



AI, Automated Decision Technology, and Employment Compliance

These AI, Automated Decision Technology, and Employment Compliance Terms (these "AI Terms") supplement and form part of the Governing Agreement applicable to Client's access to or use of the applicable Services.

1. Modification of AI Terms

Notwithstanding anything to the contrary in the Governing Agreement, any Order Form, or any other agreement or document between the parties, Company may amend, modify, supplement, replace, or otherwise update these AI Terms and any related AI Compliance Materials at any time in Company's sole discretion. Any change will become effective on the date specified by Company or, if no effective date is specified, upon Company's posting or delivery of the revised terms. Company may provide notice by posting revised terms on Company's website or through the Services, by email, or through any other notice method permitted under the Governing Agreement. Client's continued access to or use of any AI Feature after the effective date constitutes Client's acceptance of the revised terms. The parties agree that this Section constitutes their express agreement to the foregoing amendment process and supersedes any requirement that an amendment be mutually executed or signed. Company may make a change effective immediately where Company determines that the change is appropriate to address legal, regulatory, security, technical, third-party, or product requirements. Except as expressly stated in the Governing Agreement, a modification, suspension, or discontinuation under these AI Terms does not entitle Client to a refund, credit, termination right, or other remedy. In the event of a conflict, the then-current AI Terms will control with respect to AI Features and the subject matter addressed herein.

2. Applicability; Parties; Governing Terms

Solely for purposes of these AI Terms:

- a) **"AI Compliance Materials"** means Company's then-current documentation, if any, that Company elects in its sole discretion to make generally available regarding AI Features, which may include intended-use descriptions, feature descriptions, data-category descriptions, input and output descriptions, configuration guidance, known limitations, human-review instructions, update notices, testing summaries, audit-support materials, data-flow information, retention information, and other materials. AI Compliance Materials do not include source code, model weights, proprietary prompts, algorithms, nonpublic training data, security-sensitive information, third-party confidential information, or other trade secrets unless Company expressly designates otherwise in writing;
- b) **"AI Feature"** means any feature, functionality, workflow, model, algorithm, automated rule, generative artificial intelligence capability, machine-learning capability, statistical model, matching tool, ranking tool, scoring tool, classification tool, recommendation tool, chatbot, sentiment-analysis tool, recorded voice-interview tool, speech-to-text transcription tool, interview-analysis tool, interview-scoring tool, candidate-rediscovery tool, disposition or hiring-signal feature, content-generation tool, or similar technology made available through the Services that generates, assists with, or supports outputs relating to applicants, candidates, employees, contractors, jobs, recruiting, workforce administration, or other employment-related matters;
- c) **"AI Output"** means any score, rank, threshold result, match, classification, recommendation, prediction, summary, assessment, sentiment output, interview assessment, transcript, generated content, suggested content, disposition signal, workflow result, or other output generated, assisted, or supported by an AI Feature;
- d) **"AI Laws"** means all laws, rules, regulations, ordinances, binding governmental requirements, and agency guidance having the force and effect of law, in each case applicable to Client's access to, use of, configuration of, deployment of, or reliance on AI Features in connection with Employment Decisions, including laws governing automated employment decision tools, automated decision-making technology, automated employment-related decision technology, artificial intelligence, profiling, consequential decisions, recorded voice interviews, artificial or prerecorded voice calls, telephone communications, call recording and consent, speech-to-text transcription, voiceprints, biometric identifiers or biometric information, vocal-characteristic analysis, employment discrimination, privacy, consumer or applicant rights, risk assessments, bias audits, validation, record retention, data destruction, human review, accommodation, alternative selection processes, and post-decision explanations;



- e) **"Client"** means the entity identified as the customer, user, client, purchaser, or subscriber on the applicable Order Form or, if no such entity is identified, the customer or user that is a party to the applicable Governing Agreement;
- f) **"Client Data"** means any data, information, content, or materials defined in the Governing Agreement as "Customer Data," "User Data," or by another similar term and submitted, transmitted, provided, configured, selected, or made available by or on behalf of Client through the Services;
- g) **"Company"** means the Viventium, Apploi, or other affiliated entity identified as the contracting service provider, seller, or vendor on the applicable Order Form or, if no such entity is identified, the service provider that is a party to the applicable Governing Agreement;
- h) **"Employment Decision"** means any decision, recommendation, assessment, ranking, screening, selection, rejection, advancement, interview, hiring, promotion, discipline, discharge, compensation, scheduling, training, apprenticeship, tenure, renewal, or other employment-related action or determination;
- i) **"Governing Agreement"** means the agreement governing Client's access to or use of the applicable Services, including the applicable Order Form and any master terms, service agreement, additional terms, documentation, or other terms incorporated into or applicable to that agreement;
- j) **"Order Form"** means the applicable order form, ordering document, statement of work, subscription agreement, or other ordering instrument under which Client purchases, subscribes to, or receives the applicable Services, regardless of whether the Governing Agreement refers to that document as an "Order Form," "Ordering Document," or by another similar term; and
- k) **"Services"** means the services, hosted services, systems, products, features, functionality, and related technology purchased, subscribed to, accessed, or used by Client under the applicable Order Form, including any AI Features.

