

Order Form – Affinda Resume Parser API

Client Details

Name	Compañía de Seguros Confuturo S.A.	Contact	Miguel Cornejo Jorquera
Address	Apoquindo 6750 piso 18, Las Condes	Phone	(56 2) 2 353-7165
		Email	mcornejoj@confuturo.cl

Service Description and Fees

Service Description and Fees	Per	Price (\$USD excl. tax)
<input type="checkbox"/> Upfront _____ resume parses	Once off	\$ N/A
<input checked="" type="checkbox"/> Annual subscription 6,000 credits	Year	\$ 800
<input type="checkbox"/> Customisations	Year	\$ N/A

Other Specifications

Initial Term	Twelve (12) months; commencing on date November 7, 2023
Permitted Purpose	Internal use-case
Additional Restrictions	Not for in other client facing platforms
Usage Limits	<ul style="list-style-type: none"> 6,000 resume credits per year (Annual Usage Limit) If the Usage Limit is exceeded, the parties will renegotiate the Usage Limits and/or Fees

Other key terms All Fees payable up front, within fourteen (14) days of invoice

Authorisation

This API License Agreement ("**Agreement**") is entered into on November 7, 2023 between Affinda Pty Ltd (ACN 643 226 859) of Level 4, 180 Flinders Street, Melbourne, 3000, Australia ("**Affinda**") and the Client described above. This Agreement consists of this Order Form and the attached Standard Terms and Conditions. The Client confirms to have read and understood the terms and conditions of this Agreement and agrees to be bound by them.

Client Authorised Representative Details

Client Name

Title

Signature

Date

Affinda Authorised Representative Details

Name

Title

Signature

Date

Mikael Ringuette

Sales Director – North America



November 6, 2023

STANDARD TERMS AND CONDITIONS

Please read the following terms carefully before using the Affinda Systems, API, the Documentation and the Content (all as defined below). By clicking the "accept" or "ok" button, or otherwise accessing or using any part of the Affinda Systems, API, the Documentation and/or the Content, you expressly acknowledge and agree that you (on behalf of yourself or the entity that you represent, in which case the term "**You**" shall refer to such entity) are entering into a legal agreement with "**Affinda**" means Affinda Pty Ltd (ACN 643 226 859) of Level 4, 180 Flinders Street, Melbourne, 3000, Australia, and have understood and agreed to comply with, and be legally bound by, the terms and conditions of this Agreement. To the maximum extent permitted by law, You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, and if You do not agree to be bound by this Agreement, You must not access or use any part of the Affinda Systems, API, the Documentation and the Content. This Agreement may refer to You and Affinda individually as a "**Party**" and collectively as the "**Parties**". Other capitalised terms used herein are defined in clause 20.

1 API

1.1 Licence

Subject to the terms and conditions of this Agreement, Affinda grants you a personal, limited, revocable, non-exclusive, non-sublicensable, non-transferable licence to:

- (a) access, use and make calls to the API and Software solely for the Permitted Purpose;
- (b) use, copy, modify, adapt, reformat, reproduce, publicly perform and publicly display the Results and the Content solely within the Implementation, (and not for any other purpose); and
- (c) where applicable, use and access certain Documentation and materials made available to you by Affinda solely for the purpose of the Permitted Purpose.

1.2 Use of API

You must not:

- (a) corrupt or misuse the API;
- (b) copy, reproduce, modify, decompile, disassemble, reverse-compile or otherwise reverse engineer all or any portion of the API, including any source code, object code, algorithms, methods or techniques used or embodied therein; or
- (c) access or use the API:
 - (i) to distribute, publish or allow access to the API from any location or source other than through Your Application;
 - (ii) in any manner that could undermine the security of the content or the Affinda Systems;
 - (iii) in any manner that, in Affinda's reasonable opinion, amounts to disruptive, excessive or abusive usage with respect to Affinda's hardware, bandwidth access, storage space or other resources;
 - (iv) in any way that compromises or impairs the functionality of the API or the Affinda Systems;
 - (v) to engage in any activity which breaches any law, or infringes the Intellectual Property Rights or other rights of Affinda or any third party;
 - (vi) to transmit any viruses, worms, defects, trojan horses, disabling code or any other software or code of a destructive or disruptive nature;

- (vii) to conduct any data mine, scrape, crawl, email harvest or any other process that sends automated queries; or
- (viii) in any other way not expressly permitted by the terms of this Agreement.

1.3 Limitation on accessing API

- (a) Affinda may change or modify the API at any time at its discretion, in which case:
 - (i) You may not be able to access and use the API without amending or modifying Your own systems accordingly; and
 - (ii) Affinda accepts no liability for any costs or expenses that You incur in upgrading Your access to and use of the API; or
- (b) Affinda may temporarily suspend access and use of the API if it decides to protect the integrity of the Systems (and/or any other systems of Affinda API) and the Data (and/or any other data) or if it determines that You have breached this clause 1.

