

HARVER SERVICE TERMS

1. Definitions

In these service terms, the following terms, indicated with a capital, whether single or plural, will have the following meaning:

Additional Services: any additional services separately rendered by Harver in connection to the Service, and which need to be agreed upon by Parties in an Order Form.

Agreement: the agreement referred to in clause 2.1.

Bespoke Content: has the meaning as referred to in clause 22.1

Business User: the employee or contractor of Customer, authorized by Customer to access the Harver Platform directly with unique credentials or access certain Content via an authorized third-party platform, e.g. a Customer ATS.

Candidate: the person applying to the Customer, who will use the Harver Platform with a unique URL per vacancy to log into the candidate experience.

Candidate Content: all information, data or material or any other content, including but not limited to Personal Data, submitted by a Candidate through the Harver Platform.

Confidential Information: all information relating to a Party's business affairs, including and without limitation any technical, financial, operational, administrative, marketing, economic and other information. Confidential Information includes all information that can reasonably be presumed to be confidential or secretive.

Content: Results, Customer Content, Candidate Content and Harver Content.

Customer: the legal entity who has entered into an Agreement with Harver.

Customer Content: all information, data or material in the form of images, videos, text and audio-visual material or any other content submitted by Customer and/or the Business User.

Consultancy Services: has the meaning as referred to in clause 21.1.

Data Processing Addendum: the arrangements between Parties with regard to the processing of Personal Data of Customer and/or Candidate, in accordance with the requirements of the Data Protection Law.

Data Protection Law: the applicable data protection law, including but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR").

Effective Date: the Contract Start date as stipulated in the Order Form.

Enterprise Implementation: the enterprise implementation if applicable as described in the Order Form.

Feedback: ideas, suggestions, recommendations, enhancement requests, provided by Customer or Business User to Harver regarding the use of the Service and/or as a result of further activities relating to the configuration

Fees: License Fee and One-Time Fee together.

License Fee: fees charged on a recurring basis in accordance with the agreement term, for use of the Harver platform.

Harver: the private company with limited liability established and existing under the laws of the Netherlands, having its registered office in (1019 GW) Amsterdam, the Netherlands, at Jollemanhof 20, registered with the Chamber of Commerce in the Netherlands, under 66145880 or its successor (in accordance with clause 12.1)

Harver Content: all information, data, material, modules and tests in the form of images, videos, text and audio-visual material, Bespoke Content or any other content made available by Harver and/or its licensor(s) through the Service whether or not on a customized basis.

Harver Flow: a Harver flow is composed from a wide variety of modules, that are easy to setup and customized to the hiring needs of each Customer.

Harver Platform: the my.harver.com (software-as-a-service) platform, consisting of a Harver Flow, developed by Harver and/or its licensor(s) for the online application and recruitment process and with which Customer can access the Results visible through the admin dashboard.

Initial Term: the agreed upon initial term of the Agreement, starting on the Effective Date and ending on the End Date, as specified in the Order Form.

Intellectual Property Rights: all rights in any jurisdiction throughout the world in and to any (a) patents, patent applications, statutory invention registrations, including any divisions, continuations, continuations-in-part and substitute applications of the foregoing, and any extensions, reissues, restorations and re-examinations of the foregoing; (b) unpatented inventions, discoveries and methodologies, algorithms, know-how, and trade secrets; (c) works of authorship, whether copyrightable or not, mask work rights, software, databases and compilations, registered and unregistered copyrights and derivatives thereof; (d) trademarks, service marks, trade names, logos and other indicia of origin, domain names, and URLs, and all goodwill associated therewith and (e) any rights of personality or publicity, moral rights, and other proprietary rights.

One-Time Fee: one-time fee include agreed upon set-up costs, depending on the set-up package, as stipulated in the Order Form.

Order Form: the order form, or multiple order forms, where Parties stipulate the commercial terms (including the production of Bespoke Content) of the Service and/or under 'special terms' any legal deviations to the Agreement, as signed by Parties.

Parties: Harver and Customer together, or separately referred to as "**Party**".

Personal Data: any information relating to an identified or identifiable natural person, directly or indirectly, within the meaning of the Data Protection Law.

Renewal Term: has the meaning as referred to in clause 8.1

Representatives: present and future officers, directors, shareholders, employees, agents, affiliates, contractors and professional advisors.

Results: the results of the application process as completed by Candidate on the Harver Platform.

Service: the access and use of the Harver Platform, facilitated by Harver to Customer in accordance with the Agreement and Order Form.