Capitalized terms not defined in these AI Terms have the meanings given to them in the Governing Agreement.

If Client purchases Services from more than one Company entity under separate Order Forms, these AI Terms apply separately to each Company entity and solely with respect to the Services provided by that entity. No Company entity assumes the obligations or liabilities of another Company entity unless expressly stated in a written agreement signed by the applicable Company entities.

Notwithstanding anything to the contrary in the Governing Agreement, these AI Terms control with respect to AI Features and the subject matter addressed in these AI Terms.

3. Role Allocation

To the extent applicable to Client's role and use of the Services, Client is the employer, prospective employer, employment agency, recruiter, controller, business, deployer, user, and decision-maker with respect to Client's use of the Services and AI Features. Client is solely responsible for determining whether, when, where, and how to use any AI Feature in connection with any Employment Decision and for evaluating the legality, suitability, accuracy, and appropriateness of each such use.

Company is solely a technology provider and, as applicable, a service provider, processor, developer, or vendor of the Services. Company does not make Employment Decisions on Client's behalf; establish or validate Client's job requirements, selection criteria, interview questions, scoring criteria, thresholds, workflows, or employment practices; determine whether any individual is hired, rejected, advanced, interviewed, promoted, disciplined, discharged, or otherwise affected; or act as Client's employer, employment agency, recruiter, fiduciary, legal adviser, or employment agent.

Client is solely responsible for compliance with all AI Laws and other applicable laws arising from or relating to Client's access to, configuration of, deployment of, use of, or reliance on the Services or AI Features. Client's responsibilities include, without limitation, all obligations relating to notices, disclosures, consents, privacy policies, lawful processing grounds, bias audits, validation, risk assessments, data protection assessments, human review, alternative selection processes, reasonable accommodations, opt-out rights, access rights, correction rights, deletion requests, appeals, reconsideration, post-adverse-action or post-decision explanations, recordkeeping, retention, public postings, regulator submissions, government reports, and responses to candidates, employees, regulators, or other third parties.

Except to the extent applicable law imposes a direct, independent, and non-waivable obligation on Company solely in Company's role as provider, processor, service provider, developer, or vendor, Company assumes no responsibility for



Client's compliance with any law or for determining whether any AI Law applies to Client, an AI Feature, an Employment Decision, or Client's particular use case.

Company may make available its then-current, generally available AI Compliance Materials or standard functionality to assist Client with its compliance efforts. Unless otherwise expressly stated in a written Order Form signed by Company, Company is not required to develop or provide Client-specific materials, customized compliance functionality, tailored notices, reports, explanations, testing information, audit support, or other specialized compliance assistance, and may update or discontinue generally available materials or functionality from time to time.

Any AI Compliance Materials, functionality, or assistance made available by Company are provided solely for informational and operational convenience, may be modified, limited, suspended, or withdrawn at any time, and do not constitute legal advice, a compliance determination, a certification, or a warranty that Client's use of any AI Feature complies with applicable law.

Without limiting the foregoing, Company is not required to conduct or commission testing, audits, validation studies, impact assessments, risk assessments, or legal reviews; prepare Client-specific documentation, reports, notices, explanations, assessments, or regulator submissions; reconstruct records that are no longer retained; obtain information from third parties; modify the Services; monitor Client's use; identify applicable jurisdictions or legal requirements; or provide legal, consulting, audit, or professional services.

Any additional or customized assistance is subject to Company's prior approval, technical feasibility review, resource availability, applicable third-party restrictions, and the parties' execution of a separate written agreement addressing scope, assumptions, fees, expenses, timing, and limitations. Company has no obligation to agree to or perform any such assistance.

Client shall provide Company with complete, accurate, current, and lawful information, instructions, configurations, and Client Data necessary for Company to provide the Services. Company may rely on information and instructions provided by or on behalf of Client without independent investigation or verification.

4. Permitted Use and Human Oversight

Client shall use AI Features only for their intended and documented purposes and in accordance with Company's then-current documentation, these AI Terms, the applicable Order Form, and applicable law. Client assumes all risk arising from any use outside the intended or documented purposes, any configuration or instruction supplied by Client, and any reliance on an AI Output.

