

# SEEKOUT SPOT SERVICES AGREEMENT

THIS SEEKOUT SPOT SERVICES AGREEMENT GOVERNS CLIENT'S ACQUISITION AND USE OF SEEKOUT SPOT SERVICES.

IF SEEKOUT MAKES CERTAIN SEEKOUT SPOT SERVICES AVAILABLE TO CLIENT ON A FREE TRIAL BASIS, THE APPLICABLE PROVISIONS OF THIS AGREEMENT ALSO GOVERN THAT FREE TRIAL.

CLIENT ACCEPTS THIS AGREEMENT BY SIGNING AN ORDERING DOCUMENT THAT REFERENCES THIS AGREEMENT OR BY RECEIVING FREE TRIAL SERVICES.

This SeekOut Spot Services Agreement (this "**Agreement**") is between SeekOut, a service of ZipStorm, Inc., a Delaware corporation with offices at 1100 112th Ave NE, Suite 150, Bellevue, WA 98004 ("**SeekOut**") and the company or legal entity receiving the SeekOut Spot services ("**Client**", "**you**", or "**your**"). SeekOut and Client may be referred to individually as a "Party" or collectively as the "Parties". By signing an ordering document for the Services that references this Agreement or by accepting a free trial, Client agrees to the terms of this Agreement.

This Agreement was last updated on February 14, 2025. This Agreement is effective between SeekOut and Client as of the date of Client's acceptance via an ordering document or acceptance of a free trial (the "**Effective Date**").

## 1. Services.

- 1.1. **Scope of Services.** SeekOut will provide Client with nonexclusive recruiting services for open roles identified and mutually agreed from time to time during the term of this Agreement (the "**Services**").
- 1.2. **Engagement Selection.** Prior to initiating an active search, SeekOut and Client will mutually agree in writing (email acceptable) on: (i) the applicable open role; and (ii) whether SeekOut will present candidate slates or hires on a flat fee or contingency basis. Delivery and fee structure details specific to each engagement type are located in Exhibit A (Spot Slate Packs), Exhibit B (Spot Hire Packs), and Exhibit C (Spot Agency Hire) attached hereto and incorporated by this reference (each, an "**Engagement Exhibit**"). When an engagement type is selected and mutually agreed upon, the terms of the corresponding Engagement Exhibit apply to such engagement.
- 1.3. **Engagement Schedule.** SeekOut and Client will enter into one or more written schedules or ordering documents that specify the applicable commercial details for an engagement under this Agreement, including the quantity of active searches purchased and the applicable pricing (each, an "**Engagement Schedule**"). Each Engagement Schedule will be governed by this Agreement and mutually executed by SeekOut and Client.
- 1.4. **Free Trial.** SeekOut may, in its sole discretion, offer to Client certain nonexclusive recruiting services for an open role on a limited basis free of charge (a "**Free Trial**"). SeekOut and Client will mutually agree in writing (email acceptable) on the scope of any Free Trial, including the applicable open role and delivery method, and no Engagement Schedule is required. Notwithstanding anything in this Agreement to the contrary, no terms of an Engagement Exhibit apply to a Free Trial and SeekOut may terminate a Free Trial at any time upon notice to Client.

## 2. Fees.

- 2.1. **Fees.** Client will pay SeekOut for the Services in accordance with the terms of the applicable Engagement Exhibit and Engagement Schedule.

**2.2. Payment.** SeekOut will invoice Client for the applicable fees in accordance with the payment terms of the applicable Engagement Exhibit and Engagement Schedule. Client will pay the applicable fees within thirty (30) days of such invoice. All invoices will be paid in U.S. dollars (USD).

**2.3. Taxes.** SeekOut's fees do not include any taxes, and you are responsible for paying all taxes associated with your purchases under this Agreement. If SeekOut has the legal obligation to pay or collect taxes for which you are responsible under this Agreement, SeekOut will invoice you and you will pay that amount unless you provide SeekOut with a valid tax exemption certificate authorized by the appropriate taxing authority.

**3. Term and Termination.** This Agreement shall be effective from the Effective Date and shall remain in full force and effect until terminated as provided for in this section. Either Party may terminate this Agreement at any time upon thirty (30) days' prior written notice.

