

## FETCH DATA, LLC - SERVICES TERMS & CONDITIONS

These Services Terms and Conditions (these “Terms and Conditions”), together with each Order Form executed by Fetch and the Client (“Order Form”) that references these Terms and Conditions (collectively with each Order Form, this “Agreement”), comprises the full agreement between the parties applicable to Client’s subscription for the Fetch Data Services specified in the applicable Order Form (the “Services”).

1. **Fetch Services.** Subject to the terms of the Agreement, Fetch grants to Client a limited, non-exclusive, non-transferable right to access and use the Services specified in the applicable Order Form solely for its internal business purposes during the applicable Subscription Term (as defined in the Order Form). Client shall not: (a) use the Services or access Fetch’s Website or software (“Fetch Platform”) for any purpose other than to recruit candidates to become employees, consultants or contractors of Client or, if Client is an agency, to recruit individuals to become employees and consultants of its client; (b) rent, lease, lend, sell, license, sublicense, assign, distribute, transfer, or otherwise make the Services available to any third party; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Fetch Platform; (d) use the Services to transmit materials that are infringing, defamatory, fraudulent, unlawful, or violate third party privacy rights; (e) use the Services in violation of applicable law or regulations or otherwise in breach of the Agreement; or (f) use information made available for any purpose other than to utilize the purchased Services in accordance with this Agreement. Further, Client acknowledges that the credentialing services provided by Fetch are for convenience only and are not accredited and provide only primary source verification, application management and population and expirable notification services only.

2. **User Accounts.** Each User Account will include one unique username, email address, and password, and a User Account may not be used by more than one Client representative (each, a “User”).

3. **Client Content.** Client shall be solely responsible for all content and other information approved by Client for transmission through the Services (collectively, “Client Content”) including, without limitation, with respect to its accuracy, quality, appropriateness, and compliance with applicable laws and regulations. Fetch may prohibit the transmission of certain Client Content for any reason including a finding that such Client Content is competitive with or could harm the reputation or goodwill of Fetch, in each case as determined by Fetch in its sole discretion.

4. **Payment.** Client shall order Services by signing an Order Form. Client will pay the fees for the Services included in, and in accordance with, the Order Form, within thirty (30) days after receipt of Fetch’s invoice. Except as set forth in Section 11, Client’s payment for services is non-refundable and the parties may not terminate any signed Order Form. Except as otherwise specified herein or in an Order Form, fees are based on services purchased and not actual usage, payment obligations are non-cancelable and fees paid are non-refundable, and quantities purchased cannot be decreased during the relevant term.

5. **Taxes.** The fees specified in the applicable Order Form are exclusive of taxes or other government-imposed charges such as duties, customs, tariffs, or surcharges applicable to Client’s purchase or use of the Services, all of which will be paid by Client in a timely manner as required by law. Each party is responsible for taxes based on its own net income, property, and employee payroll. To the extent required by law, Fetch will collect applicable taxes from Client unless Client provides an exemption certificate, direct pay permit, or other valid documentation.

6. **Confidential Information.** “Confidential Information” means information provided by a party to the other party that reasonably should be considered confidential. Confidential Information does not include information that: (a) is or becomes generally available to the public other than as a result of the receiving party’s breach of this clause; (b) is or becomes available to the receiving party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in the receiving party’s possession prior to disclosure hereunder; or (d) was or is independently developed by the receiving party without use of the Disclosing Party’s Confidential Information. Each party will limit use and disclosure of the other party’s Confidential Information to that required by law or as necessary for the performance of its obligations or exercise of its rights hereunder.

7. **Ownership.** All intellectual property owned by or licensed to Fetch by a third party or prepared by or on behalf of Fetch in the course of performing the Services including, without limitation, the Services themselves, the Fetch Platform, all data relating to clients and their use of the Fetch Platform and the associated content and services, ideas, know-how, discoveries, inventions, work product, reports, methodologies, processes and procedures, technologies, hardware, software, and all derivatives of the foregoing are and shall remain the sole and exclusive property of Fetch or its third party licensor, as the case may be. For the avoidance of doubt, no work product developed by Fetch in its performance of Services shall be deemed a “work made for hire” as defined under US copyright law. As between Client and Fetch, Client owns the Client Content provided to Fetch hereunder and hereby grants to Fetch, a non-exclusive, royalty-free license to use, perform, display, reproduce, distribute, transmit and adapt such Client Content solely in connection with Fetch’s provision of the Services. Client is not obligated to provide Fetch with any suggestions, enhancement requests, recommendations, or other feedback about the services or otherwise. If Client provides feedback to Fetch, Fetch may use and modify it without any restriction or payment.

