

EPIXEGO EMPLOYER TERMS

These Epixego Employer Terms, together with the Agreement of which they are a part, apply to your access and use of Epixego's employer Services. Defined terms have the meanings ascribed to them in this Agreement.

1.Services. Subject to the terms and conditions of this Agreement, through our Services during the Term you may:

(a) display to individual job seekers with Epixego accounts (each, a "**Candidate**") the permitted quantity of job postings that describe potential employment and contracting opportunities (each, a "**Job Posting**"); (b) send to Candidates the permitted quantity of messages to inform them of such Job Postings (each, a "**Targeted Message**"); and (c) utilize such other features identified in the applicable Order as employer Services. Job Postings, Targeted Messages, and communications and messages using the Platform (including Branding Services, if applicable) are referred to as, collectively, "**Employer Communications**," and for the avoidance of doubt each such definition includes any Employer Content the Employer Communication may contain. Employer Communications and other communications to Candidates by Epixego are collectively referred to as "**Communications**." Employer Communications are shared via the Platform and the Services with Candidates under no obligation of confidentiality and therefore the parties agree, for the avoidance of doubt, that the Information included in Job Postings and other Employer Communications are not and are not to be deemed Confidential Information.

2.Content

(A)**Definitions.** "**Content**" means, collectively, Employer Content, Candidate Content, and Epixego Content; "**Information**" means, without limitation, job descriptions, business descriptions, resumes, curricula vitae, biographies, and any other information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, logos, blogs and interactive features generated, provided, or otherwise made accessible on or through the Platform or the Services; "**Submit**" (and its variations, such as "**Submitting**," "**Submitted**," etc.) means, with respect to Information, to submit, post, upload, add, create, copy, distribute, and/or provide such Information.

(B)**Employer Content.** You are solely responsible for your Trademarks and all of the Information that you or others on your behalf Submit for inclusion in Employer Communications, or through the Platform or otherwise to Epixego, or that is included in or provided by any Employer Destination (collectively, "**Employer Content**").

(C)**Candidate Content.** Information that any person not acting for or on behalf of Employer or Epixego (or an agency, agent, or other person with apparent authority on behalf of Employer or Epixego) Submits to the Platform is referred to as, collectively, "**Candidate Content**."

(D)**Epixego Content.** Epixego is solely responsible for its Trademarks and all of the Information that is the original work of Epixego that Epixego Submits to the Platform (collectively, "**Epixego Content**"). For the avoidance of doubt, Epixego Content does not include any

Employer Content and/or Candidate Content that accompanies or is included with Epixego Content.

3. Intellectual Property. With respect to the employer Services, each party retains ownership of its own Intellectual Property Rights.

(A)**License to Employer.** Subject to the terms and conditions of this Agreement (including without limitation your payment to us of any applicable fees), we hereby grant you a non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Epixego Content solely to utilize the Services and recruit Candidates within the United States during the Term. Use, reproduction, modification, distribution, or storage of any Epixego Content or Candidate Content for any other purpose is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Epixego Content or Candidate Content for commercial use or in any way that violates any third party right.

(B)**License to Epixego.** You hereby grant Epixego, solely in connection with providing the Services, a non-exclusive, worldwide, royalty-free, fully-paid, irrevocable, sublicensable, and transferable license to (i) use, copy, distribute, display, perform, and publish Job Postings and other Employer Communications; and (ii) to (except for your Trademarks) modify your Job Postings and other Employer Communications to correct typos, improve formatting, add clarity, and increase Candidate engagement, provided that any material substantive changes shall be subject to your approval.

(C)**License to Candidates.** You hereby grant to each Candidate a non-exclusive, worldwide, royalty-free, fully-paid license to access your Employer Content through the Platform and, solely to promote and disseminate your Job Postings and other Employer Communications to increase the size and/or quality of your potential applicant pool(s), via email, social media, and otherwise, to use, reproduce, distribute, display, perform, and publish such Employer Content.

Each party represents and warrants that it owns or has all necessary rights (including Intellectual Property Rights) to grant each of the licenses it grants above.

4. Warranties.

A. You represent, warrant, and covenant that you will not communicate with any Candidate without a reasonable and legitimate intent to hire for a bona fide job opportunity or a specific position, or without possessing valid federal or state employer identification numbers. Each Job Posting must be for one (1) job opportunity only. After that position is filled or closed, the Job Posting will link to Epixego default landing pages. No Job Posting may solicit applications for more than one position. Job Postings must be solely for job opportunities in the United States.

B. You represent, warrant, and covenant that any Employer Content you Submit will not contain third-party copyrighted material, or material that is subject to any other third-party Intellectual

Property Rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant Epixego all of the license rights granted herein.

5. Certain Risk Factors.

(A)**Candidate Information.** You and we agree that Epixego (i) does not and has no obligation to fact-check, validate, or in any way confirm Candidate Content; (ii) is not responsible for Candidate Content; and (iii) does not assure that Candidate Content will be accurate or available, or that it will continue to remain available during the entire Term or thereafter. By its very nature, other people's information may be offensive, harmful, or inaccurate, and in some cases will be mislabeled or deceptively labeled.

(B)**Candidate Interactions.** Note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, underage persons, and/or people acting under false pretenses. Epixego does not take part in, nor is Epixego in any way responsible for, any interactions between you and Candidates, except to the extent necessary to maintain our Services. Epixego expressly disclaims any responsibility for any interactions between you and Candidates. You assume all risks associated with dealing with Candidates with whom you come in contact through the Services. You agree to use caution and common sense when using the Platform and Services, and when otherwise interacting with Candidates.

6. Accommodations Applicants with disabilities who are not able to or prefer not to use Epixego's online platform may contact Epixego coordinators by email at support@epixego.com to request and arrange for accommodations to apply for a job listing. Please make sure to include 'Disabilities Accommodations' in your email subject line or voice message so we can quickly assist you. If you want further information about disabilities accommodations please e-mail support@epixego.com.