information of Customer. The Customer acknowledges and agrees that Customer and/or its licensors own all Intellectual Property Rights in the Customer Content and all right, title and interest in and to all Intellectual Property Rights owned or licensed by Customer outside of this Agreement (including, for the avoidance of doubt, any Intellectual Property Rights in Customer data) shall remain the sole and exclusive property of Customer.

11.5 Each Party agrees that the other may, subject to the prior written consent of the other, publicise the existence of this working relationship as a statement of fact. Such publicity may include use of the other Party's logo, posting on the Party's website/social media and inclusion in marketing materials. Each Party agrees to strictly comply with all applicable brand use guidelines provided by the other Party.

12. PERSONAL DATA

12.1 The Parties shall comply with the provisions of the data processing agreement attached hereto at Schedule 1 (*SocialTalent Data Processing Agreement*).

13. INDEMNITY

13.1 Subject to clause 14, Supplier shall defend the Customer against any third-party claims that the Supplier IP infringes any copyright, trademark or database Rights and shall indemnify the Customer and any member of the Customer Group for any amounts awarded against the Customer and any member of the Customer Group, provided that:

13.1.1 Supplier is given prompt notice of any such claim;

13.1.2 the Customer or any member of the Customer Group provides reasonable co-operation to Supplier in the defence and settlement of such claim, at Supplier's expense; and

13.1.3 Supplier is given sole authority to defend or settle the claim.

13.2 In the defence or settlement of any claim, Supplier may procure the right for the Customer to continue using the Supplier IP, replace or modify the Supplier IP so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement on ten (10) days' notice to the Customer without any additional liability to the Customer as a result of such early termination.

13.3 In no event shall Supplier, its employees, agents, and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

13.3.1 an unauthorised modification of the Supplier IP by anyone other than Supplier;

13.3.2 the Customer's use of the Services in a manner contrary to the instructions given to the Customer by Supplier or in breach of the terms of this Agreement;

13.3.3 the Customer's use of the Services after notice of the alleged or actual infringement from Supplier or any appropriate authority; or

13.3.4 any Non-Software Failure that could have been reasonably prevented or mitigated by Customer.

13.4 The foregoing states the Customer's sole and exclusive rights and remedies, and Supplier's (including Supplier's employees', agents', and sub-contractors') entire obligations and liability, for infringement of any Intellectual Property Rights.

13.5 Customer shall defend the Supplier against any third-party claims that the Customer Content infringes any copyright and/or trademark right and shall indemnify the Supplier for any amounts awarded against the Supplier in judgement or settlement of such claims (including but not limited to regulatory fines), provided that:

13.5.1 Customer is given prompt notice of any such claim;

13.5.2 the Supplier provides reasonable co-operation to Customer in the defence and settlement of such claim, at Customer's expense; and

13.5.3 Customer is given sole authority to defend or settle the claim.

14. LIMITATION OF LIABILITY

14.1 This clause 14 sets out the entire financial liability of each Party (including any liability for the acts or omissions of its employees, contributing experts, agents, and sub-contractors) to the other.

14.2 Nothing in this Agreement limits or excludes the liability of a Party for death or personal injury caused by that Party's negligence or for fraud or fraudulent misrepresentation or wilful misconduct.

14.3 Subject to clauses 14.2 and 14.4:

14.3.1 Neither Party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect, or consequential loss, costs, damages, charges or expenses however arising under this Agreement (in each case whether reasonably foreseeable or not); and

14.3.2 Each Party's total aggregate liability in contract (including indemnity), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid or payable by the Customer during the twelve (12) months immediately preceding the date on which the claim arose.

14.4 The limits of liability in clause 14.3.2 above do not apply to the Parties' indemnity obligations under clause 13 (Indemnity) or to the Customer's Configuration indemnity in the Cara Product Module. Each Party's liability under clause 13 shall be limited to one million Euro; the Customer's Configuration indemnity in the Cara Product Module is not subject to any cap.

14.5 Any claim under this Agreement must be made within one (1) year of the incident which gives rise to the claim occurring.

15. TERM AND TERMINATION

15.1 This Agreement shall, unless otherwise terminated as provided in this clause 15, commence on the Effective Date and shall continue in force for the period stated in the applicable Order Form (the **Initial Term**). This Agreement shall not automatically renew. Any renewal of the Services following expiry of the **Initial Term** shall take effect only upon the Parties executing a new or renewal Order Form (each a **Renewal Term**, and together with the **Initial Term**, the **Subscription Term**).

15.2 Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate this Agreement immediately and without liability to the other if:

15.2.1 the other Party is in material or persistent breach of any of its obligations under this Agreement and either that breach is incapable of remedy (as determined at the sole discretion of the non-breaching Party), or the other Party has failed to remedy that breach within twenty (20) Business Days after receiving written notice requiring it to remedy that breach. Any breach of the licensing provisions of this Agreement shall be deemed a breach incapable of remedy; or

15.2.2 the other Party is unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction.

15.3 On termination of this Agreement for any reason:

15.3.1 the User Licences granted under this Agreement shall immediately terminate;

15.3.2 each Party shall make no further use of any Confidential Information (and all copies of them) belonging to the other Party; and

15.3.3 Customer shall have thirty (30) days to export the Customer Content from the Supplier Platform. Following this period, Supplier may delete all Customer Content in its possession.