8. **No Express or Implied Warranty.** THE SERVICES ARE PROVIDED “AS IS”. FETCH MAKES NO REPRESENTATION OR WARRANTY REGARDING THE SERVICES, INCLUDING ANY REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT INFORMATION PROVIDED IS ACCURATE. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, FETCH DISCLAIMS ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DOES NOT GUARANTEE THAT THE FETCH PLATFORM OR THE SERVICES WILL PERFORM WITHOUT INTERRUPTION OR ERRORS, OR THAT CLIENT WILL ACHIEVE ITS DESIRED RESULTS FROM THE SERVICES.

9. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF BUSINESS, PROFITS, SAVINGS OR DATA, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY’S CUMULATIVE LIABILITY FOR CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO FETCH HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. **Indemnification.** Fetch will defend and indemnify Client from and against all loss, damage or costs (including reasonable attorneys’ fees) incurred in connection with claims, demands, suits or proceedings made or brought against Client by a third party alleging that Client’s use of the Services within the scope of the Agreement infringes the valid U.S. intellectual property rights of such third party. Client will defend and indemnify Fetch from and against all loss, damage, or costs (including reasonable attorneys’ fees) incurred in connection with claims, demands, suits or proceedings made or brought against Fetch by a third party in relation to (a) the Client Content or any other materials and information provided by Client for use in connection with the Services; or (b) unauthorized use of the Services. Each party will notify the other in writing of any third-party claim within thirty (30) days of receipt of the claim. The indemnifying party will control the defense of the claim. The indemnifying party will obtain the other party’s prior written approval of any settlement or compromise of a claim, which consent will not be unreasonably withheld.

The indemnified party will assist and cooperate in the defense as reasonably requested by the indemnifying party and at the indemnifying party's expense.

11. Term and Termination. The term of this Agreement commences on the Effective Date set out in the Order Form executed by the parties and will continue until terminated as provided below. Subscriptions for the Services commence on the Effective Date and continue for the Subscription Term, each as specified in the applicable Order Form. Thereafter, except as otherwise provided herein, each Subscription Term and the applicable Order Form will automatically renew for additional consecutive terms equal to the shorter of the expiring term or one year, unless a party provides written notice of non-renewal at least thirty (30) days prior to the start of the next renewal term. The per unit price during any renewal term may be increased by 5% over the price charged during the immediately preceding term. If there are no active Order Forms under this Agreement, either party may terminate this Agreement for convenience by providing written notice. A party may terminate this Agreement or any Order Form for cause (i) 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 (ii) 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. In the event of a termination by Client pursuant to the immediately preceding sentence, Fetch will refund to Client any prepaid fees associated with the Services materially and detrimentally impacted by the breach. If this Agreement is terminated by Fetch pursuant to the immediately preceding sentence, Client will promptly pay any unpaid fees covering the remainder of the Subscription Term(s). Upon termination of this Agreement or an Order Form, Client will notify Users that its access to the Services has terminated, and Fetch will not have an obligation to continue to store, maintain or provide copies of any content, data, or other information that Users posted or uploaded into Fetch's system through use of the Services. The following Sections will survive termination of this Agreement: Sections 4 -7, 9 – 11, and 13.

12. Additional Remedies. If any amount owed by Client under this Agreement is thirty (30) or more days overdue, Fetch may, without limiting Fetch's other rights and remedies, accelerate Client's fee payment obligations so that all such amounts become immediately due and payable and suspend Client's access to the Fetch Services until such amounts are paid in full. Fetch will give Client at least ten (10) days' prior notice via email that Client's account is overdue before suspending services to Client. Additionally, notwithstanding anything to the contrary herein, if Client has not accessed the Services or responded to Fetch's phone and/or email outreach for at least sixty (60) days, Fetch may elect to terminate Client's access to the Services upon the expiration of the then-current Subscription Term, in which event the Subscription Term will not automatically renew.

13. Miscellaneous. This Agreement is governed by the laws of the state of Georgia and any action or proceeding related to this Agreement must be brought in Fulton County or the federal courts located therein, and each party irrevocably submits to the exclusive jurisdiction of such courts for purposes of any such action. Except as expressly stated in this Agreement, the parties will provide notices under this Agreement in writing and will deliver them via email to the Client email address on the applicable Order Form and to Fetch at support@gofetchdata.com. Client agrees that its purchase is not contingent on the delivery of any future functionality or features, or dependent on any oral or written comments made by Fetch regarding future functionality or features. This Agreement does not create a partnership, agency relationship, or joint venture between the parties. Any assignment of this Agreement by Client in whole or in part without Fetch's prior written consent will be null and void. If any provision of this Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to affect the parties' intention and the remaining provisions will not be affected. Except as otherwise provided herein, the parties may amend this Agreement only by a written amendment signed by both parties. These Terms and Conditions will govern any conflict between these terms and an Order Form unless otherwise specified in the Order Form with respect to the conflicting term.