Service Data: has the meaning as referred to in clause 7.3

SJT: the "**Situation Judgement Test**" or Game as created by Harver as a module for the Harver Platform, in accordance with paragraph 22.

SLA: the service level addendum as applicable between Parties regarding the provision of Support.

Support: the maintenance and support services provided by Harver to Customer with respect to the Service, as described in the SLA.

Terms: these service terms pertaining to the use of the Service and/or Additional Services.

Usage Data: anonymized and/or aggregated data that Harver may collect about Customer, Business User, Candidate, the Services and/or Results, which are utilized to i) understand trends in the usage of the Service, and ii) establish relevant benchmarks to further improve the Services, and iii) for research reasons. Usage Data does not contain Confidential Information or Personal Data.

2. Scope of the Agreement

2.1 These Terms together with the Order Form and the SLA and the Data Processing Addendum constitute the Agreement between Harver and Customer and are legally binding on Harver and Customer. The Agreement governs all Services, Support and Additional Services rendered by Harver to Customer. No other terms and conditions shall be binding upon Harver unless accepted in accordance with clause 12.4. Harver expressly rejects any general terms and conditions used by Customer. Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase

order will be null and void and do not bind Harver

2.2 The documents constituting the Agreement have the following order of priority: i) the section 'special terms' in the Order Form, if any; ii) the Data Processing Addendum; iii) the Order Form (excluding the section 'special terms'); iv) the Terms; v) the SLA. In case of conflict between those documents, the document with the highest priority will prevail.

2.3 Subject to the terms and conditions of the Agreement, Harver shall deliver the Service to Customer and, if applicable, any Additional Services.

2.4 All (delivery) periods and (delivery) dates agreed between Parties, if any, are merely estimates, unless specifically accepted in writing by Harver. If Parties have agreed on a change to the content or scope of the Agreement (additional work, change in specifications, etc.) or a change in the approach to the execution of the Agreement, Parties shall agree on a new delivery dates regarding the provision of services.

3. Services

3.1 Upon execution by Parties of an Order Form, Harver shall grant Customer access to the Service and will provide Support in accordance with the SLA.

3.2 Customer receives a link to the Harver Platform during the on boarding phase where the Customer can login with an email address and by creating a password. On the Harver Platform, Customer is able to set up, edit and release the Harver Flow(s).

3.3 Prior to the operational use of the Service, Harver shall offer basic support in setting-up, installing and configuring the Service. For a full and integral implementation (Enterprise Implementation) of the Service, additional arrangements must be made in the Order Form by Parties.

3.4 Customer will provide Harver with the necessary information, Customer Content and support, in order for Harver to provide the Service to Customer.

3.5 The use of the Service is at Customer's own risk and responsibility. Customer is responsible for ensuring that Customer Content provided by Customer to Harver and Candidate Content saved and/or exchanged by Candidate and or Business User through the Service is lawful and does not breach the (Intellectual Property) rights of Parties and third parties. Harver does not accept any liability whatsoever for Customer Content and Candidate Content saved and/or exchanged using the Service.

3.6 Customer is solely responsible and liable for the Results, Customer Content and Candidate Content. Harver accepts no responsibility whatsoever for any (selection) decisions made by Customer or Business User based on the Candidate Content and Results as used in the Service. Customer acknowledges and agrees that Harver does not have any influence over the Customer Content and Candidate Content uploaded by means of

the Service.

3.7 Customer agrees not to i) modify, delete or make additions to the Service, including the trademarks and other Intellectual Property Rights incorporated therein; ii) infringe the Intellectual Property Rights of Harver, including, but not limited to, the registration of domain names, Harver Content, trademarks or Google Adwords that are identical or similar to any object to which Harver holds Intellectual Property Rights; iii) reproduce, modify, reverse engineer or publish the Service; iv) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, share or otherwise commercially exploit or make the Service available to any third-party, other than Candidates; v) use the Service to knowingly post, transmit, upload, link to, send or store any content that is unlawful, abusive, libellous, racist, hateful, obscene, or discriminatory.

4 Data Protection

4.1 In rendering the Services, Harver may from time to time be provided with, or have access to, information of Customer, Business User or Candidate which may qualify as Personal Data.

4.2 Harver will process any Personal Data as 'data processor' in accordance with the applicable Data Processing Addendum and the Data Protection Law, if applicable.

4.3 Customer will ensure that the use of the Service is compliant with the Data Protection Law and relevant security standards within Customer's region as agreed upon in the Order Form and that is consistent with generally accepted and commercial reasonable industry standards.

