

Platform Licence Agreement — Standard Terms

PLATFORM LICENCE AGREEMENT

Talgrid Tech Private Limited, trading as **NextGeek** and **vHire** (“**Talgrid**”), and the Customer named in the Order Form (“**Customer**”) agree as follows. Each is a “**Party**”.

1. The Agreement and the brands

1.1 Documents. This agreement (the “**Agreement**”) consists of these standard terms (the “**Standard Terms**”), each Order Form and Change Order executed under clause 3, and the Policies listed in clause 16, which are incorporated by reference.

1.2 Brands. The **Platform** is Talgrid’s recruitment software operated under the NextGeek brand (applicant tracking, sourcing, calling, assessments, interviews, verification, careers site) and the vHire brand (candidate discovery and network), including any module under either and any successor brand. The Order Form records which modules are licensed.

1.3 Precedence. Where documents conflict: (a) the latest Order Form or Change Order, for what it records; (b) the DPA, for personal data, subject to clause 12 and clause 16.2; (c) these Standard Terms; (d) the Service Terms, except that the DPA prevails on retention and deletion of personal data; (e) the other Policies.

1.4 What is not included. Talgrid’s website terms of use, privacy notices, pricing pages, plan descriptions, refund and cancellation pages, marketing material and in-product notices govern visitors, candidates and individual users who have not entered into an Order Form on behalf of an organisation. They are not part of this Agreement and are not used to interpret it. Where any such page describes a pricing basis, licence type, refund, cancellation or renewal, the Order Form and these Standard Terms prevail. Where the Customer’s organisation has an executed Order Form, this Agreement governs the organisation’s use of the Platform and prevails over those terms.

1.5 Defined terms.

(a) **Order Form** means an order form in the form annexed to these Standard Terms, or issued through the Platform, that names the Customer. **Change Order** means a document in the form annexed to these Standard Terms, or issued through the Platform, that amends an Order Form under clause 3, states the fields it changes and its effective date, and leaves every other term of the Order Form unchanged. A new Order Form for the Customer replaces every earlier Order Form for the same modules unless it says it is additional.

(b) **Effective Date** means the date the Order Form states or, where it states a rule, the date the rule produces. The **Initial Term** starts on the Effective Date and runs for the number of months the Order

Form states. A **Renewal Term** is each further period, of the length the Order Form states, for which a renewal is accepted and paid under clause 5.1. **Term** means the Initial Term and each Renewal Term; the **current Term** is the one running at the time.

(c) **Billing Period** means the period for which the Order Form says the Licence Fee is invoiced. **Licence Period** means each Billing Period of the Term.

(d) **Licence** means the right granted in clause 2.2, and **Licence Fee** means the fee for it in the Order Form. A **user licence** is the right, held by one named Authorised User at a time, to use the Platform; the Platform and invoices may call it a seat.

(e) **Usage Unit** means a unit of a service listed in clause 7.5. **Candidate Data, Assessment, AI Interview** and **Background Verification** mean the services described in clauses 7.1 to 7.4 and the Service Terms. **Reveal, Refresh Window** and **Profile Refresh** have the meanings in clause 7.1. **Verification Partner** means a third party that performs verification checks and is listed as such in the Third-Party Services Policy.

(f) **Commercial Contact, Billing Contact, Legal Contact** and **administrator** mean the persons the Order Form records under clause 13.1. **documentation** means the product documentation Talgrid publishes for the Platform.

(g) **Data Protection Laws** means the Digital Personal Data Protection Act, 2023 and the rules under it and, until the provisions of that Act and those rules apply to the processing concerned, the Information Technology Act, 2000 and the rules and directions under it (including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and the directions of the Indian Computer Emergency Response Team dated 28 April 2022), in each case as in force from time to time. **Data Fiduciary, Data Processor, Data Principal, personal data** and **personal data breach** have the meanings in the Digital Personal Data Protection Act, 2023, and the Parties use them from the Effective Date whether or not the provisions of that Act that use them have then commenced.

(h) **Sub-processor** means a third party that Talgrid engages to process Customer personal data on Talgrid's behalf and that is listed in the Third-Party Services Policy. A Third-Party Service that the Customer enables under clause 8.1 is not a Sub-processor.

(i) **Electronic Signature, Platform Acceptance** and **Substantive Use** are defined in clause 3; **Platform Records** and **Certificate of Execution** in clause 3.6; **Dispute Notice** in clause 4.3; **MSMED Act** in clause 4.8; **Export Period** in clause 6.6; **Third-Party Services** in clause 8.1; and **Policy** and **Execution Version** in clause 16.1. The short names in the table in clause 16.1 (DPA, SLA, AUP, Security Measures, Third-Party Services Policy, Service Terms and Network Participation Terms) have the meanings given there.

2. Licence, fee and users

2.1 Licence types. The Order Form records one of:

- **Enterprise Platform Licence** — unlimited Authorised Users for a fixed Licence Fee per Billing Period. The fee is not calculated from, and does not vary with, the number of Authorised Users created, active, inactive, deactivated or removed, or their use of the Platform.
- **Per-User Licence** — a stated number of user licences, each held by one named Authorised User at a time. The fee is charged per user licence purchased, from purchase to the end of the current Term, whether or not that licence is assigned to a person or that person uses the Platform. A user licence may be reassigned when its holder no longer needs access. More are added by Change Order.

2.2 Grant. Subject to this Agreement and payment, Talgrid grants the Customer, for each Licence Period, a non-exclusive, non-transferable right to access and use the licensed modules for its internal recruitment and, where the Order Form records it as a staffing provider, for its clients' recruitment.

2.3 The fee is for the entitlement. Except as clauses 2.6, 4.9, 5.3, 9.2, 9.4, 12.1 and 12.5 provide, the Licence Fee is consideration for the grant of the Licence for the Licence Period, earned on its first day. It is payable whether or not the Platform is used. No credit, refund or adjustment arises from non-use, reduced use, or the number or status of Authorised Users. Except as clause 11 provides, Talgrid has no obligation to monitor or report utilisation.