**4. Confidentiality; Data Protection.**

**4.1. Confidential Information.** "Confidential Information" means all non-public information, technical data, or know-how, in whatever form, which the disclosing Party (the "**Discloser**") transmits or discloses to the receiving Party (the "**Recipient**") in any manner, or that the Recipient otherwise receives, is exposed to, or has access to or knowledge of, even if disclosed to Recipient prior to this Agreement, relating to the properties, business activities, or operations of Discloser, including, without limitation: (i) all information of Discloser disclosed in writing or other tangible form and that is plainly marked by Discloser as confidential or "proprietary" or other similar wording; (ii) information that by its nature, industry standards, industry practices, or the context of its disclosure would be reasonably understood to be confidential; (iii) all information of Discloser that is not known to the public, without regard to the form in which such information is disclosed; and (iv) the contents of discussions and negotiations between the Parties concerning this Agreement.

**4.2. Use and Disclosure.** Recipient will not use Discloser's Confidential Information for any purpose other than in furtherance of this Agreement. Recipient will not disclose Discloser's Confidential Information to any person or entity other than Recipient's employees, agents, advisors, and representatives with a need to know the Confidential Information in order to carry out the purpose of this Agreement and who agree to be bound by Recipient's obligations under this Agreement with regard to nondisclosure and nonuse of such Confidential Information. Upon Discloser's request, Recipient will return or destroy, as directed by Discloser in its sole discretion, all of Discloser's Confidential Information.

**4.3. Exceptions.** Confidential Information does not include information that Recipient can demonstrate: (i) was rightfully in its possession or known to it without an obligation of confidentiality prior to receipt from Discloser; (ii) is or has become public knowledge through no fault of Recipient; (iii) is rightfully obtained by Recipient from a third party without breach of any confidentiality obligation known to Recipient; or (iv) was independently developed by Recipient without use of or access to Discloser's Confidential Information.

**4.4. Disclosure Required by Law.** If Recipient becomes legally compelled to disclose any of Discloser's Confidential Information, Recipient will (i) promptly notify Discloser of such requirement before any disclosure is made so that Discloser may seek a protective order or other appropriate remedy limiting disclosure or use of such Confidential Information; and (ii) provide reasonable assistance to Discloser to seek such remedy at Discloser's expense. If such protective order or other remedy is not obtained, Recipient may furnish only that portion of such Confidential Information that, in the written opinion of its legal counsel, it is legally required to disclose, and Recipient agrees to make commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to the Confidential Information.

**4.5. SeekOut as Service Provider.** SeekOut will process, transmit, use, store, or disclose Client Data in order to provide the Services to you. "Client Data" is data you provide to SeekOut through your receipt of the Services. With respect to Client Data, SeekOut will (i) act as a Service Provider as defined by the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq. ("CCPA"); (ii) not sell Client Data; and (iii) not collect, retain, use, disclose, or otherwise process Client Data other than (a) to provide the Services, (b) with your consent or at your direction, or (c) for purposes expressly permitted for service providers under the CCPA, the California Consumer Rights Act ("CPRA"), and any regulations issued thereunder.

## **5. Indemnification.**

**5.1. Mutual Indemnification Obligations.** Each Party (the "**Indemnifying Party**") will defend the other Party and its officers, directors, employees, shareholders, and members (each, an "**Indemnified Party**") from and against any third party claim, threatened claim, suit, action, regulatory enforcement action, or proceeding arising out of the Indemnifying Party's gross negligence, willful misconduct, or fraud (an "**Indemnified Claim**"), and the Indemnifying Party will indemnify and hold harmless each Indemnified Party against any losses, claims, penalties, fines, judgments, damages, liabilities, or expenses, including reasonable attorneys' fees, incurred by or awarded against such Indemnified Party in connection with an Indemnified Claim.

**5.2. Procedure.** As a condition of a Party's obligations under this Section 5 (Indemnification), the Indemnified Party will: (i) give the Indemnifying Party prompt written notice of the Indemnified Claim; (ii) provide such assistance in connection with the defense and settlement of the Indemnified Claim as the Indemnifying Party may reasonably request; (iii) allow the Indemnifying Party sole control of the defense and settlement (provided that any settlement unconditionally releases the Indemnified Party of all liability); and (iv) comply with any settlement or court order made in connection with the Indemnified Claim.