5 Fees and payment

5.1 Customer agrees to pay Harver the License Fee and One-Time Fee, if applicable, as specified in the Order Form. The Fees quoted and payable are stated in the Order Form and do not include turnover tax (VAT) and/or other government levies/taxes, if applicable.

5.2 Unless otherwise indicated in the Order Form, the Fees are due and payable within thirty (30) days after invoice date.

5.3 The Customer may not suspend any payments and/or set off any amounts owed to Harver, including a suspension of payment based on complaints regarding the Service, Support and/or the invoice.

5.4 If any sums payable under the Agreement are not received by Harver within the period as set forth in clause 5.2 of the Agreement, Harver reserves the right, without prejudice to any other rights and remedies and, upon giving notice to Customer and a remedy period of thirty (30) business days, to: (a) suspend the Services, including without limitation the supply of pending and future orders, and/or (b) to charge the statutory interest + one and a half percent (1.5%) interest per month, for each month that the payment is not received by Harver.

5.5 After the Initial Term, Harver retains the right to increase the License Fee with two and a half (2.5) % annually.

6 Confidentiality

6.1 Parties shall observe strict confidentiality with regard to all Confidential Information they receive from the other Party and will not disclose such Confidential Information to a third-party other than in instances where they are legally required to do so, in which case that Party will inform the other Party without undue delay and if practically possible before the disclosure of the Confidential Information. Parties further undertake to use the Confidential Information only for the purpose for which the other Party has disclosed this Confidential Information. Parties shall also impose these or similar confidentiality obligations on its Representatives that require to receive such Confidential Information in connection with the execution of the Agreement.

6.2 Upon termination of the Agreement or upon first request of a Party, the other Party will cease any and all use of the Confidential Information of the other Party and shall immediately return the Confidential Information and any and all copies thereof, or, upon request of a Party, destroy the Confidential Information and copies thereof.

6.3 Confidential Information that constitutes trade secrets of the disclosing party shall be subject to confidentiality for as long as such information remains a trade secret under applicable law.

7 Intellectual Property Rights

7.1 If Customer complies in full with all obligations pursuant to the Agreement (including but not limited to payment of the Fees), Harver will grant Customer a limited, personal, revocable, non-exclusive, non-sub licensable and non-transferable right to use the Service and Harver Content, if any, in accordance with the Agreement.

7.2 Harver reserves all rights not expressly granted in the Agreement. Customer acknowledges and agrees that Harver and/or its licensors retain all Intellectual Property Rights related to the Service, the Harver Content, the Service Data and any other work products delivered to Customer, whether or not as Additional Services. The provision of the Service or any related product or service does not imply any transfer of Intellectual Property Rights to Customer. Customer acquires limited rights of use only in as far as explicitly granted under the Agreement.

7.3 Customer agrees that Harver may collect Feedback and Usage Data ("**Service Data**"). Harver may use Service Data to develop, improve, support, and operate its products and services during and after the term of the Agreement. This section does not provide Harver the right to identify Customer, Business User or any Candidate as the source of any Service Data without prior written consent. Customer grants to Harver a royalty-free, worldwide, transferable, sublicensable, irrevocable, and perpetual license to use or incorporate Feedback into any Harver product, offering or service.

7.4 Customer retains the Intellectual Property Rights relating to the Customer Content and Candidate Content. Customer acknowledges and accepts that by making the Customer Content available through the Service, Customer automatically and free of charge grants Harver an unlimited, worldwide, irrevocable, cost free, sub licensable and

transferable right to reproduce, distribute, redistribute, modify, translate, adapt, prepare derivative works, display and otherwise use all or part of the Customer Content, by any and all means, to the extent that this is required in the context of providing the Services in accordance with the Agreement.

7.5 During the term of the Agreement, Harver may reference Customer as a Harver customer via Customers' logo and company name on the Harver website and pre-sales documentation. Customer is entitled to revoke the permission with respect to the use of its name and logo at any time by sending an e-mail to legal@harver.com.

8 Term and termination

8.1 The Agreement commences on the Effective Date as stated on the Order Form and has been concluded for the Initial Term. Upon expiration of the Initial Term, the Agreement shall automatically renew for additional successive one (1) year terms (each a "**Renewal Term**") on the same commercial terms as agreed for the Initial Term, and in accordance with the Agreement, unless a Party provides the other Party with a non-renewal notice at least two (2) months before the expiration of the Initial Term or the then-current Renewal Term (as applicable).