15.4 Any expiry or termination of this Agreement will not affect any accrued rights or liabilities of either Party up to and including the date of such expiry or termination nor will it affect the coming into force or continuation in force of any other clauses and provisions of this Agreement which are expressly or by implication intended to come into force or continue in force on or after such termination.

15.5 Clauses 5 (Services), 11 (Confidentiality), 13 (Indemnity), 14 (Limitation of Liability), this clause 15, 16 (Force Majeure) and 17 (General Provisions) shall survive any expiry or termination of this Agreement.

16. FORCE MAJEURE

16.1 A Party shall have no liability to the other under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by strikes, lock-outs or other industrial disputes (whether involving the workforce of the Party or any other third party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors ("**Force Majeure Event**").

17. GENERAL PROVISIONS

17.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force.

17.2 This Agreement, and any documents referred to in it (including any Order Form), constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Terms contained in any additional terms, purchase order or acknowledgement originating from either Party will be of no effect, even if such terms include a condition that such additional terms apply to any payment made by the Customer or otherwise.

17.3 No amendments, alteration, or modification of this Agreement shall be binding unless in writing and signed by both Parties in order to be effectively incorporated. Except as otherwise expressly set forth in this Agreement, no remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available at law, in equity or otherwise.

17.4 Each of the Parties acknowledge and agree that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether Party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

17.5 The relationship of the Parties under this Agreement is that of independent contractors. No partnership or agency is created by the signing or performance of this Agreement.

17.6 Nothing in this Agreement, express or implied, is intended or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

17.7 This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one and the same Agreement.

17.8 Neither Party shall, without the prior written consent of the other Party, assign, transfer, sublicense, mortgage, charge, sub-contract, or otherwise dispose of or deal in any other manner with all or any of its rights or obligations, in whole or in part, under this Agreement.

17.9 Any notice to be given under this Agreement will be in writing and addressed to the Party at the address stated in the Order Form. Notices will be deemed given and effective:

17.9.1 if personally delivered by hand, upon delivery;

17.9.2 if sent by courier, two working days after despatch;

17.9.3 if sent by an overnight service with tracking capabilities, upon receipt;

17.9.4 if sent by electronic mail, at such time as the Party which sent the notice receives confirmation of receipt by the applicable method of transmittal; or

17.9.5 if sent by certified or registered mail, within five days of deposit in the mail.

17.10 Authorised Users' access to the Supplier Platform may be subject to a Click to Accept, End User Licence Agreement ("**EULA**"). If there is any conflict or inconsistency between the terms of an Order Form, this Agreement, the EULA and the UGC Terms, any such conflict or inconsistency will be

resolved by giving precedence as follows: (a) first to the Data Processing Agreement at Schedule 1, in respect of the Processing of Personal Data; (b) second to the relevant Order Form; (c) third to the relevant Product Module; (d) fourth to this Agreement; (e) fifth to the EULA (if any); and (f) sixth to the UGC Terms

17.11 Supplier Services and Supplier Content is provided in the English language only by default. Translation services via revoicing and/or subtitles may be agreed in an Order Form at an additional cost.

17.12 Each Party is in compliance and will remain in compliance with all applicable local, state and federal laws, statutes, codes, ordinances, orders, rules and regulations related to this Agreement and the Services (including but not limited to all applicable health, safety, and environmental laws) for the duration of this Agreement. Each Party further agrees, represents and warrants as follows:

17.13 Each Party will comply with all applicable anti-bribery regulations during its performance of and in connection with this Agreement. It is the intent of the Parties that no payments or transfers of value by either Party to this Agreement will have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in, extortion, kickbacks, or other unlawful or improper means of obtaining business. Each Party hereby represents, warrants, and covenants that it will use reasonable endeavours to its and its owners, officers, directors, employees, agents, representatives, and subcontractors are aware of the provisions of the United States Foreign Corrupt Practices Act ("**FCPA**"), 15 U.S.C. §§78dd-1, et seq., as amended regarding, among other things, payments to government officials, and that they will perform under this Agreement and provide the Services in compliance with the FCPA and all applicable international, federal, state and local laws, including but not limited to all applicable bribery and corruption laws. Supplier reserves the right to terminate any Order Form or this Agreement immediately if Supplier reasonably determines that the Customer, is not in compliance with this clause:

17.14 Each Party will comply with all applicable wage and hour, anti-slavery and human trafficking laws, statutes, regulations and codes and will not engage in any activity, practice or conduct related to human trafficking or use child or forced labour in providing or receiving the Services. Supplier reserves the right to terminate any Order Form or this Agreement immediately if Supplier reasonably determines that the Customer is not in compliance with this clause or that its suppliers, subcontractors or other participants in its supply chain use slavery or child or forced labor or engage in human trafficking activities.

17.15 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

17.16 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with laws of the Republic of Ireland.

17.17 The Parties irrevocably agree that in relation to any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) the courts of the Republic of Ireland shall have exclusive jurisdiction.