## **6. Limitation of Liability.**

**6.1. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, SEEKOUT'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES AWARDED) ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE LIMITED TO THE FEES YOU PAID TO SEEKOUT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY FOR THE SERVICES TO WHICH THE LIABILITY RELATES.

**6.2. Exclusion of Indirect and Consequential Damages.** IN NO EVENT WILL SEEKOUT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE.

**6.3. Limitations Prohibited by Law.** NOTHING CONTAINED IN THIS SECTION 6 (LIMITATION OF LIABILITY) SHALL LIMIT OR EXCLUDE ANY LIABILITY TO THE EXTENT PROHIBITED BY LAW.

## **7. Disclaimer; Warranties.**

**7.1. Warranties.** Each Party warrants to the other Party that: (i) it has full power and authority to enter into and perform according to the terms of this Agreement; (ii) this Agreement is a legal and valid obligation binding upon it and enforceable in accordance with its terms; and (iii) it will comply with laws and regulations generally applicable to such Party in performing or using the Services, respectively.

**7.2. Disclaimer.** EXCEPT AS PROVIDED IN SECTION 7.1 (WARRANTIES), THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

## **8. General Provisions.**

**8.1. Governing Law; Jurisdiction.** This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Delaware, USA, without regard to conflict of law rules or principles (whether of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the Parties will be resolved by the state or federal courts sitting in New Castle County, Delaware, USA.

**8.2. Notices.** Any notice provided under this Agreement shall be in writing and sent: (i) if to SeekOut, to the address listed on page one of this Agreement, with a mandatory copy via email to legal@seekout.com; and (ii) if to Client, to the most recent address set forth in SeekOut’s records. When sent to the address set forth in the foregoing sentence or to such other address as may have been designated by either Party by notice to the other given as provided in this Section 8.2, notices shall be deemed to have been effectively given (a) upon receipt when delivered personally or via confirmed email; (b) one (1) business day after sending when sent by private express mail service (such as Federal Express); or (c) five (5) business days after sending when sent by regular mail.

**8.3. Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party’s prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety without the other Party’s consent to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

**8.4. Feedback.** Either Party may provide suggestions, comments, ideas, know-how, or other feedback to the other Party regarding the other Party’s technologies, products, or services (collectively, “Feedback”). Feedback is voluntary and the recipient is not required to hold it in confidence and is not obligated to post or use the Feedback in any way; provided, however, the Feedback may be used by the recipient for any purpose without obligation of any kind, notwithstanding anything to the contrary in this Agreement.

**8.5. Marketing.** You agree that SeekOut may identify you as a client in or on SeekOut’s demonstrations, website, or other promotional materials. SeekOut’s use of your name and logo will be in accordance with any guidelines you provide. Upon your written request, SeekOut will promptly remove your name or logo from SeekOut’s website and marketing materials

**8.6. Sanctions and Export Control.** The Parties represent that they have conducted internal due diligence in regard to U.S. Export Administration Regulations (15 C.F.R. § 730 et. seq.), economic sanctions regulations administered by the Office of Foreign Assets Control (“OFAC”, 31 C.F.R. § 500 et seq.), and other applicable U.S. and global export control and economic sanctions laws and regulations, and they are not restricted by U.S. law or regulation from the activities, rights, or obligations in this Agreement. Each Party shall comply with the sanctions and export control laws and regulations of the United States and other applicable jurisdictions in performing and receiving the Services.

**8.7. Anti-Corruption.** Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other Party in connection with this Agreement. Reasonable gifts, entertainment, or business agreements provided in the ordinary course of business do not violate the above restriction.

- 8.8. Entire Agreement.** This Agreement constitutes the Parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the Parties relating to its subject matter as well as any prior contractual agreements between the Parties. No modification to this Agreement will be binding unless it is in writing and includes a signature by an authorized representative of each Party. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 8.9. No Waiver.** No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right.
- 8.10. No Third-Party Beneficiaries.** This Agreement is for the benefit of the Parties and their successors and permitted assigns and does not confer any rights or benefits on any third party, including any employee of a Party, any customer of a Party, or any employee of a customer of a Party.
- 8.11. Relationship.** This Agreement is not intended to create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship. Neither Party may bind the other Party or act in a manner which expresses or implies a relationship other than that of independent contractor.