8.2 The Customer may not terminate (*opzeggen*) the Agreement unless i) explicitly so agreed upon by Parties in the Agreement or, ii) the right to terminate (*opzeggen*) follows directly from the Agreement.

8.3 A Party may immediately terminate (*opzeggen*) the Agreement, without becoming liable, upon written notification to the other Party:

- I. if the other Party applies for a moratorium of payments, is declared bankrupt or otherwise ceases to meet its (financial) obligations;
- II. if the other Party suspends or discontinues its business activities.

8.4 Harver may immediately (temporarily or permanently) suspend the Service and/or terminate (*opzeggen*) the Agreement at any time, and without notice to Customer in the event that Customer materially breaches the Agreement and/or otherwise engages in (unlawful) activities that are likely to cause damages to Harver. Harver will not be liable for any costs, expenses, or damages as a result of its suspension of the Services and/or termination of the Agreement in this respect.

8.5 Upon termination of the Agreement, for whatever reason, any and all rights granted to Customer under the Agreement will automatically terminate, and Customer will immediately cease any and all use of the Service, Harver Content, Harver Intellectual Property Rights and Harver Confidential Information.

8.6 In the event of a termination (*opzegging/ontbinding*) of the Agreement, any (parts of the) Services that already have been performed and/or delivered by Harver, and any payment obligations related to it, will not be the subject of reversal, unless Harver is in default in relation to such performance. Amounts invoiced by Harver before the termination of the Agreement, in connection with (parts of) the implementation by Harver of the Services, will continue to be owed and will become immediately

due and payable at the time of the termination.

9 Liability

9.1 Notwithstanding anything else in the Agreement to the contrary, Harver's total, aggregate, cumulative liability for attributably failing (*toerekenbare tekortkoming*) to correctly perform the Agreement (which includes a breach of any warranty), any unlawful act (*onrechtmatige daad*) will be limited to direct damages only and shall never exceed two (2) times the total amounts of paid License Fee for the Services in the twelve (12) preceding months of that particular calendar year.

9.2 Direct damages shall solely mean:

- I. property damages (*zaakschade*);
- II. reasonable expenses which Customer would have to incur to make Harver's performance conform to the Agreement; however, if the Agreement is rescinded by or at the suit of Customer this alternative damage shall not be compensated by Harver;
- III. reasonable expenses incurred to determine the cause and scope of the damage, insofar as the determination relates to direct damage within the meaning of the Agreement;
- IV. reasonable expenses incurred to prevent or mitigate damage, insofar as Customer demonstrates that these expenses resulted in mitigation of direct damage within the meaning of the Agreement;
- V. damages attributable to Harver arising out of the Data Processing Addendum.

9.3 Harver's liability for damages other than direct damages, arising out of, or in connection with the Agreement, such as, but not limited to indirect loss, consequential loss, loss of use and/or damage to software, loss of profit and loss of revenue, loss of business, loss of anticipated savings, or any other similar financial loss or loss of goodwill or reputation, damage as a result of claims from third parties or other incidental, indirect, punitive or exemplary damages of any kind, unless explicitly stipulated otherwise in the Agreement, is excluded.

9.4 The limitations mentioned in the preceding paragraphs of this paragraph 9 shall not apply if and insofar as the damage or injury is the result of gross negligence (*bewuste roekeloosheid*) or wilful misconduct (*opzet*) by Harver or its directors.

9.5 No right to damages shall exist unless Customer notifies Harver in writing of the damage promptly after it has arisen. Any claim for damages against Harver shall become extinguished by the mere lapse of six (6) month after the claim has come into being.

10 Warranties & Indemnities

10.1 Harver warrants that it has (i) all requisite legal and corporate power to execute and deliver the Agreement, including each schedule, addendum, amendment and exhibit; (ii) taken all corporate action necessary for the authorization, execution and delivery of the Agreement; (iii) obtained and shall maintain all rights, approvals and consents necessary to perform its obligations and grant all rights and licenses granted to Customer under this Agreement; and (iv) taken all action required to make

the Agreement a legal, valid and binding obligation of the Harver, enforceable against Harver in accordance with the Agreement.

10.2 Harver warrants that the Services are performed in accordance with the highest industry standards and that the Services will be provided with reasonable skill and care. Harver further warrants that the Services will in all material aspects comply with the specifications as agreed upon in the Agreement and relevant documentation and shall provide the functions and features and operate in the manner agreed to by the Parties under the Agreement.