Updated Oct 7th 2026

IN WITNESS the Parties or their duly authorised representatives have executed this Agreement:	
Social Talent Limited	***Customer:***
Signature:	**Signature:**
Print Name:	**Print Name:**
Job Title:	**Job Title:**
Date:	**Date:**

SocialTalent Data Processing Agreement

This SocialTalent Data Processing Agreement and its Annexes ("**DPA**") reflects the Parties' agreement with respect to the Processing of Personal Data by us on behalf of you the Customer, in connection with:

a) the SocialTalent Subscription Agreement; or
b) the Social Talent End User Licence Agreement,

(either of which is referred to as the "**Agreement**").

This DPA is supplemental to, and forms an integral part of, the Agreement and is effective upon its incorporation into the Agreement, which may be specified in the Agreement, an Order Form or an executed amendment to the Agreement. In case of any conflict or inconsistency with the terms of this DPA and the Agreement, this DPA will take precedence over the terms of the Agreement to the extent of such conflict or inconsistency.

The term of this DPA will follow the term of the Agreement. Terms not otherwise defined in this DPA will have the meaning as set forth in the Agreement.

This DPA covers all SocialTalent Services under one document. The section titled 'Cara Module' and Annex 1, Part B apply only to Customers whose Order Form includes Cara (the SocialTalent AI recruiting agent). For any Customer whose Order Form does not include Cara, that section and that Part have no application and no effect.

1. Definitions

"**California Personal Information**" means Personal Data that is subject to the protection of the CCPA.

"**CCPA**" means California Civil Code Sec. 1798.100 et seq. (also known as the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 or "CPRA").

"**Consumer**", "**Business**", "**Sell**", "**Service Provider**", and "**Share**" will have the meanings given to them in the CCPA.

"**Controller**" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

"**Data Privacy Framework**" means the EU-U.S. Data Privacy Framework, the Swiss-U.S. Data Privacy Framework and the UK Extension to the EU-U.S. Data Privacy Framework self-certification programs (as applicable) operated by the U.S. Department of Commerce; as may be amended, superseded or replaced.

"**Data Privacy Framework Principles**" means the Principles and Supplemental Principles contained in the relevant Data Privacy Framework; as may be amended, superseded or replaced.

"**Data Protection Laws**" means all applicable worldwide legislation relating to data protection and privacy which applies to the respective Party in the role of Processing Personal Data in question under the Agreement, including without limitation European Data Protection Laws, the CCPA and other applicable U.S. federal and state privacy laws, and the data protection and privacy laws of Australia, Singapore, and Japan, in each case as amended, repealed, consolidated or replaced from time to time;

"**Data Subject**" means the individual to whom Personal Data relates.

"**Europe**" means the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom.

"**European Data**" means Personal Data that is subject to the protection of European Data Protection Laws.

"**European Data Protection Laws**" means data protection laws applicable in Europe, including: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) ("**GDPR**"); (ii) Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; and (iii) applicable national implementations of (i) and (ii) in the European Economic Area; or (iii) GDPR as it forms parts of the United Kingdom domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 ("**UK GDPR**"), the Data Protection Act 2018, and the and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and (iv) Swiss Federal Data Protection Act and its Ordinance ("**Swiss DPA**"); in each case, as may be amended, superseded or replaced.

"**Instructions**" means the written, documented instructions issued by a Controller to a Processor, and directing the same to perform a specific or general action with regard to Personal Data (including, but not limited to, depersonalizing, blocking, deletion, making available).

"**Permitted Affiliates**" means any member of the Customer Group that (i) is permitted to use the Services pursuant to the Agreement but has not signed their own separate agreement with us, (ii) qualify as a Controller of Personal Data Processed by us, and (iii) are subject to European Data Protection Laws.

"**Personal Data**" means any information relating to an identified or identifiable individual where (i) such information is contained within Customer Data; and (ii) is protected similarly as personal data, personal information, or personally identifiable information under applicable Data Protection Laws.

"**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed by us and/or our Sub-Processors in connection with the provision of the Services. "Personal Data Breach" will not include unsuccessful attempts or activities that do not compromise the security of Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

"**Processing**" means any operation or set of operations which is performed on Personal Data, encompassing the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction or erasure of Personal Data. The terms "**Process**", "**Processes**" and "**Processed**" will be construed accordingly.

"**Processor**" means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.

"**Security Measures**" has the meaning given in Section 3.c of this DPA.

"**Standard Contractual Clauses**" means the standard contractual clauses annexed to the European Commission's Decision (EU) 2021/914 of 4 June 2021 currently found at https://eur-lex.europa.eu/eli/dec_impl/2021/914, as may be amended, superseded or replaced.

"**Sub-Processor**" means any Processor engaged by us or our Affiliates to assist in fulfilling our obligations with respect to the provision of the Services under the Agreement. Sub-Processors may include third Parties or our Affiliates but will exclude any SocialTalent employee or consultant.

"**UK Addendum**" means the International Data Transfer Addendum issued by the UK Information Commissioner under section 119A(1) of the Data Protection Act 2018 currently found at https://ico.org.uk/media2/migrated/4019539/international-data-transfer-addendum.pdf, as may be amended, superseded, or replaced.