2.4 Users are the Customer's to manage. An **Authorised User** is anyone the Customer's administrator permits to access its account, whatever that person's status on the Platform at any time. The Customer creates, activates, deactivates and removes Authorised Users through self-service administration. Talgrid does so only on written request. Doing so does not alter the Licence, the fee or any invoice.

2.5 Restrictions. The AUP applies. In particular the Customer shall not share credentials, copy or disclose assessment content or scoring logic, reverse engineer the Platform, bulk-extract data outside documented interfaces, build a competing product with it, or make it available to third parties.

2.6 Suspension. Talgrid may suspend access for a security risk, for breach of clause 2.5 or the AUP, or where an undisputed amount is unpaid thirty (30) days after its due date, on notice except where an immediate security risk makes notice impracticable. Fees continue to accrue during a suspension under this clause, except a suspension for a security risk that is not attributable to the Customer or its Authorised Users, for which Talgrid credits the Licence Fee pro rata for the period of suspension.

3. Order Forms and how terms change

3.1 Only an Order Form changes commercial terms. No change to a licence type, module, number of user licences, fee, rate, Billing Period, payment term, Term or renewal is effective unless

recorded in an Order Form or Change Order executed under this clause. Buying additional Usage Units at a rate the Order Form states, under clause 7.6, is not a change to commercial terms. A call, meeting, chat or informal email does not change commercial terms; the Parties may record what was agreed in a Change Order.

3.2 Execution. An Order Form or Change Order issued by Talgrid is an offer, open as clause 3.6 provides. It is executed, and binds both Parties, when the first of the following happens:

(a) **Signature.** It is signed, by hand or by Electronic Signature, by an authorised signatory of each Party. Talgrid signs when it issues the document, either by its authorised signatory signing it or by Talgrid's Platform applying that signatory's name and designation under the authority of Talgrid's board of directors. The Customer signs by Platform Acceptance or by any other method in this clause 3.2.

(b) **Platform Acceptance.** An individual who is the Customer's Commercial Contact, or who is named as a signatory in the Order Form, or whom the Customer has nominated as a signatory through the Platform, accepts it in the Platform by: (i) opening it through a link sent to that individual or through an account held by that individual; (ii) verifying control of the email address recorded for that individual, by a one-time code sent to it or by signing in to the Customer's account; (iii) entering that individual's name and designation; and (iv) confirming the authority and acceptance statements the Platform displays. Execution occurs when the Platform records the acceptance.

(c) **Email reply.** The document is issued to the Customer's Commercial Contact by email, and that person replies, from the email address recorded for them in the Order Form, accepting it without qualification. Execution occurs when the reply reaches the mailbox designated for replies in the issuing email.

(d) **Payment or use,** as clause 3.3 provides.

Electronic Signature means an electronic signature as defined in the Information Technology Act, 2000 (including a digital signature or an Aadhaar-based eSign), or Platform Acceptance. The Parties agree that Platform Acceptance is the signature of that individual, for and on behalf of the Customer, for every purpose of this Agreement, whether or not it is an electronic signature as defined in that Act. Clause 3.5 applies to it.

3.3 Acceptance by payment or use.

(a) **Payment.** Subject to clause 3.6(c), an Order Form or Change Order is executed when the Customer pays any part of an amount that falls due under it, whether against an invoice or at checkout, by card, UPI, net-banking, bank transfer or any other method, and whether the tax invoice is issued before or after the payment. Payment by any of the Customer's personnel or processes, or by a person on its behalf, counts. Where Talgrid must confirm a payment (for example a bank transfer), execution occurs when Talgrid confirms it. A later chargeback or reversal (other than a refund under clause 4.9) does not un-execute the document, and the amount is again due. Payment

executes the document only if, before paying, the Customer had access to it and to the Standard Terms through the Platform or the issuing email.

(b) **Use after notice.** Where an Order Form or Change Order has not been executed under clause 3.2 or clause 3.3(a), it is executed at the end of the fifteenth (15th) day after the later of (i) its Effective Date (or, for a Change Order, its effective date) and (ii) the day Talgrid completes the notices in clause 3.3(c), if by then the Customer's Authorised Users have made Substantive Use of the Platform and Talgrid has received no rejection under clause 3.3(d). This clause 3.3(b) does not apply to a renewal Order Form under clause 5.1, or to a Change Order that increases the Licence Fee, lengthens the Term or adds a fee on termination; those are executed only under clause 3.2 or clause 3.3(a).

(c) **Notices.** Talgrid completes its notices by: (i) emailing the document to the Customer's Commercial Contact and administrator, with this statement first in the email: "This Order Form will be treated as accepted on (date) if you use the Platform on and after (effective date) and do not reject it before then. To reject it, use the Reject button at (link) or reply to (address)."; (ii) displaying the same statement to the Customer's administrators each time they sign in to the Platform until that date; and (iii) sending a reminder to the same persons not more than ten (10) and not fewer than three (3) days before that date.

(d) **Rejection.** The Customer rejects an Order Form or Change Order by written notice, through the Platform's reject function or by email to Talgrid's Commercial Contact, before it is executed. A rejection prevents execution under clause 3.3(b). Talgrid may then suspend the modules the document covers on seven (7) days' notice, and the Customer pays for any use of them before suspension at the rates stated in that document.

(e) **Substantive Use** means any of the following done by an Authorised User on the Customer's account: creating or publishing a job or requisition; uploading, importing or sourcing candidate records; viewing, revealing or downloading a candidate record; sending a message or interview invitation to a candidate; running an Assessment, AI Interview or verification case; or adding another Authorised User. It does not include signing in; viewing, downloading, commenting on or rejecting an Order Form or Change Order; viewing or editing account, billing or legal details; use by Talgrid personnel on the Customer's behalf; or use before the Effective Date (or, for a Change Order, its effective date).