Client shall not use any AI Output as the sole basis for an Employment Decision unless Company's documentation expressly supports that use and Client has independently determined that the use is lawful and has implemented all required notices, consents, assessments, audits, validation, human-review processes, accommodations, appeals, and reconsideration procedures. Client shall not represent that Company made, approved, validated, or endorsed any Employment Decision.

Client shall maintain meaningful human oversight over Employment Decisions involving AI Features. Client's authorized personnel must independently review relevant information, exercise judgment, and have authority to accept, reject, modify, or disregard AI Outputs. Where reasonably available, the review must consider information underlying or supporting the AI Output and may not be limited solely to a score, category, rank, recommendation, classification, or similar output.

Client is solely responsible for validating that its questions, criteria, prompts, thresholds, weighting, configurations, and use of AI Outputs are job-related, consistent with business necessity where required, appropriate for the applicable population and jurisdiction, and not unlawfully discriminatory. Client shall not configure, instruct, or use the Services or AI Features to discriminate based on a protected characteristic; use location or other data as an unlawful proxy; infer sensitive traits except where expressly supported and lawful; or otherwise violate applicable law.

Company may monitor, investigate, restrict, suspend, or terminate Client's access to an AI Feature if Company believes Client's use may violate these AI Terms, applicable law, Company documentation, third-party restrictions, or Company's legal, security, product, or reputational interests. Company has no duty to monitor Client's use or prevent unlawful or inappropriate use.



5. Feature-Specific Use Restrictions

Unless otherwise stated in an Order Form, the following additional terms apply:

- a) **Chatbot, Screening, and Scheduling Features.** These features are intended to collect information, answer configured questions, facilitate workflow, and assist with routing or scheduling. It is Client's sole responsibility for screening questions, knockout questions, eligibility criteria, job requirements, workflow rules, candidate-facing content, and any decision to advance, reject, schedule, or re-route a candidate. Company does not validate Client-authored content or determine whether a question or workflow is lawful, job-related, or appropriate.
- b) **Matching, Ranking, Rediscovery, and Threshold Features.** These features are intended only to assist Client in identifying potentially relevant candidates, jobs, records, or relationships. AI Outputs may omit qualified individuals, identify unsuitable individuals, or vary based on available data and Client configuration. Client is solely responsible for criteria, weighting, thresholds, selection pools, configurations, and use of any match, score, rank, threshold, recommendation, or rediscovery output. Company does not warrant that any output is complete, accurate, unbiased, job-related, or suitable for an Employment Decision.
- c) **Sentiment, Note, and Message-Analysis Features.** These features are intended for workflow, quality, coaching, analytics, or internal review unless Company documentation expressly supports another use. Client shall not use an output to reject, rank, advance, discipline, or otherwise materially affect an individual unless Client has independently determined that the use is lawful, appropriate, validated where required, and covered by all required notices, assessments, and human-review processes. Client is solely responsible for the lawfulness of monitoring or analyzing communications, notes, or messages.
- d) **AI Voice Interview Features.** AI voice-interview features may place candidate-requested or candidate-scheduled calls, present Client-authored interview questions, record and transcribe responses, analyze substantive content, and generate category scores or other AI Outputs. Client shall use the feature only for candidates who have affirmatively requested or scheduled the call through an approved workflow. Client is solely responsible for the content, legality, job-relatedness, and appropriateness of all interview questions, instructions, criteria, scoring uses, and resulting Employment Decisions. Client shall provide all required disclosures, obtain and retain all required consents for artificial or prerecorded voice calls, recording, transcription, analysis, scoring, and other processing, and provide and administer any required accommodation or alternative process. Company may rely on Client's use of the feature as Client's representation that all required notices, permissions, and consents have been obtained. Client shall not use any interview score or other AI Output as the sole basis for an Employment Decision. Company does not warrant call completion, carrier delivery, recording quality, transcription accuracy, scoring accuracy, or candidate availability.
- e) **Biometric and Vocal-Characteristic Features.** As currently documented, the AI Voice Interview Feature is designed to analyze the substantive content of responses and is not designed or marketed to identify or authenticate a person by voice, compare a voice against prior recordings, or assess accent, pitch, cadence, tone, emotion, confidence, personality, health, disability, truthfulness, or similar vocal or behavioral characteristics. Company does not represent that technical processing by Company or a third party can never create temporary acoustic, mathematical, or machine-readable representations. If Company makes available, or Client otherwise enables or uses, functionality that may process voiceprints, biometric identifiers, speaker-identification data, or vocal characteristics, Client is solely responsible for determining whether the use is lawful and for all required notices, consents, releases, assessments, audits, validation, accommodations, retention schedules, deletion procedures, and disclosure restrictions. Client shall not use any AI Feature to infer protected or sensitive traits unless expressly supported by Company documentation and independently determined by Client to be lawful.
- f) **Disposition, Hiring-Signal, and Feedback Features.** Features that transmit, receive, infer, summarize, or analyze application status, disposition, hiring, interview, or outcome information are intended to support workflow, reporting, integrations, or product functionality. Client is solely responsible for the accuracy, completeness, lawfulness, and timeliness of any disposition, outcome, or feedback data supplied by or on behalf of Client and for determining whether transmitting or using such data is lawful. Company may rely on Client-supplied status and outcome data without verification and does not warrant the accuracy or meaning of any third-party hiring signal.
- g) **Generative Content and Job-Rewriting Features.** Generative features may draft, rewrite, summarize, translate, or suggest job postings, messages, interview questions, notes, or other content. Client shall review, edit, approve, and validate all generated content before use or publication. Client is solely responsible for ensuring that generated content is accurate, lawful, non-discriminatory, non-infringing, consistent with Client's policies,



