



RECRIGHT MASTER SUBSCRIPTION LICENSE AGREEMENT

WELCOME TO RECRIGHT! THIS MASTER SUBSCRIPTION LICENSE AGREEMENT (“**AGREEMENT**”) GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

YOU ACCEPT AND AGREE TO THE TERMS OF THIS AGREEMENT EITHER ONLINE BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

1. DEFINITIONS

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common Control with the subject entity. “Control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Candidate**” means an individual whom You are interviewing via the Services in your recruitment process.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“**Order Form**” means the RecRight order form for Your purchase of Services, including addenda (if any) thereto, that are entered into between You and Us from time to time.

“**Purchased Services**” means Services that You purchase under an Order Form, as distinguished from those provided pursuant to a free trial.

“**Services**” means the online, Web-based RecRight video recruiting service provided by Us via RecRight home page, that You ordered as part of a free trial or under an Order Form, but exclude Third Party Applications.

“**Third Party Applications**” means software products that are provided by third parties, and that You or the Candidates use to interoperate with the Services, such as a web camera.

“**Step-by-Step Guide**” means the online demo guide for the Services, accessible via the RecRight home page, as updated from time to time.

“**Users**” means individuals who are authorized by You to use the Services on your behalf in Your organization and who have a password to use the Services. Subject further to Section 5, Your permitted Users consist of Your employees, and Your consultants, contractors and agents that You have engaged to assist in your recruitment process (“**Consultants**”).

“**We,**” “**Us**” or “**Our**” means MobileCV Oy, a Finnish corporation, the owner and operator of the Services and processor of Your personal data.

“**You**” or “**Your**” means you individually or the company or other legal entity as data controller, for which you are accepting, and have the authority to accept, this Agreement.

“**Your Data**” means all electronic data or information submitted by You or the Candidates to the Services.

2. FREE TRIAL

If You register on our website for a free trial, We will make the Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for



which you registered or (b) the start date of any Purchased Services ordered by You.

NOTWITHSTANDING SECTION 10 (WARRANTIES AND DISCLAIMERS), DURING THE FREE TRIAL, THE SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY.

Please review the Step-by-Step Guide during the trial period so that You become familiar with the features and functions of the Services before You make Your purchase.

3. YOUR RIGHT TO USE THE SERVICES DURING YOUR SUBSCRIPTION TERM.

We shall make the Services available for You to use pursuant to this Agreement and your free trial or the relevant Order Forms (as applicable) during the subscription term stated in Your free trial or Order Form. As We continuously strive to improve the Services, We reserve the right to modify, update, develop, improve and enhance the Services during Your subscription term.

4. OUR RESPONSIBILITIES

4.1 Availability. We shall use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give advance notice to the extent practicable) or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, Internet service provider failures or delays, or failures of Third Party Applications.

4.2 SLA. If Your use of the Purchased Services are interrupted or do not work as illustrated in our Step-by-Step Guide. Targeted SLA uptime is 99,5%. If Services are interrupted and fall below targeted uptime, We are willing to discuss on possible reimbursements. Reimbursements cannot however exceed Your monthly fee. Other than for reasons listed in Section 4.1, We shall use our commercially reasonable efforts to fix the situation as follows:

Priority Level	Timing
Priority 1: Complete loss of the use of the Purchased Services. Significant corruption of Your Data in the Purchased Services.	To be addressed and fixed within eight (8) Finnish business hours after being notified by You.
Priority 2: The problem causes significant interference with material functionalities of the Purchased Services, and interrupts Your use of the Purchased Services at least intermittently.	To be addressed and fixed within twelve (12) Finnish business hours after being notified by You.
Priority 3: The problem causes significant interference with a non-material functionality of the Purchased Services, but does not cause significant or continued interruption in Your Use of the Purchased Services.	To be addressed and fixed within one (1) week (i.e. seven (7) days) after being notified by You.
Priority 4: The problem causes only minor and insignificant interference or annoyance with respect to a non-material functionality of the Purchased Services, but does not interrupt Your Use of the Purchased Services.	To be addressed and fixed within four (4) weeks (i.e. 28 days) after being notified by You.