2. Customer Responsibilities

a. Compliance with Laws. Within the scope of the Agreement and in your use of the services, you will be responsible for complying with all requirements that apply to you under applicable Data Protection Laws with respect to your Processing of Personal Data and the Instructions you issue to us.

In particular but without prejudice to the generality of the foregoing, you acknowledge and agree that you will be solely responsible for:

i. the accuracy, quality, and legality of Customer Data and the means by which you acquired Personal Data;
ii. complying with all necessary transparency and lawfulness requirements under applicable Data Protection Laws for the collection and use of the Personal Data, including obtaining any necessary consents and authorizations (particularly for use by Customer for marketing purposes);
iii. ensuring you have the right to transfer, or provide access to, the Personal Data to us for Processing in accordance with the terms of the Agreement (including this DPA);
iv. ensuring that your Instructions to us regarding the Processing of Personal Data comply with applicable laws, including Data Protection Laws; and
v. complying with all laws (including Data Protection Laws) applicable to any emails or other content created, sent or managed through the Services, including those relating to obtaining consents (where required) to send emails, the content of the emails and its email deployment practices.

You will inform us without undue delay if you are not able to comply with your responsibilities under this 'Compliance with Laws' section or applicable Data Protection Laws.

b. Controller Instructions. The Parties agree that the Agreement (including this DPA), together with your use of the Subscription Service in accordance with the Agreement, constitute your complete Instructions to us in relation to the Processing of Personal Data, so long as you may provide additional instructions during the subscription term that are consistent with the Agreement, the nature and lawful use of the Subscription Service.

c. Security. You are responsible for independently determining whether the data security provided for in the Subscription Service adequately meets your obligations under applicable Data Protection Laws. You are also responsible for your secure use of the Subscription Service, including protecting the security of Personal Data in transit to and from the Service (including to securely backup or encrypt any such Personal Data).

3. SocialTalent Obligations

a. Compliance with Instructions. We will only Process Personal Data for the purposes described in this DPA or as otherwise agreed within the scope of your lawful Instructions, except where and to the extent otherwise required by applicable law.

b. Conflict of Laws. If we become aware that we cannot Process Personal Data in accordance with your Instructions due to a legal requirement under any applicable law, we will:

i. promptly notify you of that legal requirement to the extent permitted by the applicable law; and

ii. where necessary, cease all Processing (other than merely storing and maintaining the security of the affected Personal Data) until such time as you issue new Instructions with which we are able to comply. If this provision is invoked, we will not be liable to you under the Agreement for any failure to perform the applicable Services until such time as you issue new lawful Instructions with regard to the Processing.

c. Security. We will implement and maintain appropriate technical and organizational measures to protect Personal Data from Personal Data Breaches, as described under Annex 2 to this DPA and in Schedule 3 (*Information Security Principles*) ("**Security Measures**"). Notwithstanding any provision to the contrary, we may modify or update the Security Measures at our discretion provided that such modification or update does not result in a material degradation in the protection offered by the Security Measures.

d. Confidentiality. We will ensure that any personnel whom we authorize to Process Personal Data on our behalf is subject to appropriate confidentiality obligations (whether a contractual or statutory duty) with respect to that Personal Data.

e. Personal Data Breaches. We will notify you without undue delay after we become aware of any Personal Data Breach and will provide timely information relating to the Personal Data Breach as it becomes known or reasonably requested by you. At your request, we will promptly provide you with such reasonable assistance as necessary to enable you to notify relevant Personal Data Breaches to competent authorities and/or affected Data Subjects, if you are required to do so under Data Protection Laws.

f. Deletion or Return of Personal Data. We will delete or return all Customer Data, including Personal Data (including copies thereof) Processed pursuant to this DPA, on termination or expiration of the Agreement. This term will apply except where we are required by applicable law to retain some or all of the Customer Data, or where we have archived Customer Data on back-up systems, which data we will securely isolate and protect from any further Processing and delete in accordance with our deletion practices.

4. Data Subject Requests

The Subscription Service provides you with a number of controls that you can use to retrieve, correct, or delete Personal Data, which you can use to assist it in connection with its obligations under Data Protection Laws, including your obligations relating to responding to requests from Data Subjects to exercise their rights under applicable Data Protection Laws ("**Data Subject Requests**").

To the extent that you are unable to independently address a Data Subject Request through the Subscription Service, then upon your written request we will provide reasonable assistance to you to respond to any Data Subject Requests or requests from data protection authorities relating to the Processing of Personal Data under the Agreement. You will reimburse us for the commercially reasonable costs arising from this assistance.

If a Data Subject Request or other communication regarding the Processing of Personal Data under the Agreement is made directly to us, we will promptly inform you and will advise the Data Subject to submit their request to you. You will be solely responsible for responding substantively to any such Data Subject Requests or communications involving Personal Data.

5. Sub-Processors

You agree we may engage Sub-Processors to Process Personal Data on your behalf, and we do so in two ways. First, we may engage Sub-Processors to assist us with hosting and infrastructure. Second, we may engage with Sub-Processors to support product features and integrations.

An up-to-date list of the Sub-Processors we have appointed, together with the purpose for which each is engaged, is available at https://trust.socialtalent.com, which we will keep current as our Sub-Processors change from time to time.