and appropriate for the applicable job and jurisdiction. Company does not warrant originality, accuracy, completeness, non-infringement, or suitability and is not responsible for Client's publication or use of generated content.

- h) **Third-Party Models and Integrations.** AI Features may depend on or interoperate with third-party models, telephony services, job boards, data providers, integrations, or other services. Client authorizes Company to transmit Client Data and related information to such third parties as necessary to provide the Services and as otherwise permitted by the Governing Agreement. Third-party services may change, become unavailable, or produce inaccurate outputs. Company may replace, modify, limit, or discontinue any third-party component or integration and is not responsible for third-party acts, omissions, availability, outputs, terms, or changes except to the extent expressly stated in the Governing Agreement.

6. Notices, Consents, and Candidate Rights

Client is solely responsible for identifying, preparing, reviewing, tailoring, approving, issuing, documenting, and maintaining all legally required notices, disclosures, consents, releases, waivers, privacy notices, and candidate or employee rights communications before or in connection with use of an AI Feature. Client is solely responsible for determining the timing, content, delivery method, recipient population, jurisdictional applicability, and legal sufficiency of each communication.

Required communications may include disclosures regarding artificial intelligence, automated decision technology, automated employment decision tools, profiling, recorded AI voice interviews, artificial or prerecorded voice calls, recording, transcription, analysis, scoring, the purpose and nature of the processing, categories and sources of data, how information is assessed, retention, Client contact information, and instructions for requesting accommodation, an alternative process, opt-out, human review, reconsideration, access, correction, deletion, or other rights.

With respect to an AI Voice Interview Feature, Client shall ensure before use that the candidate has affirmatively requested or scheduled the call and has received all legally required information regarding the AI-enabled nature of the interview, recording, transcription, substantive-response analysis, scoring, retention, and available accommodation or alternative process. Where required, Client shall obtain affirmative consent before initiating the call or beginning any recording, transcription, analysis, scoring, or other processing and shall retain evidence sufficient to demonstrate consent.

Company may, but is not required to, make sample language, configurable notice tools, consent functionality, product descriptions, or workflow options available. Any such materials or functionality are provided solely as a convenience and may not be legally sufficient for Client's use case or jurisdiction. Client shall independently review and approve them and shall not rely on Company to identify deficiencies, changes in law, or required modifications. Client shall not disable or circumvent Company-provided disclosures or consent mechanisms unless Client has independently implemented a legally sufficient replacement.

Client shall establish, fund, and administer all required accommodation, alternative interview, alternative selection, opt-out, access, correction, deletion, human-review, reconsideration, appeal, and other rights processes. Client shall timely respond to all requests and shall not treat a legally protected request as an adverse factor. Company has no obligation to communicate with a candidate or employee, determine whether a request is valid, decide an appeal, provide an alternative process, or modify an Employment Decision.

Client shall promptly notify Company of any request, complaint, regulator inquiry, litigation hold, subpoena, or other matter relating to an AI Feature only where Company's involvement is necessary. Company may, in its sole discretion and subject to technical feasibility, confidentiality, third-party restrictions, resource availability, and additional fees, provide assistance using then-existing information or standard functionality. Company has no obligation to provide assistance unless expressly required by the Governing Agreement or non-waivable applicable law.

7. Bias Audits, Testing, and Public Summaries

Client is solely responsible for determining whether any AI Feature or use is subject to a bias audit, disparate-impact analysis, validation study, anti-discrimination review, independent audit, public-summary posting, or similar requirement. Client is solely responsible for selecting and retaining qualified auditors, consultants, or counsel; determining methodology and protected-group classifications; providing complete and accurate applicant, candidate, employee,



demographic, selection, hiring, outcome, disposition, accommodation, alternative-process, and workflow data; calculating results; interpreting findings; remediating issues; and preparing and publishing any required summary, notice, or report.

