

## Data Processing Agreement for Specific Terms

To the extent that NINJAHIRE processes Customer's Personal Data, NINJAHIRE's current Data Processing Agreement (<https://ninjahire.co/dpa>), applies to such processing, and Customer and NINJAHIRE agree to be bound by its terms.

To the extent that Customer accesses or exports Personal Data provided by NINJAHIRE's Talent Database, NINJAHIRE's current Data Processing Agreement Addendum referred in (<https://ninjahire.co/dpa>), applies to Customer's access to and transfer of such data, and Customer and NINJAHIRE agree to be bound by its terms.

## Service Specific Terms

### Texting Feature Addendum

**If You are using Texting or SMS Feature described below, the terms in this addendum apply to Your use of the feature. This addendum forms part of the Terms of Use (the "TOU") or Master Services Agreement ("MSA") between You and NINJAHIRE, and is hereby incorporated therein. Capitalized terms in these terms not defined here shall have the definitions ascribed to them in the TOU or MSA.**

**1. Feature Availability.** NINJAHIRE may make texting available by an in-app third-party application integration selected by NINJAHIRE for Customer to reach out to a potential candidate through the phone number associated with the Job Applicant Profile or Candidate Profile via SMS messages ("**Texting Features**"). Customer shall use the Texting Features only for Authorized Purposes. Customer further acknowledges that NINJAHIRE offers the Texting Features as a software service provider, and Customer is responsible for any consequences arising from its use of the Texting Features as well as compliant with third party's terms and conditions for using the third party's application. NINJAHIRE may require Customer to collect initial consent or additional consent from the potential candidates for Customer to continue to use the Texting Features, and NINJAHIRE requires Customer not to contact a potential candidate if Customer does not have the consent from the candidate or the candidate elects to opt out from the communication. Customer agrees to follow such and additional requirements and procedures set forth by NINJAHIRE for using the Texting Features.

**2. Compliance with Applicable Telecommunication Laws.** Customer's use of the Texting Features is at Customer's election. In addition to Data Protection Laws, Customer understands sending text messages to potential candidates are subject to Telephone Consumer Protection Act (TCPA) and any applicable regulations enacted now or in the future by Federal Communications Commission (FCC), Federal Trade Commissions (FTC), and other federal, state and local authorities (collectively "**Applicable Telecommunication Laws**"). Customer understands that NINJAHIRE may terminate Customer's use of Texting Features at any time without prior notice if NINJAHIRE believes Customer's use of or NINJAHIRE's continuous provision of the Texting Features will violate the Applicable Telecommunication Laws.

## Phone Call Feature Addendum

If You are using Phone Call Feature described below, the terms in this addendum apply to Your use of the feature. This addendum forms part of the Terms of Use (the "TOU") or Master Services Agreement ("MSA") between You and NINJAHIRE, and is hereby incorporated therein. Capitalized terms in these terms not defined here shall have the definitions ascribed to them in the TOU or MSA.

**1. Feature Availability.** NINJAHIRE may enable ability to initiate phone call and leave voicemail which are scripted or AI through third-party application integration selected by NINJAHIRE for Customer to reach out to a potential candidate through the phone number associated with the Job Applicant Profile or Candidate Profile via Phone Call ("**Phone Call Features**"). Customer shall use the Phone Features only for Authorized Purposes. Customer further acknowledges that NINJAHIRE offers the Phone Call Features as a software service provider, and Customer is responsible for any consequences arising from its use of the Phone Call Features as well as compliant with third party's terms and conditions for using the third party's application. NINJAHIRE may require Customer to collect initial consent or additional consent from the potential candidates for Customer to continue to use the Phone Call Features, and NINJAHIRE requires Customer not to contact a potential candidate if Customer does not have the consent from the candidate or the candidate elects to opt out from the communication. Customer agrees to follow such and additional requirements and procedures set forth by NINJAHIRE for using the Phone Call Features.

**2. Compliance with Applicable Telecommunication Laws.** Customer's use of the Texting Features is at Customer's election. In addition to Data Protection Laws, Customer understands sending text messages to potential candidates are subject to Telephone Consumer Protection Act (TCPA) and any applicable regulations enacted now or in the future by Federal Communications Commission (FCC), Federal Trade Commissions (FTC), and other federal, state and local authorities (collectively "**Applicable Telecommunication Laws**"). Customer understands that NINJAHIRE may terminate Customer's use of Phone Call Features at any time without prior notice if NINJAHIRE believes Customer's use of or NINJAHIRE's continuous provision of the Texting Features will violate the Applicable Telecommunication Laws.

