



Master Subscription Agreement - Agent

This Master Subscription Agreement (this “**Agreement**”) is by and between the entity identified as the client on the applicable Order Form (“**Client**” or “**you**”) and Trove Information Technologies, Inc. dba Pave (“**Pave**” or “**we**”) and is effective as of the effective date of the first Order Form that references this Agreement (the “**Effective Date**”). This Agreement is incorporated into, and made a part of, each such Order Form, and by executing an Order Form that references this Agreement (or by accessing or using the Products), Client agrees to be bound by this Agreement. Client and Pave are each a “**party**” and together the “**parties**”. Use of the Products (as defined below) is governed by this Agreement. Defined terms not otherwise defined shall have the meaning ascribed to them in Exhibit A.

1. Description of Services

- 1.1 **Pave’s Products and Services.** Pave is an agentic compensation intelligence platform, with products and services described on our website at www.pave.com or in the Order Form. Pave offers technology products, Aggregated and De-Identified Data and support services. Upon Client’s license of Services as set forth in an Order Form, Pave will make the Services available pursuant to this Agreement and the applicable Order Form for the duration of the Term.
- 1.2 **Right and License.** Subject to (a) the terms and conditions of this Agreement and, if applicable, the Order Form and (b) your payment for the applicable Services, Pave grants Client a worldwide, non-exclusive, limited, non-sublicensable (except as expressly provided in the final paragraph of this Section 1.2), non-transferable right and license to internally access and use, solely by Users authorized by Client in accordance with the applicable Order Form and only within the Seats, employee count, administrative access levels and other usage parameters specified in such Order Form:
- a. The Products described on each Order Form for the applicable Order Form Term in accordance with the Documentation;
 - b. The Market Data Products for so long as Client has integrated its compensation platform or provider with the Products (as further described in Section 2 below);
 - c. Market Data in connection with Client’s order of the Market Data Products.

Additionally, Pave grants Client a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license (sublicensable only to Client’s Affiliates and to service providers acting on Client’s behalf) to use, reproduce, modify, display, and create derivative works of any Market Data and other Pave content contained in Outputs generated during the Term, and to disclose Outputs to Users, Affiliates and professional advisors and in reports and communications prepared in the ordinary course of Client’s business, in each case for Client’s internal business purposes that do not compete with Pave’s compensation intelligence or benchmarking services and do not involve republishing or redistributing Market Data as a standalone dataset or benchmark product, and provided that any Market Data contained in Outputs that is disclosed outside Client’s organization remains subject to Section 6.

1.3 Pave’s Obligations.

- a. General. Pave shall provide Client with Services in accordance with the Agreement and the Documentation.
- b. Availability. Pave offers standard industry support to ensure that the Services are available in accordance with the terms of our Service Level Agreement attached as Exhibit B, which sets forth Client's remedies for any interruptions in the availability of the Services. Pave provides standard support services and service level terms, each of which are described at <https://www.pave.com/company/legal/service-terms>.
- c. Privacy and Security. Pave maintains a security program aligned with the NIST Cybersecurity Framework and undergoes annual SOC 2 Type II and ISO 27001 audits. Pave agrees to use appropriate technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of Client Data, Inputs and Outputs, as fully detailed in Schedule C to the DPA (defined below). If Pave becomes aware that any Client Data, Inputs or Outputs held by Pave has been accessed by a third party without authorization or is otherwise illegally hacked, or has been accidentally or unlawfully lost, altered or disclosed (a "Breach"), Pave will, to the extent legally permitted, notify Client without undue delay, and in any event within seventy-two (72) hours after Pave becomes aware of such Breach (meaning Pave has a reasonable degree of certainty that a Breach has occurred), provide updates as additional information becomes available, and reasonably cooperate with Client to remediate the Breach. Breaches involving Personal Data are also subject to Section 9.4 of the DPA, which applies the same notification standard. Pave's use of Personal Data is described in more detail in Pave's data processing addendum ("**DPA**"), attached hereto as Exhibit C. The subject matter, nature, purpose and duration of processing, as well as the types of Personal Data collected and categories of data subjects, are set forth in the DPA. Client agrees that Pave may collect, use, retain and disclose Personal Data as described in the DPA.

1.4 **Pave's Data**. Pave utilizes data submitted to, collected by, or generated by Pave in connection with its Clients' use of the Products, in de-identified form, from which individual identifiers have been removed, and in aggregated form, such that it cannot be linked specifically to Client or Client's employees or candidates (such data, "**Aggregated and De-Identified Data**"), for its business purposes, such as benchmarking compensation data that each Client of Pave's Market Data Products uses for its own internal purposes, and industry analysis, training Machine Learning models on Aggregated and De-Identified Data, and analytics. Pave shall maintain reasonable technical and organizational measures designed to prevent re-identification of Aggregated and De-Identified Data, shall publicly commit to maintain and use such data only in de-identified form, and shall contractually require recipients of such data to do the same. Client's access to and use of Market Data is subject to Client's obligations under this Agreement. Pave's rights in Aggregated and De-Identified Data survive expiration or termination of this Agreement. Following termination, Client may request, upon thirty (30) days' written notice, that Pave cease including Client Data in future Aggregated and De-Identified Data sets, provided that (a) such request shall not affect data already aggregated prior to the notice date or Pave's continued use, retention or licensing of such data, and (b) because Market Data is generated from the contributions of Pave's Clients, Client's license to the Market Data Products will terminate effective at the end of the then-current Order Form Term. Pave will maintain documentation of its de-identification methodologies and, upon reasonable request, provide Client with a summary of such methodologies to verify compliance with applicable privacy laws. For the avoidance of doubt, the foregoing opt-out right applies to inclusion of Client Data in future benchmark datasets and does not limit Pave's ability to use automated and AI-assisted processing, including Generative AI, to de-identify and normalize Client Data as necessary to perform the Products and Services, which processing is integral to service delivery and cannot be disabled. The use of Generative AI for de-identification and job catalog mapping is described further in Section 1.6(a).

- 1.5 **Usage Data.** Pave may use Usage Data solely to operate, secure, support, monitor, troubleshoot and improve the Services, to produce internal analytics and reporting, and to prepare aggregated statistics regarding use of the Services. Pave will not disclose Usage Data to any third party in any form that identifies Client, its Users or its employees or candidates, except to its Sub-Processors in connection with the foregoing purposes or as required by law.
- 1.6 **AI Services.** The AI Services include, without limitation, the Pave Agent and features such as job matching, search and summarization over Pave's Market Data, auto smoothing of survey data, AI-assisted job mapping, compensation cycle summaries, and smart flags. Client authorizes Pave and its subprocessors to process Client Data and Inputs through the AI Services as necessary to provide and support the Products, including for inference, model operation, and performance optimization, subject to this Agreement and the DPA. For Generative AI, Pave uses pre-trained third-party foundation models hosted within Pave's private cloud environment (each provider of such models, a "Model Provider"). Client Data and Inputs transmitted to a Model Provider are used for inference only and are not used by the Model Provider to train, re-train or fine-tune any model and are not retained by the Model Provider beyond the period, if any, required for abuse monitoring and security purposes under Pave's agreement with such Model Provider. Pave will not authorize any Model Provider to use Client Data or Inputs to train, re-train or fine-tune any model without Client's prior written consent. Pave may evaluate and route requests among Model Providers and models to obtain the best-performing result for a given task, provided that each Model Provider remains subject to the Sub-Processor requirements of the DPA.
- a. Core AI Processing. The following uses of AI and Generative AI by Pave are integral to the delivery of the Products and cannot be disabled by Client:
- i. *De-identification and job catalog mapping.* Pave uses Generative AI to normalize Client employee job titles and organizational data into Pave's proprietary job catalog and to produce the de-identified format required for benchmarking outputs and to satisfy the definition of Aggregated and De-Identified Data under this Agreement. This processing is a prerequisite to Pave's core benchmarking function and cannot be separated from service delivery.
 - ii. *Pave's internal business operations.* Pave uses AI and Generative AI in its own internal operations in connection with providing the Services, including without limitation implementation services, customer support, and product and system operations. Pave will not use Client Data processed through such internal operations to train any machine learning or Generative AI model.
- b. Feature-Level Disable. Except for the Core AI Processing set forth in Section 1.6(a), Client may request that specific AI-powered features be disabled for Client's account by submitting a support request to Pave that identifies the specific AI-powered features to be disabled. Pave will implement such request within five (5) business days of receipt of such request and will confirm implementation to Client in writing. Feature-level disablement does not affect the non-AI components of the Products (if any) or the Core AI Processing described in Section 1.6(a). Pave will maintain records of disable requests and their implementation status.
- c. No Generative AI Training; ML Training Notice. Pave does not use Client Data or Inputs to train, re-train or fine-tune Generative AI models, whether for Client, for other clients of Pave or otherwise. Pave will not, without Client's prior written consent, use Client Data (other than in the form of Aggregated and De-Identified Data) to train Pave's own proprietary Machine Learning models for purposes not already described in Section 1.4 (Pave's Data) or Section 1.6(a). This restriction does not apply to: (i) the creation and use of Aggregated and De-Identified Data as described in Section 1.4; (ii) inference, model

operation, or performance optimization of pre-trained third-party or Pave models operating on Client Data in connection with the AI Services; or (iii) the Core AI Processing described in Section 1.6(a).