(f) **Effect.** Execution under this clause 3.3 is acceptance by conduct by the Customer, and payment or use is the Customer's consent to every clause of this Agreement, including clause 15.7. As between the Parties it is a written acceptance by the Customer's authorised representative for the purposes of clauses 3.2, 15.1 and 15.2. Talgrid's Platform records of the payment, use and notices are prima facie evidence of them.

3.4 Invoices follow the Order Form. Each invoice describes the Licence and services in the terms the Order Form records. The description on an invoice the Customer pays is what it received.

3.5 Authority.

(a) Each Party warrants that each individual who signs, accepts or approves a document on its behalf is authorised to do so and to bind it.

(b) The Customer confirms that its Commercial Contact, Legal Contact, administrator, any signatory named in an Order Form, and any individual who accepts through an account or credentials issued to the Customer, is authorised to act for it under this clause 3, and Talgrid may rely on that without further enquiry.

(c) If an individual acted without authority, the Party for whom they acted ratifies that act by paying under the document, using the Platform under it, or taking any benefit under it after receiving a copy, and will not later assert the lack of authority against the other Party.

(d) Talgrid's authorised signatories are those its board of directors has authorised; the Certificate of Execution states the authority relied on.

3.6 Offer, timing and records.

(a) **Offer expiry.** An Order Form or Change Order is open for acceptance until the expiry date stated in it or, if none, for thirty (30) days after issue, unless Talgrid withdraws it earlier by notice to the Customer's Commercial Contact. One issued for execution under clause 3.3(b) stays open until the day that clause provides for its execution. Payment initiated within the open period is an acceptance even if Talgrid receives or confirms it later. Payment initiated after expiry is an offer by the Customer to buy on the terms of the document, which Talgrid may accept by confirming the payment in writing.

(b) **Time of acceptance.** An acceptance by Platform Acceptance takes effect when the Platform records it, and an acceptance by email reply when it reaches the mailbox designated for replies in the issuing email, and not when it is sent. The Customer may withdraw an acceptance until then.

(c) **Late payment after a Policy change.** If payment is received more than thirty (30) days after the Customer's acceptance in the Platform, and a new version of a Policy has been published in the meantime, Talgrid provides the Platform from the date payment is received on the Order Form and the Policies the Customer accepted, and the Order Form is executed on the date the Customer re-confirms in the Platform the Policies then in force.

(d) **Approvals inside the Platform.** Approval steps the Customer sets up inside the Platform are its own controls. They do not limit clause 3.3, and a comment, hold or request for changes by an approver is not a rejection under clause 3.3(d) unless the Customer sends it to Talgrid's Commercial Contact as one.

(e) **Electronic execution.** Each Party consents to this Agreement, each Order Form and Change Order, and every acceptance, approval, notice and signature under it being given as an electronic record. The acts the Platform records under clause 3.2 or 3.3 are the acceptance and assent of the Party for whom they are done. Neither Party will contest the validity or enforceability of an Order Form or Change Order only because it was signed or accepted electronically or not by hand.

(f) **Platform Records.** Talgrid keeps, in the ordinary course of its business, records of the issue, viewing, acceptance, signature, payment and execution of each Order Form and Change Order: the time; the text and SHA-256 hash of each document and Policy version shown; the name, designation and email address entered; the statements displayed; the one-time code result; the IP address and device details; any payment reference; and the notices in clause 3.3(c) (together, **Platform Records**). The Platform generates a certificate for each executed Order Form and Change Order recording those matters (the **Certificate of Execution**). Talgrid keeps the Platform Records, the Certificate of Execution and the executed document for the Term and eight (8) years after. The record of an Order Form or Change Order is the file whose hash the Certificate of Execution states; the on-screen view is a copy.

(g) **Evidence.** The Parties agree that Platform Records, and computer output produced from them, are prima facie evidence of the facts they record, including who accepted, when, and which text was shown. Neither Party will object to their admissibility solely because they are electronic, are a printout or copy, or are not accompanied by a certificate under section 63 of the Bharatiya Sakshya Adhiniyam, 2023, provided that Talgrid gives such a certificate on request within ten (10) days. On request each Party gives the other, within ten (10) days, a certificate in the form of the Schedule to that Act, signed by a person in charge of the relevant systems, for the records it holds about the issue, receipt, acceptance or execution of an Order Form or Change Order (including mail-server and access logs); the requesting Party bears the cost of any expert verification. Nothing in this clause prevents a Party from adducing other evidence or from showing that a Platform Record is inaccurate.

4. Fees, invoices and payment

4.1 **Invoicing.** Licence Fees are invoiced in advance for each Billing Period to the Customer's Billing Contact by email, and are received the day sent. Where the Customer pays at checkout, Talgrid issues the tax invoice after payment. An invoice is correctly issued where it states the Customer's legal name and, where the Customer is registered for GST, its GSTIN; the Licence and services as recorded in the Order Form; the period; the fees; tax; Talgrid's GSTIN and, while it is registered, its Udyam number; and the due date or, where paid at checkout, the date of payment. An immaterial error does not defer the due date.

4.2 **Payment term.** Each invoice is due the number of days after the invoice date that the Order Form records, not more than forty-five (45), and thirty (30) days if the Order Form is silent. Where the Order Form or the Platform provides for payment at checkout, the amount is due when the Customer places the order, and clause 4.3 runs from the date of the tax invoice. The Order Form fixes the term; nothing printed on an invoice varies it.

