

EIGHTFOLD END USER LICENSE AGREEMENT FOR GSA ONLY

This EULA sets forth certain terms and conditions for Customer's use of Eightfold's Services.

1. DEFINITIONS

For the purposes of this EULA, the following terms have the following meanings:

1.1 "Authorized User" means employees or authorized contractors of Customer that (i) use the Services solely for the benefit of Customer as an end user in accordance with this EULA and (ii) are under confidentiality and usage restriction obligations no less protective than what is required herein.

1.2 "Customer" means the entity authorized to order under GSA Schedule contracts as defined by GSA Order OGP4800.2I, as may be revised from time to time. Customer does not include any related entities unless specifically identified in the Sales Order.

1.3 "Customer Data" means information (including employee and candidate data) originating from Customer and entered or uploaded to the Services by Customer or its Authorized User.

1.4 "Eightfold" means Eightfold AI Inc., with its principal office located at 2625 Augustine Dr., Floor 6, Santa Clara, CA 95054.

1.5 "EULA" means this End User License Agreement for GSA.

1.6 "GSA Schedule" means the applicable General Services Administration Multiple Award Schedule referenced in the Sales Order.

1.7 "Intellectual Property" means any patent, copyright, trade name, trademark, trade secret, know-how, object code, source code, or any other intellectual property right or proprietary right whether registered or unregistered, and whether now known or hereafter recognized in any jurisdiction.

1.8 "Sales Order" means an order that specifies the fees, Subscription Term and other details of the Services purchased by Customer.

1.9 "Services" means the (a) subscription services offered by Eightfold on a SaaS basis set forth on the applicable Sales Order ("Subscription Services") and (b) professional services set forth in an applicable Statement of Work ("SOW"), including implementation services, individual training and/or other professional services ("Professional Services").

1.10 "Subscription Term" means the active duration of the applicable Subscription Service set forth in an applicable Sales Order.

2. SUBSCRIPTION SERVICES

Subject to the terms of this EULA, Eightfold will use commercially reasonable efforts to provide Customer and its Authorized Users a non-exclusive, non-transferable right to access and use the Subscription Services solely for Customer's internal business purposes for the Subscription Term.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Customer agrees that except as expressly permitted by this EULA, it will not itself, or through any Authorized User agent, or other third party, directly or indirectly, during or after a Subscription Term do any of the following: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how, or algorithms of the Services, or software, documentation, Intellectual Property or data related to the Services; (b) modify, translate, or create derivative works based on the Services, associated software and documentation, or related Intellectual Property; (c) use the Services for timesharing, service bureau purposes, sublicense, lease, sale transfer, or otherwise for the benefit of a third party; (d) remove any proprietary notices or labels; or (e) attempt to download or access the Services other than remote access to functionality of the Services in accordance with this EULA and the applicable Sales Order.

3.2 Customer agrees that it will: (a) cooperate with Eightfold as reasonably required to set up and integrate the Services; (b) coordinate with Eightfold following integration to address any service or technical issues; (c) provide Customer feeds in the format specified by Eightfold as applicable to the Services.

3.3 Customer shall be responsible for maintaining the security of its own software/equipment used to access the Services, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of the Customer account with or without Customer's knowledge or consent.

3.4 Customer shall not disclose, share, or allow anyone other than Authorized Users to use Customer's log-in credentials to access the Services, or act as an Authorized User to access the Services.

3.5 Customer represents and warrants that Customer (including its Authorized Users) will use the Services in compliance with all applicable laws and regulations (including without limitation laws and regulations related to data protection and privacy and labor and employment).

3.6 Customer shall not: (i) represent itself as an agent of Eightfold or its licensor; or (ii) represent or market the Services as Customer's technology.

3.7 Customer acknowledges that in using the Services, it may receive non-public information from Eightfold, including but not limited to its product features and functionalities (e.g., screenshots thereof), processes, know-hows, algorithms, and/or code. Customer shall not disclose such information to third parties or for unauthorized use.

4. PROPRIETARY RIGHTS

As between Customer and Eightfold, Customer shall own all rights, title and interest in and to Customer Data. Subject to the limited rights expressly granted herein, Eightfold reserves all rights, title and interest not expressly granted to Customer in this EULA. Eightfold shall own and retain all rights, title and interest in and to (a) the Services and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the Services or support, and (c) all Intellectual Property rights related to any of the foregoing. Eightfold shall have the right to collect and analyze data relating to the provision, use and performance of the Services and related systems and technologies (including information concerning Customer Data and data derived therefrom) to enable or improve its products and services during and after the term hereof, provided that Eightfold shall ensure that any data derived from such collection and analysis is anonymized so that it does not constitute data that personally identifies an individual under applicable laws and regulations. Customer may from time to time provide Eightfold suggestions for product enhancement or other feedback ("Feedback") with respect to the Services. Eightfold 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.