10.3 Harver does not warrant that the Service will be accessible at all times and without interruptions or failures. Harver will compensate any unavailability of the Service in accordance with the SLA.

10.4 Harver, at its own expense, shall defend any suit brought against Customer based upon a claim that the Services as such, directly incorporate and infringes any third party's patents or copyrights in the EU and shall indemnify Customer against any final award or agreed-upon settlement of damages or reasonable costs in such suit. This indemnity is conditional upon Customer giving Harver notice in writing of any suit for such infringement within 36 hours of receipt of the formal service of the complaint, or actual knowledge of the suit, if earlier, and full authority at Harver's sole discretion to settle or to conduct the defense thereof, and full reasonable assistance and co-operation by Customer in said defense.

10.5 No cost or expense shall be incurred on behalf of Harver without its written consent. In the event that the Services are held to constitute an infringement by a court of law, Harver, at its own election and its own expense may either procure for Customer the right to continue the use of the Services or modify such to make them non-infringing.

10.6 Notwithstanding the foregoing, there shall be no indemnification by Harver with respect to any claim, loss, damage, expense or liability:

- I. unless Harver shall have been given the opportunity to defend the matter and Customer fully reasonably co-operates in such defense;
- II. if Customer has communicated with the claimant or has appeared in court, if applicable, without prior approval of Harver;
- III. if the claimed infringement is settled without Harver's consent;
- IV. if the infringement results from the use of the Services that were modified by Customer, or that were combined with other materials or works not delivered by Harver.

10.7 Customer represents and warrants that it has all rights to grant the licenses as laid down in clause 7.4 of the Terms, without infringing or violating any third-party rights, including but limited to, the Data Protection Law, publicity rights, Intellectual Property Rights or any other proprietary rights.

10.8 Customer agrees to indemnify, defend and hold Harver and its Representatives harmless from and against any and all claims, damages, penalties, liability and costs, including reasonable attorneys' fees, arising out of i) attributable breach of the Agreement by Customer, included but not limited to paragraph 3, clause 7.4 and 10.7 of the Terms; ii) the selection of Candidates via the Services by Customer or Business User; iii) the non-compliance of Customer's obligations under the Data Protection Law.

11 Force majeure

11.1 In the event of force majeure, there will be no attributable failure in the performance of the Agreement by the Parties.

11.2 Force majeure includes, among other things, interruptions in the supply of electricity, strikes, riots, government measures, fire, natural disasters, floods, failure on the part of Harver's suppliers, failure on the part of third parties engaged by Harver, interruptions in the connection to the internet (whether or not due to a DDoS attack), hardware malfunctions, malfunctions in networks, including telecommunication networks, and other unforeseen circumstances.

11.3 If the force majeure continues for at least thirty (30) days, the other Party is entitled to terminate (*opzeggen*) the Agreement without being obliged to pay any compensation for this termination. For the avoidance of doubt, clause 8.5 and 8.6 of the Terms will however remain in full effect.

12 Miscellaneous

12.1 Neither Party shall have the right to assign the whole or any part of the Agreement to any third party without the prior written consent of the other Party, which shall not be unreasonably withheld. However, Harver may freely assign the Agreement to any of its affiliates, group companies and/or subsidiaries.

12.2 If any provision(s) of the Agreement would be held to be illegal, unenforceable or void, that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable. Parties will then mutually agree upon a new provision that will approximate the contents and scope of the original provision, without becoming illegal, unenforceable or void itself.

12.3 The Agreement constitutes the entire agreement of the Parties relating to the subject matter the Agreement and supersedes all prior communications, contracts, or agreements between the Parties with respect to the subject matter addressed in the Agreement, whether oral or written.

12.4 The Agreement may be modified, changed and amended only by a written agreement signed by authorized representatives of each Party; a "clickwrap", e-mail, or other online mechanism used by a Party for seeking to obtain consent from the other Party to any amendment, modification or change to the Agreement shall be ineffective to bind the Parties and shall not constitute a signed written agreement hereunder.

- 12.5 Provisions from the Agreement that are intended by their nature to survive the Agreement will remain in full effect after the termination of the Agreement, including but not limited to paragraphs 6, 7 and 10 of the Terms.
- 12.6 The Agreement shall be exclusively governed by the laws of the Netherlands.
- 12.7 All controversies, disputes or claims arising out of or relating to the Agreement or the breach thereof shall be exclusively and finally settled by the competent civil court in Amsterdam.

