

COMPA END USER TERMS AND CONDITIONS

Last Updated: October 9, 2026

These Compa End User Terms and Conditions (this “Agreement”) are entered into by and between Compa Technologies, Inc., a Delaware corporation (“Company”), and the entity that purchases access to the Platform from a Reseller, as identified in the applicable Order (“Customer”). Company and Customer are each a “party” and together the “parties.”

This Agreement governs Customer’s access to and use of the Platform and the Services and is incorporated by reference into each Order. By executing an Order that references this Agreement, or by accessing or using the Platform, Customer agrees to be bound by this Agreement. The individual who executes an Order or accepts this Agreement on Customer’s behalf represents that they have the authority to bind Customer. This Agreement is effective on the earlier of the effective date of Customer’s first Order and the date Customer first accesses the Platform (the “Effective Date”).

1. DEFINITIONS.

1.1 “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where “control” means ownership of more than fifty percent (50%) of the voting interests of the entity.

1.2 “Aggregated Data” means data that (a) is derived from Customer Data, alone or in combination with data from other Company customers or other sources, and (b) has been aggregated and/or de-identified such that it does not identify, and cannot reasonably be used to identify or be linked to, Customer (including as the source of such data), any End User, or any other individual.

1.3 “AI Features” means features or functionality of the Platform that use machine learning, statistical modeling, artificial intelligence, or similar technologies to generate Output.

1.4 “ATS Data” means data contained in Customer’s applicant tracking system or other systems containing data relating to hiring needs and recruitment, to the extent reasonably necessary for Company’s provision of the Platform. Such systems may be maintained by Customer or a third party.

1.5 “Customer Data” means all data uploaded, imported, or otherwise provided to the Platform by or on behalf of Customer or its End Users, including HCM Data and ATS Data, whether provided directly or through the Data APIs. Customer Data does not include Usage Data or Aggregated Data.

1.6 “Data APIs” means the application programming interfaces to Customer’s systems containing ATS Data and HCM Data, including those of third-party providers of such systems, that are made available to Company in accordance with Section 6.2.

1.7 “Documentation” means Company’s then-current user guides, help materials, and specifications for the Platform, as made available by Company.

1.8 “DPA” has the meaning set forth in Section 4.3.

1.9 “End Users” means the individuals whom Customer authorizes to access and use the Platform on its behalf, which may include employees and individual contractors of Customer and its Affiliates and, where Customer so authorizes, personnel of Reseller acting on Customer’s behalf.

1.10 “HCM Data” means data contained in Customer’s human capital management system, human resource information system, human resource management system, or any other system containing data relating to workforce management, compensation, or employees. Such systems may be maintained by Customer or a third party.

1.11 “Implementation Services” has the meaning set forth in Section 6.1.

1.12 “Intellectual Property Rights” means all forms of proprietary rights, titles, interests, and ownership relating to patents, copyrights, trademarks, trade dress, trade secrets, know-how, mask works, moral rights, and all similar rights of every type that may exist now or in the future in any jurisdiction, including all applications and registrations therefor and rights to apply for any of the foregoing.

1.13 “Market Data” means compensation, benchmarking, labor-market, and other data, analyses, and insights that Company makes available through the Platform or otherwise, which may be compiled from Aggregated Data, public sources, licensed third-party data, and other sources.

1.14 “Order” means an order form or other ordering document between Customer and a Reseller under which Customer purchases access to the Platform and which references this Agreement.

1.15 “Output” means any results, recommendations, ranges, scores, predictions, analyses, content, or other output generated by the Platform, including by AI Features, in response to use of the Platform by Customer or its End Users.

1.16 “Person” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

1.17 “Platform” means Company’s proprietary software-as-a-service platform, as described in the Documentation and as updated from time to time, that provides data, analytics, and functionality to support decisions relating to compensation and offers of employment, including Market Data and AI Features.

1.18 “Reseller” means the authorized reseller of Company from which Customer purchases access to the Platform, as identified in the applicable Order.

1.19 “Services” means the Implementation Services and any support or other services that Company provides to Customer under this Agreement.

1.20 “Subscription Term” means the period during which Customer is entitled to access the Platform, as specified in an Order.

1.21 “Usage Data” has the meaning set forth in Section 4.4.

