

General Terms and Conditions

This agreement (the “Agreement”) is effective as of the Start Date set out in the executed Order Form, or as of the date of the online subscription, and is made by and between ClearWork, LLC, a Delaware limited liability company with its principal place of business at 16192 Coastal Highway, Lewes, Delaware 19958 (“CLEARWORK”), and the client identified in the applicable Order Form or online subscription flow (“Client”). CLEARWORK and Client may each be referred to herein as a “Party” and, collectively, as the “Parties”. “Agreement” shall include any schedules and exhibits attached hereto or to an Order Form.

AGREEMENT:

The Parties desire to enter into a business relationship, and in consideration thereof (the receipt, adequacy and sufficiency of which are hereby acknowledged by the Parties), the Parties agree as follows:

1. **Order.** Client may enter into an Order Form(s) or Statement of Work, or an online subscription via Stripe, which shall set forth the specific License(s) and/or Service(s), and which may be provided by an affiliate of CLEARWORK. Each order shall be governed by this Agreement.

2. **License Grant.**

CLEARWORK hereby grants to Client a non-exclusive, non-transferable, limited license (“License”) to access and use the Software during the applicable Term, solely for Client’s internal business operations and/or the delivery of consulting, advisory, transformation, implementation, or related professional services to its customers, in accordance with the Documentation, applicable Order Form, and the terms of this Agreement.

Access to the Software shall be limited to Authorized Users, and only to the functionality permitted under the role assigned to each Authorized User and the applicable Order Form. Authorized Users comprise three categories: Core Users, Read-Only Users and Interviewees.

2.1 Core Users. “Core Users” means individuals authorized by Client to administer, configure, organize, manage, analyze, execute, govern, or otherwise materially operate projects or workflows within the Software, or to create, edit or export Client Outputs. Core Users require a paid user subscription unless otherwise specified in the applicable Order Form.

2.2 Read-Only Users. “Read-Only Users” means individuals authorized by Client to view Client Outputs and, where enabled by Client, the underlying source evidence, and who cannot create, edit, export, configure, administer or otherwise materially operate projects or workflows within the Software. Read-Only Users are included at no charge up to the number stated in the applicable Order Form or online subscription flow, and are charged at the applicable rate for each additional Read-Only User band above that number.

2.3 Interviewees. “Interviewees” means individuals invited by Client or its Core Users to participate in limited interactions within the Software solely for purposes such as discovery interviews, questionnaires, surveys, recordings, file submissions and AI interviews. Interviewees are provided at no charge and without limit on number. Interviewees do not require a paid user subscription or a Read-Only User seat, are not counted toward any user band or subscription fee, and may access only those interactions to which they are invited.

2.4 Subscription Model. Client shall pay recurring subscription fees for Core Users, and for any Read-Only Users above the number included at no charge, as specified in the applicable Order Form or online subscription flow, regardless of actual usage levels during a given billing period. Subscription fees are determined by the number of Core Users and Read-Only Users within the applicable band. Interviewees are provided at no charge in accordance with Section 2.3.

2.5 Adding and Removing Users During a Term. The following applies to changes in user counts during a Term:

- (a) Client may add Core Users or Read-Only Users at any time during a Term, subject to the fees then applicable to the resulting band.
- (b) Where an addition increases the number of Core Users or Read-Only Users beyond the band then subscribed, the applicable subscription fee shall increase to the fee for the new band. The increase shall be charged on a pro rata basis for the remainder of the then-current billing period, and at the full band fee for each billing period thereafter.
- (c) A reduction in the number of Core Users or Read-Only Users shall not reduce the fees payable for the then-current billing period. For online subscriptions, a reduction takes effect from the start of the next billing period. For Order Form subscriptions, a reduction takes effect from the start of the next Renewal Term.
- (d) No refunds or credits are issued for Core Users or Read-Only Users removed, deactivated, or unused during a billing period.
- (e) A Core User or Read-Only User seat may be reassigned to a different individual where the original individual no longer requires access. Seats may not be shared, and credentials may not be used concurrently by more than one individual.
- (f) Adding Interviewees does not change the subscription fee at any user count.