1.4 Usage Limits

Having regard to the Usage Limits set forth in the Order Form, You will avoid taking any action that imposes or may impose an unreasonable or disproportionately large load on the servers, network, bandwidth, systems or other infrastructure (including, without limitation, the cloud infrastructure) which operate or support the API and/or the Content or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, systems or infrastructure (such as systematically or repeatedly requesting Results to the API in an abusive or excessive manner). If Affinda believes that You are abusing or misusing of the API, or are unreasonably exceeding the Usage Limits, Affinda may renegotiate, cancel or restrict your access to and use of the Affinda Systems and API.

2 Your Data

2.1 Ownership

You will own all rights, title and interest in Your Data and You will have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Data.

2.2 Loss or damage to Your Data

In the event of any loss of, or damage to, Your Data, Affinda will use reasonable commercial endeavours to restore Your Data from the latest back-up of Your Data maintained by Affinda. Affinda will not be responsible for any loss, damage or disclosure of Your Data caused by any third party or not otherwise within its reasonable control. You are responsible for backing up any data you input to a Software Service.

2.3 Personal Data

- (a) Affinda will process Personal Data only in accordance with the terms of the Agreement and any lawful instructions reasonably given by You from time to time.
- (b) Affinda will comply with its Privacy and Data Protection Policy (<https://affinda.com/privacy-and-data-protection-policy/>), including by taking reasonable steps to ensure that Personal Data is protected from misuse, loss and interference, and from unauthorised use, disclosure or modification.
- (c) Where relevant, You acknowledge that You are the data controller and Affinda is the data processor of Personal Data for the purpose of privacy laws.
- (d) You acknowledge that Personal Data may be transferred to or stored by a third party outside Your jurisdiction as part of the Software Service and You

warrant that You have complied with all laws relating to privacy in respect of the disclosure or transmission of Personal Data to Affinda, including obtaining any required consents.

2.4 No-Charge Product

If you use a No-Charge Product, You grant Affinda a royalty-free, non-exclusive, irrevocable licence to use and reproduce data inputted by You or Your Users in the course of using the No-Charge Product in order to improve and enhance Products and for other development purposes.

3 Your Obligations

The obligations set forth in this clause 3 apply in addition to, and do not derogate from, Your obligations described elsewhere in this Agreement.

3.1 Access to and use of Product and/or API

You must:

- (a) use all reasonable endeavours to prevent any other unauthorised access to or use of the Affinda Systems, API or Product;
- (b) promptly notify Affinda if You become aware of any breach or contravention of clause 3.1(a);
- (c) not access, store, distribute or transmit any Virus or Unlawful Material when using or accessing the Affinda Systems, API or Product; and
- (d) except as expressly provided by this Agreement, assume all responsibility for the Content and Results, or any component or conclusions drawn from thereof.

3.2 Other obligations

You must:

- (a) provide Affinda with all necessary co-operation and access to such information as may be reasonably required by Affinda to provide the Product and/or API (as applicable), including Your Data, security access information and configuration information;
- (b) comply with all applicable laws and regulations;
- (c) in a timely and efficient manner, carry out all responsibilities set out in the Agreement and any other responsibilities reasonably required in order for Affinda to be able to provide the Product and/or API (as applicable);
- (d) ensure that Users access and use the Product and/or API (as applicable) in accordance with the Agreement;
- (e) ensure that Your System and networks comply with relevant specifications provided by Affinda from time to time;
- (f) ensure that You and each User:
 - (i) keeps a secure password for their use of the Product and/or API (as applicable); and
 - (ii) keeps such password confidential, and
- (g) secure the performance by third parties of any obligations to You which affect Affinda's ability to provide the Product and/or API (as applicable).

3.3 User compliance

Without qualification or limitation, You are responsible for the compliance of Users with this Agreement, as well as the acts and omissions of any Customers who are Users, as if those acts or omissions were Yours.

4 Intellectual Property and Data

4.1 Title

- (a) All Intellectual Property Rights in and to the Products, including any Updates, will remain owned by Affinda (or its licensors), and You will do all things reasonably requested by Affinda in order to perfect such ownership.
- (b) You must not delete, obscure or modify any copyright or other proprietary rights notices or disclaimers displayed on or part of any Product.

4.2 Restrictions

Except to the extent that the following restrictions are void under applicable law or expressly permitted by this Agreement, You must not (and will not permit any third party to):

- (a) sell, license (or sub-license), lease, assign, transfer, pledge, or share your rights under this Agreement;
- (b) copy any functions, features, or graphics of the API, the Documentation and/or the Content;
- (c) sell, assign, transfer, lease, rent, sublicense, distribute, publicly perform, display or communicate, frame, mirror, link to, use in a time-sharing, outsourcing, or service bureau environment, or otherwise commercially exploit, the API, the Documentation and/or the Content;
- (d) modify, duplicate, creative derivative works from, frame, mirror, republish, download, display, transmit, distribute, alter, adapt, arrange, or translate the API, the Documentation or the Content in any form or media or by any means;
- (e) decompile, disassemble, reverse compile or engineer, otherwise reduce or attempt to discover the source code or non-literal aspects (such as underlying, structure, sequence, organization, ideas and algorithms) of, the API, the Documentation and/or the Content;
- (f) remove, alter, or conceal, in whole or in part, any copyright, trademark, or other proprietary notices displayed or contained on or in the API, the Documentation and/or the Content;
- (g) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the API, the Documentation and/or the Content, such as features that restrict or monitor or measure the use of your Implementation;
- (h) make a derivative work of the API and the Documentation, or use them to develop any service or product that is the same as (or substantially similar to) the API and the Documentation;
- (i) use (or attempt to use) the API, the Documentation and/or the Content to infringe, misappropriate or violate any third party's intellectual property rights, moral rights, privacy or other personal right, or any applicable law or regulation.