6. Data Transfers

See Section 8.e below.

7. Demonstration of Compliance

We will make all information reasonably necessary to demonstrate compliance with this DPA available to you and allow for and contribute to audits, including inspections conducted by you or your auditor in order to assess compliance with this DPA, where required by applicable law. You acknowledge that the Subscription Service is hosted by our hosting Sub-Processors who maintain independently validated security programs (including SOC 2 and ISO 27001) and that our systems are audited annually as part of ISO 27001 compliance. Upon request, we will supply (on a confidential basis) our ISO 27001 report so that you can verify our compliance with this DPA. Further, at your written request, we will provide written responses (on a confidential basis) to all reasonable requests for information made by you necessary to confirm our compliance with this DPA, provided that you will not exercise this right more than once per calendar year unless you have reasonable grounds to suspect non-compliance with the DPA.

8. Additional Provisions for European Data

a. Scope. This 'Additional Provisions for European Data' section will apply only with respect to European Data.

b. Roles of the Parties. When Processing European Data in accordance with your Instructions, the Parties acknowledge and agree that you are acting as the Controller of European Data (either as the Controller, or as a Processor on behalf of another Controller) and we are the Processor under the Agreement.

c. Instructions. If we believe that your Instruction infringes European Data Protection Laws (where applicable), we will inform you without delay.

d. Data Protection Impact Assessments and Consultation with Supervisory Authorities. To the extent that the required information is reasonably available to us, and you do not otherwise have access to the required information, we will provide reasonable assistance to you with any data protection impact assessments, and prior consultations with supervisory authorities (for example, the Irish Data Protection Commission (DPC) and the UK Information Commissioner's Office (ICO)) or other competent data privacy authorities to the extent required by European Data Protection Laws.

e. Transfer Mechanisms for Data Transfers.

(A) SocialTalent will not transfer European Data to any country or recipient not recognized as providing an adequate level of protection for Personal Data (within the meaning of applicable European Data Protection Laws), unless it first takes all such measures as are necessary to ensure the transfer is in compliance with applicable European Data Protection Laws. Such measures may include (without limitation):

i. transferring such data to a recipient that is covered by a suitable framework or other legally adequate transfer mechanism recognized by the relevant authorities or courts as providing an adequate level of protection for Personal Data, including the Data Privacy Framework;
ii. to a recipient that has achieved binding corporate rules authorization in accordance with European Data Protection Laws; or
iii. to a recipient that has executed the Standard Contractual Clauses in each case as adopted or approved in accordance with applicable European Data Protection Laws.

(B) Alternative Transfer Mechanism. In the event that SocialTalent is required to adopt an alternative transfer mechanism for the transfer of European Data, in addition to or other than the mechanisms described in sub-section (A) above, such alternative transfer mechanism will apply automatically instead of the mechanisms described in this DPA (but only to the extent such alternative transfer mechanism complies with European Data Protection Laws), and you agree to execute such other documents or take such action as may be reasonably necessary to give legal effect such alternative transfer mechanism.

9. Additional Provisions for California Personal Information

a. Scope. The 'Additional Provisions for California Personal Information' section of the DPA will apply only with respect to California Personal Information.

b. Roles of the Parties. When processing California Personal Information in accordance with your Instructions, the Parties acknowledge and agree that you are a Business and we are a Service Provider for the purposes of the CCPA.

c. Responsibilities. We certify that we will Process California Personal Information as a Service Provider strictly for the purpose of performing the Services under the Agreement (the "Business Purpose") or as otherwise permitted by the CCPA. Further, we certify we
   i. will not Sell or Share California Personal Information;
   ii. will not Process California Personal Information outside the direct business relationship between the Parties, unless required by applicable law; and
   iii. will not combine the California Personal Information included in Customer Data with personal information that we collect or receive from another source (other than information we receive from another source in connection with our obligations as a Service Provider under the Agreement).

d. Compliance. We will:
   i. comply with obligations applicable to us as a Service Provider under the CCPA and
   ii. provide California Personal Information with the same level of privacy protection as is required by the CCPA. We will notify you if we make a determination that we can no longer meet our obligations as a Service Provider under the CCPA.

e. CCPA Audits. You will have the right to take reasonable and appropriate steps to help ensure that we use California Personal Information in a manner consistent with Customer's obligations under

the CCPA. Upon notice, you will have the right to take reasonable and appropriate steps in accordance with the Agreement to stop and remediate unauthorized use of California Personal Information.

f. Not a Sale. The Parties acknowledge and agree that the disclosure of California Personal Information by the Customer to SocialTalent does not form part of any monetary or other valuable consideration exchanged between the Parties.

10. General Provisions

a. Amendments. Notwithstanding anything else to the contrary in the Agreement and without prejudice to the 'Compliance with Instructions' or 'Security' sections of this DPA, we reserve the right to make any updates and changes to this DPA and the terms that apply in the 'Amendment; No Waiver' section of the General Terms will apply.

b. Severability. If any individual provisions of this DPA are determined to be invalid or unenforceable, the validity and enforceability of the other provisions of this DPA will not be affected.

c. Limitation of Liability. Each party's total per claim liability arising in connection with this DPA shall be limited to the total fees payable by the Customer during the twelve (12) months immediately preceding the date on which the claim arose.