2. THE PLATFORM.

2.1 Provision of the Platform. Subject to this Agreement and payment of all applicable fees to Reseller, and following completion of the Implementation Services, Company grants Customer a non-exclusive, non-transferable, non-sublicensable right during the applicable Subscription Term to access and use the Platform, through its End Users and within the scope and usage limits set forth in the Order, solely for the internal business purposes of Customer and its Affiliates and in accordance with the Documentation. Company may modify, update, and upgrade the features and functionality of the Platform from time to time in its discretion, and any updates and upgrades provided will become part of the Platform. Customer is responsible for obtaining and configuring all hardware, software, and services necessary for its use of the Platform. Customer will use the Platform in compliance with all applicable laws, rules, and regulations, and is solely responsible for such compliance. Customer is responsible for the compliance of its Affiliates and End Users with this Agreement, and any act or omission of an Affiliate or End User that would breach this Agreement if committed by Customer will be deemed a breach by Customer.

2.2 Restrictions. Customer will not, will not attempt to, and will not permit any End User or third party to: (i) copy, distribute, rent, lease, lend, sublicense, or transfer the Platform, make the Platform available to any Person other than End Users, or use the Platform on a service bureau, time-sharing, or similar basis for the benefit of any third party; (ii) decompile, reverse engineer, or disassemble the Platform or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, models, file formats, or programming interfaces of the Platform; (iii) modify or create derivative works based on the Platform; (iv) modify, remove, or obscure any copyright, trademark, patent, or other notices or legends that appear on the Platform or during its use; (v) publicly disseminate performance information or analysis (including

benchmark tests) relating to the Platform itself; (vi) circumvent any security measures, access controls, usage limits, license keys, or copy protection used in connection with the Platform; (vii) scrape, extract, download in bulk, or otherwise copy, store, or retain Market Data or other data made available through the Platform, other than Customer Data and reports or exports generated through functionality the Platform makes available for Customer's internal use; (viii) disclose, sell, or otherwise make available Market Data to any third party, except that Customer may (A) use individual compensation ranges and data points derived from the Platform in job postings, offers of employment, and communications with its employees and candidates, including as required by applicable pay transparency laws, and (B) disclose Market Data to its Affiliates, auditors, and professional advisors (including compensation consultants and legal counsel) who need to know it for Customer's internal business purposes and are bound by confidentiality obligations at least as protective as those in Section 7, provided that in no event may Customer republish or redistribute Market Data in bulk or as a dataset; (ix) re-identify or attempt to re-identify any Person from Aggregated Data, Market Data, or Output, or combine any of them with other data for that purpose; (x) use the Platform, Market Data, or Output to develop or improve a competing product or service, or to train or improve any artificial intelligence or machine learning model other than Company's Models; (xi) introduce any virus, malware, or other harmful code into the Platform; or (xii) use the Platform in a manner that violates or infringes any laws, rules, regulations, third-party Intellectual Property Rights, or third-party privacy rights. Customer may not use any automated means, including agents, robots, scripts, or spiders, to access or manage the Platform, except to the extent enabled by Platform functionality or specifically authorized by Company in writing.

2.3 Accounts. Customer is solely responsible for the activities of all Persons accessing and using the Platform using any Platform username, password, or other account credentials assigned to Customer or its End Users ("Credentials"). Customer will, and will instruct its End Users to, use all reasonable means to secure Credentials, and will promptly notify Company if it suspects that any Credentials have been compromised. Each Platform account may only be accessed and used by Customer's End Users in accordance with this Agreement. Customer acknowledges that use of a Platform account by any Person other than a permitted End User constitutes a material breach of this Agreement.

2.4 Third-Party Services. The Platform may include features or functionality that interoperate with online services operated by third parties, such as ATS or HCM solutions ("Third-Party Services"), pursuant to agreements between Customer and the operators of such Third-Party Services ("Operators") or through application programming interfaces or other means of interoperability made available by Operators ("Third-Party APIs"), which Company does not control. Third-Party Services are not part of the Platform, and Customer's use of them is governed solely by Customer's agreements with the applicable Operators. Such agreements and Third-Party APIs (and the policies, terms, and rules applicable to them) may be modified, suspended, or terminated at any time. Company will have no liability with respect to any such modification, suspension, or termination, and none of them will entitle Customer to any refund, credit, or other remedy from Company or affect Customer's payment obligations under the Order. Customer is responsible for ensuring that its use of the Platform in connection with Third-Party Services complies with all policies, terms, and rules applicable to them.