4.3 **Disputed invoices.** If the Customer believes an invoice is not correctly issued or an amount is not payable, it gives Talgrid's Billing Contact a written **Dispute Notice** within fifteen (15) days of the invoice date, identifying the invoice, the amount and the specific grounds. Talgrid responds within

fifteen (15) days of the Dispute Notice. If the dispute is unresolved, the Customer may, within thirty (30) days after Talgrid's response (or after the end of Talgrid's fifteen days if it does not respond), refer it to a meeting of senior representatives of both Parties under clause 15.6. The undisputed part of every invoice is payable by the due date. An amount that is not the subject of a Dispute Notice given in time, or of a referral made in time, is payable, may be treated by Talgrid as accepted for the purposes of clauses 2.6 and 5.3, and may not be withheld. This clause governs withholding and suspension. It does not limit a claim in respect of fraud, wilful misconduct, an error of tax or arithmetic, a duplicate charge, or any right that cannot be excluded by law, and it does not shorten any period of limitation.

4.4 No withholding or set-off. The Customer pays each invoice in full, without set-off, counterclaim or deduction other than tax deducted at source and credits or refunds that Talgrid owes under this Agreement, which Talgrid applies against the next invoice or, for a refund, pays. No internal review, audit, due diligence, change of control, enquiry as to the basis of a fee, request for documents, unavailability of the Customer's personnel, or claimed deficiency in the Platform entitles the Customer to withhold or delay payment.

4.5 Approval and payment are acceptance. The Customer's approval of an invoice through its own process, and its payment of an invoice in full, each constitute acceptance of the Licence and services described and of the fee. The Customer's approval process, and the identity, authority or availability of the people who operate it, are the Customer's matters alone.

4.6 Claims on paid invoices. The Customer notifies Talgrid's Billing Contact in writing of any claim for a refund, credit or recovery in respect of a paid invoice within ninety (90) days after payment, with the grounds and amount. Talgrid is not required to process a claim notified later, because it may be unable to issue a tax credit note for the invoice after the time the law allows. This clause does not limit a claim under clause 4.9, a claim in respect of fraud, wilful misconduct, mistake or a duplicate charge, or any right the Customer has by law, and it does not shorten any period of limitation.

4.7 Tax. Fees exclude GST, charged additionally. Where the Customer deducts tax at source it remits it and furnishes the certificate in time, failing which the deducted amount becomes payable to Talgrid. Deduction of tax at source on, or input tax credit availed against, an invoice acknowledges the consideration stated on it.

4.8 Late payment and MSMED. Unpaid amounts bear interest from the due date at 18% per annum compounded monthly. If and for so long as Talgrid is registered as a micro or small enterprise under the Micro, Small and Medium Enterprises Development Act, 2006 (the **MSMED Act**), interest is instead at the higher of that rate and the rate under section 16 of the MSMED Act. The Order Form records Talgrid's Udyam registration number, its category on the Order Form date and its registered address. To the extent Chapter V of the MSMED Act applies to Talgrid as a supplier, the Customer acknowledges that Chapter V applies, including acceptance and deemed acceptance, payment within the agreed period under section 15, interest under section 16, recovery under section 17, reference to the Micro and Small Enterprises Facilitation Council (by mediation,

conciliation or arbitration) under section 18, recovery of an award or settlement under section 18A, the deposit condition in section 19 and the Customer's disclosure obligations under section 22. Talgrid will tell the Customer within thirty (30) days if it ceases to be registered as a micro or small enterprise. Nothing in this Agreement, including clause 15.7, limits Talgrid's rights under that Act.

4.9 Refunds.

(a) **First self-serve purchase.** Where the Customer accepted its first Order Form and paid for it through the Platform's checkout, it may cancel that Order Form within seven (7) days after payment (for a bank transfer, after Talgrid confirms receipt) by written request to Talgrid's Billing Contact or through the Platform. Talgrid then refunds the amount paid, except the price of any Usage Unit consumed and any one-time fee for work already performed. The Order Form and the Licence end at once. This paragraph does not apply to a renewal Order Form, to a Change Order, or to an Order Form the Customer did not pay for through the checkout.

(b) **Other refunds.** Fees are otherwise non-refundable, and the Customer has no right to cancel an Order Form during its Term except as this Agreement provides. Talgrid refunds prepaid fees pro rata for the unexpired Term where the Customer terminates for Talgrid's uncured breach under clause 5.3; for a service terminated under clause 9.4; for a module terminated under clause 16.2(d); and where functionality is terminated under clause 12.5. Talgrid also refunds or credits for a defective Assessment or verification case as the Service Terms provide, and where the law requires.

4.10 Renewal pricing. The renewal Order Form under clause 5.1 states the Licence Fee and the rates for additional Usage Units for the Renewal Term. For the same modules and number of user licences, the Licence Fee per Billing Period for a Renewal Term does not exceed the Licence Fee per Billing Period for the expiring Term by more than the renewal price cap in the Order Form, stated per Renewal Term; if the Order Form states no cap, the cap is ten percent (10%). The same cap applies to the rate for each additional Usage Unit. The Customer is bound to those fees and rates only if it accepts and pays the renewal Order Form under clause 5.1.

5. Term and termination

5.1 Term and renewal. The Agreement and each Order Form end at the end of the current Term. They do not renew automatically, and use of the Platform after the end of the Term does not renew them. At least sixty (60) days before the end of the current Term Talgrid uses reasonable efforts to send the Customer's Commercial Contact and Billing Contact an Order Form for the next Term (the **renewal Order Form**, which Talgrid may issue as a quote through the Platform). It states the Renewal Term, its Effective Date (the day after the current Term ends, unless it says otherwise), the Licence Fee and the rates for additional Usage Units, within the renewal price cap in clause 4.10. The Agreement continues for that Renewal Term only when the Customer has accepted the renewal Order Form under clause 3 and paid the first amount due under it; payment is acceptance under clause 3.3(a). A late or missing renewal Order Form does not renew the Agreement or extend the Term. If the Customer has not both accepted and paid by the end of the current Term, the Order

Form ends at that time, access becomes read-only under clause 5.4, and no Licence Fee accrues for a period the Customer has not accepted and paid for.