2.6 Applicable Subscription Terms. The applicable pricing, user bands, number of Read-Only Users included at no charge, usage limits, included functionality, and related conditions shall be identified in the applicable Order Form, online subscription flow, or Stripe checkout process.

2.7 Usage Verification. CLEARWORK may monitor and verify Client's usage of the Software, including the number of Core Users and Read-Only Users, storage, AI consumption, and related usage metrics, for purposes of billing verification, operational support, platform security, and compliance with this Agreement. Where verification identifies Core Users or Read-Only Users in excess of the band then subscribed, CLEARWORK shall invoice the difference between the fee for the band subscribed and the fee for the band corresponding to actual usage, each at CLEARWORK's then-current published band rates, for the period of the excess and prospectively.

3. Term.

3.1 Order Form Subscriptions. Each Order Form shall have the Term stated therein ("Initial Term"). If no initial term is listed, the initial term shall be one year (12 months). Thereafter, the Order Form shall automatically renew for additional one year terms (each, a "Renewal Term"), except as otherwise set forth in the Order Form, or if one Party gives the other Party notice of non-renewal (email shall suffice) at least sixty (60) days prior to the relevant term-end.

3.2 Online Subscriptions. All subscriptions purchased online are monthly subscriptions. Each online subscription has an initial term of one (1) month and renews automatically for successive one-month periods until cancelled. Client may cancel a monthly subscription at any time through the subscription management flow or by email to hello@clearwork.io, with cancellation effective at the end of the then-current monthly period. Online subscriptions are not subject to a twelve (12) month commitment or to the sixty (60) day non-renewal notice in Section 3.1.

3.3 Agreement Expiration. This Agreement shall continue so long as there is an Order Form or active subscription between the Parties, or may otherwise be terminated per the terms hereunder. In the event of a lapse in Order Forms or subscriptions, the Parties may mutually agree to enter into a new Order Form, which will be governed by this Agreement notwithstanding any prior expiration.

4. **Fees.** Fees for the Software and Services will be identified in an Order Form or in the online subscription flow. Unless otherwise specified in an Order Form, invoiced fees are due and payable thirty (30) days from the date of the invoice. Fees for subscriptions purchased online are charged in advance at checkout and on each renewal date to the payment method on file, and are not subject to invoice payment terms. Client shall be liable for the payment of any taxes, stamp duties or assessments imposed (other than income taxes imposed on CLEARWORK's revenue).
5. **Restrictions on Use.** Except as expressly permitted in the Documentation, this Agreement, or an Order Form, Client shall not (and shall not permit its Authorized Users or third parties to) (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, other encoded portions, interface protocols or underlying algorithms of the Software; (b) copy, modify, adapt, or create derivative works based on the Software or any related Documentation; (c) rent, lease, distribute, sub-license, sell, assign, or transfer its rights to use the Software; (d) remove or improperly use any CLEARWORK-related proprietary notices or trademarks; (e) disclose to third parties any benchmark or competitive evaluation of the Software; (f) circumvent, or attempt to circumvent, technological measures to limit access to the Software; (g) use the Software in any manner that violates any person's intellectual property rights, or that violates applicable law; (h) share user credentials, or permit any individual other than the Authorized User to whom credentials were issued to access the Software using those credentials; (i) use the Software, or any Client Outputs, to make or substantially assist decisions about the hiring, promotion, compensation, discipline or termination of any individual, or to monitor or evaluate the performance or behavior of any individual; (j) use the Software or its outputs to develop, train or improve any artificial intelligence model or any product or service that competes with the Software or with the services of an AI Provider; or (k) use the Software in a manner that violates the usage policies of the AI Providers made available to Client under Section 15.9.
6. **Client Content and Client Outputs.**
- 6.1 **Ownership.** CLEARWORK acknowledges that all right, title, and interest in and to Client Content, as well as any reports, process maps, documentation, diagrams, requirements, workflows, deliverables, or other outputs generated specifically for Client from Client Content through the Software ("Client Outputs"), shall belong to and remain solely with Client, subject to CLEARWORK's ownership of the Software, underlying models, prompts, templates, methodologies, algorithms, and systems.
- 6.2 **Client Responsibilities.** Client represents and warrants that it has, and will maintain, all rights, licenses, consents and notices necessary to upload Client Content to the Software and to have it processed as described in this Agreement, including the processing of personal information of Authorized Users, Interviewees, meeting participants, and individuals named in Client Content. Client shall not upload Client Content that it does not have the right to use.
- 6.3 **Removal of Content.** CLEARWORK may remove or disable access to Client Content that CLEARWORK reasonably believes infringes a third party's intellectual property rights upon receipt of a valid notice of infringement, and will notify Client of any such removal.
7. **Security.** CLEARWORK will implement commercially reasonable security measures intended to prevent unauthorized access to Client Content, including the measures described in Section 8. These include encryption of data in transit using TLS, passwords stored only in hashed form, secure session management, rate limits on authentication endpoints, and role-based access control. If applicable, CLEARWORK shall issue to Client, or shall authorize a Client administrator to issue, login credentials for each Authorized User of the Software. Client and its Authorized Users are responsible for maintaining the confidentiality of, and authorized use of, all login credentials. CLEARWORK shall notify Client within seventy-two (72) hours of confirming a security incident resulting in unauthorized access to Client Content, and Client shall notify CLEARWORK in a reasonably prompt manner of any suspected compromise of login credentials or unauthorized access.