4.3 Usage Data

You agree that we may collect, access and use any and all (i) usage data and information (but excluding any personally identifiable information) related to Your (and Your users, on Your behalf) use of the API and/or the Content ("**Usage Data**"), individually or in the aggregate, for any business purpose, internal or external, including, without limitation, providing enhancements to the API and the Content and other services; analyzing trends and preferences; and/or developing new products, services, features and functionality. To avoid doubt, any anonymous information which is derived from the use of the API (such as metadata, aggregated and/or analytics information) which is not personally identifiable information ("**Analytics**

Information") may be used for providing the services under this Agreement, for development, and/or for statistical purposes. Such Analytics Information is the Affinda's exclusive property.

4.4 Feedback

You may choose to submit comments, information, questions, data, ideas, description of processes, or other information to Affinda, including sharing User Modifications or in the course of receiving Support Services ("**Feedback**"). Affinda may in connection with any Product freely use, copy, disclose, license and distribute any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in this Agreement limits Affinda's right to independently use, develop, evaluate, or market Products, whether incorporating Feedback or otherwise.

5 Support Services

If applicable, subject to Your full compliance at all times with the terms of this Agreement, Affinda will use commercially reasonable efforts to provide You with the Support Services or otherwise with Affinda's standard practice, however You acknowledge and agree that Affinda is not able to, nor shall be required to, provide physical Support Services to You outside of Australia, and that any and all claims You may have against Affinda regarding or in connection with the provision of such Support Services are waived. Affinda may in its discretion provide Support Services in respect of Embedded Software but is not obliged to do so in connection with No-Charge Product.

6 Third Party Software

6.1 Open-Source Software

Certain Software may include Open-Source Software, in which case such Software will be supplied with the applicable open source software licence. To the extent required by that licence, the terms of that licence will apply to that Open-Source Software in lieu of the terms of this Agreement, including any provisions governing access to source code, modifications or reverse engineering.

6.2 Embedded Software

Embedded Software may be provided with third party terms applicable to Your use of that Software. Where no such terms are provided, then You acknowledge and agree that:

- (a) You may only use Embedded Software in conjunction with the Software solely for the Permitted Purpose (and not otherwise);
- (b) You must not install, access, configure or use any Embedded Software (including any API, tool, database or other component of any Embedded Software) separately from the Software, whether for production, technical support or any other purpose, or otherwise attempt to gain any access to any Embedded Software component;
- (c) despite any other provision of this Agreement, You must not display, modify, reproduce or distribute any Embedded Software (including any relevant source code);
- (d) You must not "benchmark" or otherwise analyse performance information for individual Embedded Software elements;
- (e) Third-party licensors retain ownership of all Intellectual Property Rights in Embedded Software and that they are intended third party beneficiaries of this Agreement for this purpose and may enforce this Agreement directly against You;
- (f) You will be responsible to the applicable third-party licensor for any loss, claim or damage suffered or

incurred by that third party as a result of Your breach of this Agreement. Affinda holds the benefit of the terms of this Agreement which apply to Embedded Software on behalf of the applicable third-party licensors to facilitate their direct enforcement (and for its own benefit);

- (g) Embedded Software may include or be accompanied by third party technology that may be necessary or appropriate for use with some Embedded Software; and
- (h) such third-party technology may be specified in the Documentation (or otherwise specified by Affinda) and be licensed to You only and exclusively for use with the Software (subject to applicable third party licence terms).

6.3 Source Code

Affinda may provide You with some elements of Software in source code form. In such a case, unless otherwise notified in writing by Affinda, You may modify such source code solely for the purpose of developing bug fixes, customisations, and additional features ("**User Modifications**") provided that:

- (a) despite any other provision of this Agreement, You only use User Modifications internally and solely for the purpose of using the Software; and
- (b) You accept, without qualification or limitation, all liability, risk and responsibility (including any adverse effects on Your System and the Software), and agree that Affinda is excluded from any and all liability, risk and responsibility (including without limitation non-infringement of third party rights and support obligations) in connection with User Modifications.

6.4 Trial Software

- (a) In the event that Affinda provides You with any Trial Software, You may only use the Trial Software for internal evaluation purposes and only as directed and qualified by Affinda.

7 Service Levels

If applicable, the Software Service will be available at the Service Level Percentage.

