

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (the “Agreement”) is entered into on [Effective Date] (the “Effective Date”) between **blujin, Corp.** with its principal place of business 251 Little Falls Drive, Wilmington, Delaware 19808. (“blujin”), and [Company Name] with its principal place of business at [Company Address] (“Customer”).

Background:

Blujin provides a Software-As-A-Service (“SaaS”) application that uses advanced analytics to inform better hiring decisions for organizations. Customer wishes to utilize the blujin’s SaaS application to optimize its’ Talent Acquisition (TA) efforts.

In consideration of the mutual commitments of this Agreement, the parties agree as follows:

1. DEFINITIONS

In addition to terms defined within this Agreement, the following items are defined as follows:

“Affiliate” of a party is defined as any entity that is controlled by a party to this Agreement, so long as the control exists.

“Control” is defined as direct or indirect control of more than 50% of the shares or other equity interests of the subject entity entitled to voting rights. Or, in the case of an entity that is not a corporation, for the election or appointment of its’ managing authority.

“Authorized User” is defined as employees or authorized contractors of Customer and its Affiliates that use the SaaS application solely for the benefit of Customer in accordance with this Agreement.

“Customer Data” is defined as information originating from Customer and entered or uploaded to the SaaS application by Customer or any of the Authorized Users.

“Documentation” is defined as the specifications regarding the Services set forth in applicable blujin Quotes or Statement of Work (SOW).

“Intellectual Property” is defined as any patent, copyright, trade name, trademark, trade secret, know-how, object code, source code, or any other intellectual property right whether registered or unregistered, and whether currently known or hereafter recognized in any jurisdiction.

“Malicious Code” is defined as viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, or programs.

“Sales Order” is defined as a blujin Sales Order or Quote executed between the parties that specifies the fees, Subscription Term and other details of the Subscription Service provided by blujin.

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“Services” is defined as the (a) subscription services and ongoing support offered by blujin on a SaaS basis set forth on the applicable Quote and (b) professional services set forth in the applicable SOW, including implementation services, individual training and/or other professional services (“Professional Services”).

“SOW” means a statement of work in a written order form executed between the parties that specifies the fees, scope, and other details, of Professional Services.

“Subscription Term” means the duration of the Subscription Services as set forth in the applicable Quote.

“Quote” is defined as a blujin Quote executed between the parties that specifies the fees, Subscription Term and other details of the Subscription Service provided by blujin.

2. SERVICES

2.1 Provision of blujin’s Subscription Services. Subject to the terms herein, blujin hereby grants a non-exclusive, non-transferable right for Customer’s Authorized Users to access and use the Subscription Services solely for Customer’s internal business purposes for the Subscription Term.

2.2 Data Security. blujin will maintain a security program in accordance with industry standards that is designed to (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data. The security program will be subject to periodic assessments or other similar independent third-party reviews. Upon Customer’s request, blujin shall provide Customer with access to the trust portal that demonstrates the controls and current data security posture. In furtherance of the foregoing, blujin will maintain appropriate administrative, physical and technical safeguards that are designed to protect the security of Customer Data, including taking the security measures set forth in Exhibit B. Blujin will not materially diminish such safeguards, when taken as a whole, during the term of this Agreement. Blujin will make commercially reasonable efforts to use industry standard measures designed to scan, detect, and delete Malicious Code.

2.3 Support; SLA. During the applicable Subscription Term, blujin shall provide support for the Standard Subscription Services to Customer, in accordance with blujin’s then-current support level, and maintains a reasonable level of uptime. If blujin does not maintain a reasonable level of uptime, the sole remedy is a service level credit.

2.4 Professional Services. Any Professional Services to be performed by blujin shall be detailed in a SOW executed between the parties.

2.5 Responsible AI. During the Subscription Term, blujin shall, at its expense, implement and maintain appropriate technical and organizational measures to ensure its artificial intelligence technology used to provide the Services to Customer complies with all applicable laws. blujin

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shall develop and provide the artificial intelligence technology within the Services in a responsible manner. In this respect, blujin shall maintain practices and policies for risk and quality management, including human oversight.