- d. Monitoring and Throttling of AI Services. Pave may monitor Client's use of the AI Services for the purposes of capacity management, service performance, security and abuse prevention, and to verify compliance with Section 4.1(m), in each case using usage metadata and volumetrics only; Pave will not review the content of Inputs or Outputs for these purposes except as reasonably necessary to investigate a suspected security incident or abuse. If Client's use of the AI Services exceeds the applicable usage limits, rate limits or fair use parameters, or materially degrades the performance, availability or security of the Products for Pave or its other clients, Pave may throttle, rate-limit or queue Client's requests to the affected AI Services, in each case to the extent reasonably necessary to address the condition and for so long as the condition persists. Pave will notify Client of any such measure contemporaneously, and in advance where practicable, and will work with Client in good faith to restore normal service levels. This Section is in addition to, and does not limit, Pave's suspension rights under Section 7.2.
- e. Accuracy of Outputs. Outputs generated by the AI Services depend on Inputs and other factors and may be inaccurate, incomplete, inappropriate, or biased. Client understands that Outputs are designed to support, not replace, human judgment and that Client is responsible for reviewing and validating Outputs before reliance or use.
- f. Pave Agent Operation. This paragraph applies to the extent Client uses the Pave Agent. The Pave Agent operates within the same permissions framework as the other Products and may access and act only on data that the authenticated User is authorized to access. The Pave Agent does not automatically store or recall information across separate conversations, except that Client and its account administrators may configure such features as persistent guidance, context and reusable workflows for the Pave Agent ("Agent Configuration"), which the Pave Agent will apply across conversations until changed by Client. Prompts, Outputs and related conversation records generated through the Pave Agent ("Conversation Data") are stored within the Products and accessible to the applicable User, and are separately retained in Pave's application logs for thirty (30) days for security and support purposes, after which they are deleted in the ordinary course. If the Pave Agent is not enabled for Client's account, or is disabled in accordance with Section 1.6(b), Pave does not generate or retain Conversation Data or Agent Configuration for Client. Pave will identify content generated by the AI Services as system-generated within the applicable interface of the Products. Pave Agent actions that create or modify data within the Products are logged and are subject to the permissions of the authenticated User.

1.7 Pave's Intellectual Property Rights. As between the parties, Pave retains all right, title and interest in and to the Products, Market Data (including Aggregated and De-Identified Data), and all software, products, works and other intellectual property and moral rights related thereto or created, used or provided by Pave for the purposes of this Agreement, including any copies and derivative works of any of the foregoing. As between the parties, and subject to Pave's rights in the Products and Market Data, Client owns all right, title and interest in Outputs to the extent they consist of or reflect Client Data or Inputs. Pave retains all right, title and interest in any Market Data and other Pave content contained in Outputs, which Client may use as set forth in Section 1.2. Client's ownership of Outputs does not alter the parties' respective roles with respect to Personal Data as set forth in the DPA. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement.

- a. Updates. From time to time, Pave may provide upgrades, patches, enhancements or fixes for the Products and Market Data ("Updates"). All Updates are provided without additional charge. Updates will

become part of the Products and Market Data and subject to this Agreement. Pave provides Updates in its sole discretion and has no obligation to provide any Updates.

- b. **Feedback.** Client may, but is not obligated to, provide suggestions, comments or other feedback to Pave regarding the Services (“Feedback”). Pave will have the right to freely use the Feedback, including incorporating Feedback into the Services or other Pave offerings. Pave acknowledges and agrees that all Feedback is provided “AS IS” and without any warranty of any kind. Pave may not publicly attribute any Feedback to Client without Client’s prior written consent. Client hereby grants Pave a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, create derivative works of, and otherwise commercially exploit any suggestion, Feedback, and Client acknowledges and agrees that Pave assumes no obligation of confidentiality or nondisclosure, express or implied with respect to such Feedback or ideas submitted to Pave. For clarity, Feedback does not include Client Data or Client’s Confidential Information.

2 Client Data and Obligations

2.1 Ownership of Client Data; Right and License. As between the parties, Client retains all right, title and interest in and to Client Data and Inputs, including all intellectual property rights therein and including any copies and derivative works of any of the foregoing (excluding Aggregated and De-Identified Data). Client grants Pave a worldwide, non-exclusive, limited, non-transferable right and license (sublicensable solely to Pave’s Sub-Processors and Model Providers) to access, transform and use the Client Data, Inputs and Outputs (a) to perform the Services and (b) to create and use Aggregated and De-Identified Data as described in Section 1.4. Aggregated and De-Identified Data is not Client Data or Client’s Confidential Information and is owned by Pave as set forth in Section 1.4.

2.2 Use of Client’s Name and Logo. Client grants Pave a worldwide, non-exclusive, limited, non-sublicensable, non-transferable right and license to use any applicable Client name and logo, if applicable in the aggregated list of companies using the Market Data Products’ datasets and solely for such purpose. Pave must obtain Client’s prior written consent for all other uses of Client’s name.

2.3 Third-Party Integration Obligations. If Client enables Third-Party Integrations, Client will authorize its Third-Party HR Vendors to integrate with Pave’s Products via such Third-Party Integrations. Client represents and warrants that it has all rights, licenses, permissions and consents necessary to connect, use and access any Third-Party Integrations that it integrates with the Products. Pave cannot and does not guarantee that the Products will incorporate (or continue to incorporate) any particular Third-Party Integration and does not make any representations or warranties with respect to any Third-Party Integration. Pave is not responsible for (a) the operation of any Third-Party Integration, (b) the availability or operation of the Products to the extent such availability or operation is dependent on any Third-Party Integration or (c) any disclosure, modification, deletion, loss or unauthorized use of Client Data (as defined below) resulting from any Third-Party Integration. If Client’s Third-Party HR Vendor refuses to integrate with Pave, it may result in an interruption of Client’s access to the affected features of the Products.

2.4 Client’s Responsibilities for Client Data. Client, not Pave, has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership (or right to use) of all Client Data. Client represents and warrants that it has all rights and has taken all steps (including obtaining any consents and providing any notices) that are legally required for it to instruct Pave to process Client Data as set forth in this Agreement (including, as applicable, the DPA (as defined above)), in each case without any infringement, violation or misappropriation of any third party rights (including, without limitation, intellectual property rights and rights of privacy). Client agrees that it will only provide Client Data that is applicable to the

usage of the Products, and that it shall not provide any information to Pave that is considered (a) “protected health information,” as defined under the Health Insurance Portability and Accountability Act, (b) government issued identification numbers, including Social Security numbers, drivers’ license numbers or other state-issued identification numbers, (c) financial account information, including bank account numbers, (d) payment card data, including credit card or debit card numbers, (e) “special categories of personal data,” as defined under the European Union’s General Data Protection Regulation or any other applicable data privacy law (except racial or ethnic origin submitted through the optional fields designated for that purpose in the Products and permitted by applicable law), including political opinions, religious beliefs, trade union membership, physical or mental health or condition, sexual life or the commission or alleged commission of any crime or offense, or (f) biometric data, including fingerprints, facial recognition data, or voiceprints. Client will not include any such information in free-text fields (including manager comments and Inputs).

2.5 Client Inputs and Outputs. As between Pave and Client, Client owns all Inputs submitted to the AI Services and owns Outputs to the extent set forth in Section 1.7. Client represents and warrants that: (i) Client has all necessary rights to the Inputs for use with the AI Services; and (ii) that submitting Inputs to the AI Services does not violate any rights (including privacy rights, publicity rights, copyrights, contract rights, or other intellectual property rights) of any third party. Use of Inputs includes sharing Client Data as Client directs through the Platform, but Pave will not otherwise disclose Client Data to third parties except (a) as directed by Client, (b) to Sub-Processors and Model Providers in accordance with this Agreement and the DPA, (c) as required by law, or (d) in the form of Aggregated and De-Identified Data. For the avoidance of doubt, if Pave offers professional services whereby it provides inputs to Generative AI on Client’s behalf, Client retains the ownership of the Client Data in those inputs, but the style, structure, crafting and technique of those inputs is owned by Pave. Client understands that Outputs are generated by AI Systems, depend on Inputs and may not be unique. Accordingly, Outputs may be inaccurate, incomplete, inappropriate, or biased. Client is solely responsible for implementing reasonable practices, including human oversight and review, before relying on or using any Outputs and for ensuring its use of Outputs complies with applicable laws and does not infringe third-party rights. Pave’s AI Services are designed to support human users and are not intended to make autonomous employment or compensation decisions without human review. Client remains responsible for final employment and compensation decisions.

2.6 Client Information Requirements. Client shall provide Pave with accurate and complete firmographic information, including but not limited to: (a) legal entity name and jurisdiction of incorporation or formation; (b) primary business address and any additional operational locations; (c) industry classification and primary business activities; (d) number of employees or authorized users; (e) annual revenue range; (f) primary contact information for administrative and billing purposes; and (g) other information reasonably requested by Pave. Client shall update such information within thirty (30) days of any material change or upon periodic request by Pave. Pave shall not disclose Client’s individual firmographic information to third parties except as required by law or with Client’s prior written consent, provided that Pave may share anonymized, aggregated data that does not identify Client. Client shall also provide Pave with Admin Contact Information and keep it current. To the extent Admin Contact Information constitutes personal data, Pave processes it as a controller for account administration, billing, support, security and service communications, in accordance with the Pave Privacy Policy available at <https://pave.com/company/legal/privacy-policy>, and not under the DPA.

3 Fees

Unless otherwise provided on an Order Form, (a) Client will pay all fees set forth on such Order Form (“Fees”) within thirty (30) days of receipt of the applicable invoice and (b) all Fees are payable and will be invoiced annually in advance. All Fees are in USD and do not include any taxes that may apply, including but not limited to any sales, use, value-added, withholding, GST, VAT or similar taxes or levies. Any such taxes are the

responsibility of Client. All purchases of subscriptions to the Products are non-cancelable and all Fees are non-refundable, except as expressly provided herein. Undisputed past due invoices are subject to interest on any outstanding balance of the lesser of 1.0% per month or the maximum amount permitted by law. Client may withhold payment of amounts that it disputes reasonably and in good faith, provided that Client notifies Pave in writing of the dispute (with reasonable detail) before the due date and pays all undisputed amounts when due; the parties will work in good faith to resolve the dispute promptly. If Client's employee count or other applicable metric set forth in an Order Form increases, Pave may true-up Client for such overage by sending written notice and an updated invoice, prorated for the remainder of the then-current Order Form Term and covering increases occurring during the preceding twelve (12) months. Except as otherwise provided in the applicable Order Form, Fees for any Products subject to a Renewal Order Term shall be: (i) subject to up to a five percent (5%) increase on a per-employee basis above the applicable pricing and product offering in the prior Order Form Term, unless Pave provides notice of different pricing at least thirty (30) days prior to the applicable Renewal Order Term; and (ii) invoiced approximately thirty (30) days prior to the start of the Renewal Order Term. The limitation in clause (i) above applies to per-employee pricing only, and any decrease in Client's employee count or other applicable metric set forth in an Order Form shall not be treated as, offset against, or otherwise count toward such limitation. Clause (i) above does not apply to any renewal that requires the mutual written agreement of the parties under Section 7.1, and Client is not entitled to any pricing cap, pricing guarantee or renewal pricing protection with respect to any such renewal. In the event Client issues purchase orders in its normal course of business and furnishes Pave with a purchase order number in advance of the invoice date, Pave will take reasonable effort to reference such PO number on the invoice.