7.1 Limitations

The Service Level Percentage does not apply to, and its calculation will exclude time referable to, any performance or availability issues:

- (a) that results from scheduled maintenance of maintenance that You have requested;
- (b) due to outages of third-party connections or utilities or other reasons beyond Affinda's control (for example, natural disaster, war, acts of terrorism, riots, government action or other acts of God or *force majeure* events, or a network or device failure external to Affinda's data centres, including at or between Your site);
- (c) that result from the use of any service, hardware or software not provided by Affinda (including, but not limited to, issues resulting from inadequate bandwidth or related to Embedded Software or any other third-party software or services);
- (d) that result from Your use of a Product after Affinda advised You to modify Your use of the Product, but You did not modify Your use as advised;
- (e) during or with respect to preview, pre-release, beta or trial versions of a Product or feature;
- (f) that result from any unauthorised action or lack of action (when required) by You, or from Your employees,

agents, contractors, or vendors, or otherwise as a result of a failure to follow appropriate security practices;

- (g) that result from a failure to adhere to any required configurations or use supported platforms, follow any policies for acceptable use, or Your use of a Product in a manner inconsistent with the features and functionality of the Product or inconsistent with relevant specifications or guidance provided by Affinda from time to time;
- (h) that result from faulty input, instructions or arguments;
- (i) that result from attempts to perform operations that exceed prescribed quotas or that resulted from Affinda's throttling of suspected abusive behaviour; or
- (j) with respect to any license where the Fee payable for that license has not been paid in full at the time of the applicable event(s).

8 Fees and payment

8.1 Fees

- (a) Affinda will issue invoices for the Fees described in Your Order in accordance with the terms described therein.
- (b) If Your use of the Affinda Systems or API exceeds the Usage Limits set out in the Order Form ("**Excess Usage**"), or otherwise requires the payment of additional Fees (per the terms of this Agreement), You will be issued invoices for such Excess Usage in accordance with the terms described in your Order Form, or if no such terms are specified in the Order Form, at the end of the month in which they are incurred.
- (c) You must pay each properly issued invoice within fourteen (14) Business Days of the date of the invoice.
- (d) You will be notified of any proposed Fee adjustments within twenty (20) Business Days prior to the expiration of the Term.

8.2 Late payment

If You do not pay an amount when it is due and payable to Affinda under this Agreement, then immediately upon demand, You must pay interest on that amount from (and including) the day on which it falls due to (but excluding) the day on which it is paid in full, calculated at the official cash rate (as determined by the Reserve Bank of Australia) at the applicable date(s).

8.3 Taxes

All amounts payable hereunder shall not be subject to any set-off or deduction of any kind. All Fees are exclusive of any applicable taxes, levies, imposts, duties or similar charges imposed, levied or assessed by any government agency (such as sales tax, value added tax (VAT), goods and services tax (GST), withholding taxes, export, import and other duties) together with any related interest, penalties, fines and expenses in connection with them, and, except with respect to income taxes of Affinda, You are responsible for payment of all such amounts imposed, levied or assessed in connection with this Agreement. If under applicable law, You have to withhold any amount, You will gross up the amount of the Fees by an additional amount as necessary to ensure that the net amount paid to and received by Affinda is equal to the amount which would have been received by Affinda had no such payment, deduction or withholding been made. You agree to defend, hold harmless and indemnify Affinda from any and all claims and liability arising from or in connection with Your failure to timely report or pay such amounts imposed, levied or assessed.

9 Warranties and Indemnities

9.1 Warranties

Each Party represents and warrants that:

- (a) it has (personally or on behalf of the entity that it represents) the right, authority and full capacity to enter into and to perform this Agreement; and
- (b) this Agreement will constitute legal, valid and binding obligations on it.

In addition, You represent and warrant that You (personally or on behalf of the entity that You represent) are not a person or entity barred from accessing or using any part of the Affinda Systems, API, the Documentation and the Content under applicable law.

9.2 Indemnification

- (a) If any third party (including, without limitation, a governmental entity) brings any kind of demand, claim, suit, action or proceeding against Affinda, our affiliates, and/or any of our respective directors, officers, employees, agents, representatives, customers, suppliers, or licensors (each, an "**Indemnitee**"), which is based upon or arises from:
 - (i) Your use of the API and/or the Content;
 - (ii) Your breach of this Agreement; and/or
 - (iii) the development, maintenance, distribution, or use of, or content on/of, your integration and/or Implementation,

(each of the foregoing, an "**Relevant Claim**"), then, upon request by Affinda, You hereby agree to assume full control of the defence and settlement of the Relevant Claim; provided, however, that (y) Affinda reserves the right, at any time thereafter, to take over full or partial control of the defence and/or settlement of the Relevant Claim; and (z) you shall not settle any Relevant Claim, or admit to any liability thereunder, without Affinda's prior written consent.

- (b) Irrespective of whether You participated in the defence and/or settlement of a Relevant Claim, You hereby agree to indemnify and hold harmless the Indemnitee against (i) any costs and expenses (including reasonable attorneys' fees) incurred by the Indemnitee in the defence of the Relevant Claim; and (ii) any amounts awarded against the Indemnitee under the Relevant Claim (such as, but not limited to, damages, liabilities, and fines).
- (c) Affinda agrees to promptly notify you after becoming aware of a Relevant Claim, as well as provide you with reasonable assistance and information in your defence (if applicable) of the Relevant Claim.