## Service Specific Terms

### AI Features Addendum

If You are using AI Features described below, the terms in this addendum apply to Your use of the feature. This addendum forms part of the Terms of Use (the "TOU") or Master Services Agreement ("MSA") between You and NINJAHIRE, and is hereby incorporated therein. Capitalized terms in these terms not defined here shall have the definitions ascribed to them in the TOU or MSA.

**1. Feature Provision.** NINJAHIRE develops its own artificial intelligence technology or incorporates NINJAHIRE fine-tuned Generative Pre-trained Transformer ("**GPT**"), a generative AI technology powered by providers like OpenAI, collectively "**AI Features**", to assist Users in managing recruiting tasks, such as writing engagement emails, reminding pending tasks, suggesting actionable items, summarizing the reasons for recommended User actions, or facilitating the connections between Users and candidates. The use of AI Features or acceptance of certain recommendations from AI Features is at Customer's election. NINJAHIRE does not use Customer Data to train NINJAHIRE's AI

models, except for anonymous Usage Data, Feedback, and as otherwise agreed by Customer. NINJAHIRE will follow generally accepted industrial standards to develop its AI technology in compliance with applicable law and contractual obligations with GPT providers, and will use commercially reasonable efforts to audit its technology as necessary and when required by applicable law.

**2. Feature Limitation.** Customer understands the output generated by AI technology depends substantially on Customer's inputs to the feature. The output may be similar or unique from customer to customer. Customer shall only submit input for which it has all rights and will not infringe a third party's intellectual property or violate any applicable law. AI Features will not replace Customer's decision making with respect to candidate selection, and Customer's instruction and discretion are always required in using the features. Customer acknowledges that it will (i) not solely rely on the output to make any decisions; (ii) make its own determination of whether to use the features or accept certain recommendations from the features, and (iii) fulfill its obligations required by applicable law to use such features.

**3. Service Level Agreement Not Applicable.** Due to the nature of the AI technology, NINJAHIRE does not warrant the availability, quality, and accuracy of the output from the AI features. NINJAHIRE will have no liability for any harm or damage associated with the AI Features.

### Service Specific Terms

#### Sourcing Feature Addendum

**If You are using Sourcing Feature described below, the terms in this addendum apply to Your use of the feature. This addendum forms part of the Terms of Use (the "TOU") or Master Services Agreement ("MSA") between You and NINJAHIRE, and is hereby incorporated therein. Capitalized terms in these terms not defined here shall have the definitions ascribed to them in the TOU or MSA.**

**1. Feature Purchase.** This feature allows Customer to instruct NINJAHIRE to conduct talent searches using machine learning technology and different filters in NINJAHIRE's Talent Database, to find Passive Candidates or obtain Rediscovery Data ("**Sourcing Feature**"). Customer's use of the Sourcing Feature is subject to Customer's election and an add-on purchase through a Service Order, only for the purpose of identifying Passive Candidates and making initial contact. Customer shall not use this feature to search for profiles about Job Applicants. Customer understands that the Sourcing Feature is supported by NINJAHIRE's data suppliers, and by using the Sourcing Feature Customer gives NINJAHIRE general authorization to use those data suppliers. NINJAHIRE maintains commercially reasonable controls over data accuracy and legality of the data provided by those data suppliers; however, NINJAHIRE does not make representations or assume responsibility for the accuracy, completeness, and reliability of the information from the data suppliers. If Customer objects to any data from the Sourcing Feature or any specific NINJAHIRE data supplier, and NINJAHIRE is unable to find a replacement to provide alternative data or data supplier using commercially responsible efforts, Customer agrees that the only solution for Customer is to delete such data or cease from using the Sourcing Feature; and NINJAHIRE's inability to provide the Source Feature under this situation shall not constitute a breach of these applicable Service Specific Terms, Terms of Use, and/or Service Order.