4 Restrictions; Compliance with Laws

- 4.1 Use Restrictions.** Client shall not (and shall not permit its employees or any third party to), directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Products, (b) modify, copy, translate or create derivative works based on the Products, (c) rent, lease, distribute, assign or otherwise transfer or encumber rights to the Products, (d) use the Products for the benefit of a third party, (e) use the Products to build or improve anything competitive with any of the Products or Pave offerings, (f) interfere or attempt to interfere with the proper working of the Products or any activities conducted on the Products, (g) bypass any measures Pave may use to prevent or restrict access to the Products (or networks connected to the Products), (h) "crawl," "scrape," or "spider" any page, data or portion thereof relating to the Products (or any information made available through the Products), whether through manual or automated means, (i) use Market Data to train, re-train or fine-tune any AI Systems, (j) use the AI Services to generate or disseminate content in violation of applicable law (including anti-discrimination, intellectual property, or privacy laws); (k) provide Inputs that infringe third-party rights or contain unlawful content; (l) attempt to evade or disable any safety or content filters built into the AI Services; (m) exceed the usage limits, rate limits or fair use parameters applicable to the AI Services as set forth in the applicable Order Form or Documentation, use the AI Services in a manner that materially degrades the performance, availability or security of the Products for Pave or its other clients, or access the AI Services by automated or programmatic means other than as expressly permitted in the Documentation; or (n) use Market Data, Outputs or the Products to fix, coordinate or align compensation with, or to exchange current or forward-looking compensation information with, any actual or potential competitor of Client, or otherwise in violation of applicable antitrust or competition laws. Client shall not, and shall not permit any third party to, attempt to re-identify any individual, employee, candidate or Client from Market Data or other Aggregated and De-Identified Data, or combine Market Data with other data for that purpose. Client is responsible for all of Client's activity in connection with the Products, including, but not limited to, uploading Client Data onto the Products.

4.2 Compliance with Laws. Each of Pave and Client agrees that it will comply with all applicable local, state, national and foreign laws, treaties and regulations (including those related to data privacy and export) applicable to their respective obligations under this Agreement.

5 Representations and Warranties

5.1 General. Each party represents it has authority to enter into this Agreement. Each party represents and warrants that it has not and will not engage in any conduct that violates applicable federal or state antitrust or competition laws in connection with its performance under this Agreement.

5.2 Performance. Pave warrants substantial conformity of the Services to Documentation during the Term. Client will provide prompt written notice of any non-conformity. Pave's sole obligation and Client's exclusive remedy for a breach of this warranty is for Pave to use commercially reasonable efforts to correct the non-conformity promptly; if Pave fails to do so within thirty (30) days after notice, either party may terminate the affected Order Form and Pave will refund prepaid Fees for the period after termination.

5.3 AI Governance. Pave maintains internal policies governing its development and use of AI Systems, conducts legal and security review of new AI use cases, and maintains SOC 2 Type II attestation and ISO 27001 certification. Pave does not, in providing the AI Services, engage in any practice prohibited under Article 5 of Regulation (EU) 2024/1689 (the "EU AI Act"). Pave has not designed, and does not market, the AI Services for use as a high-risk AI system for the purposes listed in Annex III(4) of the EU AI Act, and the intended purpose of the AI Services is as described in the Documentation. Client shall not deploy or use the AI Services or Outputs as a high-risk AI system within the meaning of Annex III(4) of the EU AI Act, or as the sole or determinative basis for any decision regarding recruitment, promotion, termination or compensation of an individual, without Pave's prior written consent. To the extent the EU AI Act applies, Pave acts as the provider and Client acts as the deployer of the AI Services, and Client is responsible for its own compliance obligations as deployer, including where Client uses Outputs in connection with employment-related decisions.

5.4 Client Representations. Client represents it holds all rights, licenses and consents necessary for Pave to process the Client Data, Inputs and Agent Configuration provided by Client through the AI Services, including any third-party survey or benchmark data Client uploads to the Products and including any restriction in the applicable third-party license on automated, Machine Learning or Generative AI processing of such data.

6 Confidentiality

6.1 Confidentiality Obligations. During the term of this Agreement, either party may disclose or make available ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally, electronically or in physical form, confidential information concerning Disclosing Party and/or its business, technology, products or services that is marked or identified as "confidential" or "proprietary" at the time of disclosure or disclosed in such a manner or is of such a nature that a reasonable person would understand such information to be confidential ("**Confidential Information**"). Client Data and Inputs are Client's Confidential Information and Market Data is Pave's Confidential Information. Aggregated and De-Identified Data is not Client Data or Client's Confidential Information. Each party agrees that during the term of this Agreement and for a period of five (5) years thereafter (and, with respect to trade secrets and Personal Data, for so long as they remain trade secrets or Personal Data in Receiving Party's possession): (a) it will use Disclosing Party's Confidential Information solely for the purposes of this Agreement and (b) it will not disclose Disclosing Party's Confidential Information to any third party (other than Receiving Party's employees, contractors and/or professional advisors on a need-to-know basis who are bound by obligations consistent with those contained herein) without first obtaining Disclosing Party's prior written consent. Receiving Party will protect Disclosing Party's

Confidential Information with at least the same degree of care it uses to protect its own confidential information of a similar nature, and no less than reasonable care. Upon request by Disclosing Party, Receiving Party will return or destroy Disclosing Party's Confidential Information.

6.2 Carve-outs. Confidential Information will not include any information that: (a) is or becomes generally known, through no act or omission of Receiving Party, (b) was previously known by Receiving Party without restriction, (c) is disclosed to Receiving Party by a third party without restriction and without breach of any separate nondisclosure obligation or (d) was independently developed by Receiving Party without use of or reference to any of Disclosing Party's Confidential Information. Receiving Party may disclose Disclosing Party's Confidential Information to the extent it is legally compelled to do so; provided, however, that prior to any such disclosure, Receiving Party will, to the extent legally permitted, (i) promptly notify Disclosing Party of such requirement to disclose and (ii) cooperate with Disclosing Party, at Disclosing Party's expense, in protecting against or minimizing any such disclosure or obtaining a protective order.

6.3 Remedies. Receiving Party acknowledges and agrees that: (a) unauthorized disclosure or use of Disclosing Party's Confidential Information may cause Disclosing Party irreparable harm and significant injury, the extent of which will be difficult to ascertain and for which there may be no adequate remedy at law and (b) Disclosing Party, without limitation, shall have the right to seek immediate injunctive or other equitable relief enjoining any breach or threatened breach hereof, without posting bond or other security and without proving actual damages.

7 Term; Termination; Suspension

7.1 Term. The term of this Agreement (the "Term") will commence on the Effective Date and continue until all Order Forms have terminated and all Third-Party Integrations have been removed by Client, unless earlier terminated as set forth herein. Except as may be otherwise set forth on an Order Form, (a) the initial term of each Order Form shall be twelve (12) months (the "**Initial Order Term**") and (b) the Order Form shall automatically renew for additional one (1) year periods (each a "**Renewal Order Term**" and, together with the Initial Order Term, the "**Order Form Term**"), unless either party requests termination in writing at least thirty (30) days prior to the end of the Initial Order Term or then-current Renewal Order Term, as applicable. Where an Order Form does not provide for automatic renewal, such Order Form will expire at the end of its then-current Order Form Term and any renewal will require the mutual written agreement of the parties, documented in a new Order Form specifying the applicable Order Form Term and Fees. Order Form line items priced at zero dollars (\$0) are not eligible for automatic renewal and will expire at the end of the then-current Order Form Term unless the parties agree otherwise in a signed Order Form. For any Order Form subject to automatic renewal, Pave may make changes to the Products, packaging and product configuration applicable to the Renewal Order Term upon at least thirty (30) days' written notice prior to the start of such Renewal Order Term, which notice may be given together with any notice of different pricing under Section 3. Client's request for, or receipt of, a quote, proposal or new Order Form from Pave does not, by itself, constitute notice of termination or non-renewal under this Section 7.1.

7.2 Suspension. In the event Client breaches Sections 3 (*Fees*) or 4 (*Restrictions; Compliance with Laws*), Pave may suspend or limit Client's access to or use of the affected Products to the extent reasonably necessary; provided, however, that Pave (a) will give Client at least ten (10) days' prior written notice (including, for non-payment, an opportunity to pay undisputed amounts) and will use commercially reasonable efforts to work with Client to resolve the issue prior to such suspension or limitation, except that Pave may suspend immediately, with notice as soon as practicable, where reasonably necessary to prevent or respond to a security threat to the Products or other customers and (b) will reinstate Client's use of or access to the Products as soon as reasonably practicable.