10 Limitations of liability

10.1 Exclusion of implied terms

- (a) All Affinda Systems, APIs, Documentation and Content are provided to You on an "as is" and "as available" basis. To the maximum extent permitted by law, except as expressly set out in this Agreement, Affinda excludes all conditions, representations, warranties and statutory guarantees, whether express or implied and including any implied warranties of merchantability or fitness for purpose, in relation to the Affinda Systems, APIs, Documentation, Content, Support Services and the other subject matter of this Agreement. In addition, Affinda makes no representation, guarantee, warranty or condition regarding the content, effectiveness, usefulness, reliability, availability or completeness of

any of the API, the Documentation and/or the Content, or that Your use of the API, the Documentation or the Content will meet your requirements or expectations or will be uninterrupted, secured or error-free.

- (b) If a condition, representation, warranty or guarantee cannot, by law, be excluded in accordance with clause 10.1(a), then to the extent permitted by law Affinda limits its liability in relation to that condition, representation, warranty or statutory guarantee to:

- (i) in relation to services, the resupply of those services or the cost of resupply; and
- (ii) in relation to goods, the repair or replacement of those goods or the cost of repair or replacement.

10.2 Limitations of liability

- (a) To the maximum extent permitted by law, Affinda's aggregate liability in connection with this Agreement (whether in contract, tort (including negligence) or otherwise) is limited to the amount of the Fees actually paid by You to Affinda in the twelve (12) month period before the event giving rise to the liability, minus any amounts previously paid by You to Affinda in discharge of liability under or in connection with this Agreement.
- (b) A Party will not be liable for any indirect, special or consequential damages (being damages other than damages that may fairly and reasonably be considered arising naturally or directly from the event by which they are caused) arising out of or in connection with this Agreement, including damages for loss of profit, loss of opportunity, loss of anticipated savings and loss resulting from third party Claims. However, this exclusion will not apply to any liability of a Party under an indemnity given in this Agreement.

10.3 Duty to mitigate

A Party must use all reasonable endeavours to mitigate loss and damage it suffers under or in connection with this Agreement.

10.4 Proportionate liability

The liability of a Party to a Party under this Agreement is reduced to the extent that the liability is caused or contributed to by an act or omission of the other Party or any of the other Party's officers, employees, agents and contractors.

11 Confidentiality

11.1 Disclosure of Confidential Information

The Recipient must not disclose the Discloser's Confidential Information to any person except:

- (a) Representatives, legal advisers, auditors and other consultants of the Recipient requiring it for the purposes of this Agreement;
- (b) with the express prior consent of the Discloser;
- (c) if the Recipient is required to do so by law or a stock exchange; or
- (d) if the Recipient is required to do so in connection with legal proceedings relating to this Agreement or any other agreement between the parties.

11.2 Disclosure by Recipient

- (a) Where the Recipient discloses the Discloser's Confidential Information under clause 11.1(a) or 11.1(b) the Recipient must use all reasonable endeavours to ensure that persons receiving the Confidential Information from it do not disclose the information except in the circumstances permitted in clause 11.1.

- (b) Where the Recipient discloses the Discloser's Confidential Information under clause 11.1(c), the Recipient will notify the Discloser of the requirement to make the disclosure as soon as practicable and will provide any assistance reasonably requested by the Discloser in order to limit the nature and extent of the disclosure required.

11.3 Use of Confidential Information

The Recipient must not use the Discloser's Confidential Information except for the purpose of exercising the Recipient's rights or performing its obligations under this Agreement or any other agreement between the parties.

11.4 Return of Confidential Information

On the Discloser's request, the Recipient must immediately deliver to the Discloser or destroy all documents or other materials containing or referring to the Confidential Information which are:

- (a) in its possession, power or control; or
- (b) in the possession, power or control of persons who have received Confidential Information from the Recipient under clause 11.1(a) or 11.1(b).

except to the extent that the Recipient requires the Confidential Information for the purpose of performing its obligations or exercising its rights under this Agreement (or any other agreement between the Parties) or is otherwise legally entitled to retain the Confidential Information.

12 Term and termination

12.1 Term

- (a) This Agreement commences on the date specified in the Order Form and remains in full force and effect until expiry of the Initial Term, unless terminated earlier in accordance with clause 12.2.
- (b) Upon expiry of the Initial Term, this Agreement continues in full force and effect for a further period of twelve (12) months (the "**Further Term**"), and will otherwise be on the same terms as the Initial Term (subject to any consequential modifications agreed by the Parties) unless a Party notifies the other Party, at least twenty (20) Business Days prior to the expiration of the Initial Term or Further Term (as applicable), in writing of its intention to not renew.

12.2 Termination

A Party may terminate this Agreement without cause by providing not less than two (2) months' prior written notice to the other Party. In addition, a Party may terminate this Agreement by notice to the other party if the other Party:

- (a) is insolvent; or
- (b) commits a material breach of this Agreement and fails to remedy that breach within ten (10) Business Days of being requested to do so.