The following terms are applicable for the use of the Harver API by Customer.

13. Definitions

In these API Terms (as defined in clause 14.1), the following additional terms, indicated with a capital, whether single or plural, will have the following meaning:

API Content: Third-Party Content or Content, as used by Customer via the Harver API.

API Terms: has the meaning as referred to in clause 14.1.

Application: has the meaning as referred to in clause 15.1.

Harver Public API usage requirements document: technical document regarding the use of the Harver API and accessible via: <https://harver.com/wp-content/uploads/2019/08/20190411-Harver-Public-API-usage-requirements.pdf>

Third-Party Content: has the meaning as referred to in clause 18.1.

The Harver API: the publicly exposed functionality as provided by Harver to whatever interaction between Harver and the Application.

14. Account and registration

- 14.1 *Accepting the API Terms.* By accessing or using the Harver API, Customer will have accepted and will comply with i) paragraphs 13 through 20 of the Terms, and ii) the *Harver Public API usage requirements* document (the “**API Terms**”) and these will become applicable to the Parties. If there is a conflict between the Terms and the API terms regarding matters relevant to Harver API, the API Terms will control for that conflict.
- 14.2 *Registration.* In order to access the Harver API, Customer may be required to provide certain information (such as identification or contact details) as part of the registration process for the Harver API, or as part of Customer continued use of the Harver API. Any registration information that Customer will provide to Harver will always be required to be accurate and up to date and Customer agrees to promptly inform Harver of any updates.

15. Using the Harver API

- 15.1 *Clients and Monitoring.* The Harver API is designed to interface Customers application or the application as used by Customer

(“**Application**”) to the Harver API. Customer agrees that Harver may monitor use of the Harver API to ensure quality and verify customer compliance with the API Terms and Agreement.

- 15.2 *Permitted Access.* Customer will only access (or attempt to access) the Harver API by the means described in the documentation of the Harver API. If Harver assigns Customer developer credentials (e.g. client IDs), Customer must use them with the Harver API. Customer will not misrepresent or mask either Customer identity when using the Harver API or developer accounts.
- 15.3 *API Limitation.* Harver sets and enforces limits on Customer use of the Harver API (e.g. the limiting of the number of API requests that Customer is allowed to make, or the number of Business User/Candidate that Customer may serve), in Harver’s sole discretion. Customer agrees to, and will not attempt to circumvent, such limitations are documented with the Harver API. If Customer would like to use the Harver API beyond these limits, Customer must obtain Harver’s explicit consent from Harver (and Harver may decline such request or condition acceptance on Customer agreement to additional terms and/or charges for that use). To seek such approval, contact the relevant Harver API team for information.
- 15.4 *Suspension.* Harver may suspend the access of Customer and/or its Applications access to the Harver API without notice if Harver reasonably believes that Customer are in violation of the API Terms.
- 15.5 *Security.* Customer will use commercially reasonable efforts to protect user information collected in the Application and shared via the Harver API, including Personal Data, from unauthorized access or use and will promptly report to Customer users any unauthorized access or use of such information to the extent required by applicable law.
- 15.6 *Ownership.* Customer does not acquire ownership of any rights in the Harver API or the API Content that is accessed through the Harver API, unless these rights were granted previous to the use of the Harver API. Harver does not acquire ownership of the API Content that is transferred by using the Harver API and the Application.

16. Prohibitions

- 16.1 *API Prohibitions.* When using the Harver API, Customer, Business User and Candidate may not (or allow those acting on Customer behalf to):
 - a. Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party, the Harver API, without permission of Harver.
 - b. Perform an action with the intent of introducing to the Harver API any viruses, worms, defects, trojan horses, malware, or any items of a destructive nature.
 - c. Defame, stalk, harass, abuse, or threaten others.
 - d. Interfere with or disrupt the Harver API or the servers or networks providing the Harver API.

- e. Promote and/or facilitate unlawful online gambling or illegal commercial messages or advertisements.
- f. Reverse engineer or attempt to extract the source code from the Harver API or any related software.
- g. Use the Harver API for any activities where the use or failure of the Harver API could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems).
- h. Scrape, build databases, or otherwise create permanent copies of API Content, or keep cached copies longer than permitted by the cache header;
- i. Misrepresent the source or ownership; or
- j. Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

17. Confidential Matters

Developer credentials (such as passwords, keys, and client IDs) that are intended to be used by Customer and identify the Application on the Harver API and are considered to be Confidential Information. Customer will keep Customer credentials confidential and make reasonable efforts to prevent and discourage other applications from using Customer credentials. Developer credentials may not be embedded in open source projects. Furthermore, Harver's communications to Customer and the Application may contain Harver Confidential Information.