- 7.3 Termination.** Either party may terminate this Agreement or any Order Form if the other party materially breaches this Agreement or the applicable Order Form and the breaching party fails to cure such breach within thirty (30) days after receipt of written notice of the breach. If this Agreement or an Order Form is terminated due to Pave's material breach, Pave shall promptly refund to Client any pre-paid Fees for subscriptions that would have been provided after the date of termination. If this Agreement or an Order Form is terminated due to Client's material breach, Client will pay Pave in full all Fees, if any, owing for the remainder of the Order Form Term and shall not be entitled to any refunds of pre-paid Fees. For Clients located in the European Union, the terms of the EU Data Act addendum at <https://pave.com/company/legal/eu-data-act-addendum> are incorporated herein by reference and Client may terminate for convenience upon sixty (60) days' written notice after the first twelve (12) months of the Initial Order Term.
- 7.4 Effect of Expiration or Termination.** Upon expiration or termination of this Agreement, all Order Forms shall also terminate and Client must stop using the Products. In addition, upon such expiration or termination, Pave will make all Client Data available to Client for electronic retrieval for a period of thirty (30) days (the "Retrieval Period") and provide reasonable assistance in the retrieval of Client Data by Client as Client requests and at Client's expense. The following Sections will survive expiration or termination of this Agreement: 1.4 (Pave's Data), 1.5 (Usage Data), 1.7 (Pave's Intellectual Property Rights), the Outputs license in 1.2, 2 (*Client Data and Obligations*), 3 (*Fees*), 4 (*Restrictions; Compliance with Laws*), 6 (*Confidentiality*), 7 (*Term; Termination; Suspension*), 9 (*Indemnification*), 10 (*Disclaimer*), 11 (*Limitation of Liability*) and 12 (General Provisions), and the DPA to the extent Pave retains Personal Data. Following the Retrieval Period, Pave will delete Client Data within ninety (90) days (except that copies in routine backups will be deleted in the ordinary course of Pave's backup rotation, and in any event within the period stated in Schedule C to the DPA), and will certify deletion upon Client's written request. Nothing in this Section limits Pave's rights in Aggregated and De-Identified Data.
- 8 Insurance for Services.** Pave will maintain the following minimum insurance coverages, at its own expense, during the term of this Agreement: (a) Commercial General Liability covering products/operations, bodily injury, property damage, and personal injury with a limit of \$1,000,000 per occurrence; (b) Statutory Workers' Compensation coverage as required by state law with employer's liability coverage of \$1,000,000 per occurrence for bodily injury; (c) Errors & Omissions coverage with limits of at least \$2,000,000 per claim and in the aggregate; and (d) Cyber liability insurance, either standalone or as part of an Errors & Omissions policy, that includes network security and privacy liability with limits of at least \$3,000,000 per claim. The foregoing policies will be issued by a carrier with an A.M. Best Company rating of at least A-, VII. Pave will provide a certificate of insurance evidencing the agreed-upon coverages upon Client's written request.
- 9 Indemnification**
- 9.1 Indemnification by Pave.**
- a. Pave shall defend at its sole expense and indemnify Client, its affiliates and each of its and its affiliates' employees, directors and representatives from all third party actions, claims and proceedings and pay all damages, liabilities and expenses that are finally awarded in a judgment or agreed to in a settlement ("**Losses**") that arise from or relate to any claim that any Product or Market Data infringes, violates or misappropriates any third party intellectual property or proprietary right. Pave's obligations under this Section 9.1(a) apply only if Client has used the Products (including any AI Services and Outputs) in accordance with this Agreement and the Documentation.

- b. The foregoing obligations of Pave do not apply with respect to the Products or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by Pave, (ii) made in whole or in part in accordance with Client specifications, (iii) modified by anyone other than Pave after delivery by Pave, (iv) combined with other products, processes or materials not provided by Pave, where the alleged Losses would not have occurred but for such combination, (v) Client continues the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, (vi) Client's use of the Products or Outputs is not strictly in accordance herewith, (vii) Client's provision of Client Data or Inputs, or Client's modification of Outputs, or use or distribution of Outputs in breach of this Agreement, infringes, violates, or misappropriates any third-party rights; (viii) Client's use of any Third-Party Integrations or third-party AI providers selected by Client (and not Model Providers engaged by Pave) in connection with the Products; or (ix) Outputs, except to the extent the alleged infringement arises from Market Data or other Pave content contained in such Outputs.
- c. If any Product or Market Data is, or in Pave's reasonable opinion is likely to become, the subject of an infringement claim, Pave may, at its option and expense, (i) procure the right for Client to continue using it, (ii) modify or replace it so that it is non-infringing without material loss of functionality, or (iii) if neither is commercially reasonable, terminate the affected Order Form and refund prepaid Fees for the period after termination. This Section 9 states Pave's entire liability, and Client's exclusive remedy, for third-party infringement claims.

9.2 Indemnification by Client. Client shall defend at its sole expense and indemnify Pave, its affiliates and each of its and its affiliates' employees, directors and representatives from all third party actions, claims and proceedings and pay all Losses that arise from or relate to (a) any claim that Client Data and/ or Inputs infringes, violates or misappropriates any third party intellectual property or proprietary right (b) Client's breach of Section 2.3 (Third-Party Integration Obligations), (c) Client's breach of Section 4.1 (Use Restrictions), including any attempt to re-identify individuals or Clients from Market Data or to use Market Data to train, re-train or fine-tune any AI System, or (d) Client's use of Outputs in connection with any employment, compensation or other decision affecting an individual, including any claim under applicable employment, anti-discrimination, pay transparency or automated decision-making laws.

9.3 Indemnification Procedures. Each party's indemnification obligations hereunder shall be conditioned upon the other party as indemnitee providing the indemnifying party with: (a) prompt written notice of any claim; provided, however, that a failure to provide such notice shall only relieve the indemnifying party of its indemnity obligations if the indemnifying party is materially prejudiced thereby, (b) sole control over the defense and settlement of any claim; provided, however, that the other party as indemnitee may participate in such defense and settlement at its own expense and provided further that the indemnifying party shall not agree to a settlement for anything other than monetary damages without the consent of the indemnitee and (c) reasonable information and assistance in connection with such defense and settlement, at the indemnifying party's expense.

10 Disclaimer

DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS AND ANY RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, PAVE DOES NOT WARRANT THAT CLIENT'S USE OF THE PRODUCTS WILL BE SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT THE PRODUCTS WILL MEET CLIENT'S REQUIREMENTS.

TRIAL SERVICES. ANY SERVICES OFFERED AS A BETA, FREE, TRIAL OR PROOF OF CONCEPT ("TRIAL SERVICES") ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND PAVE SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO BETA, FREE, TRIAL OR PROOF OF CONCEPT SERVICES DURING SUCH PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE PAVE'S LIABILITY WITH RESPECT TO BETA, FREE, TRIAL OR PROOF OF CONCEPT SERVICES PROVIDED DURING SUCH BETA, FREE, TRIAL OR PROOF OF CONCEPT SHALL NOT EXCEED \$10,000.00. WITHOUT LIMITING THE FOREGOING, PAVE DOES NOT REPRESENT OR WARRANT TO CLIENT THAT: (A) CLIENT'S USE OF THE BETA, FREE, TRIAL OR PROOF OF CONCEPT SERVICES DURING THE PERIOD WILL MEET CLIENT'S REQUIREMENTS, (B) CLIENT'S USE OF THE BETA, FREE, TRIAL OR PROOF OF CONCEPT SERVICES DURING THE PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR. SECTION 11 (LIMITATION OF LIABILITY) APPLIES TO CLIENT'S USE OF THE TRIAL SERVICES; PROVIDED THAT, BECAUSE NO FEES MAY HAVE BEEN PAID, THE CAP UNDER SECTION 11.2 AS APPLIED TO PAVE'S LIABILITY FOR TRIAL SERVICES WILL BE \$10,000.00.

11 Limitation of Liability

- 11.1 Waiver of Consequential Damages.** IN NO EVENT SHALL EITHER PARTY, OR ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR PARTNERS, BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT FOR ANY LOST PROFITS, COST OF PROCUREMENT OR SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, REGARDLESS OF THE NATURE OF THE CLAIM AND EVEN IF A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSION DOES NOT APPLY TO (I) A PARTY'S INDEMNIFICATION OBLIGATIONS WITH RESPECT TO AMOUNTS PAYABLE TO THIRD PARTIES, (II) CLAIMS ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (III) BREACH RESPONSE COSTS (AS DEFINED IN SECTION 11.3).
- 11.2 Limitation of Liability.** EXCEPT (i) FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS; (ii) EITHER PARTY'S MATERIAL BREACH OF SECTION 6; (iii) PAVE'S BREACH OF ITS DATA SECURITY OBLIGATIONS UNDER SECTION 1.3(c) OF THIS AGREEMENT OR SECTION 6 OF THE DPA (INCLUDING SCHEDULE C), (SECTION 11.2(i), (ii) AND (iii) COLLECTIVELY, THE "EXCLUSIONS"); AND (iv) CLAIMS ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS PAID OR PAYABLE TO PAVE DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT FIRST GIVING RISE TO THE LIABILITY.
- 11.3 Super Cap.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, EACH PARTY'S LIABILITY WITH RESPECT TO THE EXCLUSIONS SHALL NOT EXCEED THREE (3) TIMES THE AMOUNTS PAID OR PAYABLE TO PAVE DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT FIRST GIVING RISE TO THE LIABILITY. FOR PURPOSES OF THIS SECTION 11, "BREACH RESPONSE COSTS" MEANS THE REASONABLE, DOCUMENTED COSTS INCURRED BY CLIENT, AS A RESULT OF PAVE'S BREACH

OF ITS DATA SECURITY OBLIGATIONS, OF NOTIFICATIONS TO AFFECTED INDIVIDUALS AND REGULATORS REQUIRED BY LAW, FORENSIC INVESTIGATION, AND CREDIT MONITORING OR IDENTITY PROTECTION SERVICES FOR AFFECTED INDIVIDUALS WHERE REQUIRED BY LAW OR REASONABLY CUSTOMARY, WHICH THE PARTIES AGREE ARE DIRECT DAMAGES.

12 General Provisions

12.1 Complete Agreement; Amendment. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, including the usage of all Products, and supersedes all prior or contemporaneous communications, proposals, understandings or agreements of any kind (whether oral, written or electronic) with respect hereto. Client agrees that its subscription(s) hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Pave regarding future functionality or features, other than any feature commitments expressly agreed in an Order Form signed by both parties. Any inconsistent or additional terms not expressly incorporated herein shall have no effect under this Agreement. Any Services performed by Pave under a statement of work (each, a "SOW") are subject to the terms of this Agreement. In the event of any conflict or inconsistency between this Agreement and any Order Form, SOW or other document entered into between the parties, the terms of this Agreement will control, except that (a) an Order Form or SOW will control to the extent it expressly states that it amends an identified provision of this Agreement and is signed by both parties, and (b) with respect to the processing of Personal Data, the Standard Contractual Clauses and then the DPA will control, in that order, as set forth in the DPA. The headings of the sections of this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. Except as otherwise provided herein, this Agreement may be amended or waived only by a writing executed by both parties. Any change to an existing Order Form, including any change made in connection with a renewal, requires a writing signed by both parties, other than a headcount true-up invoiced by Pave in accordance with Section 3. The parties may execute any documents hereunder in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement.

