

Offerday AI Inc. Master Service Agreement (MSA)

This Master Service Agreement ("Agreement") is entered into by and between Offerday AI Inc., a company organized under the laws of California with its principal place of business at 10089 Willow Creek Rd #200, San Diego, CA 92131 ("Provider"), and the party identified in the applicable Order Form or through online Sign Up ("Client").

This Agreement governs Client's access to and use of Provider's services, as described in one or more Order Forms referencing this Agreement. The Order Form(s) and this Agreement collectively form a binding agreement between the parties. An Order Form(s) can be sent electronically or be self-elected through the online Sign Up from www.offerday.ai

By executing an Order Form or accepting this Agreement electronically (e.g., by clicking "I Agree"), Client agrees to be bound by this Agreement as of the effective date stated in the applicable Order Form or from date of online Sign Up.

RECITALS

WHEREAS, Provider offers a Software as a Service (SaaS) hiring platform (the "Platform") designed to assist businesses with their recruitment and hiring processes;

WHEREAS, Client desires to subscribe to and utilize the Platform and related services provided by Provider;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. DEFINITIONS

1.1. **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party. "Control" for purposes of this definition means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2. **"Client Data"** means all electronic data, text, messages, or other materials submitted to the Platform by Client or its Users in connection with Client's use of the Services.

1.3. **"Confidential Information"** means all non-public information, whether oral or written, disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") that is designated as confidential or that, by the nature of the circumstances surrounding disclosure, ought to be treated as confidential. Confidential Information includes, but is not limited to, trade secrets, business plans, product roadmaps, financial information, customer lists, technical data, and any information concerning the Services or the Platform.

1.4. **"Documentation"** means the online user guides, documentation, and help and training materials, as may be updated from time to time, provided by Provider to Client regarding the use of the Services.

1.5. **"Order Form"** means an ordering document or online order (i.e. "online Sign Up" via www.offerday.ai) specifying the Services purchased by Client from Provider, including any addenda thereto. Each Order Form shall be deemed incorporated into and made a part of this Agreement.

1.6. **"Personal Data"** means any information relating to an identified or identifiable natural person.

1.7. **"Platform"** means Provider's proprietary SaaS hiring platform, including its software, applications, tools, and infrastructure, accessible via the internet.

1.8. **"Services"** means the access to the Platform and any related support, maintenance, or professional services provided by Provider to Client as specified in an Order Form.

1.9. **"Subscription Term"** means the period during which Client is subscribed to the Services as specified in an Order Form.

1.10. **"Users"** means individuals who are authorized by Client to use the Services and who have been supplied user identifications and passwords by Client (or by Provider at Client's request). Users may include, but are not limited to, Client's employees, contractors, and agents.

2. SERVICES

2.1. **Provision of Services.** Subject to the terms and conditions of this Agreement and the applicable Order Form, Provider grants Client a non-exclusive, non-transferable, non-sublicensable right to access and use the Services during the Subscription Term solely for Client's internal business purposes.

2.2. **Access and Use.** Provider will provide Client with access to the Platform and the Services. Client is responsible for obtaining and maintaining all equipment and services needed to access and use the Services.

2.3. **Service Levels.** Provider will use commercially reasonable efforts to make the Services available 24 hours a day, 5 days a week, except for: (a) planned downtime (of which Provider will give advance electronic notice); and (b) any unavailability caused by circumstances beyond Provider's reasonable control, including, for example, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems, Internet service provider failures or delays, or denial of service attacks. Specific service level agreements (SLAs), if any, will be set forth in an addendum or Order Form.

2.4. **Support.** Provider may offer technical support in accordance with its standard practices. Additional support services may be subject to separate fees or Order Forms.

3. CLIENT RESPONSIBILITIES

3.1. Compliance. Client agrees to use the Services in compliance with this Agreement, the Documentation, and all applicable laws and regulations.

3.2. User Accounts. Client is responsible for maintaining the confidentiality of its User accounts and passwords and for all activities that occur under its User accounts. Client agrees to notify Provider immediately of any unauthorized use of its accounts or any other breach of security.

3.3. Client Data. Client is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data. Client represents and warrants that it has all necessary rights and permissions to submit Client Data to the Platform and that Client Data does not infringe upon or violate the rights of any third party.

3.4. Prohibited Conduct. Client shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, or otherwise commercially exploit or make the Services available to any third party, except as expressly permitted herein; (b) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (c) use the Services to store or transmit malicious code; (d) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein; (e) attempt to gain unauthorized access to the Services or their related systems or networks; (f) permit direct or indirect access to or use of the Services in a way that circumvents a contractual usage limit; (g) modify, copy, or create derivative works based on the Services or the Platform; or (h) reverse engineer or decompile the Services or the Platform.