8. Data Protection and Use of Artificial Intelligence.

8.1 Purpose Limitation. CLEARWORK processes Client Content solely to provide and support the Software and Services for Client, and in accordance with Client's instructions and this Agreement. CLEARWORK does not sell or share Client Content, and does not retain, use or disclose Client Content for any purpose other than delivering the Software and Services to Client. To the extent Client Content includes personal information, CLEARWORK acts as Client's service provider and processor, shall not combine such personal information with personal information it receives from other sources except as permitted by applicable law, shall comply with applicable data protection laws, and shall notify Client if it determines it can no longer meet its obligations under them.

8.2 AI Providers. Certain functionality of the Software is performed by third-party artificial intelligence providers ("AI Providers") listed in Schedule 1, including large language models, speech-to-text transcription, real-time voice interviews, and meeting recording. CLEARWORK calls AI Providers through their commercial application programming interfaces. Client Content is sent to an AI Provider only as a request to perform that functionality and return a result.

8.3 No AI Training on Client Data. Client Content and Client Outputs are not used to train, fine-tune, or otherwise improve any artificial intelligence or machine learning model, whether CLEARWORK's or a third party's. CLEARWORK uses AI Providers under commercial terms and account settings that prohibit the AI Providers from using Client Content for model training.

8.4 AI Provider Retention. AI Providers may retain requests and responses for a limited period under their commercial terms, for purposes such as abuse monitoring, safety, and service operation, after which the data is deleted. The applicable retention periods are made available to Client on request.

8.5 Zero Client-Side AI API Exposure. All artificial intelligence calls are executed exclusively on the server side. Client applications cannot make direct AI API calls, and AI Provider credentials are never exposed to the client application or to any Authorized User.

8.6 Data Separation and Access. Client Content is logically separated from the content of other clients. Each project is stored separately with its own version history, and access is granted per organization and per project. Authorized Users cannot view projects to which they have not been given access. CLEARWORK personnel with administrative access may access Client Content only to provide support requested by Client, to maintain and secure the Software, or to comply with applicable law, and each instance of CLEARWORK personnel signing in as an Authorized User is recorded in an audit log.

8.7 Role-Based Access Control. Access within the Software is governed by role-based access control. Client administrators determine which Authorized Users are assigned Core User or Read-Only User roles, and which Interviewees are invited to which interactions. Functionality available to each Authorized User is limited to that permitted by the assigned role.

8.8 Auditing and History. CLEARWORK records a history of AI operations, including their inputs, outputs and model requests, and audit logs of sign-ins, account and administrative actions, for support, security and traceability. All changes to project content are version-controlled and can be compared or reverted. CLEARWORK will make the audit records relating to Client's organization available to Client on reasonable request.