12.2 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in San Francisco, California.

12.3 Changes Required by Law. Pave may modify the DPA and any addenda or service terms made available at a URL referenced in this Agreement to the extent reasonably necessary to reflect a change in applicable law, regulation, regulatory guidance, or the decision of a competent authority or court, or to reflect a change in the mechanisms available for the lawful transfer of Personal Data. Pave will provide Client with at least thirty (30) days' prior written notice of any such modification, except where a shorter period is required to comply with applicable law. No such modification will materially reduce Client's rights, or materially increase Client's obligations or Fees, other than as necessary to comply with the applicable legal requirement. If a modification made under this Section is materially adverse to Client, Client may terminate the affected Order Form upon thirty (30) days' written notice given within thirty (30) days of Pave's notice, and Pave will refund any pre-paid Fees for subscriptions that would have been provided after the effective date of termination. Any other amendment to this Agreement requires a writing executed by both parties in accordance with Section 12.1. Except as provided in this Section, Pave will not make changes to service terms made available at a URL referenced in this Agreement that materially reduce Client's rights during an Order Form Term.

- 12.4 Assignment.** Neither party may assign this Agreement, or its rights or obligations hereunder, without the other party's prior written consent; provided, however, that either party may assign this Agreement and all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a merger, reorganization, sale of all or substantially all of such party's assets, change of control or operation of law; provided that neither party may assign this Agreement under this proviso to a direct competitor of the other party without the other party's prior written consent.
- 12.5 Notices.** All notices delivered by Pave to you under this Agreement will be delivered via email or regular mail to the contacts set forth on the applicable Order Form. Notices to Pave under this Agreement should be sent by email to legal@pave.com or by first class mail to Trove Information Technologies, Inc. dba Pave, 595 Market St., Suite 2000, San Francisco, CA 94105, Attention: Legal.
- 12.6 Force Majeure.** Neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including without limitation fire, flood, earthquake, denial of service attacks, pandemics, Internet failures, acts of war, labor disruptions, or any laws, acts or restraints of any government or governmental authority; provided, however, that the affected party must make commercially reasonable efforts to mitigate the impact of the force majeure event. Force majeure does not excuse (a) payment obligations or (b) Pave's obligations under Section 1.3(c) or the DPA to maintain security and disaster-recovery measures.
- 12.7 Independent Contractors; No Third-Party Beneficiaries.** No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. There are no third-party beneficiaries under this Agreement.
- 12.8 Severability; Waiver.** If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be modified only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.

Exhibit A

Defined Terms

DEFINITIONS

"Affiliate(s)" means, with respect to a party, any entity which directly or indirectly controls, is controlled by, or is under common control with such party.

"Aggregated and De-Identified Data" has the meaning set forth in Section 1.4.

"AI Services" means the features of Products offered by Pave to Client that incorporate Machine Learning, Generative AI, image recognition, voice recognition or other technology defined as an AI System.

"AI System" is an engineered or machine-based system that, for a given set of objectives, generates outputs such as predictions, recommendations, or decisions influencing real or virtual environments, as defined by the NIST AI Risk Management Framework ("NIST AI RMF"). Where this Agreement refers to the EU AI Act, "AI System" has the meaning given in that regulation.

"Client Data" means any data, information or other material related to Client's or its affiliates' employees or candidates or to Client's compensation programs, job architecture or organizational structure (including third-party survey data uploaded by Client), that is provided, uploaded or submitted by Client to the Products, including through the Third-Party Integrations. Client Data does not include Aggregated and De-Identified Data.

"Core AI Processing" has the meaning set forth in Section 1.6(a).

"Documentation" means the published instructions and manuals of the Platform, as updated or amended from time to time, and provided or made available by Pave to Client.

"Generative AI" means model-based systems that generate content (such as text, summaries, or suggestions), whether developed by Pave or provided by third parties, including pre-trained large language models invoked by Pave as part of the Products.

"Inputs" means the prompts, inputs, texts, pictures, audio and other content submitted to the AI Services by Client and its Users.

"Machine Learning" refers to an AI System that enables neural networks and other statistical models, but excluding rules-based logic and conventional descriptive statistics and aggregation methods, that learn patterns from data to make predictions or classifications.

"Market Data Products" means the Products that use or display Market Data.

"Market Data" means the Aggregated and De-Identified Data that Pave makes available to Client through the Market Data Products.

"Order Form" means an accepted order form or other ordering document specifying the Services to be provided, entered into between Client and Pave.

"Outputs" means any response, output, summary, recommendation, score or flag generated by the AI Services, whether or not in response to an Input.

"Pave Agent" means the AI Service that uses Generative AI to perform multi-step compensation workflows for Users within the Products, including internal equity analysis, population health scans, market benchmarking, cycle auditing and ad-hoc compensation queries.

"Platform" means Pave's proprietary cloud-based software application that includes automated tools and AI Services made available to Client as further described in the corresponding Order Form and Documentation.

"Products" means the technology products offered by Pave and made available to Client as described on the applicable Order Form, in the Documentation, or on Pave's website at www.pave.com.

"Seats" means the individual, limited, non-transferable licenses specified in an applicable Order Form that authorize designated Users to access and use the Services during the applicable Order Form Term, subject to the terms of this Agreement.

"Services" means the Platform, AI Services, Documentation, professional support services, implementation services or any other products or services offered by Pave and detailed on an Order Form signed by Client.

"Sub-Processors" has the meaning set forth in Section 5.1 of the DPA.

"Third-Party HR Vendors" means Client's third-party compensation and human resources vendors.

"Third-Party Integrations" means the real-time integrations with third-party vendors engaged by Client to provide human resources and other candidate or employee services to Client (ex. HRIS, compensation and equity management platforms). These Third-Party Integrations are facilitated through the integration methods made available to Pave from Client's Third-Party HR Vendors, which may include application programming interfaces (APIs).

"User(s)" means Client's employees, agents, contractors, service providers, or consultants who access or use the Services as authorized by Client.

"Admin Contact Information" means the business contact details of Client's administrators, billing contacts and other personnel designated by Client for the administration of the Services, including name, business email address, business telephone number, job title and account credentials.

"Usage Data" means data and telemetry generated or collected by Pave relating to the configuration, performance, availability and use of the Services, including log data, feature usage, session and event metadata, error and diagnostic data, and aggregated usage metrics, in each case excluding Client Data, Inputs and Outputs.

Exhibit B

Service Level Agreement

1. Support Services.

Pave will provide Client with standard support services as described at <https://www.pave.com/company/legal/service-terms>

2. Uptime Commitment.

Pave will maintain the availability of the Products at an uptime percentage of at least 99.5% per calendar month, measured monthly and excluding scheduled maintenance windows and any downtime caused by factors outside Pave's reasonable control (including Third-Party Integrations, Client's systems or network, or force majeure events) ("Uptime Commitment").

3. Service Credits.

If Pave fails to meet the Uptime Commitment in any calendar month, Client may be eligible for service credits as set forth at <https://www.pave.com/company/legal/service-terms>, which, together with the termination right in Section 4 below, shall be Client's sole and exclusive remedy for any failure to meet the Uptime Commitment. Service credits must be requested in writing within thirty (30) days following the end of the month in which the failure occurred.

4. Chronic Failure.

If Pave fails to meet the Uptime Commitment in any three (3) months in a rolling six (6)-month period, Client may terminate the affected Order Form on thirty (30) days' written notice given within thirty (30) days after the end of the third such month, and Pave will refund prepaid Fees for the period after the effective date of termination.

Exhibit C



Data Processing Addendum

This Data Processing Addendum (this “**DPA**”) supplements the Master Subscription Agreement (the “**Agreement**”) by and between Trove Information Technologies, Inc. dba Pave (“**Pave**”) and the customer named in the Agreement (“**Customer**”), and is incorporated into and forms part of the Agreement. Any term not defined in this DPA shall have the meaning set forth in the Agreement. Pave and Customer hereby agree that the following terms govern Pave’s processing of, and Customer’s provision to Pave of, any Personal Data (as defined below) pursuant to the Agreement.

1. Definitions

“**Affiliate**” has the meaning set forth in the Agreement.

“**Aggregated and De-Identified Data**” shall have the meaning set forth in the Agreement.

“**Data Protection Laws**” means any applicable laws and regulations in any relevant jurisdiction relating to the processing of Personal Data including: (a) the California Consumer Privacy Act, as amended by the California Privacy Rights Act, along with its associated regulations (the “**CCPA**”), (b) the General Data Protection Regulation (Regulation (EU) 2016/679) (the “**EU GDPR**” or “**GDPR**”), (c) the Swiss Federal Act on Data Protection, (d) the EU GDPR as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the “**UK GDPR**”), (e) the UK Data Protection Act 2018, (f) the Privacy and Electronic Communications (EC Directive) Regulations 2003 and (g) similar comprehensive privacy laws in effect in U.S. states other than California (together with the CCPA, “**U.S. State Privacy Laws**”); in each case, as updated, amended or replaced from time to time and including any implementing regulations. For the avoidance of doubt, if Pave’s processing activities involving Personal Data are not within the scope of a given Data Protection Law, such law is not applicable for purposes of this DPA.

The terms “**Data Subject**”, “**Personal Data Breach**”, “**processing**”, “**processor**”, “**controller**” and “**supervisory authority**” shall have the meanings set forth in the GDPR, unless another Data Protection Law is more directly applicable to the processing than the GDPR, in which case the definitions of these terms or analogous terms in such other law will apply.

“**EU SCCs**” means the standard contractual clauses approved by the European Commission in Commission Decision 2021/914 dated 4 June 2021 for transfers of Personal Data to countries not otherwise recognized as offering an adequate level of protection for Personal Data by the European Commission (as amended and updated from time to time).

“**Personal Data**” includes “personal data,” “personal information,” “personally identifiable information,” and similar terms, as such terms are defined pursuant to Data Protection Laws, that Pave processes pursuant to the Agreement. Personal Data does not include Aggregated and De-Identified Data.

“**Products**” shall have the meaning set forth in the Agreement.

“**Standard Contractual Clauses**” means either or both of the EU SCCs or UK SCCs, as the context requires.