3. RESELLER RELATIONSHIP.

3.1 Purchase Through Reseller. Customer purchases access to the Platform from Reseller under an Order. Company is not a party to the Order. All fees, payment terms, taxes, renewals, refunds, and credits are governed solely by the Order, and Customer will pay all such amounts to Reseller.

3.2 No Reseller Authority. Reseller is independent of Company and is not Company's agent. Reseller has no authority to bind Company, to modify or waive any provision of this Agreement, or to make any representation, warranty, service level commitment, indemnity, or other commitment on Company's behalf. Any such commitment made by Reseller, whether in an Order or otherwise, is solely Reseller's obligation, and Customer will look solely to Reseller with respect to it.

3.3 Order of Precedence. As between Company and Customer, an Order is binding only to the extent it identifies the Platform subscription purchased, applicable quantities and usage limits, the Subscription Term, and any implementation tasks to be performed by Customer (collectively, “Order Details”). In the event of any conflict between this Agreement and an Order, this Agreement will control as between Company and Customer.

3.4 Information Sharing with Reseller. Customer authorizes Company and Reseller to share with one another information regarding Customer’s account, Orders, use of the Platform (including Usage Data), support requests, and implementation status, and Customer Data to the extent reasonably necessary for Reseller to provide services that Customer has requested from Reseller, in each case subject to the DPA where applicable.

3.5 Reseller Non-Payment or Termination. If Company does not receive fees owed by Reseller for Customer’s use of the Platform, or if the agreement between Company and Reseller expires or terminates, Company may suspend or terminate Customer’s access to the Platform in accordance with Section 9. In such event, Company may, in its discretion, offer Customer the option to continue its access to the Platform directly from Company or through another authorized reseller. Customer’s remedies with respect to any amounts paid to Reseller lie solely against Reseller.

4. DATA.

4.1 Customer Data. As between the parties, Customer owns all right, title, and interest in and to Customer Data. Customer is solely responsible for Customer Data, including its accuracy, integrity, format, and legality, and for obtaining all rights, consents, and authorizations, and providing all notices (including to employees and candidates), required under applicable law for Company to process Customer Data as contemplated by this Agreement. Customer represents and warrants that it has obtained and will maintain all such rights, consents, and authorizations and has provided all such notices. Company has no obligation to monitor or edit Customer Data, but may remove any Customer Data that Company reasonably believes violates this Agreement or applicable law or infringes, misappropriates, or violates any third-party Intellectual Property Right or privacy right.

4.2 License to Customer Data. Customer grants Company and its Affiliates a non-exclusive, worldwide, royalty-free license during the Term to host, copy, use, process, transmit, display, modify, and create derivative works of Customer Data (a) to provide, maintain, support, and secure the Platform and the Services, (b) for the purposes described in Sections 4.4 through 4.6, and (c) as otherwise permitted by this Agreement or authorized by Customer. Company may permit its subcontractors and service providers to exercise these rights on Company’s behalf. Except as permitted by this Agreement (including Sections 3.4 and 7.3), Company will not disclose Customer Data to any third party without Customer’s prior written consent.

4.3 Data Security and Personal Data. Company will maintain reasonable administrative, physical, and technical safeguards designed to protect Customer Data against unauthorized access, use, and disclosure. To the extent Company processes personal data contained in Customer Data on Customer’s behalf, Company’s Data Processing Addendum available at <https://compa.ai/legal/dpa> (the “DPA”) applies and is incorporated into this Agreement. Customer may also execute the DPA directly with Company. If Customer and Company have executed a separate data processing agreement, that agreement applies in place of the DPA. Customer instructs Company to process personal data as necessary for the purposes described in this Agreement, including Sections 4.4 through 4.6. Company’s Privacy Policy, available at <https://compa.ai/privacy-policy>, describes how Company handles personal information that it collects for its own purposes, such as End User account and contact information. In the event of a conflict between this Agreement and the DPA with respect to the processing of personal data, the DPA will control.