For the avoidance of doubt, any use of the API, Documentation or Content by You other than in accordance with this Agreement, or any failure by You to pay the Fees when they are due and payable, will constitute a material breach of this Agreement.

12.3 Effect of termination

On termination of this Agreement:

- (a) if terminated by You without cause, You must pay all Fees (excluding any Fees payable for Support Services) that would have been payable (that is, but for early termination) during the remainder of the Term and that have not been paid as a termination;

- (b) subject to clause 12.3(a), all unpaid Fees payable by You will become immediately due and payable;
- (c) Your access to the API and to the Content will immediately be revoked;
- (d) all rights and licences granted under this Agreement will cease and You must stop using the Affinda Systems, API and Products; and
- (e) as directed by Affinda, You must immediately delete or dispose of all copies of the Documentation and Content in your possession or control.

12.4 Survival

Upon termination of this Agreement, those rights and obligations that by their nature ought to survive termination will survive, as will the following clauses: 1.2, 8 to 11 (inclusive), 12.3, 14, 18 to 20 (inclusive).

13 Dispute resolution

A Party may not commence legal proceedings (other than for urgent interlocutory relief) in relation to any dispute under this Agreement unless the dispute resolution procedures set out in this clause 13 have been followed. A Party claiming that a dispute exists in connection with the Agreement must promptly notify the other Party in writing of the details of the dispute. In the event of a dispute the Parties will work together in good faith to attempt to resolve the matter. If the Parties are unable to resolve a dispute within ten (10) Business Days of receipt of the dispute notice, then either Party may suggest or pursue other forms of dispute resolution.

14 Force majeure

Affinda will not be liable for any delay or failure in performance (other than payment obligations) due to circumstances beyond its reasonable control, including without limitation: acts of God, disease, pandemic, war, terrorism or the public enemy, riot, civil commotion or sabotage, expropriation, condemnation of facilities, national or state emergency or other governmental action, strikes, lockouts, work stoppages or other such labour difficulties, floods, droughts or other severe weather, fires, explosions or other catastrophes or accidents causing (in whole or in part) damage to or destruction of the equipment or property necessary or desired to provide the Product or API.

15 Notices

15.1 Address

Any notice required to be given under the Agreement must be in writing and be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other Party at its address set out in the Order Form, or such other address as may have been notified by that Party for such purposes, or sent by email to the other Party's email address as set out in the Order Form.

15.2 Receipt

A notice delivered by hand will be deemed to have been received when delivered (or if delivery is not in business hours, at 9.00 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post will be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email will be deemed to have been received at the time of transmission (as shown by the time sent by the sender) unless the sender receives a sent email failure message.

16 Assignment

- (a) You may not assign or otherwise deal with any of Your rights or obligations under this Agreement without Affinda's prior written consent.

- (b) Affinda may novate or assign any of its rights or obligations under this Agreement to a corporate group member by providing notice to You (and You agree immediately to execute any documents necessary to give effect to any such novation or assignment).

17 Miscellaneous

17.1 UN Convention on the Sale of Goods

The parties expressly agree that the United National Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

17.2 Export restrictions

The Affinda Systems, Products and API may be subject to United States export laws and regulations. Each party must comply with any such laws and regulations in respect of the Licensed Materials.

17.3 Publicity Rights

Affinda may identify You as a Affinda client in our promotional materials. You may request that Affinda stops doing so by submitting an email to sales@affinda.com at any time. Please note that it may take up to twenty (20) Business Days to process Your request.

18 General

18.1 Changes to this Agreement

You acknowledge and agree that Affinda may from time to time make changes to the terms and conditions of this Agreement. When these changes are made, we will use commercially reasonable efforts to inform of those changes, including posting the updated version of the Agreement at <https://www.affinda.com/product-terms/> (or any successor URL we designate), and such changes will become effective as of such posting. We recommend that You periodically check our website to review the most up-to-date version of this Agreement (you may be able to compare the current version against older versions at <https://www.draftable.com>). To the maximum extent permitted by law, You acknowledge and agree that if You access or use any part of the Affinda Systems, the API, the Documentation and/or the Content after the date of this Agreement is posted, such access or use will constitute (and Affinda will treat such access or use as) Your acceptance of the changes and the updated Agreement. If any change is unacceptable to You, Your sole remedy is to terminate this Agreement in accordance with clause 12.

18.2 Remedies cumulative

The rights and remedies provided in this Agreement are in addition to other rights and remedies given by law independently of this Agreement.

18.3 Indemnities

The indemnities in this Agreement are continuing obligations, independent from the other obligations of the parties under this Agreement and continue after this Agreement ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this Agreement.

18.4 No partnerships

Nothing contained or implied in this Agreement constitutes a party the partner, agent, or legal representative of another party for any purpose or creates any partnership, agency or trust, and no party has any authority to bind another party in any way.

18.5 Variation and waiver

A material provision of this Agreement, or a material right created under it, may not be varied or waived except by agreement in writing.