5. TERM AND TERMINATION

The initial Subscription Term shall commence on the date set forth in the Sales Order and will continue for twelve months unless otherwise specified in a Sales Order. At the expiration of the Subscription Term, Customer must enter into a new Sales Order for each subsequent subscription term. All terms, which by their nature are intended to survive the EULA's termination or expiration, will so survive, including usage restriction and termination provisions. Eightfold will make all Customer Data provided pursuant to such Sales Order available to Customer for electronic retrieval for a period of thirty (30) days upon Customer's written request, but thereafter Eightfold may delete such Customer Data with or without Customer's written request and will do so at Customer's written request. Upon expiration of this EULA, Customer shall promptly pay all amounts due and immediately cease all use of the Services.

6. GENERAL TERMS

6.1 Confidentiality. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") may disclose non-public information relating to the Disclosing Party's business (hereinafter referred to as "Confidential Information" of the Disclosing Party). Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential or proprietary as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. Confidential Information includes, but is not limited to, non-public information regarding features, benchmarking, functionality and performance of the Services (including any screenshots thereof), documentation, formulas, designs,

new products, developmental work, marketing plans, business plans and processes, names of actual and prospective customers, third-party audit reports. Confidential Information of either Party will not include any information that (a) is or becomes generally available to the public through no act or omission of the other party, or (b) was in the other party's lawful possession prior to receipt from the Disclosing Party and had not been obtained by the other party either directly or indirectly from the Disclosing Party, or (c) was lawfully disclosed to the other party by a third party without restriction on disclosure, or (d) was independently developed without use or reference to any Confidential Information of the Disclosing Party. Receiving Party shall safeguard Disclosing Party's Confidential Information from unauthorized use, access, or disclosure using no less than a reasonable degree of care; shall use it solely for the purpose of this EULA; and shall not disclose it to any third party except to its Affiliates who need to know such information for such purpose, and agree to abide by this EULA and whose breach of this EULA is Receiving Party's responsibility. The obligation of confidentiality shall survive expiration or termination of this EULA. Eightfold recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

6.2 Eightfold warrants that the Services will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with the Sales Order. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE SERVICES ARE PROVIDED "AS IS" AND EIGHTFOLD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6.3 IN NO EVENT SHALL EIGHTFOLD BE LIABLE UNDER THIS EULA FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION, COST OF SUBSTITUTE SERVICE, IN EACH CASE, WHETHER OR NOT EIGHTFOLD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF EIGHTFOLD, IF ANY, FOR DIRECT DAMAGES UNDER THIS EULA ARE LIMITED TO THE ACTUAL AMOUNTS PAID BY CUSTOMER UNDER THIS EULA FOR THE SERVICES IN THE 24 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO LIABILITY. THE PARTIES AGREE THAT THE LIMITATIONS OF THIS SECTION ARE A FUNDAMENTAL PART OF THE UNDERLYING ECONOMIC BARGAIN AND REPRESENT A REASONABLE ALLOCATION OF RISK, AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PRICING AND OTHER TERMS WOULD BE SUBSTANTIALLY DIFFERENT. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to the EULA under any federal statute, including the False Claims Act, 31 U.S.C 3729-3733. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

6.4 If any provision of this EULA is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary and the remaining terms remain in full force and effect. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this EULA shall not be construed so as to create such status. Customer acknowledges and agrees that a third party (including candidates) may elect to create accounts with Eightfold under applicable agreements, and that nothing contained herein will limit Eightfold's rights thereunder in relation to such third parties. Other than express rights stated herein, no other implied rights or guarantees are provided herein. All disputes are governed by the Contracts Disputes Act Federal. This EULA is personal to Customer and Customer may not transfer, assign or otherwise convey, novate, or encumber this EULA or the Services, in whole or in part, by operation of law, merger or otherwise, to another government agency, a contractor or a third party without Eightfold's prior written consent which may be withheld at Eightfold's sole discretion.

6.5 Eightfold may use the services of subcontractors for performance of the Services under this EULA, provided that Eightfold remains responsible for compliance of any such subcontractor with the terms of this EULA.

6.6 Eightfold provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the terms of this EULA. The use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, or any related documentation of any kind, including technical data, software, and manuals, is restricted by the terms of this EULA. All other use is prohibited and no rights other than those provided in this EULA are conferred. The Services were developed fully at private expense.