4.4 Usage Data and Service Improvement. Company may collect and generate data relating to the operation, performance, and use of the Platform, including End User interactions, feature usage, frequency

of use, system performance, and diagnostic data (“Usage Data”). As between the parties, Company owns all right, title, and interest in and to Usage Data. Company may use Usage Data and Customer Data to operate, maintain, support, secure, analyze, improve, and develop the Platform and Company’s other products and services, including for product analytics, quality assurance, troubleshooting, and the development of new features. Company will not disclose Usage Data to any third party in a form that identifies Customer or any End User, other than to Reseller under Section 3.4, to Company’s service providers acting on its behalf, or as required by law.

4.5 Aggregated Data and Market Data. Customer grants Company a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to use Customer Data to create Aggregated Data. As between the parties, Company owns all right, title, and interest in and to Aggregated Data and Market Data, and may use, reproduce, modify, distribute, display, and otherwise exploit Aggregated Data and Market Data for any lawful purpose, during and after the Term, including by incorporating Aggregated Data into Market Data that Company makes available to its other customers. Company will make Aggregated Data available to third parties only in aggregated and de-identified form, will apply aggregation thresholds and other measures reasonably designed to prevent the identification of Customer, any End User, or any other individual, will not attempt to re-identify Aggregated Data, and will contractually prohibit its customers and other licensees that receive Market Data from attempting to do so. Any Market Data that Company makes publicly available will consist only of statistics aggregated to a level that does not permit the identification of Customer, any End User, or any other individual. Customer acknowledges that the rights granted in this Section 4.5 are a material part of the consideration for Customer’s access to the Platform and Market Data.

4.6 Model Training. Customer grants Company a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to use Customer Data, Usage Data, and Aggregated Data to train, develop, test, validate, and improve machine learning and statistical models used in or in connection with the Platform and Company’s other products and services (“Models”). As between the parties, Company owns all Models, and Company has no obligation to delete, retrain, or modify any Model following the Term. Before using Customer Data to train Models, Company will pseudonymize it by removing direct identifiers of End Users and other individuals. Company will not use Customer Data to train generative artificial intelligence models, and will not design or deploy any Model to disclose Customer Data to any third party in a form that identifies Customer, any End User, or any other individual.

4.7 Customer Data Upon Termination. For thirty (30) days following expiration or termination of this Agreement, upon Customer’s written request, Company will make Customer Data available for export in a format generally supported by the Platform. Thereafter, Company will delete Customer Data in accordance with the DPA or, if the DPA does not apply, within ninety (90) days after the end of such export period, except for copies retained in backups in accordance with Company’s standard retention practices or as required by law, which will remain subject to Section 7 for so long as they are retained. Sections 4.5 and 4.6 do not permit Company to retain Customer Data beyond the period described in this Section 4.7, but Company may continue to use Aggregated Data, Usage Data, and Models created before such deletion, subject to Sections 4.4 through 4.6.

5. AI FEATURES.

5.1 Nature of AI Features and Output. AI Features rely on probabilistic models and on data from multiple sources, including Market Data. Output may be inaccurate, incomplete, outdated, or biased, may not reflect current market conditions, and may not be unique; Company may generate the same or similar Output for other customers. Output is generated automatically and is not reviewed by Company before it is provided to Customer.

5.2 Human Review and Customer Responsibility. Customer is solely responsible for evaluating the accuracy and appropriateness of Output for its intended use, and will ensure that qualified personnel review

Output and exercise independent judgment before relying on it. Customer will not use Output as the sole basis for any decision that produces legal or similarly significant effects for any individual, including decisions regarding hiring, compensation, promotion, or the terms of any offer of employment. Customer is solely responsible for its decisions and for complying with all laws applicable to its use of the Platform and Output, including employment, anti-discrimination, pay equity, pay transparency, privacy, and automated decision-making laws, and including any obligations under such laws that apply to Customer to provide notices, conduct bias audits or impact assessments, offer alternative processes, or respond to requests from individuals.

5.3 No Professional Advice. The Platform, Market Data, and Output are provided for informational purposes only and do not constitute legal, tax, accounting, financial, or employment advice. Customer should consult its own professional advisors as appropriate.

5.4 Third-Party AI Providers. AI Features may be provided using models or services of third-party providers acting as Company's service providers or subprocessors in accordance with the DPA.

5.5 Compliance Information. Upon Customer's reasonable request, Company will provide information regarding the AI Features that is reasonably available to Company and reasonably necessary for Customer to comply with laws applicable to its use of the AI Features, subject to Section 7. Nothing in this Section 5.5 requires Company to disclose its source code, Models, training data, or trade secrets.