Company may, in its sole discretion, make available then-existing AI Compliance Materials that Company determines are appropriate to support Client's evaluation. Company has no obligation to create new materials, conduct or commission testing, validate Client's use, permit access to systems or personnel, respond to an auditor, complete questionnaires, calculate Client-specific results, or disclose information not already generally available.

Company may condition access to nonpublic materials on confidentiality restrictions, use limitations, auditor qualifications, security requirements, nonreliance acknowledgments, reimbursement of costs, payment of fees, and Company's prior approval of any disclosure, publication, quotation, attribution, or use of Company's name. Client shall not publish Company Confidential Information or characterize Company as having approved, certified, or participated in an audit without Company's prior written consent, except to the extent disclosure is expressly required by law.

Any Company-provided product-level audit, testing summary, validation material, or pooled analysis is provided solely for informational purposes, may reflect different data, populations, configurations, time periods, or use cases, and may not satisfy Client-specific legal obligations. Client assumes all responsibility for determining whether any material is current, applicable, reliable, and legally sufficient for Client's use.

Company is not required to disclose source code, model weights, proprietary prompts or algorithms, nonpublic training data, security-sensitive information, third-party confidential information, or other trade secrets except to the minimum extent expressly required by non-waivable law and subject to all available confidentiality and protective measures.

8. Risk Assessments, Data Protection Assessments, and ADMT Assessments

Client is solely responsible for determining whether Client must conduct any AI impact assessment, risk assessment, data protection assessment, automated decision-making assessment, privacy assessment, civil-rights assessment, balancing test, or similar evaluation before or during use of any AI Feature. Client is solely responsible for the scope, methodology, factual inputs, legal conclusions, approvals, updates, filing, retention, and implementation of any assessment and for determining whether benefits outweigh risks.

Company may, in its sole discretion, provide then-existing AI Compliance Materials that Company determines are appropriate. Any materials may be incomplete for Client's use case and are not a substitute for Client-specific analysis. Company has no obligation to identify risks arising from Client's practices, approve Client's use case, make balancing determinations, validate Client-authored questions, criteria, prompts, instructions, weighting, thresholds, or workflows, prepare or sign an assessment, certify compliance, or provide information outside Company's possession and control.

Client is solely responsible for supplying and evaluating all Client-specific information, including applicable jobs, jurisdictions, applicant or employee populations, use cases, questions, criteria, prompts, instructions, configurations, weighting, thresholds, workflows, Employment Decisions, notices, human-review procedures, accommodations, alternative processes, rights procedures, actual outcomes, and foreseeable misuse. Company may rely on Client-provided information without verification.

Company may decline or limit any assessment support; require a separate written agreement; charge fees and expenses; impose confidentiality, security, and use restrictions; and withhold trade secrets, security-sensitive information, third-party confidential information, or materials that Company determines could create legal, security, competitive, or operational risk.

9. Post-Decision Explanations, Human Review, Access, and Correction

Client is solely responsible for providing any legally required pre-decision notice, post-decision notice, adverse-outcome explanation, principal-reason explanation, human review, reconsideration, appeal, access, correction, or similar process relating to an Employment Decision involving an AI Feature. Client is solely responsible for determining whether an adverse outcome occurred, identifying the actual and legally sufficient reasons for Client's decision, conducting review, deciding whether to change a decision, and communicating with the candidate or employee.

Company may, but is not required to, make available then-existing standard functionality, logs, records, configurations, or AI Compliance Materials that Company determines are appropriate. Company has no obligation to create or reconstruct information, generate a new explanation, identify principal reasons, preserve data beyond applicable retention periods,



conduct a human review, decide an appeal, communicate with an individual, or provide information that is unavailable, technically infeasible, proprietary, security-sensitive, or controlled by a third party.

Client is responsible for reviewing and correcting inaccurate Client Data, questions, criteria, configurations, prompts, instructions, or records. Company is not required to alter, reverse, regenerate, or explain an AI Output because an individual or Client disagrees with it. Any regeneration or correction remains subject to product functionality, technical feasibility, data availability, third-party restrictions, and Company's discretion.

Nothing in this Section requires Company to disclose source code, model weights, proprietary prompts or algorithms, nonpublic training data, security-sensitive information, third-party confidential information, or other trade secrets except to the minimum extent expressly required by non-waivable law and subject to all available confidentiality and protective measures.

10. Records and Retention

Client is solely responsible for identifying and maintaining all records required to demonstrate Client's compliance with AI Laws and other applicable laws, including notices, consents, releases, waivers, job criteria, questions, prompts, configurations, weighting, thresholds, inputs, AI Outputs, human review, Employment Decisions, audits, public summaries, assessments, requests, appeals, accommodations, alternative processes, demographic and outcome data, regulator submissions, government reports, and litigation holds.