11. Parties in this DPA

a. Permitted Affiliates and Users. By signing the Agreement, you enter into this DPA (including, where applicable, the Standard Contractual Clauses) on behalf of yourself and in the name and on behalf of your Permitted Affiliates. For the purposes of this DPA only, and except where indicated otherwise, the terms "Customer", "you" and "your" will include you and such Permitted Affiliates "Users" means individuals who are authorised by you to access the Services on your behalf, or for your benefit, or upon your instruction, users may include but are not limited to Customer employees, consultants, contractors and agents of Customer, or third Parties with which Customer transacts business or who Customer may wish to hire.

b. Authorization. The legal entity agreeing to this DPA as Customer or User represents that it is authorized to agree to and enter into this DPA for and on behalf of itself and, as applicable, each of its Permitted Affiliates.

c. Remedies. The Parties agree that (i) solely the Customer entity or User that is the contracting Party to the Agreement will exercise any right or seek any remedy any Permitted Affiliate may have under this DPA on behalf of its Affiliates, and (ii) the Customer entity that is the contracting Party to the Agreement will exercise any such rights under this DPA not separately for each Permitted Affiliate individually but in a combined manner for itself and all of its Permitted Affiliates together. The Customer entity that is the contracting entity is responsible for coordinating all Instructions, authorizations and communications with us under the DPA and will be entitled to make and receive any communications related to this DPA on behalf of its Permitted Affiliates.

d. Other rights. The Parties agree that you will, when reviewing our compliance with this DPA pursuant to the 'Demonstration of Compliance' section, take all reasonable measures to limit any impact on us and our Affiliates by combining several audit requests carried out on behalf of the Customer entity that is the contracting Party to the Agreement and all of its Permitted Affiliates in one single audit.

Updated Oct 7th 2026

Cara Module

Application. This Module applies only where the Customer's Order Form includes Cara. If your Order Form does not include Cara, this Module does not apply to you and does not change your rights or obligations under this DPA.

a. What we Process. In providing Cara we Process: (i) account data of your administrator users (name, work email address, username, job title, organisation name, department and console activity logs); (ii) technical and usage data generated by the operation of Cara, which may include workspace or tenant identifiers, pseudonymous end-user identifiers and skill-usage telemetry (authentication credentials are held securely, used only to operate the connection, and not retained for any other purpose); (iii) any Personal Data incidentally contained in the customisation content your administrators enter in the Cara console; (iv) end-user messages, and any files or transcripts shared, exchanged with Cara through a Supplier-operated conversational interface in your Slack or Microsoft Teams environment, Processed to complete the exchange and retained as described in Annex 1, Part B; (v) candidate or applicant Personal Data Processed where fulfilling a request requires Cara to read data from or write data to your connected systems, retained as described in Annex 1, Part B; (vi) the content of a request routed through the Orchestration Model (as defined in the Agreement) for the purpose of selecting the applicable skill and tools; and (vii) authentication data of your administrator users (account identifiers, authentication and session events and, where single sign-on is enabled, identity-provider identifiers), Processed to authenticate access to the Cara console. This Processing is described in Annex 1, Part B.

b. How requests are handled. Cara serves skills (expert hiring instructions) to your environment. The AI systems that use those skills are selected by you and operate under your own contract with your model provider. Requests are interpreted and routed by an Orchestration Model operated by us under our own contracts with one or more model providers, each listed in accordance with the 'Sub-processors' section of this DPA; the Orchestration Model does not perform the substantive task of any skill. Where your Approved AI System retrieves skills via the Cara API, the request contains only the relevant skill identifier and necessary technical metadata, and end-user prompts and outputs are not transmitted to or accessible by us via that route. Where your users interact with Cara through the conversational interface, or where fulfilling a request requires Cara to read data from or write data to your connected systems, the data involved (which may include candidate or applicant Personal Data) is Processed to complete that request and retained as described in Annex 1, Part B. We do not use that data for any other purpose and do not use it to train, improve or develop any product or service for other customers. Any write to your connected systems is performed at your instruction and never on our own initiative.

c. Your obligations. You will not submit, and will instruct your administrator users not to submit, candidate or applicant Personal Data, or special categories of Personal Data, to the Cara console or skills repository. If such data is nonetheless submitted, it is Processed only to the extent necessary to identify, quarantine and delete it, and we will notify you.

d. Hosting and sub-processors. The Cara platform is hosted in the European Union: AWS Dublin (eu-west-1), with backups in Frankfurt (eu-central-1). Files uploaded to Cara, including attachments shared through the conversational interface, are stored in Cloudflare R2 object storage within the European Union. We also engage the following sub-processors for Cara, each under our account and listed in accordance with the 'Sub-processors' section of this DPA: StackOne, for integration connectivity with your connected systems; the Orchestration Model's provider or providers, for request routing; Cloudflare, for file storage; and WorkOS, for authentication of your administrator users to the Cara console, including single sign-on where you enable it.

e. Deletion and export. On expiry or termination of your Cara subscription we will, at your written request made within thirty (30) days and where technically available, provide you with an export of your customisation content in a commonly used format, and will thereafter delete it in accordance with the 'Deletion or Return of Personal Data' section of this DPA.

f. Access controls. Access by our personnel to the Cara production environment and to Personal Data Processed in

Updated Oct 7th 2026

Cara is restricted to an approved named list of personnel, protected by multi-factor authentication and subject to confidentiality obligations. This paragraph describes the access control applied to Cara in place of the 'Product access' paragraph of Annex 2.