**Exhibit A**  
**Spot Slate Packs**

A Spot Slate Pack is designed to augment the sourcing function of a client's recruiting organization in a compressed timeframe for timely hiring. Each Spot Slate Pack includes delivery of slates of qualified prospective candidates who have expressed interest in working for the client. Following delivery of a slate of candidates, a client's recruiting organization will further engage with these prospective candidates to potentially hire for an open role with Client. SeekOut does not guarantee that prospective candidates will accept a role with Client.

When Client purchases Spot Slate Pack(s) from SeekOut, the below terms and the terms of the applicable Engagement Schedule apply.

1. **Candidate Slate.** When engaged for each active search for an open role, SeekOut will supply ten (10) qualified candidates who have expressed interest in the role with Client (each, a "**Candidate Slate**"). If Client requests, SeekOut will also conduct a 15 minute screening interview with the prospective candidates.
2. **Candidate Slate Delivery.** A Candidate Slate will be delivered approximately two (2) weeks from mutual agreement between SeekOut and Client based on the applicable scorecard and calibration profiles. SeekOut will work with Client on further remediation strategies if that timeline is not possible.
3. **Spot Slate Packs.** Each Spot Slate Pack includes a set quantity of roles for which SeekOut will deliver Candidate Slates and a set term during which Client may use the Spot Slate Pack. The quantity of roles and duration will be set forth in the applicable Engagement Schedule. As an example, a Spot Slate Pack may include Candidate Slates for twenty (25) roles for use during a one (1) year term. Spot Slate Packs may also be available on a pilot basis, which may include Candidate Slates for five (5) roles for use during a ninety (90) day term.
4. **Spot Slate Pack Fees and Payment.** Client will pay SeekOut a one-time fee for each Spot Slate Pack (the "**Slate Pack Fees**"), as set forth in the applicable Engagement Schedule. Pricing and resource allocation for each Spot Slate Pack is based on the quantity of roles purchased and set duration for use, as mutually agreed in the applicable Engagement Schedule. SeekOut will invoice Client for the Slate Pack Fees upon mutual execution of the applicable Engagement Schedule. Client will pay the applicable Slate Pack Fees within thirty (30) days of such invoice. All invoices will be paid in U.S. dollars (USD).



## **Exhibit B**

### **Spot Hire Packs**

A Spot Hire Pack is designed to augment the recruiting function in a client's talent acquisition organization by working closely with the talent acquisition organization to ensure timely fulfillment of key roles with the client. A Spot Hire Pack includes sourcing for qualified prospective candidates who have expressed interest in working with the client; assisting with initial screening of the candidates; coordinating with the client's recruiter or hiring manager to ensure interested candidates are receiving necessary follow-up; and remaining engaged with the client's team until a hire is made or the client decides to abandon the given role.

When Client purchases Spot Hire Pack(s) from SeekOut, the below terms and the terms of the applicable Engagement Schedule apply.