18. API Content

- 18.1 *Accessible content via the Harver API.* The Harver API may contain Content and third-party content (such as text, images, videos, audio or personal data) ("**Third-Party Content**"). The Content is governed by the applicable provisions as stipulated in the Terms.
- 18.2 *Reasonability & review.* The Third-Party Content is the sole responsibility of the Customer, if made available by Customer, Business User or Candidate. Harver may review the API Content to determine whether it is illegal or violates Harver's policies or the API Terms and Harver may, in consultation with the Customer, remove or refuse to display the API Content if this is in violation of said policies.
- 18.3 *Intellectual Property.* The API Content accessible through the Harver API may be subject to Intellectual Property Rights, and, if so, Customer may not use it unless Customer is licensed to do so by the owner of the API Content or are otherwise permitted by law. Customer access to the API Content provided by the Harver API may be restricted, limited, or filtered in accordance with applicable law, regulation, and/or the API Terms.

19. Termination

- 19.1 *Termination.* Customer may stop using the Harver API at any time with or without notice. Harver reserves the right to discontinue the Harver API or any portion or feature or Customer access thereto when Customer is violating the Terms, including the API Terms and/or the Agreement.

- 19.2 *Customer Obligations Post-Termination.* Upon any discontinuation of Customer access to the Harver API, Customer will immediately stop using the Harver API, cease and delete any cached or stored API Content, unless otherwise agreed upon.

- 19.3 *Surviving Provisions.* When the API Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to paragraphs 17, 18, 19 and 20.

20. Warranties & Indemnification

- 20.1 *Warranties.* Except as expressly set out in the Order Form, Terms and API Terms, neither Harver nor its suppliers or distributors make any specific promises about the Harver API. For example, Harver does not make any commitments about the content accessed through the Harver API, the specific functions of the Harver API, or their reliability, availability, or ability to meet customer needs. Harver provides the Harver API "as is".

- 20.2 *Indemnification.* In addition to indemnifications as stipulated in the Terms, Customer will defend, indemnify and hold Harver and its Representatives harmless against all liabilities, damages, third party claims, losses, costs, including reasonable legal fees, and expenses arising from:

- a. Customer's, Business User's, Candidate's, and/or those acting on Customer's, behalf, misuse of the Harver API;
- b. Customer's, Business User's, Candidate's, and/or those acting on Customer's, behalf, violation of the API Terms; or
- c. Misuse, or use in violation of the applicable law of, API Content or data routed into or used with the Harver API via the Application, by Customer, Business User, Candidates and/or those acting on Customer's behalf.

The following terms are applicable for the provision of Consultancy Services or the creation of Bespoke Content.

21. Consultancy Services

- 21.1 *Consultancy Services.* If Parties have agreed upon an Enterprise Implementation in the Order Form, Harver will provide Customer with consultancy services. The consultancy services can include but are not limited to: *Recruitment & KPI (project-planning discussions); Concept Creation; Bespoke Content development; System Set Up & Benchmarking; Integrations; Platform Tutorials & Training; Ongoing Support ("Consultancy Services")*.
- 21.2 Harver will ensure that the Consultancy Services are given with due care and in accordance with the arrangements and procedures agreed with the Customer. The consultants deployed by Harver shall carry the qualifications agreed with Customer.
- 21.3 The term of the Consultancy Services shall depend on the agreement following from discussions between Harver and Customer. Furthermore, the required cooperation of Customer and the expected efforts from Harver shall be clear before the commence of the Consultancy Services. Harver and Customer shall take into consideration the quality of the data and

information provided by Customer when agreeing on the term of the Consultancy Services.

