



## Master Subscription Agreement

This Master Subscription Agreement (this “**Agreement**”) is by and between you (“**Client**” or “**you**”) and Trove Information Technologies, Inc. dba Pave (“**Pave**” or “**we**”) and is effective as of the date of last signature below (the “**Effective Date**”). 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 a compensation intelligence platform, with products and services described on our website at [www.pave.com](http://www.pave.com) or in the Order Form. Pave offers technology products (the “**Products**”), Aggregated and De-Identified Data (the “**Market Data**”) and support services (altogether, the “**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. This Agreement does not govern the Market Data Lite Product which is governed by the terms of the Market Data Lite Master Subscription Agreement available at <https://pave.com/company/legal/master-subscription-agreement>.

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, non-transferable right and license to internally access and use:

- a. The Products described on each Order Form for the applicable Order Form Term in accordance with the Documentation;
- b. The Market Data Product for so long as Client has integrated its compensation platform or provider with the Products (as further described in Section 2 below);
- c. Pave Data in connection with Client’s order of the Market Data Products; and

Additionally, Pave grants Client a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, transferable (including by way of sublicense), and sublicensable license to use, reproduce, modify, display, perform, distribute, and create derivative works of all Outputs for Client’s internal and external business purposes that do not compete with Pave’s compensation intelligence or benchmarking services, subject to the restrictions in this Agreement.

### 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 Service. Pave provides standard support services and service level terms, each of which are described at [www.pave.com/service-terms](http://www.pave.com/service-terms).

- c. **Privacy and Security.** Pave implements security controls recommended by NIST Cybersecurity Framework and maintains annual SOC2 Type 2 and ISO 27001 audits. Pave agrees to use commercially reasonable 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 or Inputs held by Pave has been accessed by a third party without authorization or is otherwise illegally hacked (a “**Breach**”), Pave will, to the extent legally permitted, notify Client as soon as reasonably practical, and in any event within 48 hours of confirmation of such Breach, and will reasonably cooperate with Client to remediate the unauthorized access. Any Breach will be governed exclusively by the terms of this Section 1.3. Pave’s use of Personal Data is described in more detail in Pave’s data processing addendum (“**DPA**”) available at [www.pave.com/data-processing-addendum](http://www.pave.com/data-processing-addendum), which is hereby incorporated into this Agreement by reference. 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 aggregated form, such that it cannot be linked specifically to Client or Client’s employees or candidates, (“**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 other purposes such as industry analysis, training Machine Learning models and analytics. Client acknowledges that its access and use of the Aggregated and De-Identified Data is subject to Client’s obligations under this Agreement and may survive termination of this Agreement. 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 such request shall not affect data already aggregated prior to the notice date. 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.
- 1.5 **AI Applications and Features.** The AI Services include, without limitation, 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 (for example, via Google Vertex AI/Anthropic) and will not authorize such third-parties to use Client Data or Inputs to train, re-train, or fine-tune such third-party models without Client’s prior consent. Where a feature uses Generative AI with Client Data as Input or context, Client may elect, in accordance with the Documentation, to opt out of having its Client Data processed by such Generative AI features. If Client opts out, Pave will not use Generative AI on Client Data for those features, and only non-Generative AI components (if any) will run on Client Data. 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.
- 1.6 **Pave’s Intellectual Property Rights.** As between the parties, Pave retains all right, title and interest in and to the Products, Market 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. 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.

## 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. Client grants Pave a worldwide, non-exclusive, limited, non-sublicensable, non-transferable right and license to internally access, transform and use the Client Data, Inputs and Outputs to perform the Services.
- 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 a suspension or interruption of Client’s access to 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 below)), 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 ethnicity), including political opinions, religious beliefs, trade union membership, physical or mental health or condition, sexual life or the commission or alleged commission any crime or offense, or (f) biometric data, including fingerprints, facial recognition data, or voiceprints.