3.5 Accommodation Responsibilities.

Client acknowledges that it is solely responsible for identifying, evaluating, and providing any reasonable accommodations, alternative assessments, or adjustments required under applicable employment, anti-discrimination, or accessibility laws for job applicants, candidates, or employees, including members of protected classes. Provider provides the Services as configurable software tools to support Client's recruitment and hiring workflows and does not assess accommodation requests, determine whether accommodations are required or reasonable, or communicate accommodation determinations to applicants or employees. Client is solely responsible for ensuring that its use of the Services complies with all applicable accommodation-related legal obligations, including providing any legally required alternative assessments, accommodations, or opt-out mechanisms where required by applicable law.

4. FEES AND PAYMENT

4.1. Fees. Client agrees to pay all fees specified in the Order Forms through Stripe in accordance with the payment terms set forth therein. Unless otherwise specified in an Order Form, all fees

are quoted in U.S. Dollars (USD) and are non-refundable. Fees do not include applicable taxes, which will be added where required by law and are the responsibility of Client.

4.2. Invoicing and Payment. Fees are due and payable as set forth in the applicable Order Form. Unless otherwise specified in the Order Form, Provider will invoice Client electronically, and payment shall be due within thirty (30) days of the invoice date.

4.3. Taxes. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Client shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on Provider's income.

4.4. Fee Changes. Provider reserves the right to change its fees upon 30 days prior written notice to Client, provided that such changes will not apply to existing Subscription Terms until the commencement of the next renewal term.

5. CONFIDENTIALITY

5.1. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) to (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors, and agents who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

5.2. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. Provider's IP. Provider exclusively owns all right, title, and interest in and to the Services, the Platform, the Documentation, and all related intellectual property rights. No rights are granted to Client hereunder other than as expressly set forth herein.

6.2. Client Data. Client exclusively owns all right, title, and interest in and to all Client Data. Client grants Provider a worldwide, limited-term license to host, copy, transmit, and display Client Data as necessary for Provider to provide the Services in accordance with this Agreement.

6.3. Feedback. Client may provide suggestions, enhancement requests, recommendations, or other feedback relating to the operation of Provider's Services ("Feedback"). Client grants Provider a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any Feedback.

7. DATA PROTECTION AND PRIVACY

7.1. Data Processing Addendum. The Parties acknowledge that in the course of providing the Services, Provider may process Personal Data or Personal Information on behalf of Client. The terms of the Unified Data Processing Addendum (the "Addendum"), which governs the processing of Personal Data and Personal Information in compliance with applicable data protection laws (including the GDPR and CCPA/CPRA), are hereby incorporated by reference and shall apply to such processing activities.

8. WARRANTIES AND DISCLAIMERS

8.1. Mutual Warranties. Each Party represents and warrants that it has the legal power and authority to enter into this Agreement.

8.2. Provider Warranties. Provider warrants that: (a) the Services will perform materially in accordance with the Documentation; and (b) Provider will not materially decrease the overall security of the Services during a Subscription Term. For any breach of a warranty in this Section 8.2, Client's exclusive remedy will be as provided in Section 11 (Term and Termination).

8.3. Disclaimer. Except as expressly provided herein, neither Party makes any warranty of any kind, whether express, implied, statutory, or otherwise, and each Party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement, to the maximum extent permitted by applicable law. Provider does not warrant that the Services will be error-free or uninterrupted.

9. LIMITATION OF LIABILITY

9.1. Limitation of Liability

To the maximum extent permitted by law, in no event shall either Party's aggregate liability arising out of or related to this Agreement, whether in contract, tort, or under any other theory of liability, exceed the total amount paid by Client to Provider under this Agreement during the twelve (12) months immediately preceding the date of the event giving rise to the claim.

9.2. Exclusion of Consequential and Related Damages

Notwithstanding anything to the contrary in this Agreement, in no event shall either Party have any liability to the other Party for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption, or punitive damages, however caused, whether in contract, tort, or under any other theory of liability, and whether or not the Party has

been advised of the possibility of such damages. The foregoing disclaimer shall not apply to the extent prohibited by applicable law.