8.9 Subprocessors. CLEARWORK may engage subprocessors, including hosting providers, email delivery providers and the AI Providers, in connection with the provision of the Software. The subprocessors that process Client Content as of the effective date of this version of the General Terms and Conditions are listed in Schedule 1. CLEARWORK shall give Client at least

thirty (30) days' notice before a new subprocessor begins processing Client Content. If Client reasonably objects to a new subprocessor on data protection grounds, the Parties shall discuss the objection in good faith, and if it is not resolved, Client may terminate the affected Order Form and receive a pro rata refund of any prepaid, unused fees. CLEARWORK remains responsible for its subprocessors' performance of the obligations in this Section 8.

8.10 Data Location. Client Content is stored in the United States, and the Software is hosted in the United States. AI Providers process requests, and may temporarily retain them as described in Section 8.4, in the regions in which they operate, which may include locations outside the United States unless United States-only processing is specified in the applicable Order Form. Where Client requires storage or processing in a different jurisdiction, this must be agreed in the applicable Order Form.

8.11 Retention, Export and Deletion. Client Content, including uploaded files, recordings, Client Outputs, chat history and interview responses, is retained for the Term until deleted. During the Term, Client may export Client Content and Client Outputs from the Software at any time, may delete Client Outputs, and may delete a project together with its Client Content. Client must complete any export of Client Content and Client Outputs before the effective date of expiration or termination; after that date Client will have no access to the Software and CLEARWORK has no obligation to provide any export. CLEARWORK shall delete Client Content, and the personal information of Client's Authorized Users, within thirty (30) days of Client's written request, whether made during the Term or after expiration or termination of this Agreement, save for (a) audit and security logs retained under Section 8.8, (b) copies retained in routine backups until overwritten on CLEARWORK's standard backup cycle, (c) copies held by AI Providers for the limited periods described in Section 8.4, and (d) copies required to be retained by applicable law.

8.12 Recordings and Meeting Capture. The Software stores audio and video recordings that Client uploads or that are captured through the Software, including interview audio, as Client Content. Where Client uses the Software's optional meeting recording functionality, the meeting bot joins as a visible, named participant, and Client is solely responsible for giving all notices to, and obtaining all consents from, meeting participants that applicable recording and privacy laws require.

8.13 AI Interviews. Interviewees are informed before participating that an AI system conducts the interview and where their responses go. Client is responsible for any additional notices to its personnel or other Interviewees required by applicable law or Client policy.

8.14 Regulated Data. Unless otherwise agreed in writing between the Parties, Client shall not upload to, or process within, the Software any protected health information, payment card data, government identification numbers, or other data subject to sector-specific regulation requiring a separate agreement (such as a Business Associate Agreement under HIPAA). Where Client requires such use, the Parties will enter into the appropriate additional agreement before any such data is uploaded.

9. Termination.

9.1 Breach. Either Party may terminate this Agreement upon written notice (email shall suffice) if the other Party has breached a material term of this Agreement and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching Party specifying the breach. Any such notice to CLEARWORK shall be sent to hello@clearwork.io.

9.2 Insolvency. Either Party may terminate this Agreement if (a) the other Party has a trustee or receiver (howsoever described) appointed for it or its property; (b) the other Party makes an assignment for the benefit of creditors; (c) any proceedings are commenced by, for or against the

other Party under any bankruptcy, insolvency or debtor's relief law; or (d) the other Party is liquidated or dissolved.

9.3 Client Conduct. CLEARWORK may suspend or terminate access to the Software and/or Services, at its sole option, upon notice to Client (or without prior notice where CLEARWORK reasonably determines that immediate action is necessary), if Client is in breach of this Agreement, to comply with or prevent violation of applicable law or of an AI Provider's usage policies, or if necessary to prevent harm to CLEARWORK or other users, provided that prior to taking any such action, CLEARWORK will first attempt, in good faith, to discuss the issues with Client so as to resolve them, if CLEARWORK determines that doing so would be practicable and not prejudicial to its commercial interests under the circumstances.

