



## 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 July 3, 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**"). Prior to initiating an active search, SeekOut and Client will mutually agree on the applicable open role and delivery method.
- 1.2. Order Forms.** SeekOut and Client will enter into one or more ordering documents that specify the applicable commercial details for an engagement under this Agreement, including whether SeekOut will deliver candidate slates, or hires on a flat fee or contingency basis; the applicable pricing; and, if applicable, the quantity of active searches purchased (each, an "**Order Form**"). Each Order Form will be governed by this Agreement and mutually executed by SeekOut and Client. Additional delivery and payment details specific to each engagement type are located in the applicable order form supplement available at [www.seekout.com/terms/seekout-spot-services-agreement](http://www.seekout.com/terms/seekout-spot-services-agreement) (each, an "**Order Form Supplement**"). When an engagement type is selected and mutually agreed upon in an Order Form, the terms of the corresponding Order Form Supplement apply to such engagement.
- 1.3. 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 Order Form is required. Notwithstanding anything in this Agreement to the contrary, no terms of an Order Form Supplement apply to a Free Trial and SeekOut may terminate a Free Trial at any time upon notice to Client.
- 1.4. Client-Sourced Candidates.** Client will promptly notify SeekOut in writing if a SeekOut-presented candidate is a Client-Sourced Candidate. "Client-Sourced Candidate" means a candidate referred by SeekOut to Client who Client can demonstrate: (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.

### 2. Fees; Payment; Taxes.

- 2.1. Fees.** Client will pay SeekOut for the Services in accordance with the terms of the applicable Order Form and Order Form Supplement.
- 2.2. Payment.** SeekOut will invoice Client for the applicable fees in accordance with the payment terms of the applicable Order Form and Order Form Supplement. 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 will be effective from the Effective Date and will 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; Intellectual Property.

- 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. 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. Confidential Information does not include information that Recipient can demonstrate: (a) was rightfully in its possession or known to it without an obligation of confidentiality prior to receipt from Discloser; (b) is or has become public knowledge through no fault of Recipient; (c) is rightfully obtained by Recipient from a third party without breach of any confidentiality obligation known to Recipient; or (d) was independently developed by Recipient without use of or access to Discloser’s Confidential Information. If Recipient becomes legally compelled to disclose any of Discloser’s Confidential Information, Recipient will (I) to the extent legally permissible, 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.

**4.2. Data Protection.** To provide the Services, SeekOut will provide Client with certain personal data of prospective candidates, in accordance with such candidates’ consent. Each Party will process, transmit, use, store, or disclose such personal data as an independent controller under applicable data protection laws, and each Party will be individually and separately responsible for complying with its obligations under applicable data protection laws. SeekOut is making personal data available to Client solely for Client’s internal business purposes of identifying, contacting, and recruiting prospective candidates for employment opportunities, and Client will use such data solely for such purposes. Each Party will implement appropriate technical and organizational measures to protect such personal data shared pursuant to this Agreement.

**4.3. Intellectual Property.** Each Party retains all ownership rights in and to its Confidential Information. Subject to Client’s payment of fees due under an applicable Order Form, SeekOut grants Client a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to copy, maintain, and use (as applicable) solely for its internal business purposes associated with its use of the Services anything that SeekOut provides to Client under this Agreement. SeekOut and Client each retains all right, title, and interest in and to its respective intellectual property and SeekOut retains all ownership rights in and to anything provided under this Agreement.

**5. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY’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. IN NO EVENT WILL EITHER PARTY 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. NOTHING CONTAINED IN THIS SECTION WILL LIMIT OR EXCLUDE ANY LIABILITY TO THE EXTENT PROHIBITED BY LAW.

**6. Disclaimer; 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. EXCEPT AS PROVIDED IN THIS SECTION, 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.

**7. General Provisions.**

**7.1. 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.

- 7.2. **Notices.** Any notice provided under this Agreement will 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](mailto:legal@seekout.com); and (ii) if to Client, to the most recent address set forth in SeekOut's records.
- 7.3. **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.
- 7.4. **Feedback; Marketing.** 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. 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.
- 7.5. **Compliance.** 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 will comply with the sanctions and export control laws and regulations of the United States and other applicable jurisdictions in performing and receiving the Services. 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.
- 7.6. **Miscellaneous.** 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 relating to such subject matter. 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. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right. 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. 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.

## 8. Supplemental Order Form Terms.

When one or more of the following Services is purchased via an Order Form, the terms of the corresponding Order Form Supplement are incorporated into this Agreement by this reference and apply to such Services:

- Order Form Supplement 1: Spot Slate Packs (if purchased)
- Order Form Supplement 2: Spot Hire Packs (if purchased)
- Order Form Supplement 3: Spot Agency Hire (if purchased)