“**UK SCCs**” means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses.

2. Roles of the Parties; Customer’s Obligations

- 2.1 Customer may act either as a data controller (for purposes of the CCPA, a “business,” as defined in the CCPA) or data processor (for purposes of the CCPA, a “service provider,” as defined in the CCPA). Except as expressly set forth in this DPA and except with respect to Admin Contact Information (which Pave processes as a controller as described in Section 2.6 of the Agreement and which is outside the scope of this DPA), Pave is a data processor (for purposes of the CCPA, a “service provider,” as defined in the CCPA). The parties’ obligations with respect to these roles are stated below.
- 2.2 Customer represents and warrants that it shall, in its use of the Products, at all times process Personal Data, and provide instructions for the processing of Personal Data, in compliance with Data Protection Laws, including that:
 - 2.2.1 Customer has taken all steps (including obtaining any consents and providing any notices) that are legally required for it to instruct Pave to process the Personal Data as set forth in the Agreement and this DPA;
 - 2.2.2 Customer is solely responsible for the accuracy, quality and legality of (i) the Personal Data provided to Pave by or on behalf of Customer, (ii) the means by which Customer acquired any such Personal Data and (iii) the instructions it provides to Pave regarding the processing of such Personal Data; and
 - 2.2.3 Customer shall not provide or make available to Pave any Personal Data in violation of the Agreement or Data Protection Laws. Where Customer uses the AI Services and the outputs of such Services may inform, influence, or be used in connection with employment or compensation decisions affecting Data Subjects, Customer is responsible for ensuring that: (i) Customer has identified and documented a valid lawful basis under applicable Data Protection Laws (including Article 6 of the GDPR, where applicable) for the processing of Personal Data through the AI Services for such purposes; (ii) where required by applicable Data Protection Laws, Customer has provided Data Subjects with appropriate notice of the use of automated processing in connection with employment or compensation-related decisions; and (iii) to the extent any AI Services output constitutes automated decision-making with legal or similarly significant effects on Data Subjects within the meaning of Article 22 of the GDPR or analogous provisions of applicable Data Protection Laws, Customer has implemented appropriate safeguards, including the right to human review, and has ensured such processing complies with applicable law. Pave’s AI Services are designed to support, not replace, human judgment, and Customer remains solely responsible for all final employment and compensation decisions. Pave will make available to Customer, on request, reasonable documentation regarding the intended use, capabilities and limitations of the AI Services, and will provide reasonable assistance (subject to Section 9.1) with Customer’s assessments of its use of the AI Services under Data Protection Laws governing automated decision-making.

3. Pave’s Processor Obligations

- 3.1 Pave shall process Personal Data only (a) on Customer’s behalf, (b) for the purposes set forth in the Agreement and/or Schedule A, (c) in accordance with the Agreement, this DPA or any other documented instructions provided by Customer and (d) in compliance with Data Protection Laws. Customer hereby instructs and permits Pave to process Personal Data in accordance with the foregoing and as part of any processing initiated by Customer in its use of the Products, including by: (i) aggregating and de-identifying Personal Data in order to facilitate such purposes; (ii) using automated and AI-assisted processing, including Generative AI, to normalize, de-identify, and map Personal Data (including employee job titles and organizational data) to Pave’s job catalog, which processing is integral to the delivery of the Products and cannot be disabled; (iii) using AI and Generative AI tools in Pave’s internal business operations in connection with providing the Services, including implementation, customer support, and integration assistance, provided that Pave shall not use Personal Data processed through such internal operations to train any machine learning or

Generative AI model, or feed outputs of such processing back into Customer's product instance, in each case without Customer's prior written consent; and (iv) to the extent Customer uses the Pave Agent, operating the Pave Agent in response to User prompts and in accordance with any Agent Configuration submitted by Customer, and generating, storing and retaining Conversation Data as described in Schedule A. Customer acknowledges that prompts submitted by its Users and any Agent Configuration it establishes constitute documented instructions of Customer for purposes of this Section 3.1, and Customer is solely responsible for their content and for the Personal Data made available to the Pave Agent through them. Personal Data transmitted to a provider of pre-trained third-party foundation models is processed for inference only and is not retained or used by such provider to train, re-train or fine-tune any model. The processing described in clauses (ii) and (iii) of this paragraph constitutes Core AI Processing as defined in the Agreement and Customer's execution of this DPA constitutes its documented instruction to Pave to perform such processing.

- 3.2 Pave shall promptly notify Customer if an instruction of Customer, in Pave's opinion, infringes Data Protection Laws.
- 3.3 As required under U.S. State Privacy Laws, Pave will:
 - 3.3.1 not retain, use or disclose the Personal Data outside of the direct business relationship between Customer and Pave or for any purpose (including any commercial purpose) not set forth in this DPA;
 - 3.3.2 not "sell" or "share" any Personal Data or use Personal Data for purposes of "targeted advertising", as such terms are defined in U.S. State Privacy Laws;
 - 3.3.3 not attempt to re-identify any pseudonymized, anonymized, aggregate or de-identified Personal Data without Customer's express written permission;
 - 3.3.4 comply with any applicable restrictions on combining Personal Data with personal data that Pave receives from, or on behalf of, another person or persons, or that Pave collects from any interaction between it and any individual;
 - 3.3.5 provide at least the same level of protection for Personal Data as is required under U.S. State Privacy Laws;
 - 3.3.6 not otherwise engage in any processing of Personal Data that is prohibited or not permitted by "processors" or "service providers"; and
 - 3.3.7 promptly notify Customer if Pave determines that it (i) can no longer meet its obligations under this DPA or Data Protection Laws or (ii) has breached this DPA, and shall cooperate to remediate such breach.
 - 3.3.8 Where permitted under the CCPA, Customer may, upon notice, take reasonable steps to (a) remediate unauthorized use of Personal Data subject to the CCPA and (b) ensure Pave processes Personal Data subject to the CCPA in a manner consistent with Customer's obligations under the CCPA.
 - 3.3.9 Notwithstanding the foregoing, Pave's use of automated and AI-assisted processing (including Generative AI) for de-identification, job catalog mapping, and internal business operations as described in Section 3.1 of this DPA is a business purpose of the Products, performed on Customer's documented instructions under this DPA and, to the extent applicable, consistent with the permitted service provider uses described in U.S. State Privacy Laws.
- 3.4 Notwithstanding anything in this Section 3, if Pave is required to process Personal Data in a manner inconsistent with this DPA by the laws or supervisory authority to which Pave is subject, it may do so; in such a case, Pave shall inform Customer of that legal requirement before such processing, unless relevant law prohibits doing so on important grounds of public interest.
- 3.5 The subject matter, nature, purpose and duration of processing, as well as the types of Personal Data processed and categories of Data Subjects, are described in Schedule A.

- 3.6 AI Services Access Controls. The AI Services, including the Pave Agent, operate within the same access control and authorization framework as the other Products, and may access and process Personal Data only to the extent the authenticated User is authorized to access such Personal Data. Pave subjects new AI use cases to internal legal and security review prior to release and maintains internal policies governing its use of AI Systems.
- 3.7 On termination or expiration of the Agreement, Pave shall, at Customer's choice, return or delete the Personal Data within the period, and subject to the backup rotation, described in Section 7.4 of the Agreement. If return or destruction of Personal Data is unfeasible or prohibited by law, rule or regulation, Pave shall take measures to permanently render unreadable or inaccessible such Personal Data (except to the extent necessary for its continued hosting or processing as required by law, rule or regulation) and this DPA shall continue to apply to such Personal Data as long as it remains in Pave's possession, custody or control. If Customer and Pave have entered into Standard Contractual Clauses as described in Section 7 (*Transfers of Personal Data*), the parties agree that the certification of deletion of Personal Data that is described in Clause 8.1(d) and Clause 8.5 of the EU SCCs shall be provided by Pave to Customer only upon Customer's request.

4. Confidentiality

Pave shall process Personal Data subject to the confidentiality provisions of the Agreement. Pave shall ensure that any person it authorizes to process Personal Data has agreed to protect Personal Data in accordance with Pave's confidentiality obligations in the Agreement.

5. Sub-Processors

- 5.1 Customer acknowledges and agrees that Pave may engage its Affiliates and other subcontractors (including Model Providers, as defined in the Agreement) to process Personal Data in accordance with the provisions of this DPA and Data Protection Laws ("**Sub-Processors**"). By agreeing to this DPA, Customer provides general written authorization to Pave to engage (a) the Sub-Processors listed at <https://www.pave.com/subprocessors> (the "**Sub-Processor List**") and (b) Sub-Processors subsequently added to the Sub-Processor List to which Customer does not object in accordance with this Section 5.
- 5.2 Pave may add Sub-Processors to the Sub-Processor List from time to time in accordance with the terms of this DPA. Pave may provide a mechanism to subscribe to notifications of new Sub-Processors and Customer agrees to subscribe to such notifications where available. At least thirty (30) days before enabling a new Sub-Processor to process Personal Data, Pave will add such new Sub-Processor to the Sub-Processor List and notify Customer. Within thirty (30) days of receiving such notice, Customer may notify Pave in writing of any objection to the engagement of the new Sub-Processor based on the reasonable belief that the new Sub-Processor will not be able to provide an appropriate level of protection to Personal Data. Customer acknowledges that certain Sub-Processors are essential to providing the Products and that objecting to the use of a Sub-Processor may prevent Pave from offering the Products to Customer.
- 5.3 If Customer reasonably objects to Pave engaging a Sub-Processor in accordance with Section 5.2 and Pave cannot provide a commercially reasonable alternative within a reasonable period of time, Customer may discontinue the use of the affected Product(s) (but not any unaffected Product) by providing prior written notice to Pave. Customer may receive a refund of pre-paid Fees for subscriptions to the affected Product(s) (but not any unaffected Product) that would have been provided after the date of discontinuation.
- 5.4 If Customer does not object to the engagement of a new Sub-Processor in accordance with Section 5.2, that new Sub-Processor will be authorized to process the Personal Data.
- 5.5 Pave will enter into a written agreement with the new Sub-Processor imposing data protection obligations no less protective than those imposed on Pave under this DPA with respect to the

protection of Personal Data. In case a Sub-Processor fails to fulfill its data protection obligations under such written agreement with Pave, Pave will remain liable to Customer for such failure.