9.4 Effect of Termination. Upon the expiration or termination of this Agreement for any reason, whether by Client or CLEARWORK, Client's right to any Services and to use the Software shall immediately cease and Client and its Authorized Users' access to the Software will terminate. Fees are non-cancelable and non-refundable, except where Client has terminated due to CLEARWORK's breach or under Section 8.9, or CLEARWORK has terminated per Section 12.2(c), in which case CLEARWORK shall provide a pro rata refund of any prepaid, unused amounts relating to the post-termination period. Sections 3.3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15 and 16 of this Agreement shall survive its expiration or termination for any reason.

10. Confidentiality. Each Party shall retain in confidence the confidential and proprietary information disclosed or otherwise made available by the disclosing Party or its affiliates in connection with this Agreement, which is identified as confidential at the time of disclosure or should reasonably be understood as confidential given the nature of the information and the circumstances surrounding the disclosure, including the terms of this Agreement and non-public technical and business information, such as business plans, operations, technologies, finances, and proprietary information relating to the Software ("Confidential Information"). The receiving Party will use a degree of care and discretion (but not less than reasonable care) to prevent unauthorized disclosure or use similar to what it uses to protect its own information of like kind. The receiving Party will not disclose the Confidential Information of the disclosing Party to a third party other than to its authorized contractors, agents, advisors, subprocessors or affiliates (collectively, each receiving Party's "Representatives") as reasonably necessary for performance under this Agreement (or as reasonably necessary to offer, provide or facilitate additional services, including from affiliates, to Client or Authorized Users); provided, however, that each receiving Party shall be liable to the disclosing Party for any violation of this Agreement by its Representatives. Confidential Information shall not include information that (a) is publicly available (without breach of this Agreement), (b) is lawfully received from a third party, not known to be confidentially bound to the disclosing Party, or (c) is generated independently by, or on behalf of, the receiving Party or any of its Representatives without reference to the disclosing Party's Confidential Information. The receiving Party may disclose Confidential Information if required to do so under applicable law, provided that prior notice is given to the other Party if permissible (except for routine regulatory reviews or disclosures that are not specific to the disclosing Party). Upon expiration or termination of this Agreement, each Party shall promptly return to the other Party, or destroy, the other Party's Confidential Information upon request by the other Party. The receiving Party and its Representatives, however, may retain Confidential Information solely as necessary to comply with applicable law and/or pursuant to bona fide compliance or document retention policies (including electronic archiving for backup purposes).

11. Warranty. CLEARWORK DOES NOT WARRANT THAT (A) THE USE OF THE SOFTWARE OR DOCUMENTATION WILL BE ERROR-FREE OR UNINTERRUPTED, (B) THE SOFTWARE WILL OPERATE IN COMBINATION WITH ANY END-USER CONTENT OR DATA, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY CLEARWORK, OR (C) THE SOFTWARE AND DOCUMENTATION WILL MEET CLIENT'S REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. THE SOFTWARE IS PROVIDED 'AS IS' AND THERE ARE NO EXPRESS OR

IMPLIED WARRANTIES OR CONDITIONS. CLIENT ACKNOWLEDGES THAT CERTAIN FUNCTIONALITY WITHIN THE SOFTWARE UTILIZES ARTIFICIAL INTELLIGENCE, MACHINE LEARNING, GENERATIVE AI, AUTOMATED ANALYSIS, OR PROBABILISTIC SYSTEMS, AND THAT OUTPUTS GENERATED BY SUCH FUNCTIONALITY, INCLUDING FACTUAL STATEMENTS, MAY BE INACCURATE, INCOMPLETE, MISLEADING, OR OUT OF DATE, OR MAY CONTAIN OMISSIONS OR UNINTENDED RESULTS. CLIENT SHALL NOT RELY ON ANY SUCH OUTPUT WITHOUT INDEPENDENTLY VERIFYING IT, AND IS RESPONSIBLE FOR REVIEWING AND VALIDATING ALL OUTPUTS PRIOR TO BUSINESS, OPERATIONAL, LEGAL, REGULATORY, OR IMPLEMENTATION USE. CLIENT SHALL COMMUNICATE THIS LIMITATION TO ITS AUTHORIZED USERS.