4.3. Support. We shall use commercially reasonable efforts to provide you with technical support in the use of the Services during Finnish business hours from 8:00 a.m. through 5:00 p.m. via the chat box on our home page and by email at customercare@recright.com. If You would like to have separate training in the use of the Purchased Services, We are happy to discuss how and when to train You upon mutual agreement on the arrangements and additional fees and reimbursements (if any). We



may in the future develop separate support packages available for purchase by You. If You desire to purchase a support package at such time, it will be added as an addendum to Your Order Form.

4.4. Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. All Your Data is stored and maintained in Ireland (EU/EEC area). We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 9.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services or prevent or address service or technical problems, or at Your request in connection with customer support matters. However, please note that a Candidate may request Us to delete their videos.

4.5. Retention of Your Data. Due to security and privacy concerns, We do not allow migration of Your Data from Our database. Accordingly, after the termination or expiration of the Agreement for any reason, We shall retain Your Data for a period of one (1) year ("**Retention Period**"). During the Retention Period, You shall have a limited right to access and view Your Data at no additional charge. This limited right does not include the right to further use the Services in any other manner. After the Retention Period has expired, We shall have the right to permanently destroy Your Data or You may contact Us to inquire whether We have fee-based further retention alternatives.

4.6. Sub-processors. We may use third party service providers to effectively serve RecRight to You. Every sub-processor is evaluated thoroughly to meet the security and personal data law requirements. Current list of sub-processors can be found here: <https://www.recright.com/en/sub-processors/>

5. PERMITTED USERS. If you registered to use the Services in Your individual capacity, You individually are the only permitted User of the Services and may not permit any other individual or entity to use the Services under Your registration. If you registered to use the Services on behalf of Your company, Your permitted Users are restricted to those employees or Consultants with an email address in the same domain name as with Your company and as set forth in the email address You used to register for a free trial or as specified in Your Order Form. Your Order Form states whether your Affiliates are permitted to use the Services under the Order Form and this Agreement. If Your Affiliates are permitted to use the Services, You will be responsible for their compliance with the terms of this Agreement. Otherwise, Your Affiliates wishing to use the Services should register for their own free trial or execute and deliver to Us a separate Order Form.

6. YOUR RESPONSIBILITIES

6.1. Your Responsibilities. You shall (i) be responsible for obtaining and paying for the Internet/data connection and web cameras required to Use the Services, (ii) Your Users' compliance with this Agreement, (iii) be solely responsible for your recruitment process and decisions; and the accuracy, quality, integrity and legality of Your Data and of the means by which You acquire Your Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (v) use the Services only in accordance with the Step-by-Step Guide and applicable laws and government regulations. You are responsible for deleting the recruitment related material at appropriate time.

You shall not (a) make the Services available to anyone other than Your permitted Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit Malicious Code, or (d) integrate the Services (by building interfaces or otherwise) with any other system or software, or attempt to gain unauthorized access to the Services or their related servers, systems or networks.

6.2. Third Party Applications and Your Data. If You install or enable Third Party Applications for use with the Services, You acknowledge that providers of those Third



Party Applications may have access Your Data as required for the interoperation of such Third Party Applications with the Services. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third Party Application providers.

7. FEES AND PAYMENT FOR PURCHASED SERVICES

7.1. Fees, Invoicing and Payment. You shall pay all fees for Purchased Services as specified in all Order Forms hereunder. Details with respect to invoicing and payment terms for Purchased Services shall be as specified in Your Order Form.

7.2. Suspension of Service and Acceleration. If any undisputed amount owing by You under this Agreement or Your Order Form is 30 or more days past due, We may, without limiting Our other rights and remedies, suspend Our services to You until such amounts are paid in full. We will give You at least seven (7) days' prior notice that Your account is, or will soon become, past due before suspending Services to You.

8. PROPRIETARY RIGHTS

8.1. Reservation of Rights; License. We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as the limited rights to use expressly set forth herein. We grant you a non-exclusive, non-transferable, and limited right to access and use the Services. These rights are (a) non-perpetual and (b) conditional on your continued compliance with the terms of this Agreement and Your Order Form, including payment for the Services. We reserve all rights not expressly granted to you in this Agreement, including any rights by implication or otherwise.

8.2. Restrictions. You shall not (i) create derivative works based on the Services, (ii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iii) reverse engineer the Services, or (iv) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

8.3. Ownership of Your Data. As between Us and You, You exclusively own all rights, title and interest in and to all of Your Data.