5.2 For convenience. Where the Order Form permits, the Customer may terminate the Order Form for convenience on the notice period recorded there. Licence Fees for the whole notice period are payable. If termination takes effect during the Initial Term, the early termination fee in the Order Form is also payable. The early termination fee is the price of the right to terminate early. The Order Form states it as a fixed sum or a percentage of the Licence Fees that would have been payable for the rest of the Initial Term after the termination date, and it never exceeds those fees. The Parties agree it is a reasonable pre-estimate of Talgrid's loss on early termination (loss of committed revenue, onboarding and capacity costs, and the discount given for the Initial Term commitment), which is difficult to assess exactly, and is not a penalty.

5.3 For breach or insolvency. Either Party may terminate on written notice if the other materially breaches and fails to cure within thirty (30) days of notice, or enters any insolvency process. Non-payment of an undisputed amount for thirty (30) days after its due date is a material breach cured only by payment in full with interest. Where the Customer terminates for Talgrid's uncured breach, no early termination fee is payable.

5.4 Effect. On termination or expiry the Licence ends and access becomes read-only for the Export Period in clause 6.6; all fees accrued to termination or expiry, including for the whole of any notice period, remain payable and become immediately due; Talgrid issues a final invoice for any unbilled period; unused Usage Units lapse; and clauses 4.3 to 4.8 continue to apply to every invoice. Clauses 2.3, 3.4, 3.5, 3.6, 4, 5.4, 5.5, 6, 7 (as to the use and deletion of revealed data), 8.2, 8.3, 9.3, 10, 11, 12, 13, 14, 15 and 16.3, and clause 16.2 as to prior versions, survive termination or expiry, as does any other clause that by its nature is meant to.

5.5 Change of control. This Agreement, every Order Form, every invoice and every accrued amount bind the Customer, its successors and its permitted assigns, and continue to bind the Customer after a change of control. The Customer notifies Talgrid within thirty (30) days of a change of control, with updated contacts and invoicing details. No change of control, and no due diligence, audit or review connected with it, suspends or reduces any amount due, reopens any invoice that was not disputed in time under clause 4.3 or was paid before it, or affects any Order Form executed before it. Neither Party assigns this Agreement without consent, except to a successor on change of control on notice; Talgrid may assign its right to payment.

6. Data

6.1 Ownership and roles. As between the Parties, the Customer owns **Customer Data** — data it and its Authorised Users upload to, generate in, or instruct Talgrid to process on the Platform, including candidate data it brings, each record delivered to it on a Reveal under clause 7.1 and each output Talgrid generates for it. Talgrid owns the Platform. For Customer Data the Customer is Data

Fiduciary and Talgrid a Data Processor on documented instructions under the Data Protection Laws; the DPA governs.

6.2 Talgrid's own Data Principals. Individuals who register with, claim a profile on, or consent to be contacted through NextGeek or vHire are Talgrid's Data Principals, and Talgrid is Data Fiduciary for that relationship. Where the same individual is also the subject of Customer Data, each Party is Data Fiduciary for the data it holds for its own purposes, as the DPA provides.

6.3 Customer warranty. The Customer has a lawful ground under the Data Protection Laws for all Customer Data it uploads or instructs Talgrid to process, and for its own processing of each record it receives on a Reveal, including any notice or consent its law requires. It does not upload personal data of anyone under eighteen, or personal data that its law treats as sensitive except for a documented recruitment purpose.

6.4 Talgrid's commitments. Talgrid:

(a) maintains the Security Measures;

(b) notifies the Customer without undue delay, and in any event within twenty-four (24) hours, of becoming aware of a personal data breach affecting Customer Data, as the DPA provides;

(c) does not use Customer Data or candidate responses to train foundation models, and does not permit its Sub-processors to;

(d) does not disclose Customer Data to any other customer except under the Network Participation Terms on written opt-in;

(e) gives thirty (30) days' notice of any new Sub-processor that will process Customer personal data, with a right to object under clause 9.4; and

(f) may use de-identified, aggregated data that identifies no person, customer or candidate to operate, secure and improve the Platform, and the Customer instructs Talgrid to create it from Customer Data.

6.5 Candidate rights. Talgrid assists the Customer with Data Principal requests as the DPA provides, and passes through to the Customer any withdrawal or deletion request relating to a candidate revealed to it. The Customer deletes or stops processing a candidate's record within seven (7) days of a withdrawal notice under clause 7.1, unless it holds the record on another lawful ground that does not depend on the Reveal, or the law requires it to keep it.

6.6 Exit. For thirty (30) days after termination or expiry (the **Export Period**) the Customer may export Customer Data, including records delivered on a Reveal, notwithstanding clause 7.1. Talgrid then deletes Customer Data from production within sixty (60) days after the Export Period ends and from backups within ninety (90) days after it ends, confirming in writing on request. During the Term Talgrid also deletes personal data on the Customer's documented instruction as the DPA provides. De-identified data, data Talgrid must retain by law (including logs kept under the Data Protection Laws), Platform Records, and data of Talgrid's own Data Principals are not deleted.

7. Services: what each is, and who is responsible for what

The Service Terms set out the mechanics of each service — consumption, expiry, retention, consent flows, partners and rates. The allocations below govern.

7.1 Candidate Data (vHire). Talgrid holds candidate records as Data Fiduciary on the basis of each candidate's consent to be discovered and contacted for recruitment and to its record being delivered to a Customer on a Reveal, and keeps consent records and delivers a receipt of that consent with each Reveal. On a **Reveal**, the record as it then stands, including contact details, is delivered into the Customer's applicant tracking system and becomes Customer Data: the Customer keeps it, uses it for recruitment, and never re-purchases it. For the **Refresh Window** in the Order Form (default ninety days) updates to that candidate on vHire are delivered free; afterwards each update is a **Profile Refresh**, chargeable as a Usage Unit. The Customer does not resell, share outside its organisation (except to a client for whom a staffing-provider Customer is searching), bulk-export (other than under clause 6.6), or build a database from revealed data, and acts on a withdrawal notice as clause 6.5 provides. Candidate records are as provided by candidates and sources; Talgrid does not verify them unless verification is purchased, and gives no warranty of accuracy, currency, availability or response. Talgrid maintains processes for candidates to update and correct their records; this does not limit clause 12.1. After a Reveal the Customer is Data Fiduciary for its own processing.