- 5.6 If Customer and Pave have entered into Standard Contractual Clauses as described in Section 7 (*Transfers of Personal Data*), (a) the above authorizations will constitute Customer's prior written consent to the subcontracting by Pave of the processing of Personal Data if such consent is required under the Standard Contractual Clauses and (b) the parties agree that the copies of the agreements with Sub-Processors that must be provided by Pave to Customer pursuant to Clause 9(c) of the EU SCCs may have commercial information, or information unrelated to the Standard Contractual Clauses or their equivalent, removed by Pave beforehand, and that such copies will be provided by Pave only upon written request by Customer.

6. Security of Personal Data

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Pave shall maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk of processing Personal Data. Schedule C sets forth additional information about Pave's technical and organizational security measures.

7. Transfers of Personal Data

- 7.1 The parties agree that Pave may transfer Personal Data processed under this DPA outside the EEA, the UK or Switzerland as necessary to provide the Products. Customer acknowledges that Pave's primary processing operations take place in the United States, and that the transfer of Personal Data to the United States is necessary for the provision of the Products to Customer. If Pave transfers Personal Data protected under this DPA to a jurisdiction for which the European Commission has not issued an adequacy decision, Pave will ensure that appropriate safeguards have been implemented for the transfer of Personal Data in accordance with Data Protection Laws.
- 7.2 **Transfers of EEA Personal Data.** To the extent legally required, the EU SCCs are deemed incorporated into this DPA by reference and take precedence over the rest of this DPA to the extent of any conflict. The EU SCCs are completed as follows:
- 7.2.1 *Module Two (Controller to Processor)* of the EU SCCs apply when Customer is a controller and Pave is processing Personal Data for Customer as a processor.
 - 7.2.2 *Module Three (Processor to Sub-Processor)* of the EU SCCs apply when Customer is a processor and Pave is Customer's sub-processor.
 - 7.2.3 For each module, where applicable, the following applies:
 - 7.2.4 The optional docking clause in Clause 7 does not apply;
 - 7.2.5 In Clause 9, Option 2 (*general written authorization*) applies, and the minimum time period for prior notice of sub-processor changes shall be as set forth in Section 5.2 of this DPA;
 - 7.2.6 In Clause 11, the optional language does not apply;
 - 7.2.7 In Clause 17 (*Option 1*), the EU SCCs will be governed by Irish law;
 - 7.2.8 In Clause 18(b), disputes will be resolved before the courts of Ireland;
 - 7.2.9 Schedule B to this DPA contains the information required in Annex I of the EU SCCs;
 - 7.2.10 Schedule C to this DPA contains the information required in Annex II of the EU SCCs; and
 - 7.2.11 By entering into this DPA, the parties are deemed to have signed the EU SCCs incorporated herein, including their Annexes.
- 7.3 **Transfers of UK Personal Data.** To the extent legally required, with respect to Personal Data transferred from the United Kingdom for which United Kingdom law (and not the law in any European Economic Area jurisdiction) governs the international nature of the transfer, the UK SCCs are

incorporated into this DPA by reference and take precedence over the rest of this DPA to the extent of any conflict. The Tables of the UK SCCs are completed as follows:

- 7.3.1 Table 1: The parties' details are the parties and their Affiliates to the extent any of them are involved in such a transfer, including those set forth in Schedule B of this DPA. The Key Contacts shall be the contacts set forth in Schedule B of this DPA.
- 7.3.2 Table 2: The Approved EU SCCs referenced in Table 2 shall be the EU SCCs as set forth in Section 7.2 of this DPA.
- 7.3.3 Table 3: Annexes I and II shall be set forth in Schedules B and C to this DPA, respectively. Annex III is inapplicable.
- 7.3.4 Table 4: Pave may end this Section 7.3 (thereby terminating the UK SCCs as between the parties) as set out in Section 19 of the UK SCCs.
- 7.4 **Transfers from Switzerland.** The parties agree that transfers from Switzerland are made pursuant to the EU SCCs with the following modifications:
 - 7.4.1 The terms "General Data Protection Regulation" or "Regulation (EU) 2016/679" as utilized in the EU SCCs shall be interpreted to include the Federal Act on Data Protection (the "**FADP**") with respect to data transfers subject to the FADP.
 - 7.4.2 Clause 13 of the EU SCCs is modified to provide that the Federal Data Protection and Information Commissioner ("**FDPIC**") of Switzerland shall have authority over data transfers to the extent they are governed by the FADP and the appropriate EU supervisory authority shall have authority over data transfers to the extent they are governed by the GDPR.
 - 7.4.3 The term "EU Member State" as utilized in the EU SCCs shall not be interpreted in such a way as to exclude Data Subjects in Switzerland from exercising their rights in their place of habitual residence in accordance with Clause 18(c) of the EU SCCs.
- 7.5 **Supplementary Measures.** In respect of any transfer of EEA or UK Personal Data, the following supplementary measures shall apply:
 - 7.5.1 As of the date of this DPA, Pave has not received any formal legal requests from any government intelligence or security service/agencies in the country to which the Personal Data is being exported, for access to (or for copies of) Personal Data ("**Government Agency Requests**").
 - 7.5.2 If, after the date of this DPA, Pave receives any Government Agency Requests, Pave shall attempt to redirect the law enforcement or government agency to request that data directly from Customer. As part of this effort, Pave may provide Customer's basic contact information to the government agency. If compelled to disclose Personal Data to a law enforcement or government agency, Pave shall give Customer reasonable notice of the demand and cooperate to allow Customer to seek a protective order or other appropriate remedy unless Pave is legally prohibited from doing so. Pave shall only disclose Personal Data to any law enforcement or government agency if legally obligated to do so after Pave has made commercially reasonable efforts to challenge the relevant disclosure request, and shall only disclose the minimum amount of Personal Data necessary to comply with such request.
 - 7.5.3 If either (i) any of the means of legitimizing transfers of Personal Data outside of the EEA or UK set forth in this DPA cease to be valid or (ii) any supervisory authority requires transfers of Personal Data pursuant to those means to be suspended, then Pave may by notice to Customer, with effect from the date set out in such notice, amend or put in place alternative arrangements in respect of such transfers, as required by Data Protection Laws.

8. Rights of Data Subjects

- 8.1 Pave shall, to the extent permitted by law, notify Customer upon receipt of a request by a Data Subject to exercise any of the Data Subject's rights under Data Protection Laws (individually and collectively

“Data Subject Request(s)”). If Pave receives a Data Subject Request in relation to Personal Data, Pave will advise the Data Subject to submit their request to Customer and Customer will be responsible for responding to such request, including, where necessary, by using the functionality of the Products. Customer is solely responsible for ensuring that Data Subject Requests for erasure, restriction or cessation of processing, or withdrawal of consent to processing of any Personal Data are communicated to Pave.

- 8.2 Pave shall, at the request of Customer and taking into account the nature of the processing applicable to any Data Subject Request, provide reasonable assistance to enable Customer to comply with Customer’s obligation to respond to such Data Subject Request and/or in demonstrating such compliance, where possible, only to the extent that (a) Customer is itself unable to respond without Pave’s assistance, (b) Pave is able to do so in accordance with all applicable laws, rules and regulations, and (c) Customer shall be responsible for all expenses in connection with any such cooperation or assistance that requires Pave to expend unreasonable time or effort or is otherwise unreasonably burdensome.

9. Actions and Access Requests; Audits

- 9.1 Pave shall, taking into account the nature of the processing and the information available to Pave, provide Customer with reasonable cooperation and assistance where necessary for Customer to comply with its obligations under Data Protection Laws, to conduct a data protection impact assessment, risk assessment, and/or to demonstrate such compliance; provided, however, that (a) Customer does not otherwise have access to the relevant information and (b) Customer shall be responsible for all expenses in connection with any such cooperation or assistance that requires Pave to expend unreasonable time or effort or is otherwise unreasonably burdensome.
- 9.2 Pave shall, taking into account the nature of the processing and the information available to Pave and at Customer’s cost, provide Customer with reasonable cooperation and assistance with respect to prior consultation with any supervisory authority.
- 9.3 Upon Customer’s written request, but no more than once per calendar year and subject to reasonable confidentiality controls, Pave shall (a) make available for Customer’s review copies of certifications or reports demonstrating Pave’s compliance with this DPA and, if those materials are not reasonably sufficient to demonstrate compliance, following a Personal Data Breach, or where required by a supervisory authority, (b) allow Customer’s independent third party representative to conduct an audit of Pave’s data security practices, only to the extent that (i) Customer provides reasonable prior written notice, (ii) such audit is performed during business hours and is not unreasonably disruptive to Pave’s business, (iii) the scope of such audit is reasonable, including, but not limited to, being restricted to data, systems and sites (x) relevant to Customer and (y) which, in Pave’s reasonable discretion, would not compromise Pave’s security. Audits are at Customer’s expense, including, but not limited to costs, fees and hourly rates. If Customer and Pave have entered into Standard Contractual Clauses as described in Section 7 (*Transfers of Personal Data*), the parties agree that the audits described in Clause 8.9 of the EU SCCs shall be carried out in accordance with this section.
- 9.4 In the event of a Personal Data Breach that affects Personal Data, Pave shall, taking into account the nature of the processing and the information available to Pave:
- 9.4.1 without undue delay, and in any event within seventy-two (72) hours of becoming aware of such Personal Data Breach (meaning Pave has a reasonable degree of certainty that a Personal Data Breach has occurred), inform Customer of: (a) the nature of the Personal Data Breach, including, where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned; (b) the likely consequences of the Personal Data Breach; and (c) measures taken or proposed to be taken by Pave to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects; and

9.4.2 provide Customer, at its request, with reasonable cooperation and assistance as necessary for Customer to comply with its obligations under Data Protection Laws with respect to notifying the relevant supervisory authority and Data Subjects affected by the Personal Data Breach; provided, however, that Customer will bear the cost of any such assistance that it requests unless the Personal Data Breach is caused by Pave's intentional or negligent violation of this DPA or Data Protection Laws.