6. IMPLEMENTATION SERVICES.

6.1 Implementation Services. Company will perform the implementation activities necessary to make the Platform available to Customer, including integration of the Data APIs with the Platform and any other implementation tasks assigned to Company in the Documentation (the "Implementation Services"). Company's provision of the Platform is dependent on (i) successful integration of the Data APIs with the Platform and (ii) Customer's completion of the implementation tasks assigned to Customer in the Order Details or the Documentation. Upon completion of such integration and tasks, Company will promptly take any additional steps necessary to make the Platform available to Customer in accordance with this Agreement. The Implementation Services will be deemed complete upon Company notifying Customer that they are complete.

6.2 Data APIs. Within sixty (60) days following execution of Customer's initial Order, Customer will provide Company with all access credentials, information, and assistance reasonably required to integrate the Data APIs, including, as applicable, by making available resources of Customer's Data API providers as reasonably necessary to complete such integration. To the extent any Data API is provided by a third party, Customer represents, warrants, and covenants that Company's integration of, and ongoing connection throughout the Term to, such Data API is permitted under Customer's agreement with the applicable provider. Company's ongoing provision of the Platform depends on the Data API connections, and Company will have no liability in connection with any unavailability of, or changes to, the Data APIs. If Customer does not satisfy its obligations under this Section 6.2 within such sixty (60) day period, Company may suspend performance of the Implementation Services until Customer does so, and no resulting delay will, as between Company and Customer, extend the Subscription Term.

6.3 Customer Resources. Customer will provide, maintain, and make available to Company, at Customer's expense and in a timely manner, the following resources, and such other resources as are specified in the Order Details or as Company may reasonably request in connection with its performance of the Services: (i) qualified Customer personnel or representatives designated by Customer to consult with Reseller and Company on a regular basis in connection with the Implementation Services and to provide Company with documentation and other information necessary to perform the Implementation Services; and (ii) access to Customer Data.

6.4 Effect of Customer Failure or Delay. Company is not responsible or liable for any late delivery, delay, or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

7. CONFIDENTIALITY.

7.1 Definition. "Confidential Information" means any non-public information disclosed by or on behalf of one party ("Discloser") to the other party ("Recipient") under this Agreement that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Company's Confidential Information includes the Platform, Market Data, Documentation, and non-public information regarding Company's products, pricing, and technology. Customer's Confidential Information includes Customer Data. Aggregated Data, Usage Data, and Models are not Customer's Confidential Information. Confidential Information does not include information that (a) is or becomes publicly available without breach of this Agreement, (b) was known to Recipient without restriction before receipt from Discloser, (c) is received by Recipient from a third party without restriction and without breach of any obligation owed to Discloser, or (d) is independently developed by Recipient without use of Discloser's Confidential Information.

7.2 Obligations. Recipient will (a) use Discloser's Confidential Information only to exercise its rights and perform its obligations under this Agreement; (b) not disclose Discloser's Confidential Information except to its and its Affiliates' employees, contractors, advisors, and service providers who need to know it for such purposes and are bound by confidentiality obligations at least as protective as those in this Section 7, and, in Company's case, to Reseller as permitted by Section 3.4; and (c) protect Discloser's Confidential Information using at least the same degree of care it uses to protect its own similar information, and in no event less than reasonable care. Company's use and disclosure of Customer Data as permitted by Section 4 will not breach this Section 7. These obligations continue during the Term and for three (3) years thereafter, except that obligations regarding trade secrets and Customer Data continue for so long as they remain trade secrets or are retained by Company, respectively.

7.3 Compelled Disclosure. Recipient may disclose Discloser's Confidential Information to the extent required by law, regulation, or court order, provided that Recipient gives Discloser prompt notice of the requirement (where legally permitted) and reasonable cooperation, at Discloser's expense, in seeking a protective order or other confidential treatment.

7.4 Return or Destruction. Upon expiration or termination of this Agreement and Discloser's written request, Recipient will return or destroy Discloser's Confidential Information, except for copies retained in backups or as required by law, which will remain subject to this Section 7. Customer Data is subject to Section 4.7.