7.2 Automated features and AI Interviews (NextGeek). Parsing, matching, ranking, screening and AI Interview outputs support the Customer's decisions and do not make them. The Customer keeps meaningful human review of every output before acting on it, never uses an output as the sole basis for rejecting a candidate, and is responsible for compliance with employment and anti-discrimination law. Outputs are probabilistic; Talgrid gives no warranty of accuracy, completeness or absence of bias. For AI Interviews Talgrid, on the Customer's behalf and as its Data Processor, gives the candidate a notice that names the Customer as Data Fiduciary and Talgrid as Data Processor and obtains consent before recording, describes the evaluation criteria on request, tests its models periodically for disparate outcomes and mitigates identified disparities, and retains recordings for the period in the Service Terms.

7.3 Assessments (NextGeek). Results indicate performance on the assessment only. Talgrid gives no warranty that an Assessment predicts job performance, is validated for a role, or is free from bias. The Customer is responsible for job-relatedness, any validation its law requires, accommodations, and the lawfulness of decisions based on results, and handles candidate disputes with Talgrid's session and scoring records. Proctoring captures what the Service Terms describe, with the candidate notice and consent the Service Terms describe, given on the Customer's behalf. For an Assessment that fails through a Platform fault, Talgrid's sole obligation is to re-run it or credit the unit. Assessment content and scoring logic are Talgrid's intellectual property.

7.4 Background Verification (NextGeek). Talgrid provides the workflow; verification is performed by a Verification Partner that Talgrid engages and that is listed in the Third-Party Services Policy.

Talgrid is not a verification agency. The Customer has a lawful purpose for each check, obtains the candidate's consent in the form the law and the partner require, complies with sectoral rules, and gives the candidate an opportunity to respond before any adverse decision. A report reflects what sources returned at the time; neither Talgrid nor the partner warrants its accuracy or completeness, and turnaround is indicative. Talgrid's total liability for a verification case is the fee paid for that case; Talgrid is not liable for any hiring decision or for the content of a report, and will reasonably assist the Customer against the partner where the partner's error causes loss. The partner's processing of Customer personal data is that of a Sub-processor, under clause 8.1.

7.5 Usage Units. Reveals, Profile Refreshes, Assessments, AI Interviews, interview rooms and verification cases are metered as the Service Terms provide. Unused units lapse at the end of the Initial Term or Renewal Term in which they were included or bought, have no cash value, and are not transferable. Usage Units are only the units listed in this clause. Credits bought for any other service sold on the Platform (for example lead-data credits) are not Usage Units and do not lapse under this clause.

7.6 Additional Usage Units. Where the Order Form states a rate for additional units of a service, the Customer may buy additional units of that service at that rate, without any volume discount, through the Platform or by written request to Talgrid's Billing Contact, at any time while the Order Form is in force and no undisputed amount is overdue. Buying additional units at the stated rate is consumption under this Agreement, not a change to commercial terms: it needs no Order Form or Change Order, and clause 3.1 does not apply to it. Talgrid invoices each purchase under clause 4, and the units are Usage Units for the rest of the current Term under clause 7.5. Adding user licences or modules, buying a service for which the Order Form states no rate, or changing the Term, Billing Period, payment term or any rate needs a Change Order.

8. Third-Party Services

8.1 The Platform connects to services of third-party providers listed in the Third-Party Services Policy: job boards, calendar and video services and, where the Customer brings its own account, telephony and messaging (**Third-Party Services**). Those run on the Customer's own accounts, under the provider's terms, at the Customer's cost; the provider acts for the Customer and is not Talgrid's Sub-processor. Sub-processors (hosting, database, email, AI model, telephony and messaging on Talgrid's accounts, verification and payment providers) are listed separately in that Policy; Talgrid is responsible to the Customer for them as the DPA provides.

8.2 Not Talgrid's failure. Talgrid does not control Third-Party Services and is not liable for their availability, accuracy, interface or security changes, rate limits, suspension of the Customer's account with a provider, their data handling, or withdrawal. Platform unavailability caused by a Third-Party Service is not downtime under the SLA, gives no credit or reduction, and is not a ground to withhold payment.

8.3 Liability. Talgrid's total liability for anything arising from a Third-Party Service is nil, except to the extent caused by Talgrid's own breach of the Security Measures or of clause 6.4, or by its negligence in selecting or integrating the Third-Party Service. This clause does not apply to the acts or omissions of a Sub-processor; clause 12.2 applies to them.

8.4 Talgrid's commitments. Talgrid notifies material integration changes, uses reasonable efforts to restore a disrupted integration and, where restoration is not feasible in a reasonable period, offers an alternative where one exists. During a paid Term no change materially reduces the Platform's core functionality.

9. Service levels, changes and objections

9.1 The SLA sets the availability commitment for the core applicant tracking service and the credits that apply if it is not met. Automated features, AI Interviews, Third-Party Services and preview functionality are excluded.

9.2 Credits are the remedy. Credits are the Customer's sole remedy for any failure of availability, performance or support, apply against a future invoice, and have no cash value. Claims are made in writing within thirty (30) days of the end of the affected month or lapse.

9.3 No withholding for service issues. No deficiency in the Platform entitles the Customer to withhold, delay or reduce any fee.