Client shall timely export, download, or otherwise preserve any Client Data, recordings, transcripts, AI Outputs, logs, reports, or other records that Client may need. Company has no obligation to retain Client Data or other information for Client's legal, regulatory, evidentiary, audit, or litigation purposes beyond the retention periods expressly stated in the Governing Agreement, applicable Order Form or Company's then-current retention policies.

Company may retain, aggregate, de-identify, anonymize, archive, or delete Client Data, AI Feature data, AI Compliance Materials, system records, configuration records, and processing records in accordance with the Governing Agreement, applicable Order Form, Company policies, technical requirements, legal holds, security needs, and applicable law. Company may change its retention practices unless otherwise expressly prohibited by the Governing Agreement or non-waivable law.

Where applicable law imposes a direct, independent, and non-waivable record-retention obligation on Company solely in Company's role as developer, provider, processor, service provider, or vendor, Company will retain only the records and for only the period legally required. No such retention creates an obligation to preserve records for Client or make them available to Client.

Company may require advance written notice, a separate written agreement, and payment of fees and expenses for any nonstandard preservation, export, litigation-hold, retrieval, or extended-retention request. Company may decline any request that is technically infeasible, disproportionate, inconsistent with law or Company policy, or not expressly required by the Governing Agreement.

11. AI Data Deletion and Destruction

Client is solely responsible for determining whether any deletion, destruction, retention-limitation, or downstream-deletion obligation applies; validating the identity and authority of the requester; determining whether an exception applies; issuing complete, accurate, and timely instructions; and deleting or destroying all copies that Client or its users have downloaded, exported, disclosed, or retained outside the Services.

Company will process a valid deletion instruction only to the extent and in the manner expressly required by the Governing Agreement or direct, independent, and non-waivable law applicable to Company. Company may require use of designated request channels, verification information, reasonable time, technical scoping, and reimbursement of nonstandard costs. Company may reject, delay, or limit a request that is incomplete, unverifiable, technically infeasible, inconsistent with law, subject to an exception, or outside Company's contractual obligations.

Company is not responsible for identifying data subject to deletion, determining the validity of Client's legal analysis, deleting information held by Client or a third party engaged directly by Client, or satisfying obligations applicable solely to Client. Company's obligation regarding an authorized subprocessor is limited to exercising the contractual deletion rights Company has against that subprocessor where required by the Governing Agreement or non-waivable law.



Unless non-waivable law expressly requires otherwise, deletion obligations do not apply to data retained in backups, archives, immutable logs, legal holds, fraud-prevention records, security records, system-generated records, de-identified or anonymized data, or disaster-recovery systems until the data is deleted or overwritten in the ordinary course. Company may retain information necessary to demonstrate compliance, establish or defend legal claims, protect security, prevent fraud, enforce agreements, or satisfy legal obligations.

If biometric or similarly regulated data is enabled or processed, Client remains solely responsible for determining the lawfulness of Client's collection and use and for all obligations arising from Client's instructions, employment practices, notices, consents, disclosures, retention choices, and decisions, except to the extent a direct, independent, and non-waivable obligation applies solely to Company.

12. Subprocessors and Downstream Disclosures

Client authorizes Company to engage, replace, and use affiliates, subprocessors, vendors, hosting providers, model providers, telephony providers, speech-to-text providers, analytics providers, infrastructure providers, data providers, and other third parties to provide, secure, maintain, test, support, analyze, improve, or develop the Services and AI Features, subject only to the express requirements of the Governing Agreement. Company may change third-party providers, processing locations, models, or technical architecture without Client approval unless the Governing Agreement expressly states otherwise.

Company may disclose Client Data, candidate or employee information, call metadata, recordings, transcripts, responses, job information, messages, application materials, configurations, AI Outputs, and related information to authorized third parties as necessary or useful to provide, secure, maintain, test, support, analyze, improve, or develop the Services, or as otherwise permitted by the Governing Agreement. Client represents that it has all rights, notices, consents, and lawful bases necessary for such processing and disclosure.

Company will impose written obligations on subprocessors only to the extent required by the Governing Agreement or applicable law. Company is not required to disclose subprocessor contracts, confidential technical details, model terms, security-sensitive information, or other third-party confidential information, and Client has no audit or approval right except as expressly stated in the Governing Agreement.

Third-party services may impose their own technical limits, acceptable-use rules, retention practices, output restrictions, or terms. Company does not warrant and is not responsible for third-party availability, performance, accuracy, outputs, changes, acts, omissions, security, or compliance except to the extent expressly stated in the Governing Agreement. Company may suspend, replace, or discontinue a third-party component or integration at any time.