8. OWNERSHIP.

8.1 Company. As between the parties, Company owns all right, title, and interest (including all Intellectual Property Rights) in and to the Platform, Documentation, Market Data, Aggregated Data, Usage Data, Models, and any software, technology, materials, and information (i) owned by Company prior to the Effective Date or (ii) created, authored, developed, made, conceived, or reduced to practice by or for Company after the Effective Date, excluding Customer Data, together with all modifications, improvements, and derivative works of any of the foregoing (collectively, the "Company Materials"). Company reserves all rights not expressly granted in this Agreement. Nothing in this Agreement transfers to Customer any right, title, or ownership in or to the Company Materials or any Intellectual Property Rights therein.

8.2 Customer. As between the parties, Customer owns all right, title, and interest (including all Intellectual Property Rights) in and to the Customer Data and any software, technology, materials, and information owned by Customer prior to the Effective Date or created, authored, developed, made,

conceived, or reduced to practice solely by Customer without use of Company Materials after the Effective Date (collectively, the “Customer Materials”). Other than the licenses granted in Section 4, nothing in this Agreement transfers to Company any right, title, or ownership in or to the Customer Materials or any Intellectual Property Rights therein.

8.3 Output. Subject to this Agreement, Customer may use Output for its internal business purposes during the Term and, after the Term, may retain and use Output solely to the extent incorporated into decisions, records, or documents made or created during the Term. Customer may disclose Output only to the extent permitted for Market Data under Section 2.2(viii). Customer acquires no rights in the Market Data, Models, or other Company Materials underlying or reflected in Output, other than the right to use Output as provided in this Section 8.3, and may not use Output in violation of Section 2.2.

8.4 Feedback. Customer is not required to provide any ideas, feedback, or suggestions regarding Company’s products or services (“Feedback”). To the extent Customer or any End User provides Feedback to Company, Customer agrees to assign and hereby does assign all right, title, and interest in and to such Feedback to Company, and acknowledges that Company may freely use, reproduce, modify, distribute, make, have made, sell, offer for sale, import, and otherwise exploit such Feedback in any manner without payment of any royalty or other consideration to Customer.

9. TERM; SUSPENSION; TERMINATION.

9.1 Term. This Agreement commences on the Effective Date and continues until the expiration or termination of all Subscription Terms under all Orders, unless earlier terminated in accordance with this Section 9 (the “Term”).

9.2 Suspension. Company may suspend Customer’s or any End User’s access to all or part of the Platform, with notice to Customer where reasonably practicable, if (i) Company reasonably determines that suspension is necessary to prevent harm to the Platform, Company’s systems or networks, other Company customers, or any third party, or to comply with applicable law; (ii) Customer or any End User breaches Section 2.2 or 2.3 or attempts to access or use the Platform in an unauthorized manner, including any attempt to gain access to data or information relating to other Company customers; or (iii) fees owed by Reseller for Customer’s use of the Platform remain unpaid ten (10) days after Company notifies Customer of the non-payment. Company will restore access promptly after the cause of a suspension has been resolved.

9.3 Termination. Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to cure the breach within thirty (30) days after receiving written notice of it. Company may also terminate this Agreement upon written notice if (i) Customer or any End User breaches Section 2.2 in a manner that is not capable of cure; (ii) fees owed by Reseller for Customer’s use of the Platform remain unpaid thirty (30) days after Company notifies Customer of the non-payment; or (iii) Company’s agreement with Reseller expires or terminates, provided that Company gives Customer at least thirty (30) days’ notice and, where Company elects to offer it, the option described in Section 3.5. Any refund to which Customer may be entitled upon termination is governed solely by the Order.

9.4 Effect of Termination. Upon expiration or termination of this Agreement, all rights granted to Customer under this Agreement will terminate and Customer will cease all use of the Platform. Section 4.7 governs Customer Data following expiration or termination. Expiration or termination will not relieve either party of obligations accrued before the effective date of expiration or termination.

9.5 Survival. Sections 1, 2.2, 3.1, 3.2, 4.1, 4.4 through 4.7, 5, 7, 8, 9.4, 9.5, 10, 11, 12, and 13, and any other provision that by its nature is intended to survive, will survive expiration or termination of this Agreement.