9.4 Objection to Sub-processors. Within fifteen (15) days of a notice under clause 6.4(e) the Customer may object in writing on reasonable data protection grounds, stating them. The Parties discuss the objection in good faith. If it is not resolved within thirty (30) days after the objection, the Customer may, by written notice within a further fifteen (15) days, terminate the affected service and receive a pro-rata refund of prepaid fees for it. A Customer that does not object in time accepts the Sub-processor. Talgrid may replace a Sub-processor at once to maintain security or continuity, giving notice as soon as practicable; the fifteen (15) days then run from that notice.

10. Intellectual property and confidentiality

10.1 Talgrid owns, or is licensed to use, all intellectual property in the Platform, NextGeek, vHire and its assessment content. Nothing transfers it. Customer-authored content remains the Customer's, licensed to Talgrid to host and process. Talgrid may use feedback freely.

10.2 Each Party keeps the other's confidential information confidential, uses it only for this Agreement, and protects it with reasonable care, subject to the usual exceptions, for three (3) years after termination and indefinitely for trade secrets and assessment content.

11. Records and audit

Talgrid keeps records of licences, invoices, Authorised Users and Usage Units for the Term and three (3) years after, and keeps Order Forms, Change Orders and Platform Records for the period in clause 3.6. On request once in twelve (12) months, Talgrid provides a statement of the Licence in force, Authorised Users (for information only under an Enterprise Platform Licence), units consumed and invoices issued. The Customer may audit records showing that invoices correspond to the Order Form once in twelve (12) months on thirty (30) days' notice, at Talgrid's election on-site or remote, under confidentiality, without disruption and without suspending payment; the Customer bears the cost unless an overcharge above five percent (5%) is found. Audit of data processing is under the DPA.

12. Warranties, liability and indemnities

12.1 Warranty. Talgrid warrants the Platform performs materially in accordance with its documentation; the sole remedy is correction or, failing that in a reasonable period, termination under clause 5.3 with a pro-rata refund. Otherwise the Platform and all outputs are provided as is, with no warranty as to hiring outcomes, candidate quality or conduct, or the accuracy of candidate records, automated outputs, assessment results, AI Interview outputs or verification reports.

12.2 Mutual cap. Each Party's total liability arising out of this Agreement in any twelve (12) months is limited to the fees paid by the Customer in the preceding twelve (12) months. Talgrid's liability for a personal data breach caused by its failure to maintain the Security Measures is limited to two (2) times that amount. For Candidate Data, Assessments, AI Interviews and Background Verification, Talgrid's liability is limited to the fees paid for the affected service in that period; for Third-Party Services, clause 8.3 applies. Where more than one limit in this clause applies to the same loss, the limit in the second sentence applies to a personal data breach caused by Talgrid's failure to maintain the Security Measures and, otherwise, the lower limit applies.

12.3 Excluded loss. Neither Party is liable to the other for indirect or consequential loss, or for loss of profit, business, goodwill or anticipated savings. Talgrid is not liable to the Customer for any hiring or non-hiring outcome or for a claim by a candidate or third party arising from a hiring decision, without limiting clause 12.6.

12.4 Exceptions. The limits in clauses 8.3, 12.2 and 12.3 do not apply to fees and interest, breach of clause 10.2, the Customer's indemnity under clause 12.6, a Party's fraud, wilful misconduct or gross negligence, or liability that cannot be limited by law. Talgrid's liability under clause 12.5 is subject to the limit in clause 12.2.

12.5 Talgrid indemnity. Talgrid defends the Customer against third-party claims that the Platform infringes intellectual property rights, subject to prompt notice, control of the defence and cooperation, and may modify, replace or terminate affected functionality with a pro-rata refund.

12.6 Customer indemnity. The Customer defends Talgrid against third-party and regulatory claims arising from Customer Data processed without a lawful basis; use of revealed candidate data,

automated outputs, assessment results, AI Interview outputs or verification reports in breach of this Agreement or the law; a claim by a candidate or third party arising from a hiring decision the Customer made; or an Authorised User's breach of clause 2.5 or the AUP.

13. Contacts, authority and notices

13.1 Each Party records in the Order Form a Commercial Contact, Billing Contact and Legal Contact; the Customer also records its administrator. A notice is given when emailed to the relevant contact and is received that day. Contacts change only by written notice from an existing contact or signatory or, for the Customer, through the Platform by a person its administrator names; until then, notice to the recorded address is valid whether or not the person remains.

13.2 **Interested persons.** Each Party represents that, to its knowledge, no person who negotiates, executes, approves or authorises payment on its behalf holds an undisclosed financial interest in the other Party. Any such interest is disclosed in writing before that person acts; the other Party may require a different person; and a Party that has received disclosure does not later rely on the interest to avoid an obligation.

13.3 Neither Party has relied on any statement not recorded in this Agreement or an Order Form.

14. Transition from an earlier agreement

Where the Customer was licensed under an earlier agreement with Talgrid and the Order Form identifies it, this Agreement supersedes it from the Effective Date. This clause 14 applies only where that Order Form is executed under clause 3.2(a), (b) or (c), and never where it is executed by payment or use under clause 3.3. Invoices under the earlier agreement paid before the Effective Date are final; unpaid invoices are payable on their terms and, from the Effective Date, under clause 4. The licence in the Order Form is the licence the Customer received under the earlier agreement from the date stated there, and in exchange for the licence terms in the Order Form the Customer releases any claim as to the basis, amount or approval of any invoice under it.

15. General

15.1 **Variation.** Only by a document signed by an authorised signatory of each Party, or under clause 3 for commercial terms, or under clause 16.2 for Policies.

15.2 **Course of dealing.** Where the Parties have for two (2) or more consecutive Billing Periods invoiced, approved and paid a Licence on stated terms, those terms are the Licence in force, and neither Party contends otherwise on the ground that a document was not signed.

15.3 **Entire agreement; no waiver; severability.** This Agreement is the entire agreement on its subject matter, subject to clause 14. Failure to enforce a provision is not a waiver, except that an

amount not disputed in time is payable under clause 4.3. An unenforceable provision does not affect the rest. The Parties are independent contractors.