12. Indemnification.

12.1 By Client. Client shall indemnify, defend, and hold CLEARWORK and its affiliates, employees, officers, directors and agents, harmless from and against all suits, claims, charges and liabilities, and all associated losses, costs, damages and expenses, arising from any third party claim, suit or proceeding against CLEARWORK or its affiliates due to Client's use of the Software, any Client Content, or any breach of this Agreement, including of Sections 5, 6.2 and 8.12.

12.2 By CLEARWORK. CLEARWORK shall indemnify, defend and hold Client and its Authorized Users, and their respective affiliates, employees, officers, directors and agents, harmless from and against all suits, claims, charges and liabilities, and all associated losses, costs, damages and expenses, or at its option settle, any third party claim, suit or proceeding against Client and its Authorized Users based on a claim that the Software (not including any Third-Party Software or AI Provider services) infringes any United States patent, copyright, trademark or trade secret. CLEARWORK may also, at its sole option and expense, (a) procure the right to continue using the affected Software consistent with this Agreement, (b) replace or modify the affected Software with reasonably equivalent software that does not infringe, or (c) terminate this Agreement if either (a) or (b) is not available on a commercially-reasonable basis.

12.3 Requirements. (a) CLEARWORK's indemnity obligations are conditioned upon Client having updated to the latest version made available by CLEARWORK and Client not altering or combining the Software beyond what is permitted by this Agreement and Documentation (if such infringement would have been avoided but for such alteration or combination). (b) The indemnities in this Section are further conditioned upon (i) the indemnified Party providing prompt notice of such claim or suit to the indemnifying Party, (ii) the indemnifying Party having sole control of such defense and/or settlement (provided that the settlement's terms do not require any financial obligation or admission of wrong-doing by the indemnified Party), and (iii) the indemnified Party providing information and assistance as reasonably requested by the indemnifying Party.

13. Limitation of Liability. (A) EXCEPT IN THE EVENT OF A PARTY'S BREACH OF SECTIONS 2, 5, OR 10, UNDER NO CIRCUMSTANCES SHALL A PARTY OR THEIR RESPECTIVE AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS BE LIABLE TO THE OTHER PARTY, ANY AUTHORIZED USER, OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (B) EXCEPT IN RESPECT OF SECTIONS 10 AND 12.2, CLEARWORK'S AND ITS AFFILIATES' MAXIMUM LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL IN NO EVENT BE IN EXCESS OF THE TOTAL AMOUNT PAID BY CLIENT TO CLEARWORK FOR THE SOFTWARE OR SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

14. CLEARWORK IP Rights. CLEARWORK and/or its affiliates own all right, title and interest in the Software, its source and object code, prompts, templates, workflows and configuration, all enhancements, upgrades,

updates, data and information inputted by CLEARWORK (or its affiliates), and derivatives thereof, and all Documentation. CLEARWORK and/or its affiliates shall have the right to collect and analyze aggregated and de-identified data relating to the provision, use and performance of various aspects of the Software and Services and any related systems, information, and technologies, such as feature usage, load and operational metrics ("Anonymous Data"), and CLEARWORK and its affiliates will own and be free to use such Anonymous Data (and any derivatives thereof) to improve and enhance its Software and Services and for other development, diagnostic and commercial purposes. Anonymous Data shall not include Client Content or Client Outputs, shall not identify Client, any Authorized User, or any individual, and shall not be used to train any artificial intelligence model. For clarity, Client retains ownership of all Client Content and Client Outputs, nothing in this Agreement transfers ownership of such materials to CLEARWORK, and nothing in this Section permits any use of Client Content prohibited by Section 8.

15. General.

15.1 Notices. All notices to a Party shall be in writing and sent to the addresses set out in the applicable Order Form or, in the case of CLEARWORK, to hello@clearwork.io, or such other address as a Party notifies the other Party, and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Parties may update their notice addresses upon reasonable notice to the other Party.