Annex 1, Part A - Details of Processing (all Services other than Cara)

A. List of Parties

Data Exporter

Name: The Customer, as defined in the Agreement

Address: The Customer's address, as set out in the Order Form

Contact person's name, position, and contact details: The Customer's contact details, as set out in the Services and/or Order Form.

Activities relevant to the data transferred under these Clauses: Processing of Personal Data in connection with the Customer's use of SocialTalent Services under the Agreement.

Role (controller/processor): Controller

Data Importer

Name: Social Talent Limited

Address: 2 Connell St, Lapp's Quay, Cork City, T12 WF82, Ireland

Contact person's name, position, and contact details: Vincent O'Donoghue, CCO, security@socialtalent.com

Activities relevant to the data transferred under these Clauses: Activities relevant to the data transferred under these Clauses:

Role (controller/processor): Processor

B. Description of Transfer

Categories of Data Subjects whose Personal Data is Transferred

You may submit Personal Data in the course of using the Subscription Service, the extent of which is determined and controlled by you in your sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of Data Subjects:

- Your employees, contractors and collaborators
- Individuals applying for positions within Your organisation.

Categories of Personal Data Transferred

Updated Oct 7th 2026

You may submit Personal Data to the Services, the extent of which is determined and controlled by you in your sole discretion, and which may include but is not limited to the following categories of Personal Data:

- Name
- Email Address
- Job Title
- Department
- IP Address

Frequency of the transfer

Continuous

Nature of the Processing

Personal Data will be Processed in accordance with the Agreement (including this DPA) and may be subject to the following Processing activities:

1. Storage and other Processing necessary to provide, maintain and improve the Services provided to you; and/or

2. Disclosure in accordance with the Agreement (including this DPA) and/or as compelled by applicable laws.

Purpose of the transfer and further processing

We will Process Personal Data as necessary to provide the Services pursuant to the Agreement, as further specified in each Order Form, and as further instructed by you in your use of the Services.

Period for which Personal Data will be retained

Subject to the 'Deletion or Return of Personal Data' section of this DPA, we will Process Personal Data for the duration of the Agreement, unless otherwise agreed in writing.

Annex 1, Part B - Details of Processing for Cara

This Part B applies only where the Customer's Order Form includes Cara, as set out in the Cara Module.

Categories of Data Subjects: your administrator users of the Cara console; your Authorised Users who interact with Cara through the conversational interface; and candidates or applicants whose Personal Data Cara reads from or writes to your connected systems at your instruction.

Categories of Personal Data: name, work email address, username, job title, organisation name, department, console activity logs, technical identifiers associated with your workspace, pseudonymous end-user identifiers, end-user message content, files and transcripts exchanged with Cara, candidate or applicant Personal Data contained in your connected systems as determined by you, and authentication data of your administrator users (account identifiers, authentication and session events and, where single sign-on is enabled, identity-provider identifiers).

Special categories of Personal Data: none are required or intended, and none are permitted in the Cara console or skills repository. Any incidentally contained in end-user messages or in data read from your connected systems are Processed as part of the content in which they appear and are not extracted or used separately.

Frequency of the transfer: continuous, for the duration of the subscription term.

Nature of the Processing: storage, account management, access control, support and audit logging necessary to provide the Cara console and to serve skills to your environment; and processing of end-user messages, files and transcripts, of request content routed through the Orchestration Model, and of data read from or written to your connected systems to complete requested actions; and processing of authentication data to authenticate access to the Cara console.

Purpose of the transfer and further processing: to operate the Cara administrator console, to serve each organisation its own tailored skills, to complete the requests your users make of Cara, and to provide support and troubleshooting.

Period for which Personal Data will be retained: administrator account data and customisation content for the duration of the Agreement, subject to the 'Deletion or Return of Personal Data' section of this DPA and the Cara Module; end-user conversational content, including files and transcripts shared, and data within a workflow in progress, for the duration of the Agreement, subject to the 'Deletion or Return of Personal Data' section of this DPA; request content routed through the Orchestration Model not retained by us beyond the request; candidate or applicant data read from your connected systems only to the extent contained in conversational content or workflow data; authentication data for the duration of the Agreement.

Location of Processing: AWS Dublin (eu-west-1), with backups in Frankfurt (eu-central-1); uploaded files in Cloudflare R2 object storage within the European Union; console authentication through WorkOS in the United States, under Standard Contractual Clauses. Request routing: at the location stated for each provider on our sub-processor list.

Annex 2 - Security Measures

We currently observe the Security Measures described in this Annex 2.

a. Access Control

i. Preventing Unauthorized Product Access

Outsourced processing: We host our Service with outsourced cloud infrastructure providers. Additionally, we maintain contractual relationships with vendors in order to provide the Service in accordance with our DPA. We rely on contractual agreements, privacy policies, and vendor compliance programs in order to protect data processed or stored by these vendors.