18.6 Entire agreement

- (a) This Agreement constitutes the entire Agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.
- (b) Each party acknowledges that, in entering into this Agreement, it has not relied on, and will have no right or remedy in respect of, any statement, representation, assurance or warranty not expressly set out in this Agreement.

18.7 Construction

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this Agreement or any part of it.

18.8 Counterparts and Electronic Signature

This Agreement may be executed in counterpart, each of which will be deemed an original copy and both of which will constitute one and the same agreement. A party may execute and deliver a counterpart by facsimile or other electronic signature (including portable document format) and the receiving party may rely on the receipt of such document so executed and delivered as if the original had been received.

19 Governing law

19.1 Governing Law

This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed by, the laws of the State of Victoria, Australia.

19.2 Jurisdiction

The parties irrevocably agree that the courts of the State of Victoria, Australia, have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

20 Interpretation

20.1 Definitions

These meanings apply unless the contrary intention appears:

Affinda Systems means any information technology systems (including websites) owned, controlled or utilised by Affinda.

API means the application programming interface materials (including, but not limited to, specifications, subroutine definitions, software libraries, remote calls, protocols, tools and any and related Documentation) which enable a software developer with requisite skills to create or modify applications which interface or interact with any Product.

Business Day means a day not being a Saturday, Sunday or public holiday in Melbourne, Victoria, Australia.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

Confidential Information means, in relation to Affinda, all information in any form, including (but not limited to) information comprised in the Key, Affinda Systems, API or Products, disclosed by or on behalf of the Discloser (whether before, on or after the date of this Agreement), including:

- (a) information which, either orally or in writing, is designated or indicated as being the proprietary or confidential information of the Discloser;

- (b) information derived or produced partly or wholly from the information including any calculation, conclusion, summary or computer modelling; and
- (c) information which is capable of protection at law or equity as confidential information,

but does not include the Excluded Information.

Content means the data made available through the Affinda website and API.

Customer means any customer or client of Yours.

Discloser means the party disclosing Confidential Information.

Documentation means Affinda's proprietary programming tools and other instructional documentation for the API and the Content, in the form generally made available (and as updated from time to time) by Affinda for use therewith.

Embedded Software means any third-party software embedded in or provided with Software.

Excess Storage Fee means the fee (if any) stated in the Order Form payable in respect of Excess Storage.

Excess Usage Fee means the fee (if any) stated in the Order Form payable in respect of Excess Usage.

Excluded Information means all information:

- (a) which is in or becomes part of the public domain other than through breach of this Agreement or an obligation of confidence owed to the Discloser;
- (b) which the Recipient can prove by contemporaneous written documentation was already known to it at the time it was received from the Discloser, unless such knowledge arose from disclosure of information in breach of an obligation of confidence; or
- (c) which the Recipient acquires from a source (but not the Discloser) where such source is entitled to disclose it.

Extended Support means the level of Support Services described in Support Services Schedule.

Fees means the fees payable by You under clause 8.

Further Term has the meaning in clause 12.1(b).

Government Agency means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

Implementation means the integration of the Results of the Content into your website or any other service you own or operate.

Intellectual Property Rights means all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, trade secrets, know-how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Key means a unique key that Affinda assigns to You which allows you to access and use an/the API.

No-Charge Product means a Product for which no Fee is charged.

Open Source Software means Software (or a component of Software) which is subject to an open source software licence.

Order means an order you submit to Affinda to order any Product as set forth in the Order Form.

Order Form means the signed order form to this Agreement.

Permitted Purpose has the meaning set forth in the Order Form.

Personal Data means Your Data to that extent that such data contains personal information or personally identifiable information.

Product means Software or a Software Service (or both if the context requires).

Recipient means the party receiving Confidential Information.

Representative means, in relation to each party, an employee, agent, officer, director, auditor, advisor, partner, consultant, joint venturer, contractor or sub-contractor of that party or of a related body corporate of that party.

Results means the Content generated by the API and displayed within the Implementation.

Service Level Percentage means, if applicable, the percentage specified in the Order Form.

Software means any Affinda software that You Order and/or download from Affinda, or which is otherwise provided to You by Affinda, and includes related Documentation, any Updates to the Software, Supplementary Software and Embedded Software.

Software Service means an online software service provided by Affinda, and which includes the relevant Documentation.

Standard Support means level of Support Services described in Support Services Schedule.

Supplementary Software means add-ons, plug-ins, APIs or internet-based components of Software provided by Affinda (but excluding third party developed software or components).

Support Services means the Standard Support or Extended Support (as applicable) as selected on Your Order Form.

Support Services Schedule means, if applicable, the Schedule attached to this Agreement.

Term means the Initial Term together with each additional Further Term (as applicable).

Trial Software means Software provided to You by Affinda solely for trial or evaluation purposes only.

Unlawful Material means, in any jurisdiction, any material which (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes violence; (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (f) is otherwise illegal or causes damage or injury to any person or property.

Updates means all new versions of and patches, fixes, upgrades and other updates for the Products which are provided to You by Affinda under or in connection with this Agreement.

User means You or Your employees, Representatives, consultants, contractors, agents and Customers.