**2. Third-party Integrations.** Customers are able to integrate certain third-party applications (such as an Applicant Tracking System) with the Sourcing Feature to refresh or enrich Customer Candidate Profiles. Customer understands and agrees that NINJAHIRE may, through the integrations, retrieve data from Customer Users as well as integrated third-party applications in order to improve Users' experience of using the Sourcing Feature. This data includes but may not be limited to information related to Users' actions on the third-party applications, status of Customer Candidate Profiles, status of candidates, or status of jobs and projects. NINJAHIRE may use this data to support permission/access functionalities and data mapping between the Sourcing Feature and the third-party applications, to ensure data freshness, to reduce Customer Candidate Profile duplications, to generate insights for Users to better understand their candidates, projects, jobs, outcome and their actionable items, or to conduct other activities that may benefit their interactions with the Sourcing Feature.

**3. Compliance with Fair Credit Reporting Act.** Customer understands that NINJAHIRE is not a consumer reporting agency and its products and deliverables, including Rediscovery Data and Talent Database, shall and will not be used in lieu of a consumer reporting agency for the following activities in connection with, or for the purpose of: (i) establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes, or in connection with assessing risks associated with existing credit obligations of a consumer; (ii) evaluating a consumer for employment, promotion, reassignment or retention as an employee; (iii) any tenancy verification or in connection with any application to rent real property; (iv) a determination of a consumer's eligibility for a license or other benefit that depends on an applicant's financial responsibility or status; (v) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; (vi) any information, service or product sold or delivered to a "Consumer" (as that term is defined in the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("**FCRA**") ) that constitutes or is derived in substantial part from a Consumer Report; (vii) eligibility for any government benefit or service; or (viii) other purposes under the FCRA.

**4. Personal Data Processing.** Customer understands that using the Sourcing Feature involves processing and sharing Personal Data from NINJAHIRE's Talent Database. To the extent that Customer accesses or exports Personal Data provided by NINJAHIRE's Talent Database, NINJAHIRE's current Data Processing Agreement Addendum (<https://ninjahire.co/dpa>), applies to Customer's access to and transfer of such data, and Customer and NINJAHIRE agree to be bound by its terms.

### Service Specific Terms

#### Applicant Review Feature Addendum

If You are using Applicant Review Feature described below, the terms in this addendum apply to Your use of the feature. This addendum forms part of the Terms of Use (the "TOU") or Master Services Agreement ("MSA") between You and NINJAHIRE, and is hereby incorporated therein. Capitalized terms in these terms not defined here shall have the definitions ascribed to them in the TOU or MSA.

**1. Feature Provision.** Customer may elect to Job Applicant Profiles to the Services, and instruct NINJAHIRE to use NINJAHIRE's technology and algorithms to help identify Job Applicants matching Customer's selection criteria and requirements ("**Application Review Feature**"). For the purpose of

providing the Application Review Feature, Customer agrees that NINJAHIRE may use job descriptions, non-directly personally identifiable data from Customer Candidate Profiles and Job Applicant Profiles (“**De-identified Data**”), and associated Customer’s activities with third-party integrations on those profiles to train the algorithms embedded in the Application Review feature. The examples of De-identified Data include job title, mandatory skills, related/preferred skills, location (City and Country), years of experience, education, degree, major, and industry.

**2. Customer’s Responsibility.** Customer certifies that if required by applicable law it has notified or obtained consent from Job Applicants to submit their Job Applicant Profiles to NINJAHIRE for processing using NINJAHIRE’s machine learning technology. Customer further understands and agrees that NINJAHIRE is a processor who will not make any decisions on Customer’s behalf. NINJAHIRE will use commercially reasonable endeavors to develop, test and audit the technology in the feature and will make available document and materials to reflect the audit results upon Customer’s request. However, Customer understands that it is Customer’s responsibility and at its own expense to independently evaluate and audit the technology it will use to assist in recruiting activities if Customer chooses so. Customer shall ensure its use of the Application Review Feature is compliant with applicable laws. In no event shall NINJAHIRE be responsible for any actions or inactions of Customer with respect to Job Applicants based on the results generated by the Application Review Feature.

### Service Specific Terms

#### **AI Assisted Interview Feature Addendum**

**If You are using AI Assisted Interview Feature described below, the terms in this addendum apply to Your use of the feature. This addendum forms part of the Terms of Use (the “TOU”) or Master Services Agreement (“MSA”) between You and NINJAHIRE, and is hereby incorporated therein. Capitalized terms in these terms not defined here shall have the definitions ascribed to them in the TOU or MSA.**

**1. Feature Provision.** Subject to Customer’s purchase, Customer can elect to use artificial intelligence technology (“AI”) that is made available through NINJAHIRE and developed solely using third parties’ pre-trained Generative AI technology components to conduct Job Applicant and Potential Prospects interviews, record and transcribe interviews, analyze interview communications, summarize interview findings and actionable items, and perform associated tasks (the “**AI Assisted Interview Feature**”). Use of this feature constitutes Customer’s explicit authorization for this feature to collect and process any or all of the information described in the AI Interview Candidate Notice (<https://ninjahire.co/aiinterviewnotice>) (“**Interview Data**”) on behalf of Customer, and generate analysis or recommendation (“**Output**”) for Customer with respect to Job Applicants.