15.4 Force majeure. Neither Party is liable for failure caused by events beyond its reasonable control, on notice; payment obligations are not excused.

15.5 Publicity. Talgrid may name the Customer as a customer unless the Customer objects in writing; neither issues a press release naming the other without consent.

15.6 Escalation. Before proceedings, the complaining Party notifies the other's Legal Contact and senior representatives meet within fifteen (15) days. This clause does not apply to a claim for unpaid fees, to a request for interim relief, or to a reference under the MSMED Act. A dispute about an invoice follows clause 4.3, and the meeting referred to in clause 4.3 satisfies this clause.

15.7 Law and disputes. Indian law. Subject to clause 4.8, unresolved disputes go to arbitration under the Arbitration and Conciliation Act, 1996 before a sole arbitrator agreed or, failing agreement in fifteen (15) days, appointed by the High Court of Karnataka (or, where the arbitration is international, by the Supreme Court of India or its designee), seated in Bengaluru, in English. Bengaluru courts have exclusive jurisdiction for interim relief and enforcement. If a court holds the agreement to arbitrate unenforceable in any respect, the courts at Bengaluru have exclusive jurisdiction over the dispute.

15.8 Stamp duty. Neither Party is obliged to stamp this Agreement, an Order Form or a Change Order. Whether any of them is stamped does not affect its validity or enforceability or any payment obligation, and neither Party may withhold performance or payment because it is unstamped. If stamp duty or a penalty becomes payable on any of them, for example on production in evidence, the Party that needs to produce or rely on it bears that duty and penalty.

16. Policies incorporated by reference

16.1 Incorporation. Each document in the table below other than the Standard Terms is a **Policy**. Each Policy is incorporated in the version in force on the date and time (Indian Standard Time) the Order Form is executed, and a Change Order incorporates the version in force when it is executed (in each case the **Execution Version**). For the Network Participation Terms the Execution Version is the version in force when the Order Form or Change Order recording the opt-in is executed. The Certificate of Execution identifies the Execution Version of each Policy by version number and SHA-256 hash; if the certificate and the published page differ, the certificate prevails. Where these Standard Terms refer to a Policy by its short name, they refer to that document. A Policy has no governing-law or dispute-resolution clause of its own; clause 15 applies, and notices under a Policy are given under clause 13. Other pages on vhire.com (including the website terms, privacy notice, cookie notice and refund policy) are not Policies (clause 1.4). Each address below is an https address.

Document	Where	Governs
Standard Terms (the published copy of these terms; not a Policy)	vhire.com/legal/standard-terms	The version stated in the Order Form
Data Processing Agreement (DPA)	vhire.com/legal/dpa	Personal data, Sub-processors, deletion, audit of processing
Service Level Agreement (SLA)	vhire.com/legal/sla	Availability commitment, credits, support
Acceptable Use Policy (AUP)	vhire.com/legal/acceptable-use	Permitted and prohibited use
Security Measures	vhire.com/legal/security-measures	Technical and organisational measures
Third-Party Services and Sub-processors (the Third-Party Services Policy)	vhire.com/legal/third-party-services	Sub-processors, integrations, payment providers, Verification Partners
Service Terms	vhire.com/legal/service-terms	Mechanics of Candidate Data, Assessments, AI Interviews, Background Verification and Usage Units
Network Participation Terms	vhire.com/legal/network-participation-terms	Apply only on written opt-in recorded in an Order Form or Change Order

The current version of each document is at the address shown. Every version, of the Standard Terms and of each Policy, is permanently at that address followed by /v/ and the version number (for example vhire.com/legal/dpa/v/2).

16.2 Changes.

(a) **Notice.** Talgrid may publish a new version of a Policy. It takes effect thirty (30) days after Talgrid emails notice to the Customer's Commercial Contact and Legal Contact and, in the Platform, to its administrator. The notice states the version, its effective date and a summary of the change, and the same is published at the Policy's address. A version that was published with a stated effective date and shown to the Customer as upcoming when it accepted an Order Form is treated as notified on the date of that acceptance.

(b) **Immediate changes.** A new version takes effect on the date stated, without the notice period, to the extent the law or a regulator requires it, or it is a security measure that does not reduce the Customer's rights. Talgrid gives notice as soon as practicable.

(c) **Sub-processors.** A change of Sub-processor is governed only by clauses 6.4 and 9.4, not by this clause.

(d) **No material reduction.** No new version materially reduces the Customer's rights or Talgrid's obligations during a paid Term. If the Customer reasonably considers that one does, it may within

thirty (30) days of the notice tell Talgrid's Legal Contact in writing which right and why; Talgrid replies within fifteen (15) days. The prior version then continues to apply to the Customer until the end of the current Term, except for a Policy Talgrid cannot practicably operate for one customer alone (the SLA measurement, the Security Measures as to Platform-wide controls, and the Third-Party Services Policy). For those, or if the Parties do not agree, the Customer may terminate the affected module by written notice within thirty (30) days after Talgrid's reply, with the pro-rata refund of prepaid fees under clause 4.9.

(e) **Renewal.** A renewal Order Form under clause 5.1 is a new Order Form, so clause 16.1 applies to it: the Policies in force when it is executed apply to the Renewal Term.

16.3 Availability and integrity of versions. Talgrid keeps every published version of the Standard Terms and of every Policy available, unaltered, at its version address, permanently. A correction is published as a new version; a published version is never edited or removed. If an address changes, Talgrid keeps a redirect from the old address and notifies the Commercial Contact. The PDF of a version is the record; the web page is a readable copy. On request Talgrid provides a copy of any version within five (5) days.

TALGRID TECH PRIVATE LIMITED, trading as NextGeek and vHire **CUSTOMER**

Name: _____ Name: _____

Designation: _____ Designation: _____

Signature / Date: _____ Signature / Date: _____

The Standard Terms bind the Parties when an Order Form is executed under clause 3. Signing this page is not required.