Physical and environmental security: We host our product infrastructure with multi-tenant, outsourced infrastructure providers. We do not own or maintain hardware located at the outsourced infrastructure providers' data centers. Production servers and client-facing applications are logically and physically secured from our internal corporate information systems. The physical and environmental security controls are audited for ISO 27001 compliance, among other certifications.

Authentication: We implement a uniform password policy for our customer products. Customers who interact with the products via the user interface must authenticate before accessing non-public customer data. For Cara, customers may enable single sign-on through their own identity provider, in which case authentication is performed through our authentication sub-processor and the customer's identity provider policies apply. Login traffic to the Cara console is routed through our network security sub-processor.

Authorization: Customer Data is stored in multi-tenant storage systems accessible to Customers via only application user interfaces and application programming interfaces. Customers are not allowed direct access to the underlying application infrastructure. The authorization model in each of our products is designed to ensure that only the appropriately assigned individuals can access relevant features, views, and customization options. Authorization to data sets is performed through validating the user's permissions against the attributes associated with each data set.

ii. Preventing Unauthorized Product Use

We implement industry standard access controls and detection capabilities for the internal networks that support its products.

Access controls: Network access control mechanisms are designed to prevent network traffic using unauthorized protocols from reaching the product infrastructure. The technical measures implemented differ between infrastructure providers and include Virtual Private Cloud (VPC) implementations, security group assignment, and traditional firewall rules.

Static code analysis: Code stored in our source code repositories is checked for best practices and identifiable software flaws using automated tooling.

Penetration testing: We maintain relationships with industry-recognized penetration testing service providers for penetration testing of both the SocialTalent web application and internal corporate network infrastructure at least annually. The intent of these penetration tests is to identify security vulnerabilities and mitigate the risk and business impact they pose to the in-scope systems.

iii. Limitations of Privilege & Authorization Requirements

Product access: A subset of our employees have access to the products and to customer data via controlled interfaces. The intent of providing access to a subset of employees is to provide effective customer support, to troubleshoot potential problems, to detect and respond to security incidents and implement data security. Access is enabled through "just in time" (JITA) requests for access; all such requests are logged. Employees are granted access by role, and reviews of high-risk privilege grants are initiated daily. Administrative or high-risk access permissions are reviewed at least once every six months.

b. Transmission Control

In-transit: We require HTTPS encryption (also referred to as SSL or TLS) on all login interfaces and for free on every customer site hosted on the SocialTalent products. Our HTTPS implementation uses industry standard algorithms and certificates.

At-rest: We store user passwords following policies that follow industry standard practices for security. We have implemented technologies to ensure that stored data is encrypted at rest.

c. Input Control

Detection: We designed our infrastructure to log extensive information about the system behavior, traffic received, system authentication, and other application requests. Internal systems aggregate log data and alert appropriate employees of malicious, unintended, or anomalous activities. Our personnel, including security, operations, and support personnel, are responsive to known incidents.

Response and tracking: We maintain a record of known security incidents that includes description, dates and times of relevant activities, and incident disposition. Suspected and confirmed security incidents are investigated by security, operations, or support personnel; and appropriate resolution steps are identified and documented. For any confirmed incidents, we will take appropriate steps to minimize product and Customer damage or unauthorized disclosure. Notification to you will be in accordance with the terms of the Agreement.

d. Availability Control

Infrastructure availability: The infrastructure providers use commercially reasonable efforts to ensure a minimum of 97.5% uptime. The providers maintain a minimum of N+1 redundancy to power, network, and heating, ventilation and air conditioning (HVAC) services.

Fault tolerance: Backup and replication strategies are designed to ensure redundancy and fail-over protections during a significant processing failure. Customer data is backed up to geographically disparate data stores.

Online replicas and backups: Where feasible, production databases are designed to replicate data between no less than 1 primary and 1 secondary database. All databases are backed up and maintained using at least industry standard methods.

Disaster Recovery Plans: We maintain and regularly test disaster recovery plans to help ensure availability of information following interruption to, or failure of, critical business processes.

Our products are designed to ensure redundancy and seamless failover. The server instances that support the products are also architected with a goal to prevent single points of failure. This design assists our operations in maintaining and updating the product applications and backend while limiting downtime.

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Annex 3 - Sub-Processors

To assist SocialTalent deliver the Services, we engage Sub-Processors to assist with our data processing activities. An up-to-date list of our Sub-Processors and our purpose for engaging each of them is maintained at https://trust.socialtalent.com and is available on request.

We will give you advance notice of the appointment or replacement of a Sub-Processor at least thirty (30) days before the new Sub-Processor Processes Personal Data, by updating the list referenced above and by notifying the contact on your account where you have subscribed to Sub-Processor notifications. You may object to the appointment on reasonable data protection grounds by notifying us in writing within that period. Where you do so, we will discuss your objection with you in good faith and use reasonable endeavours to accommodate it, including by considering any reasonable alternative to the use of that Sub-Processor for your Personal Data.