



Pinpoint

Sales Agreement





Pinpoint Sales Agreement

This Pinpoint Sales Agreement (the "Agreement") is entered into on the Service Start Date listed on the Order Form (the "Effective Date") between The Infuse Group (t/a Pinpoint Software) with a place of business at One Waverley Place, St Helier, Jersey, JE1 2PP (the "Company"), and the Customer listed on the Order Form.

This Agreement includes and incorporates the Order Form, the Data Processing Agreement, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.



Terms & Conditions

SAAS SERVICES AND SUPPORT

- 1.1 Subject to the terms of this Agreement, the Company will use commercially reasonable efforts to provide the Customer the Services described on the Order Form.
- 1.2 Subject to the terms hereof, the Company will provide Customer with reasonable technical support services in accordance with the Company's standard practice.
- 1.3 Notwithstanding clause 8.1, the Company will use all reasonable commercial efforts to ensure 99.5% service availability (the "Uptime") in any calendar month (the "Uptime Target").
- 1.4 Uptime is calculated using monitoring software Pingdom.
- 1.5 If the Company fails to achieve the Uptime Target, the Customer will be issued credits against future periods of service (the "Service Credits") according to the following schedule:

Three (3) days of Services added to the end of the Customer's Service Term at no charge to the Customer if the Uptime for any calendar month is between 99% and 99.5%.

Seven (7) days of Services added to the end of the Customer's Service Term at no charge to the Customer if the Uptime for any calendar month is between 97% and 99%.

Fourteen (14) days of Services added to the end of the Customer's Service Term at no charge to the Customer if the Uptime for any calendar month is between 95% and 97%.

Thirty (30) days of Services added to the end of the Customer's Service Term at no charge to the Customer if the Uptime for any calendar month is less than 95%.

- 1.6 In order to receive the Service Credits, the Customer must notify the Company by email or otherwise in writing within thirty (30) days from the time the Customer becomes eligible to receive Service Credits.
- 1.7 The aggregate maximum number of Service Credits the Customer can claim in a single calendar month shall not exceed thirty days of Services added to the end of Customer's Service Term. Service Credits may not be exchanged for, or converted to, monetary compensation.

RESTRICTIONS AND RESPONSIBILITIES

- 2.1 The Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorised within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.
- 2.2 The Customer represents, covenants, and warrants that the Customer will use the Services only in compliance with terms of this Agreement and all applicable laws and regulations. The Customer hereby agrees to indemnify and hold harmless the Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from the Customer's use of Services. Although the Company has no obligation to monitor the Customer's use of the Services, the Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.



- 2.3 The Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). The Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of the Customer account or the Equipment with or without the Customer’s knowledge or consent.

DATA OWNERSHIP AND MANAGEMENT

- 3.1 The Customer retains full ownership and control of the data submitted to the Pinpoint platform by both the Customer's team and any of the Customer's candidates (“Customer Data”). The Customer has the right to withdraw all Customer Data at any time and the Company will use commercially reasonable efforts to support the Customer through this process.
- 3.2 The Company will not access the Customer's data in an unencrypted fashion unless explicitly invited to access this data by the Customer via the Pinpoint administrative interface. If the Company is granted access to the Customer's data, the Customer has the ability to revoke this access at any time.

CUSTOMER DATA

- 4.1 The Company acts as a data processor on behalf of the Customer, who acts as the Data Controller for all data entered into the Pinpoint platform by both the Customer's team and any of the Customer's candidates, recruiters, or third parties.
- 4.2 The Company takes appropriate measures to ensure that all personal data is kept secure, including security measures to prevent personal data from being accidentally lost, or used or accessed in any unauthorised way.

- 4.3 The data collected by the Company and processed on behalf of the Customer is transferred to and stored at one of several datacentre locations in Amsterdam (Netherlands) and may be synchronised to one of several datacentre locations in London (United Kingdom) and Dublin (Ireland) for backup and redundancy purposes.
- 4.4 The Company offers the Customer's candidates access to a suite of branded data management tools, giving those candidates the ability to assert many of the rights granted to them under data protection legislation. These include (but are not limited to) the ability to revoke their application, manage their communication and speculative application preferences, and to delete their personal data from the Pinpoint system at any time. The Customer will be notified automatically by the Pinpoint system whenever a candidate exercises these rights.
- 4.5 Any data removed from the Pinpoint platform via the data management tools offered to the Customer's candidates is removed immediately from the production system and will be removed within 30 days from all backup datasets. Any other data export or removal requests will be removed from the production system within 15 days and from all backup datasets within 45 days.
- 4.6 In the event of any conflict or inconsistency between this Agreement and the Data Processing Agreement, the Data Processing Agreement shall prevail.

CONFIDENTIALITY: PROPRIETARY RIGHTS

- 5.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of the Company includes non-public information regarding features, functionality, pricing, and performance of the Service.

Proprietary Information of the Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five



(5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

- 5.2 The Customer shall own all right, title and interest in and to the Customer Data. The Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.
- 5.3 Notwithstanding anything to the contrary, the Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

PAYMENT OF FEES

- 6.1 The Customer will pay the Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If the Customer's use of the Services exceeds the Service set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), the Customer shall be billed for such usage and the Customer agrees to pay the additional fees in the manner provided herein.



The Company reserves the right to change the Service Fees or applicable charges and to institute new charges and Service Fees at the end of the Initial Service Term or then current renewal term, upon sixty (60) days prior notice to the Customer (which may be sent by email). If the Customer believes that Company has billed the Customer incorrectly, the Customer must contact the Company no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to the Company's customer support department.

- 6.2 The Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by the Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

TERM AND TERMINATION

- 7.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.
- 7.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice, if the other party materially breaches any of the terms or conditions of this Agreement and where such breach is capable of remedy, fails to remedy the breach within ten (10) days of being notified to do so. The Customer will pay in full for the Services up to and including the last day on which the Services are provided.
- 7.3 Those sections of this Agreement that expressly or by implication are intended to continue in force on or after termination including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability, shall remain in full force and effect.



WARRANTY AND DISCLAIMER

- 8.1 The Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimises errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by the Company or by third-party providers, or because of other causes beyond the Company's reasonable control, but the Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

THE COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. TO THE EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND.

INDEMNITY

- 9.1 The Company shall hold the Customer harmless from liability to third parties resulting from infringement by the Service of any patent or any copyright or misappropriation of any trade secret, provided the Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; the Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by the Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by the Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where the Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where the Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by the Company to be infringing, the



Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for the Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and the Customer's rights hereunder and provide the Customer a refund of any prepaid, unused fees for the Service.

LIMITATION OF LIABILITY

10.1 Notwithstanding anything to the contrary, to the extent permitted by law, the company and its suppliers (including but not limited to all equipment and technology suppliers), officers, affiliates, representatives, contractors and employees shall not be responsible or liable with respect to any subject matter of this agreement or terms and conditions related thereto under any contract, negligence, strict liability or other theory:

(a) for error or interruption of use or for loss or inaccuracy or corruption of data or cost of procurement of substitute goods, services or technology or loss of business; (b) for any indirect, exemplary, incidental, special or consequential damages; (c) for any matter beyond the company's reasonable control; or (d) for any amounts that, together with amounts associated with all other claims, exceed the fees paid by the Customer to the Company for the services under this Agreement in the 12 months prior to the act that gave rise to the liability.

MISCELLANEOUS

11.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. This Agreement is not assignable, transferable or sublicensable by the Customer except with the Company's prior written consent. The Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral



agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and the Customer does not have any authority of any kind to bind the Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognised overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by English Law without regard to its conflict of laws provisions.