Virus means any item, thing or device (including without limitation any software, code, file or program) which may:

- (a) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device;
- (b) prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or
- (c) adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.

Your Application means any software application, website or other interface You own, operate, have developed or will develop, to interface or interact with the Software and which relates to the API.

Your Data means data inputted into the Product by You or Users and includes all results from processing such data.

Your System means any information technology systems owned or controlled by You.

20.2 References to certain general terms

Unless the contrary intention appears, a reference in this Agreement to:

- (a) (*variation or replacement*) a document (including this Agreement) includes any variation or replacement of it;
- (b) (*clauses, annexures and schedules*) a clause, schedule, annexure, attachment or exhibit is a reference to a clause in, or a schedule, annexure, attachment or exhibit to, this Agreement;
- (c) (*references to statutes*) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) (*law*) law includes common law, principles of equity, and laws made by parliament (including state, territory, provincial and national laws and regulations and other instruments under them, and including any consolidations, amendments or replacements of any of them);
- (e) (*singular includes plural*) the singular includes the plural and vice versa;
- (f) (*person*) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, any Government Agency, or any other entity of any kind;
- (g) (*executors, administrators, successors*) a particular person includes a reference to the person's executors, administrators, successors and substitutes (including, persons taking by novation) and assigns;
- (h) (*reference to a group of persons*) a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (i) (*dollars*) an amount of money is a reference to the lawful currency of the United States of America;
- (j) (*calculation of time*) a period of time that dates from a given day or the day of an act or event is to be calculated exclusive of that day;
- (k) (*other grammatical forms*) where a term is defined its other grammatical forms have the corresponding meaning;
- (l) (*reference to a day*) a day is to a calendar day and is to be interpreted as the period of time commencing at midnight and ending twenty-four (24) hours later; and
- (m) (*meaning not limited*) the words "include", "including", "for example" or "such as" are not to be interpreted as words of limitation, and when such words introduce an example, they do not limit the meaning of the words to which the example relates, or to examples of a similar kind.

20.3 Headings

Headings are included for convenience only and are not to affect the interpretation of this Agreement.

SUPPORT SERVICES SCHEDULE TO AFFINDA RESUME PARSER API

Affinda is committed to helping You unlock the value of our hosted API service offering and is pleased to provide enterprise-class, worldwide technical support services.

Your authorised technical contacts must be knowledgeable about the hosted API service offering and your technical environment in order to work with us to communicate, analyse and resolve support requests. They are responsible for engaging our technical support and monitoring the resolution of all support requests and escalated support issues.

You are required to establish and maintain processes as necessary to manage support for users of the hosted API service offering within Your organisation. If after reasonable efforts You are unable to diagnose or resolve the error(s), Your authorised technical contact(s) should contact us for technical support and assign the correct severity level (as set out below).

Affinda will use commercially reasonable efforts to meet the Target Response Times stated in the table below, noting that Response Times depend on the severity of the issue. We do not guarantee resolution times, and note that a resolution may consist of a fix, workaround, service availability or other solution that we deem reasonable. We will provide continuous efforts to resolve Priority Level 1 (P1) issues until a workaround or resolution can be provided or until the incident can be downgraded to a lower Priority Level.

Summary of Support Features

Features	Standard Support	Extended Support
Support Request Method/Contact Options	Online	<i>Not yet offered</i>
Communications and Knowledge Base	Yes	
Coverage	During Business Hours	
P1, P2 Target Response Time (following acknowledgement of request)	P1: Within 8 Business Hours P2: Within 24 Business Hours	
P1, P2 Target Update Frequency (following acknowledgement of request)	P1: Every 24 Business Hours P2: Every 72 Business Hours	
Number of Support Requests	Unlimited	

Interpretation

Business Day means day not being a Saturday, Sunday or public holiday in Melbourne, Australia.

Business Hours mean 8:00 a.m. to 6:00 p.m. (AEST) on a Business Day.

Priority Levels mean the following:

Level	Meaning	Example
P1	Critical / Inoperable An incident that has a critical business impact, in that it halts your business operations and no procedural workaround exists. The API or Software Service, or one or more of its critical functions, is inoperable or severely impaired, which affects a significant portion of business, or otherwise fails catastrophically in a production system.	A production environment is completely inoperable or inaccessible to all users.
P2	Major / Serious Major functionality is affected or significant performance degradation is experienced. The incident is causing a high impact to your business operations and no reasonable workaround exists. Service is operational but highly degraded performance to the point of major impact on usage.	Issues with severe performance impact or features not operating as documented, that affects most users.
P3	Minor / Moderate Partial, non-critical loss of use of the service with a medium-to-low impact on your business, but your business continues to function. Short-term workaround is available, but not scalable.	Issues with performance impact or features not operating as documented, that affects a minority of users.
P4	Limited / Cosmetic Routine technical or cosmetic issue. Information requested on application capabilities, navigation, installation or configuration. Acceptable workaround available (such as a documentation change or by a future Affinda update).	'How to' questions and issues with performance impact or features not operating as documented, that impact a small minority of users.