2.5 **Client Inputs and Outputs.** As between Pave and Client, Client owns all Inputs submitted to the AI Services. 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. Subject to this Agreement, Pave will only access and use Inputs, Outputs, any related support and Services under this Agreement (“**Use of Inputs**”). 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 as directed by Client in this Agreement. 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. Company 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.

### 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. Past due invoices are subject to interest on any

outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. 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 an updated invoice. 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) charged automatically at the start of each Renewal Order Term, or, if applicable, invoiced approximately thirty (30) days prior to the start of the Renewal Order Term. 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; or (l) attempt to evade or disable any safety or content filters built into the AI Services. 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.** Both of Pave and Client agree that they 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 and will comply with applicable laws. 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 Service to Documentation during the Term. Client will provide prompt written notice of any non-conformity.
- 5.3 **Client Representations.** Client represents it holds rights to Client Data and Inputs provided.

#### 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. Each party agrees that during the term of this Agreement and thereafter: (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. 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 will commence on the Effective Date and continue until all Order Forms have terminated or 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.

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 Products; provided, however, that Pave (a) will use commercially reasonable efforts to work with Client to resolve the issue prior to such suspension or limitation if practicable under the circumstances 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 both headquartered and with a billing address 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 Form 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 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: 1.2 (*Right and License*), 1.6 (*Pave's Intellectual Property Rights*), 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*).
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 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) that Client's provision of Client Data or Inputs, or Client's use, modification, or distribution of Outputs, infringes, violates, or misappropriates any third-party

rights; or (viii) Client's use of any Third-Party Integrations or third-party AI providers in connection with the Products.

- 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 or (b) Client's use of any Third-Party Integrations in connection with or through the Products.
- 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**

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.

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 \$1,000.00. 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. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CLIENT SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO PAVE AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CLIENT'S USE OF THE BETA, FREE, TRIAL OR PROOF OF CONCEPT SERVICES DURING THE PERIOD, ANY BREACH BY CLIENT OF THIS AGREEMENT AND ANY OF CLIENT'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

## 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, DATA LOSS, 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.
- 11.2 **Limitation of Liability.** EXCEPT (i) FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS; (ii) EITHER PARTY'S MATERIAL BREACH OF ARTICLE 6; (iii) PAVE'S BREACH OF ITS DATA SECURITY OBLIGATIONS, (SECTION 11.2(ii) AND (iii) COLLECTIVELY, THE "EXCLUSIONS"); AND (iv) CLAIMS ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILFUL 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 (12) TWELVE MONTHS PRIOR TO THE DATE OF THE CLAIM.
- 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 TWELVE MONTHS PRIOR TO THE DATE OF THE CLAIM.

## 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. 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. 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 **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.
- 12.4 **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, 1 Montgomery St., Suite 700, San Francisco, CA 94104, Attention: Legal.

- 12.5 **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.
- 12.6 **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.
- 12.7 **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.

"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").

"Client Data" means any data, information or other material related to Client's or its affiliates' employees or candidates, that is provided, uploaded or submitted by Client to the Products, including through the Third-Party Integrations.

"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 create content (such as text, summaries, or suggestions) using pre-trained large language models provided by third parties and invoked by Pave as part of the Products.

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

"Machine Learning" refers to an AI System that enables neural networks and other statistical models, including linear regression and decision trees, that learn patterns from data to make predictions or classifications.

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

"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 the response or output corresponding to an Input that is generated by the Generative AI Services.

"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 and Documentation.

"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, Marketplace, professional support services, implementation services or any other products or services offered by Pave and detailed on an Order signed by Client.

"Sensitive Data" means any data that constitutes sensitive personal data or special category data or like terms under applicable data privacy laws, intellectual property, proprietary business models, and any data which may be subject to the GLBA, PCI Data Security Standards, or similar laws, government-issued identification numbers, account security information, individual financial account information, credit/debit/gift or other payment card information, account passwords, individual credit and income information.

"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 Pave Service as authorized by Client.

"Website" means the online interface through which Pave makes its Platform available to Clients.

## 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 use commercially reasonable efforts to 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 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.