Company may use aggregated, statistical, de-identified, or anonymized data to operate, secure, analyze, benchmark, improve, train, test, develop, market, or support the Services and other products, provided that such data does not identify Client or an individual as prohibited by applicable law. Company may retain and use such data indefinitely and may attempt reidentification solely to test or improve de-identification, security, or fraud-prevention controls where permitted by law.

Client is solely responsible for any disclosure, export, download, transfer, integration, or other provision of Client Data or AI Outputs by Client or its users to a third party outside the Services. Company is not responsible for the acts or omissions of any third party engaged directly by Client or receiving information at Client's direction.

Client shall not disclose Company's nonpublic AI Compliance Materials, audit materials, technical documentation, security information, model information, or other Confidential Information except to Client's counsel, auditors, regulators, or service providers with a need to know and written confidentiality obligations at least as protective as the Governing Agreement. Client shall not publish, quote, summarize, benchmark, or use Company's name in connection with such materials, any audit, regulatory submission, public notice, or report without Company's prior written approval, except to the minimum extent expressly required by law.

13. Regulatory Changes and Product Updates

Company may, at any time and in its sole discretion, update, modify, replace, retrain, reconfigure, limit, suspend, or discontinue any AI Feature, AI Compliance Material, model, provider, integration, documentation, configuration, workflow, input, output, methodology, retention practice, or functionality for legal, regulatory, security, technical, third-



party, operational, commercial, or product reasons. Company has no obligation to maintain any particular AI Feature, model, method, output format, configuration, compatibility, performance level, or functionality.

Company may provide notice of a change if and in the manner Company determines appropriate, but has no obligation to provide advance notice unless expressly required by the Governing Agreement or non-waivable law. A change may affect outputs, accuracy, functionality, integrations, workflows, or Client's compliance analysis. Client is solely responsible for reviewing updates, retesting its use, updating notices and assessments, retraining personnel, and determining whether continued use remains lawful and appropriate.

Client is solely responsible for monitoring changes in AI Laws and other laws applicable to Client. If a change in law or Client requirement would require a product change, custom notice, modified retention, additional documentation, testing, reporting, audit support, or other service not included in the Order Form, Company may decline the request or condition any work on technical feasibility, resource availability, a separate written agreement, and additional fees and expenses.

Company may immediately restrict, suspend, or terminate Client's use of any AI Feature if Company believes the use violates or may violate law, these AI Terms, the Governing Agreement, Company documentation, a third-party requirement, or Company's legal, regulatory, security, technical, commercial, or reputational interests. Company is not liable for any resulting delay, inability to use the feature, loss of data, workflow disruption, or Employment Decision impact except to the extent expressly provided in the Governing Agreement.

14. No Legal Advice; Disclaimers; Assumption of Risk

AI Compliance Materials, templates, sample language, product descriptions, notices, reports, and other materials are provided solely for informational and operational purposes and do not constitute legal, employment, human-resources, scientific, audit, validation, or professional advice. Client is solely responsible for consulting qualified counsel and other advisers and for determining whether Client's use complies with applicable law and Client policies.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AI FEATURES, AI OUTPUTS, AI COMPLIANCE MATERIALS, THIRD-PARTY COMPONENTS, AND RELATED SUPPORT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, RELIABILITY, AVAILABILITY, SECURITY, EXPLAINABILITY, VALIDATION, NON-DISCRIMINATION, OR COMPLIANCE WITH LAW.

AI FEATURES AND AI OUTPUTS MAY BE PROBABILISTIC, INCOMPLETE, INACCURATE, INCONSISTENT, BIASED, OFFENSIVE, INAPPROPRIATE, UNAVAILABLE, DELAYED, OR UNSUITABLE FOR A PARTICULAR PERSON, JOB, JURISDICTION, OR PURPOSE. OUTPUTS MAY CHANGE WHEN DATA, MODELS, PROVIDERS, PROMPTS, CONFIGURATIONS, OR METHODS CHANGE. COMPANY DOES NOT WARRANT THAT AN AI FEATURE WILL IDENTIFY ALL QUALIFIED CANDIDATES, EXCLUDE ALL UNQUALIFIED CANDIDATES, PRODUCE CONSISTENT RESULTS, ELIMINATE DISPARATE IMPACT, PREVENT DISCRIMINATION, OR SATISFY ANY AUDIT, ASSESSMENT, NOTICE, CONSENT, EXPLANATION, RECORDKEEPING, OR OTHER LEGAL REQUIREMENT.

Client assumes all risk arising from or relating to Client's selection, configuration, deployment, use, nonuse, interpretation, validation, or reliance on any AI Feature or AI Output. Client shall independently verify all AI Outputs and maintain appropriate human review before using an AI Output in connection with an Employment Decision. No information, assistance, statement, or course of dealing creates a warranty or obligation not expressly stated in a written agreement signed by Company.