15.2 Assignment. Neither this Agreement nor any Order Form may be assigned or transferred without the other Party's written consent (such consent not to be unreasonably withheld); provided, however, that no such consent shall be required for CLEARWORK or its affiliate to assign this Agreement or any Order Form to (i) an affiliate that is able to satisfy the obligations of the assignor under this Agreement or an Order Form, or (ii) a successor in interest in connection with a change of control transaction (whether by merger, acquisition, or sale of equity interests or all or substantially all of the assignor's assets, or otherwise). This Agreement and any Order Forms shall inure to the benefit of each Party's successors and permitted assigns.

15.3 Subcontracting. CLEARWORK and its affiliates may, at their expense, subcontract with any entity or person (each such subcontractor, a "Subcontractor") concerning the provision of any of the Services contemplated hereunder, subject to Section 8.9 where the Subcontractor processes Client Content; provided, however, that CLEARWORK and/or its affiliates shall not be relieved of any of its obligations under this Agreement by the appointment of, and/or delegation to, such Subcontractor and provided further, that CLEARWORK and/or its affiliates, as the case may be, shall remain responsible for ensuring that its obligations under this Agreement are fulfilled. Nothing contained herein shall (i) create any contractual relationship between any Subcontractor and Client, or (ii) obligate Client to pay or cause the payment of any amounts to any Subcontractor.

15.4 Entire Agreement; Hierarchy. This Agreement, together with the Order Forms and all addenda, schedules, and exhibits, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements and understandings relating to the subject matter hereof. In the event of any inconsistency between the Agreement and any Order Form, the Order Form shall prevail. The order of precedence from highest precedence to lowest precedence is: Order Form or Statement of Work (or, for online subscriptions, the terms presented in the online subscription flow), any Service Level Agreement agreed by the Parties in writing, additional mutually agreed upon documents, General Terms and Conditions.

15.5 Export Laws. Both Parties acknowledge and agree that the Software and technology subject to this Agreement are subject to the export and re-export control laws and regulations of the United States and any applicable jurisdiction, including but not limited to the Export Administration Regulations ("EAR"), and sanctions regimes of the U.S. Department of the Treasury, Office of

Foreign Assets Control. Both Parties will comply with these laws and regulations, and Client shall not access or use the Software from any country or region in which an AI Provider does not make its services available.

15.6 Governing Law; Amendments; Severability. This Agreement shall be governed by the laws of the State of Delaware, excluding its conflict of laws rules, and the exclusive venue for any dispute arising hereunder shall be the state and federal courts in Delaware. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is excluded in its entirety from this Agreement. This Agreement may be amended or superseded only by a written instrument signed by both Parties. Any provision of this Agreement held to be unenforceable shall not affect the enforceability of any other provisions of this Agreement. This Agreement may be executed in counterparts (including pdf or electronic signature), each of which shall be deemed to be an original and both together one and the same agreement.

15.7 Force Majeure. Neither Party shall be in default if its failure to perform any obligation is caused solely by supervening conditions beyond that Party's reasonable control, including acts of God, civil commotion, war, strikes, third party Internet service interruptions or slowdowns, vandalism or "hacker" attacks, acts of terrorism or governmental demands or requirements.

15.8 Not a Joint Venture. Nothing contained herein shall be deemed to constitute either Party as an agent or representative of the other Party, or both Parties as joint venturers or partners for any purpose.

15.9 Third-Party Software and AI Provider Services. The Software may contain or consist of components which are licensed from third parties ("Third-Party Software") and relies on services provided by AI Providers. Client's use of Third-Party Software and of functionality performed by AI Providers is subject to this Agreement, including the restrictions in Section 5, and to any usage policies of the AI Providers that CLEARWORK makes available to Client. Any Third-Party Software embedded or provided in connection with the Software may be used only in conjunction with the Software, the use of which is subject to this Agreement.