1. **Spot Hires.** For each active search engaged, if Client hires a candidate that SeekOut presents to Client, then one (1) hire will be credited against the purchased Spot Hire Pack. If Client makes several hires from the multiplicity of candidates that SeekOut presents to Client, then a corresponding number of hires will be credited against the purchased Spot Hire Pack. As an example, if Client is hiring for multiple software engineers and three (3) of the candidates that SeekOut presents are hired, then three (3) hires will be credited against the purchased Spot Hire Pack. A candidate that SeekOut presents will not be eligible for a hire credited against the purchased Spot Hire Pack if Client notifies SeekOut that such candidate is a Client-Sourced Candidate (as defined below).
2. **Client-Sourced Candidates.** Client will promptly notify SeekOut in writing if a SeekOut-presented candidate is a Client-Sourced Candidate. No hire will be credited against the purchased Spot Hire Pack for Client-Sourced Candidates. "Client-Sourced Candidate" means a candidate referred by SeekOut to Client who: (i) applied for a position with Client, or was referred to Client by a third party or Client employee, and Client has actively engaged with such candidate within the three (3) months preceding the referral date; or (ii) within the twenty-four (24) months preceding the referral date, was an employee or contractor of Client.
3. **Spot Hire Packs.** Each Spot Hire Pack includes a set number of hires for open roles with Client and a set term during which Client may use the Spot Hire Pack. The number of hires and duration will be set forth in the applicable Engagement Schedule. As an example, a Spot Hire Pack may include hires for twenty (25) roles for use during a one (1) year term. Spot Hire Packs may also be available on a pilot basis, which may include hires for five (5) roles for use during a ninety (90) day term.
4. **Spot Hire Pack Fees and Payment.** Client will pay SeekOut a one-time fee for each Spot Hire Pack (the "**Hire Pack Fees**"), as set forth in the applicable Engagement Schedule. Pricing and resource allocation for each Spot Hire Pack is based on the quantity of hires for open roles purchased and set duration for use, as mutually agreed in the applicable Engagement Schedule. SeekOut will invoice Client for the Hire Pack Fees upon mutual execution of the applicable Engagement Schedule. Client will pay the applicable Hire Pack Fees within thirty (30) days of such invoice. All invoices will be paid in U.S. dollars (USD).

**Exhibit C**  
**Spot Agency Hire**

Spot Agency Hire is designed to assist a client's talent acquisition function by addressing unexpected surge hiring needs, without the need to surge internal capacity, and by hiring for hard-to-fill senior roles. While similar to traditional agency hiring, SeekOut aims to deliver higher-quality candidates, faster, and at lower cost than traditional agencies. With Spot Agency Hire, there is no long-term commitment for a specified volume of roles and services are delivered on a contingent placement fee basis, with retainer.

When Client engages SeekOut for a Spot Agency Hire(s), the below terms and the terms of the applicable Engagement Schedule apply.

1. **SeekOut-Presented Candidates.** For each active search engaged, candidates that SeekOut presents to Client will be eligible for a Placement Fee (as defined below) if hired, unless Client notifies SeekOut that such candidate is a Client-Sourced Candidate (as defined below).
2. **Client-Sourced Candidates.** Client will promptly notify SeekOut in writing if a SeekOut-presented candidate is a Client-Sourced Candidate. No Placement Fee will be due for Client-Sourced Candidates. "Client-Sourced Candidate" means a candidate referred by SeekOut to Client who: (i) applied for a position with Client, or was referred to Client by a third party or Client employee, and Client has actively engaged with such candidate within the three (3) months preceding the referral date; or (ii) within the twenty-four (24) months preceding the referral date, was an employee or contractor of Client
3. **Candidate Resignation or Termination.** If a hired candidate resigns or if Client terminates a hired candidate for cause within ninety (90) days after employment commences, Client will promptly notify SeekOut in writing. Following such notification, SeekOut will, at SeekOut's election, either (i) find a qualified replacement to fill the position; or (ii) provide a pro-rated refund of the applicable Placement Fee.
4. **Retainer Fee.** Client will pay SeekOut a non-refundable retainer fee for each active search engaged (the "**Retainer**"), as set forth in the applicable Engagement Schedule. Each Retainer becomes due and non-refundable when SeekOut and Client mutually agree on engagement for an active search.
5. **Placement Fee.** If a candidate introduced by SeekOut accepts a position of employment with Client, then Client will pay SeekOut a fee equal to a percentage of such hired candidate's Initial Base Salary (the "**Placement Fee**"), as set forth in the applicable Engagement Schedule. "Initial Base Salary" means the annual salary to be paid to the hired candidate during the first year of employment with Client and will not include any other type of compensation, including, without limitation, bonuses, equity, or employee benefits. When a Placement Fee is due, the Retainer paid for such active search will be credited against the Placement Fee due.
6. **Payment.** SeekOut will invoice Client for the applicable Retainer(s) when Client and SeekOut mutually agree on engagement for an active search(es). SeekOut will invoice Client for the applicable Placement Fee on or following the first day the hired candidate commences employment with Client. Client will pay the applicable Retainer(s) and/or Placement Fee(s) within thirty (30) days of invoice. All invoices will be paid in U.S. dollars (USD).