10. INDEMNIFICATION.

10.1 Customer Indemnity. Customer will defend Company, its Affiliates, and their respective officers, directors, employees, and agents (the “Company Indemnitees”) against any claim, demand, suit, or proceeding brought by a third party (a “Claim”) arising out of or relating to (a) Customer Data, including Customer’s collection and provision of Customer Data and any failure by Customer to obtain the rights, consents, and authorizations or provide the notices required under Section 4.1; (b) any breach of Section 2.2 or 5.2 by Customer or any End User, or any breach of Customer’s representations, warranties, and covenants in Section 6.2; or (c) any decision made by Customer or its End Users in connection with the use of the Platform or Output, including employment and compensation decisions; except, in each case, to the extent the Claim arises from Company’s breach of this Agreement. Customer will indemnify the Company Indemnitees for all damages, fines, penalties, costs, and reasonable attorneys’ fees finally awarded against them or agreed in settlement in connection with any such Claim.

10.2 Procedure. Company will give Customer prompt written notice of any Claim (provided that a delay in notice will relieve Customer of its obligations only to the extent Customer is prejudiced by the delay), sole control of the defense and settlement of the Claim, and reasonable cooperation at Customer’s expense. Customer may not settle any Claim in a manner that imposes any obligation on, or requires any admission by, a Company Indemnatee without Company’s prior written consent. Company may participate in the defense of any Claim with counsel of its choosing at its own expense.

11. DISCLAIMERS. EXCEPT FOR COMPANY’S EXPRESS OBLIGATIONS UNDER THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM, SERVICES, MARKET DATA, AI FEATURES, AND OUTPUT ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND COMPANY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY AND ITS SUPPLIERS, LICENSORS, PARTNERS, AND SERVICE PROVIDERS DO NOT WARRANT THAT THE PLATFORM, MARKET DATA, OR OUTPUT WILL BE ACCURATE, COMPLETE, CURRENT, UNBIASED, UNINTERRUPTED, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PLATFORM OR OUTPUT WILL MEET CUSTOMER’S REQUIREMENTS OR ACHIEVE ANY PARTICULAR RESULT, INCLUDING COMPLIANCE WITH ANY LAW. NOTHING IN THIS AGREEMENT OR IN ANY COMMUNICATION BY COMPANY PERSONNEL WILL BE CONSTRUED AS A REPRESENTATION OR WARRANTY THAT ANY OUTPUT OR MARKET DATA IS ACCURATE. ANY WARRANTY, SERVICE LEVEL COMMITMENT, OR OTHER ASSURANCE REGARDING THE PLATFORM PROVIDED BY RESELLER IS PROVIDED SOLELY BY RESELLER AND NOT BY COMPANY.

12. LIMITATION OF LIABILITY.

12.1 EXCLUSION OF DAMAGES. EXCEPT WITH RESPECT TO EXCLUDED CLAIMS AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, OR GOODWILL, OR ANY LOSS OR CORRUPTION OF DATA, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. “EXCLUDED CLAIMS” MEANS (A) A PARTY’S FRAUD OR WILLFUL MISCONDUCT; (B) ANY BREACH OF SECTION 2.2 BY CUSTOMER OR ANY END USER; (C) CUSTOMER’S INFRINGEMENT OR MISAPPROPRIATION

OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS; AND (D) CUSTOMER'S OBLIGATIONS UNDER SECTION 10.

12.2 LIABILITY CAP. EXCEPT WITH RESPECT TO EXCLUDED CLAIMS AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO RESELLER FOR ACCESS TO THE PLATFORM UNDER THE APPLICABLE ORDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

12.3 CUSTOMER DECISIONS. THE PLATFORM, MARKET DATA, AND OUTPUT ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. CUSTOMER IS SOLELY RESPONSIBLE FOR ALL DECISIONS REGARDING THE CONDUCT OF ITS BUSINESS, INCLUDING ALL HIRING, COMPENSATION, AND OTHER EMPLOYMENT DECISIONS, AND UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR SUCH DECISIONS OR THEIR CONSEQUENCES, REGARDLESS OF THE EXTENT TO WHICH SUCH DECISIONS ARE MADE IN RELIANCE ON MARKET DATA, OUTPUT, PREDICTIONS, OR OTHER INFORMATION PROVIDED BY THE PLATFORM.

12.4 APPLICATION. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 12 APPLY REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THESE LIMITATIONS REFLECT A REASONABLE ALLOCATION OF RISK AND ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THEM.