10. INDEMNIFICATION

10.1. Provider Indemnification

Provider will defend Client against any claim, demand, suit, or proceeding made or brought against Client by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against Client"), and will indemnify Client for any damages, attorney fees, and costs finally awarded against Client as a result of, or for amounts paid by Client under a court-approved settlement of, a Claim Against Client, provided Client (a) promptly gives Provider written notice of the Claim Against Client; (b) gives Provider sole control of the defense and settlement of the Claim Against Client (except that Provider may not settle any Claim Against Client unless it unconditionally releases Client of all liability); and (c) gives Provider all reasonable assistance, at Provider's expense. If Provider receives information about an infringement or misappropriation claim related to a Service, Provider may in its discretion and at no cost to Client (i) modify the Services so that they are no longer infringing or misappropriating, (ii) obtain a license for Client's continued use of that Service in accordance with this Agreement, or (iii) terminate Client's subscriptions for that Service upon thirty (30) days' written notice and refund Client any prepaid fees covering the remainder of the Subscription Term of the terminated subscriptions.

10.2. Client Indemnification

Client will defend Provider and its Affiliates against any claim, demand, suit, or proceeding made or brought against Provider by a third party alleging that any Client Data, or Client's use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Provider"), and will indemnify Provider for any damages, attorney fees, and costs finally awarded against Provider as a result of, or for any amounts paid by Provider under a court-approved settlement of, a Claim Against Provider, provided Provider (a) promptly gives Client written notice of the Claim Against Provider; (b) gives Client sole control of the defense and settlement of the Claim Against Provider (except that Client may not settle any Claim Against Provider unless it unconditionally releases Provider of all liability); and (c) gives Client all reasonable assistance, at Client's expense.

11. TERM AND TERMINATION

11.1. Term of Agreement.

This Agreement commences on the Effective Date and continues until all Subscription Terms granted under any applicable Order Form have expired or been terminated in accordance with this Agreement.

11.2. Term of Subscriptions.

The Subscription Term for each Service shall be as set forth in the applicable Order Form or through online subscription signup. Unless otherwise specified in the Order Form, each subscription will automatically renew for additional periods equal to the expiring Subscription Term or one (1) year (whichever is shorter), unless either Party provides written notice of non-renewal in accordance with the timeline specified in the Order Form prior to the end of the then-current Subscription Term.

11.3. Termination for Cause

Either Party may terminate this Agreement for cause: (a) upon thirty (30) days' written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

11.4. Effect of Termination

Upon termination or expiration of this Agreement for any reason:

- (a) all Order Forms and Client's rights to access and use the Services will immediately terminate;
- (b) Client will cease all use of the Services; and
- (c) Client will pay any unpaid fees covering the remainder of the Subscription Term(s) under all Order Forms.

Provider shall have no obligation to maintain or store any Client Data following termination, and may delete such data unless prohibited by applicable law.

11.5. Survival

Sections 1 (Definitions), 4 (Fees and Payment) (with respect to accrued but unpaid fees), 5 (Confidentiality), 6 (Intellectual Property Rights), 8.3 (Disclaimer), 9 (Limitation of Liability), 10 (Indemnification), 11.4 (Effect of Termination), 11.5 (Survival), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

12. GENERAL PROVISIONS

12.1. Entire Agreement

This Agreement, including all incorporated exhibits, addenda, and Order Forms, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.

12.2. Assignment

Neither Party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party (not to be unreasonably withheld), except either Party may

assign this Agreement in its entirety, without the other's consent, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

12.3. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the State of California, without regard to conflict of laws principles, and applicable U.S. federal law. The Parties agree to submit to the exclusive jurisdiction and venue of the state and federal courts located in San Diego, California, for any legal suit, action, or proceeding arising out of or relating to this Agreement.

12.4. AI Usage Disclosure Requirement

Client agrees to include clear language in its own terms and conditions, privacy policy, or similar consumer-facing documentation stating that artificial intelligence may be used to assist in candidate screening, but all final hiring decisions are made by human personnel. This disclosure must substantially reflect the intent and content of the "Artificial Intelligence" clause in Provider's own terms and conditions, which clarify that AI is used solely to aid, and not replace, human judgment.

12.5. Notices All notices under this Agreement must be in writing and will be deemed duly given: (a) upon personal delivery; (b) two (2) business days after deposit in the mail (certified or registered, postage prepaid); or (c) one (1) business day after sending by email with receipt confirmation. Notices shall be sent to the addresses set forth in the applicable Order Form or such other address as either Party may designate by written notice.

12.6. Amendments and Waivers No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both Parties. A waiver of any breach shall not constitute a waiver of any other or subsequent breach.

12.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

12.8. Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

12.9. Force Majeure Neither Party shall be liable for any delay or failure in performance hereunder due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, epidemics, pandemics, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.

13. Acknowledgment

By accepting the terms of this Master Service Agreement through execution of an Order Form or by using the Services, Client agrees to be bound by the terms of this Agreement. This Agreement is effective as of the Effective Date set forth in the applicable Order Form.