#### **2. Customer’s Responsibilities.**

2.1. Employment Decisions. Customer acknowledges that using the AI Assisted Interview Feature is at Customer’s election and up to its sole determination of the suitability of the feature for its intended use. This feature provides Customer with assistance in evaluating Job Applicants, but does not make, and shall not be deemed to make, any employment decisions. Customer further agrees that using this feature does not make NINJAHIRE an agent or agency of Customer as defined under any applicable law. Customer agrees that it has completed any legally required assessments before its use of this feature. Customer expressly assumes all liability for the ultimate actions and decisions, including, without limitation, selection, hiring, advancing, or rejecting, regarding Job Applicants

interviewed by the AI Assisted Interview Feature. Customer shall not rely solely on the Output for any employment decision and will implement appropriate human oversight.

2.2. Notice to Job Applicants. Irrespective of any candidate notification functionality provided by NINJAHIRE, Customer warrants that it will fulfill all applicable local and state requirements concerning the provision of a clear and conspicuous pre-use notification for Job Applicants regarding using artificial intelligence for recruiting. Customer agrees to obtain explicit written consent from all Job Applicants for the collection and processing of Interview Data prior to the interview, whenever such consent is legally required.

2.3. Alternative Accommodation. Customer will not use the AI Assisted Interview Feature and its Output to engage in any discriminative and prohibited AI practices that would violate applicable laws governing data protection, privacy, civil rights, employment, equal protection or anti-discrimination, including assessing Job Applicant's emotions, inferring or predicting personal or personality characteristics, soliciting or inferring sensitive personal information related to race and ethnicity, gender, national origin, sexual orientation, union membership, disability, or exploiting any of social or economic vulnerabilities. Customer agrees to use an alternative method to conduct the interview if a Job Applicant rejects to be interviewed using the AI Assisted Interview Feature, and Customer will not retaliate and reject the Job Applicant because the Job Applicant has requested for an alternative interview method.

### **3. NINJAHIRE's Warranties.**

3.1. Data Security and Retention. NINJAHIRE acknowledges that Customer owns the Interview Data. NINJAHIRE warrants that it will process Interview Data only in accordance with AI Interview Candidate Notice (<https://ninjahire.co/aiinterviewnotice>) which shall be considered as the complete instruction of Customer for NINJAHIRE to process such data. NINJAHIRE guarantees that it will not sell or disclose Interview Data to Job Applicants or third parties (excluding third-party providers of pre-trained Generative AI technology for the sole purpose of providing the AI Assisted Interview Feature) without Customer's authorization, and NINJAHIRE shall implement all technical and organizational measures required pursuant to applicable Data Protection Laws to maintain security, including encryption and access controls. NINJAHIRE will retain the Interview Data during and up to ninety (90) days upon the termination of the Service Term, unless otherwise instructed by Customer or required by applicable laws.

3.2. AI Regulatory Compliance. NINJAHIRE warrants that the AI Assisted Interview Feature complies with the requirements under the applicable AI laws and regulations. NINJAHIRE shall use commercially reasonable efforts to design and operate this feature in a manner intended to mitigate bias and promote fairness in Output. NINJAHIRE will provide the Customer with necessary information related to this feature to enable the Customer to meet its obligations under the applicable AI laws and regulations, subject to reasonable confidentiality and proprietary restrictions permitted by law. NINJAHIRE will reasonably cooperate with Customer in connection with any investigation or audit relating to the use of the AI Assisted Interview Feature.

3.3. Continuous Monitoring. NINJAHIRE will not and has required third parties providing the Generative AI technology components of the AI Assisted Interview Feature not to use Interview Data to train or test any AI models. NINJAHIRE will incorporate mechanisms, including Customer Feedback, to test and monitor the third parties' AI technology and prevent model drift by promptly detecting and reporting issues to the third parties providing the Generative AI technology components.