- 21.4 Harver shall only be obliged to adhere to mutually agreed upon instructions and arrangements by Parties. Harver shall not be obliged to adhere to instructions that differ from or extend the content or scope of the agreed Service(s) in the Order Form. If Harver nonetheless receives instructions from Customer that differ from the arrangements as stipulated in the Order form by Parties and Harver confirms to comply with these instructions, unless otherwise agreed by Parties, Harver will be compensated in accordance with Harver's standard one-off price list which are subject to changes. Current rates be found via the following link: <https://harver.com/wp-content/uploads/2019/08/One-off-price-list-1.pdf>
- 21.5 The information and data provided by Customer shall be provided in accordance with the conditions imposed by Harver and at the risk and expense of Customer. Customer shall always guarantee that the information and data made available to Harver for the purpose of providing the Consultancy Services is accurate, complete and meeting Harver's specifications.
- 21.6 Harver shall only perform the Consultancy Services during Harver's standard working days and times, except where explicitly agreed otherwise with Customer.
- 21.7 Customer's use of advice given by Harver shall in all cases be at Customer's risk and expense, except where agreed otherwise.
- 21.8 Where applicable, the burden of proving that Harver's Consultancy Services and its results do not conform to the agreements made, shall lie with Customer. Harver shall nonetheless possess the right to furnish evidence to the contrary by any means.
- 21.9 To enhance the Consultancy Services, Harver and Customer shall periodically inform each other in a manner agreed with. Customer and Harver shall designate contacts who will facilitate the necessary communications during the realization of the Consultancy Services.
- 21.10 Customer shall not be entitled to provide third parties with information on Harver's Consultancy Services, its advice and its methods and/or techniques.

22 Bespoke Content

- 22.1 *Content Creation.* If Parties have agreed upon an Enterprise Implementation in the Order Form, including the creation of SJTs and/or Host videos (the "**Bespoke Content**"), Harver will provide Customer with the Bespoke Content. The Bespoke Content shall constitute as "**Harver Content**". Harver will produce and deliver the (quantity of) Bespoke Content as stipulated in the Order Form, additional work (additional SJT's/Host videos/Filming day etc) will be invoiced separately and in accordance Harver's standard one-off price list as indicated in clause 21.4.

- 22.2 For the creation of the Bespoke Content, Harver shall provide for workshop sessions, concept creation, script creation, content validation, casting, filming and video production, as agreed upon in the Order Form. Based on the specific requirements and needs for the Customer, Harver may deviate from creation of the individual Bespoke Content items as stipulated in this paragraph 22. Customer shall furnish Harver with the necessary amount of information and cooperation needed to create the Bespoke Content, including but not limited to, access to Customer's premises Customer's job analysis, and employee interviewing and job shadowing.

22.3 *Workshop sessions.*

Harver shall prepare the creation of the Bespoke Content according to the information, observations and insights gained during workshop sessions with Customer. Parties shall agree on the duration of the workshop sessions in days.

22.4 *Concept creation.*

Based on the information gathered by Harver in the workshop sessions, job shadowing and interviewing, Harver will create an initial concept for the Bespoke Content. Harver will present the concept to Customer, the Customer is able to provide Harver with feedback on this concept. In mutual agreeance Parties will finalize and establish the final concept.

22.5 *Script creation.*

After the final concept has been established by Parties, Harver will create the script for the Bespoke Content. After the delivery of the first version of the script and delivery to the Customer, Customer will be able to provide feedback in two rounds. After these feedback rounds, the script will be finalized.

22.6 *Content Validation.*

The content validation phase if to perform a validation on the questions and answer options for the SJT script. For the validation, Harver expects Customer to appoint a group of mid/high performers (Customers' employees) to provide the necessary feedback on the SJT questions and answer options.

22.7 *Casting.*

Harver will cast the actors for the Bespoke Content in consultation with the Customer.

22.8 *Filming.*

For the filming of the Bespoke Content, Harver expects sufficient preparation from Customer (shooting locations, allocation of Customer's employees (if any), including signed quit claims). Unless otherwise stipulated in the Order Form, Harver will allocate a maximum of 2 days for filming the Bespoke Content. The Parties will approve 'scenes' during the filming of the Bespoke Content.

22.9 *Video Production.*

After the filming, Harver will edit and finalize the Bespoke Content. Customer will be able to provide feedback in one round. After the feedback round, the Bespoke Content will be finalized.

22.10 *Duration*. Parties shall agree on reasonable deadlines for each aspect of the Bespoke Content creation.

22.11 *Licensing & Intellectual Property*. Harver is the sole owner of the right to use, distribute, and/or multiply the Bespoke Content. This right shall not be subject to changing circumstances. Harver grants Customer a limited, personal, revocable, non-exclusive, non-sub licensable and non-transferable right to use the Bespoke Content in accordance with clause 7.1, provided that Customer will solely display the Bespoke Content to Candidates via Customer's Harver Flow, for the purposes of the Services and in accordance with the Agreement. For the avoidance of doubt, Customer is not allowed to use the Bespoke Content outside of the Harver Platform, unless explicitly approved by Harver in accordance with clause 12.4.