15.10 Audit. CLEARWORK shall have the right, once per year, upon reasonable prior written notice, during business hours at a time and date mutually agreed, to verify and audit Client's compliance with the terms of this Agreement. Any such audit shall be at CLEARWORK's sole expense. In addition, such audit shall be subject to Client's reasonable policies and procedures pertaining to security or confidentiality. Where an audit identifies Core Users or Read-Only Users in excess of the band then subscribed, CLEARWORK shall issue an invoice for such excess usage at CLEARWORK's then-current published band rates, calculated in accordance with Section 2.7.

15.11 Publicity. CLEARWORK may use Client's name and the name of the subscribed cloud service in CLEARWORK customer listings and external communications.

16. Definitions.

The following terms shall have the meanings set forth below when used in this Agreement:

- (a) "AI Providers" has the meaning given in Section 8.2.
- (b) "Authorized Users" means, collectively, Core Users, Read-Only Users and Interviewees authorized by Client to access or use the Software in accordance with this Agreement and the applicable Order Form.
- (c) "Core Users" has the meaning given in Section 2.1.
- (d) "Read-Only Users" has the meaning given in Section 2.2.
- (e) "Interviewees" has the meaning given in Section 2.3.

- (f) “Client Content” means, if applicable, all data, information, and materials uploaded to, recorded by, or run on or through, the Software, by or on behalf of Client and/or its Authorized Users, including files, recordings, chat messages and interview responses.
- (g) “Client Outputs” has the meaning given in Section 6.1.
- (h) “Documentation” means the documentation supplied with the Software or otherwise made available to Client under this Agreement, including, without limitation, the program instructions and user manuals for the Software referenced within the Software, as well as any help windows and readme files that are accessible from within the Software.
- (i) “Enhancements” means all modifications, improvements, derivative works of or revisions to the Software including, without limitation, those expanding its functionality or improving its performance commonly known as upgrades or updates.
- (j) “Software” means, subject to the Order Form, the commercial versions of software product/s, in object code form only (and accompanying Documentation, if applicable), including any application programming interface and related software, identified in this Agreement and any Order Form incorporated herein, including all Enhancements thereto, and made available by CLEARWORK or its affiliates to Client and/or its Authorized Users on a hosted, software-as-a-service basis.
- (k) “Services” means the services specifically described in the applicable Order Form or Statement of Work.
- (l) “Term” means, in respect of each Order Form, the Initial Term and any Renewal Terms, and in respect of each online subscription, the period from the start of its initial monthly term until cancellation takes effect under Section 3.2.
- (m) “Anonymous Data” has the meaning given in Section 14.
- (n) “Confidential Information” and “Representatives” have the meanings given in Section 10.
- (o) “Initial Term” and “Renewal Term” have the meanings given in Section 3.1.
- (p) “License” has the meaning given in Section 2.
- (q) “Order Form” means an ordering document executed by the Parties that references this Agreement and specifies the Software and/or Services, fees, Start Date and Initial Term.
- (r) “Statement of Work” means a document executed by the Parties that references this Agreement and describes Services to be performed by CLEARWORK.
- (s) “Subcontractor” has the meaning given in Section 15.3.
- (t) “Third-Party Software” has the meaning given in Section 15.9.

Schedule 1: Subprocessors

The following subprocessors process Client Content as of the effective date of this version of the General Terms and Conditions. CLEARWORK may update this list in accordance with Section 8.9.

Amazon Web Services, Inc.

Purpose: Hosting of the Software and storage of Client Content
Location: United States

Amazon Web Services, Inc. (Amazon SES)

Purpose: Delivery of account and invitation emails
Location: United States

Anthropic, PBC

Purpose: Large language models: chat assistant, document import, extraction and drafting, AI interviews, questionnaires, image description and transcript cleanup
Location: Stored in the United States; processing in Anthropic's operating regions

AssemblyAI, Inc.

Purpose: Speech-to-text transcription and speaker separation for uploaded audio and video and interview audio
Location: United States

Google LLC (Gemini API)

Purpose: Real-time voice for spoken AI interviews
Location: Google's operating regions

Recall.ai (Hyperdoc Inc.)

Purpose: Optional meeting recording and transcription, used only when a Client user sends the meeting bot to a meeting
Location: United States