13. MISCELLANEOUS.

13.1 Notices. Company may provide notices regarding the Platform generally by posting them in the Platform. Company may provide all other notices under this Agreement by email to the account administrator or other contact designated by Customer in the Platform or the Order, or through Reseller. Customer will send all legal notices to Company at legal@compa.ai, with a copy to Reseller. Notices are effective upon receipt, and email notices are deemed received when sent unless the sender receives notice of non-delivery.

13.2 Modifications. Company may modify this Agreement from time to time by posting an updated version at <https://compa.ai/legal/customer-terms> (or a successor location) and updating the "Last Updated" date. Except for modifications required by law or that apply only to new features or functionality, which may take effect as stated in the notice, Company will notify Customer of any material modification at least thirty (30) days before it takes effect, by email, by notice in the Platform, or through Reseller. Modifications take effect on the date stated in the updated version, which for material modifications (other than those excepted above) will be no sooner than thirty (30) days after notice. If, before a material modification takes effect, Customer notifies Company in writing that it objects to a modification that adversely affects Customer, the version of this Agreement in effect immediately before the modification will continue to apply to Customer for the remainder of the then-current Subscription Term, and the modified version will apply upon any renewal or new Order. Otherwise, Customer's continued use of the Platform after a modification takes effect constitutes acceptance of the modified Agreement. Company will make prior versions of this Agreement available upon request. Except as provided in this Section 13.2, this Agreement may be amended only by a written agreement signed by Company and Customer.

13.3 Governing Law; Jurisdiction. This Agreement is governed by, and will be construed in accordance with, the laws of the State of California, without reference to its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The state and federal courts located in Orange County, California will have exclusive jurisdiction and venue

over any dispute arising out of or relating to this Agreement, and each party irrevocably submits to the jurisdiction of such courts.

13.4 Equitable Relief. Customer acknowledges that any breach or threatened breach of Section 2.2 or Section 7, or any infringement or misappropriation of Company's Intellectual Property Rights, may cause Company irreparable harm for which monetary damages would be inadequate, and that Company will be entitled to seek injunctive or other equitable relief, without the necessity of posting a bond to the extent permitted by law, in addition to any other remedies available to it.

13.5 Assignment. Neither party may assign or transfer this Agreement without the other party's prior written consent, except that either party may assign this Agreement without consent, upon notice to the other party, to an Affiliate or to a successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its business or assets to which this Agreement relates, provided that Customer may not assign this Agreement to a competitor of Company without Company's consent. Any attempted assignment in violation of this Section 13.5 is void. This Agreement binds and benefits the parties and their permitted successors and assigns.

13.6 Force Majeure. Neither party will be liable for any delay or failure to perform its obligations under this Agreement to the extent caused by events beyond its reasonable control, including acts of God, natural disasters, epidemics, war, terrorism, civil unrest, labor disputes, governmental actions, internet or utility failures, cyberattacks not caused by the party's failure to maintain reasonable safeguards, and failures of third-party hosting providers, Third-Party Services, or Data APIs.

13.7 Export Control and Sanctions. Customer will comply with all applicable export control and economic sanctions laws in connection with its use of the Platform. Customer represents that neither it nor any End User is located in, or is a national or resident of, any country or region subject to comprehensive U.S. sanctions, or is identified on any U.S. government restricted-party list, and Customer will not permit any End User to access or use the Platform in violation of such laws.

13.8 Relationship of the Parties; No Third-Party Beneficiaries. The parties are independent contractors, and nothing in this Agreement creates any partnership, joint venture, agency, fiduciary, or employment relationship between them. There are no third-party beneficiaries of this Agreement, except that the Company Indemnitees are intended beneficiaries of Section 10.

13.9 Severability; Waiver. If any provision of this Agreement is held to be unenforceable, it will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect. No failure or delay by either party in exercising any right under this Agreement will operate as a waiver of that right.

13.10 Entire Agreement. This Agreement, together with the DPA (or any separate data processing agreement executed in accordance with Section 4.3) and the Order Details, constitutes the complete, final, and exclusive agreement between Company and Customer with respect to its subject matter, and supersedes all prior or contemporaneous oral or written representations, understandings, agreements, and communications between them concerning its subject matter. Any terms contained in a Customer purchase order, vendor registration form, or other Customer document, or in any online terms Customer requires Company to accept, are void and of no effect as to Company. Neither party is relying upon any warranties, representations, assurances, or inducements not expressly set forth in this Agreement. Headings are for convenience only, and the word "including" means "including without limitation."