9.5 The obligations described in Section 9.4 shall not apply in the event that a Personal Data Breach is directly and proximately caused by any act or omission on the part of Customer. Pave's obligation to report or respond to a Personal Data Breach will not be construed as an acknowledgement by Pave of any fault or liability with respect to the Personal Data Breach.

10. Conflict

In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (a) the applicable terms in the Standard Contractual Clauses, (b) the terms of this DPA and (c) the Agreement. Any claims brought in connection with this DPA will be subject to the terms and conditions, including, but not limited to, the exclusions and limitations set forth in the Agreement. Nothing in this DPA limits either party's liability to Data Subjects under the Standard Contractual Clauses.

Schedule A

Details of Processing

Nature and Purpose of Processing: Pave will process Personal Data as necessary to provide the Products under the Agreement, for the purposes specified in the Agreement and this DPA, and in accordance with Customer's instructions as set forth in the Agreement and this DPA. The nature of this processing includes, without limitation:

- (a) Core service delivery: collecting, accessing, storing, organizing, analyzing, modifying, disclosing, returning and/or deleting Personal Data as necessary to operate the Platform and deliver the Products;
- (b) De-identification and benchmarking: using automated processing, including AI-assisted and Generative AI processing, to normalize Personal Data (including employee job titles and organizational structures) into Pave's job catalog and to produce Aggregated and De-Identified Data for benchmarking purposes. This processing is integral to service delivery. Output data is de-identified such that it cannot be linked back to individual employees or to Customer;
- (c) AI Services: operating AI Services (as defined in the Agreement), including the Pave Agent, machine learning inference, job matching, data normalization, cycle summaries, smart flags, and other AI-powered features, using Personal Data as necessary to generate outputs for Customer's use. To the extent Customer uses the Pave Agent, operation of the Pave Agent includes retrieving and analyzing Personal Data across the Products that the authenticated User is authorized to access (including employee data synced from Customer's HRIS, compensation planning data and manager comments, job architecture data, equity data where configured, and third-party survey data uploaded by Customer), performing multi-step analytical workflows on Customer's behalf, and generating and storing prompts, responses and related conversation records (Conversation Data, as defined in the Agreement). For Generative AI features (other than those described in (b) above), Customer may request feature-level disablement in accordance with the Agreement;
- (d) Internal business operations: using AI and Generative AI tools in Pave's internal operations in connection with supporting Customer, including implementation services, customer support, and integration assistance. Personal Data processed for this purpose is not used to train any machine learning or Generative AI model and outputs are not fed back into Customer's product instance without Customer's prior written consent; and
- (e) Legal and compliance obligations: processing Personal Data as required to comply with applicable law, respond to lawful government requests, and maintain records required by Data Protection Laws.

Duration of Processing: For the duration of the Agreement plus the period from expiry of the Agreement until deletion of Personal Data by Pave in accordance with the Agreement and this DPA. To the extent Customer uses the Pave Agent, Conversation Data is retained within the Products and accessible to the applicable User for the duration of the Agreement, and is separately retained in Pave's security and support logs for thirty (30) days from creation, after which it is deleted in the ordinary course.

Categories of Data Subjects: Customer's employees and job candidates.

Categories of Personal Data: The categories of Personal Data depend on the systems that Customer wants to connect to Pave's Products, so these categories may vary depending on the system and the method of integration. Generally speaking, the Personal Data transferred concerns compensation information (e.g., employee salary and benefits data) and names (and/or other unique identifiers, such as employee ID, if applicable) of Customer's employees and candidates. To the extent Customer uses the AI Services, Personal Data may additionally include: job titles, organizational hierarchy and reporting structure, performance data submitted by Customer, compensation planning records and manager comments, Conversation Data (including prompts submitted by Users and the responses generated by the AI Services), Agent Configuration submitted

by Customer, and other employee or candidate data submitted as Inputs to the AI Services. The categories of Personal Data processed by any specific AI feature are described in the applicable Documentation.

Sensitive Data or Special Categories of Data: Gender and racial or ethnic origin (optional; not applicable for the Market Data Product). Such data is processed only to provide the Products and is protected by the measures described in Schedule C.

Schedule B

The following includes the information required by Annex I of the EU SCCs and Table 3 of the UK SCCs.

1. The Parties

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

Name: *[To be completed by Customer at signing with Customer's full legal entity name]*

Address: *[To be completed by Customer at signing with Customer's registered address]*

Contact person's name, position and contact details: *[To be completed by Customer at signing]*

Activities relevant to the data transferred under these Clauses: *[To be completed by Customer at signing]*

Signature and date: By entering into the Agreement, the parties are deemed to have signed this Schedule B.

Role (controller/processor): Controller or Processor, as applicable

Data importer(s):

Name: Trove Information Technologies, Inc. dba Pave

Address: 595 Market St., Suite 2000, San Francisco, CA, USA 94105

Contact person's name, position and contact details: Privacy Team, 595 Market St., Suite 2000, San Francisco, CA, USA 94105, Attn: Legal

Activities relevant to the data transferred under these Clauses: HR services relating to compensation planning services for Customer's employees and candidates.

Signature and date: By entering into the Agreement, the parties are deemed to have signed this Schedule B.

Role (controller/processor): Processor

2. Description of the Transfer

Data Subjects	Customer's employees and job candidates whose Personal Data is submitted to the Products.
Categories of Personal Data	As noted in Schedule A, the categories of Personal Data collected depend on Customer's systems and the methods of integration, but generally include compensation information (e.g., employee salary and benefits information) and names (and/or other unique identifiers, such as employee ID, if applicable) of Customer's employees and candidates
Special Category Personal Data (if applicable)	Gender and racial or ethnic origin data (optional, as described in Schedule A). No other sensitive or special category data should be transferred. Safeguards: the technical and organizational measures described in Schedule C.
Nature of the processing	As set forth in Schedule A, including AI-assisted processing for de-identification, job catalog mapping, AI Services operation (including operation of the Pave Agent and the generation and retention of Conversation Data), and internal business operations support.

<i>Purposes of processing</i>	To enable Pave to provide the Products and Services to Customer, including benchmarking outputs, AI-powered product features, and support services, as described in Schedule A.
<i>Duration of processing and retention (or the criteria to determine such period)</i>	For the duration of the Agreement plus any post-termination retention period set forth in this DPA.
<i>Frequency of the transfer</i>	Continuous, as necessary to perform all obligations and rights with respect to Personal Data as provided in the Agreement or this DPA
<i>Recipients of Personal Data transferred to the Data Importer</i>	The Sub-Processors listed at https://www.pave.com/subprocessors , as updated in accordance with Section 5 of the DPA

3. Competent Supervisory Authority

For cross-border transfers governed by the EU SCCs, the competent supervisory authority shall be the Irish Data Protection Commission ("DPC") where the data exporter is established in Ireland. Where Customer's establishment or the location of Data Subjects requires a different lead supervisory authority under Clause 13 of the EU SCCs, the competent authority shall be determined accordingly.

4. List of Sub-Processors

The current list of Sub-Processors is available at <https://www.pave.com/subprocessors>, which list may be updated from time to time in accordance with this DPA.

Schedule C

Technical and Organizational Security Measures

The following includes the information required by Annex II of the EU SCCs and Table 3 of the UK SCCs.

Technical and Organizational Security Measures	Details
Measures of pseudonymisation and encryption of personal data	Pave encrypts customer data in transit and at rest. Pave uses GCP resources to store and encrypt such data using AES-256. For more information, please see the GCP encryption protocols and documentation at https://cloud.google.com/security/encryption-at-rest .
Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services	Pave maintains Business Continuity and Disaster Recovery plans that are tested annually to ensure ongoing confidentiality, integrity, availability and resilience of services.
Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident	Pave's database is backed up on a daily basis to enable a 24 hour RTO and RPO. Backups are stored on Google Cloud Platform and are retained for up to six (6) months, after which they are overwritten or deleted. For more information, please see Pave's full data loss prevention policy (available upon request).
Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing	Pave undergoes annual SOC testing and is the subject of a current SOC 2 Type II report. Pave also undergoes penetration testing by a reputable third-party firm at least annually. Pave maintains a bug bounty program.
Measures for user identification and authorization	Pave employees must use two factor authentication to access the corporate or production environment. Customers may enforce authorization requirements via Google OAuth.
Measures for the protection of data during transmission	Pave encrypts customer data in transit. Pave requires TLS 1.2 or higher.
Measures for the protection of data during storage	Pave encrypts customer data at rest. Pave uses GCP resources to store and encrypt such data using AES-256. For more information, please see the GCP encryption protocols and documentation at https://cloud.google.com/security/encryption-at-rest .
Measures for ensuring physical security of locations at which personal data are processed	Pave relies on Google for the physical security of its data centers. Google's policies describe its physical security practices.

Technical and Organizational Security Measures	Details
Measures for ensuring events logging	Pave uses centralized logging and monitoring tools for logging. Pave has a 365 day retention policy set for Pave's logs, except that Conversation Data generated by the AI Services is retained in such logs for thirty (30) days.
Measures for ensuring system configuration, including default configuration	Pave's infrastructure configuration is defined in code and maintained in accordance with Pave's Change Management policy, which requires peer reviewers and automated testing.
Measures for internal IT and IT security governance and management	Pave's Head of Security is responsible for overseeing the security program.
Measures for certification/assurance of processes and products	Pave is the subject of a current SOC 2 Type II report.
Measures for ensuring data minimization	Pave only collects and stores data required to perform services and provide products to customers.
Measures for ensuring data quality	Pave uses automated testing and monitoring to ensure data quality.
Measures for ensuring limited data retention	Pave deletes Personal Data in accordance with Section 3.9 of the DPA and Section 7.4 of the Agreement. Aggregated and De-Identified Data may be retained in static form for data analysis, research and product purposes.
Measures for ensuring accountability	All employees undergo security training during onboarding and at annual intervals. Violations of company policies may result in disciplinary action.
Measures for allowing data portability and ensuring erasure	Pave provides the option for customers to delete data on request. The underlying data generated by Pave is sourced from a customer's own systems. By the API nature of these systems, these are completely portable to any other vendor.
Technical and organizational measures of sub-processors	Pave enters into data processing agreements with its Sub-Processors with data protection obligations no less protective than those contained in this DPA.