15. Client Indemnity

Client shall defend, indemnify, and hold harmless Company and its affiliates, licensors, providers, subprocessors, officers, directors, employees, contractors, and agents from and against all claims, demands, investigations, audits, proceedings, actions, damages, liabilities, judgments, settlements, penalties, fines, assessments, losses, costs, and expenses, including reasonable attorneys' fees and expert fees, arising out of or relating to:

- a) Client's Employment Decisions, employment practices, or communications with any applicant, candidate, employee, contractor, regulator, or third party;



- b) Client's access to, selection of, configuration of, deployment of, use of, nonuse of, instructions to, or reliance on any AI Feature or AI Output;
- c) Client Data, Client-authored or Client-selected content, job requirements, questions, prompts, criteria, weighting, thresholds, workflows, notices, consents, waivers, privacy disclosures, audit summaries, assessments, reports, explanations, or human-review processes;
- d) Client's failure to comply with AI Laws, employment laws, privacy laws, telecommunications laws, recording-consent laws, biometric laws, anti-discrimination laws, or other applicable laws;
- e) any artificial or prerecorded voice call, text message, recording, transcription, analysis, interview, scoring, accommodation, or alternative-process claim arising from Client's use of an AI Voice Interview Feature;
- f) Client's failure to provide a required notice, obtain or document consent, honor a right or request, conduct an audit or assessment, maintain records, provide an accommodation or alternative process, or perform human review;
- g) allegations of discrimination, disparate impact, failure to accommodate, wrongful failure to hire or promote, privacy violation, biometric violation, recording violation, consumer-protection violation, intellectual-property infringement, defamation, or other harm arising from Client's use of the Services or AI Features;
- h) Client's disclosure, export, publication, or downstream use of Client Data, AI Outputs, recordings, transcripts, or Company Confidential Information; or
- i) the acts or omissions of Client's users, affiliates, contractors, auditors, advisers, service providers, or third parties acting at Client's direction.

Client's indemnification obligations apply regardless of whether a claim alleges that an AI Feature contributed to the alleged harm, except only to the extent a final, nonappealable judgment determines that the claim resulted solely from Company's willful misconduct and applicable law prohibits indemnification for such conduct. Client shall not settle any claim in a manner that admits wrongdoing by, imposes obligations on, restricts, or adversely affects Company without Company's prior written consent. Company may participate in the defense with counsel of its choice at Client's expense where Company reasonably determines that separate representation is appropriate. These obligations are in addition to, and not in limitation of, Client's indemnification obligations under the Governing Agreement.

16. Company Responsibility; Limitation of Liability

Nothing in these AI Terms transfers to Client an obligation imposed directly, independently, and non-waivably on Company solely because of Company's role as provider, processor, service provider, developer, or vendor. Company assumes no obligation that depends on Client's use case, Client Data, configurations, instructions, notices, consents, employment criteria, decision-making, applicant or employee population, demographic or outcome data, jurisdiction, or employment practices.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY WILL NOT BE LIABLE FOR ANY EMPLOYMENT DECISION; FAILURE TO HIRE, INTERVIEW, ADVANCE, PROMOTE, RETAIN, OR SCHEDULE; LOST OPPORTUNITY; LOST PROFITS OR REVENUE; LOSS OR CORRUPTION OF DATA; COST OF SUBSTITUTE SERVICES; BUSINESS INTERRUPTION; REPUTATIONAL HARM; STATUTORY DAMAGES; FINES OR PENALTIES; OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, ENHANCED, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ANY AI FEATURE, AI OUTPUT, AI COMPLIANCE MATERIAL, OR THESE AI TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO ALL AI FEATURES, AI OUTPUTS, AI COMPLIANCE MATERIALS, AND THESE AI TERMS WILL NOT EXCEED THE LESSER OF: (A) THE FEES PAID OR PAYABLE BY CLIENT FOR THE SPECIFIC AI FEATURE GIVING RISE TO THE CLAIM DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY; OR (B) TEN THOUSAND DOLLARS (\$10,000). IF NO SEPARATE FEE IS CHARGED FOR THE APPLICABLE AI FEATURE, COMPANY'S TOTAL AGGREGATE LIABILITY FOR THAT FEATURE WILL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000).

The exclusions and limitations in these AI Terms apply to all theories of liability, whether in contract, tort, statute, strict liability, indemnity, or otherwise, and apply even if a remedy fails of its essential purpose. They are cumulative with, and



not in limitation of, the exclusions, limitations, and caps in the Governing Agreement; the provision affording Company the greatest protection will control. Nothing creates any right or remedy for an applicant, candidate, employee, contractor, regulator, auditor, or other third party. Sections 1, 3 through 16, and all provisions that by their nature should survive, survive expiration or termination of the Governing Agreement.