8.4. Suggestions. We shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users and Candidates, relating to the operation of the Services.

9. CONFIDENTIALITY

9.1. Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

9.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it



uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees and Consultants who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

9.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

10. WARRANTIES AND DISCLAIMERS

10.1. Our Warranties. We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with the Step-by-Step Guide, (iii) the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You, a User, a Consultant or a Candidate uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 13.2 (Termination for Cause).

10.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

11. MUTUAL INDEMNIFICATION

11.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringe or misappropriate the intellectual property rights of a third party (a "**Claim Against You**"), and shall indemnify You for any damages, reasonable attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement and Your Order Form, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

11.2. Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services, breaches the privacy or employment laws of any jurisdiction (a "**Claim Against Us**"), and shall indemnify Us for any damages, reasonable attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against



Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

11.3. Exclusive Remedy. This Section 11 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

12. LIMITATION OF LIABILITY

12.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE ORDER FORM (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT.

12.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12.3. Liability not excluded. Nothing in this Agreement or Your Order Form limits or excludes the liability of either party under Section 11 (Mutual Indemnification), liability for breaches by one party of its obligation of confidentiality owed to the other party, liability for fraud, or liability of You for breaches of Our intellectual property rights.

13. TERM AND TERMINATION

13.1. Term of Agreement. If you have subscribed for Purchased Services, this Agreement commences on the date specified on the Order Form and continues in effect for the duration specified on the Order Form. If You elect to use the Services for a free trial period and do not purchase a subscription before the end of, or during, that period, this Agreement will terminate at the end of the free trial period.

13.2. Termination for Cause. A party may terminate this Agreement and the relevant Order Form for cause: (i) upon 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.

13.3. Payment upon Termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination. If We have terminated this Agreement and the relevant Order Form for cause as set forth in Section 13.2, You also have the obligation to pay Us through the end of Your remaining term.

13.4. Surviving Provisions. Sections 4.4, 4.5, 6.1, 7.1, 8, 9, 10, 11, 12, 13.3, 13.4, 14 and 15 shall survive any termination or expiration of this Agreement and Your relevant Order Form.

14. GOVERNING LAW AND DISPUTES

14.1. Governing Law. This Agreement and Your Order Form shall be governed exclusively by, and construed exclusively in accordance with, the laws of Finland, without regard to the provisions of conflicts of law of any jurisdiction.

14.2 Dispute Resolution. Both parties shall use their best efforts to settle by amicable negotiations any disputes which may occur between them arising out of or relating to this Agreement and the relevant Order Form or the existence, validity, termination, interpretation of any term hereof or either party's performance obligations hereunder. If the parties fail to reach an amicable settlement of their dispute within 30 days of its



initiation, either party may refer such dispute to binding arbitration to the Finnish Chamber of Commerce in Helsinki, Finland in accordance with its rules. The arbitration shall be conducted in the English language by a single arbitrator who shall be a professional, legal or otherwise, but shall not be, or have previously been associated with any party to this Agreement. The arbitral award shall be final, binding and non-appealable. Notwithstanding the foregoing, in recognition of the irreparable harm that a violation by either party of its obligation of confidentiality owed to the other party or a breach by You of Our intellectual property rights would cause, the non-breaching Party may seek an injunction against such violation or breach in a court of competent jurisdiction. In any such arbitration or injunctive action, the loser shall pay the other party's reasonable attorney fees.

15. GENERAL PROVISIONS

15.1. Notice. Notices to You shall be addressed to the email address You provided upon registration to the Services or to the mailing address You provided on an Order Form. Notices to Us shall be sent to sales@recright.com or to Töölönlahdenkatu 3B, 00100 Helsinki, Finland. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery or (ii) the second business day after mailing or after sending by email.

15.2. Relationship of the Parties. The parties are independent contractors. This Agreement or Your Order Form does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. We may, however, publicly mention You as Our customer.

15.3. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement or Your Order Form.

15.4. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement or Your Order Form shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

15.5. Severability. If any provision of this Agreement or Your Order Form is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

15.6. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement and the relevant Order Form in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this Agreement and the relevant Order Form shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

15.7. Entire Agreement. This Agreement and all Order Forms, including all addenda (if any) thereto, constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or the relevant Order Form shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.