2.6 Restriction. Customer agrees that except as expressly permitted by this Agreement, it will not by itself, or through any third party, do any of the following: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how, or algorithms of the Services, or any software, documentation, Intellectual Property, or data associated with the Services; (b) modify, translate, or create derivative works based on any software, documentation, Intellectual Property, or data associated with the Services; (c) knowingly interfere with, disrupt or cause harm to blujin's SaaS application, systems, or infrastructure; or (d) use the Services outside of the scope expressly permitted herein or for timesharing, service bureau purposes, sublicense, lease, sale transfer, or otherwise for the benefit of a third party.

2.7 Authorized Users. Customer may authorize certain contractors or certain employees of its Affiliates to be Authorized Users, provided that the Authorized Users are bound to abide by confidentiality, restriction, and usage responsibility terms at least as protective as what is set forth herein and that the Customer is responsible for all acts and omissions of such Authorized Users in connection herewith as if they were Customer hereunder. Customer shall not knowingly authorize any competitor of blujin to be an Authorized User. Customer shall notify blujin promptly upon becoming aware of any unauthorized access of the Services, including unauthorized use of Customer accounts.

3. RESPONSIBILITIES IN USING THE SERVICES

3.1 Compliance. blujin agrees to comply with all applicable laws and regulations in providing the Services to Customer. Customer agrees to use the Services only for their intended purposes and in compliance with all applicable laws and regulations, including any applicable obligations of providing sufficient data subject-related privacy notice and rights for its use of blujin's Services. Further, as of the Effective Date of the Agreement, Customer acknowledges that blujin's Services have data hosting in data centers located in the following regions: United States and Canada.

3.2 Cooperation to Set Up Subscription Services. Customer agrees that it will cooperate with blujin as reasonably required to set up and integrate the Subscription Services, and after integration address any service or technical issues.

3.3 Equipment to Access Subscription Services. Customer shall be responsible for maintaining the security of any equipment used to access Subscription Services, and accounts, passwords and files for its use of the Subscription Services.

4. PROPRIETARY RIGHTS

4.1 As between Customer and blujin, Customer shall own and retain all rights, title and interest in and to the Customer Data. Customer represents that it has all necessary rights to upload the Customer Data, for provision of the Services, and agrees that blujin may use the Customer Data

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to enable and provide blujin's products and services, subject to the terms and conditions of this Agreement. In addition blujin may use Customer Data for development, testing and quality assurance.

4.2 Subject to the license granted to Customer herein, blujin shall own and retain all rights, title and interest in and to the Services and Anonymized Learnings, as well as (a) its products, services, software, and related documentation, and all improvements, enhancements or modifications thereto, and (b) any software, technology, documentation, and Intellectual Property developed in connection with the Services. For the purposes hereof, "Anonymized Learnings" means data created from Customer Data that is anonymized in such a way that it does not identify Customer or any individual, for lawful business purposes, including but not limited to product improvement, industry benchmarking, analytics, and data derived from Customer Data to characterize certifications, achievements, skills, competencies, and responsibilities.

4.3 Customer may from time to time provide blujin suggestions for product enhancement or other feedback ("Feedback") with respect to any blujin product or service. blujin will have full discretion to determine whether or not to proceed developing any requested enhancement and will have the full right, with no obligation of payment to Customer and no other restriction, to use and otherwise exploit any such Feedback during and after the term hereof. Further, Customer has no obligation to provide Feedback.

5. PAYMENT OF FEES

5.1 Payment. Customer shall pay blujin the fees in accordance with the applicable Quote or SOW (the "Fees"). All Fees invoiced shall be non-refundable and non-cancellable, unless otherwise provided for herein. Payment shall be made in U.S. dollars, unless otherwise agreed with blujin. Unless otherwise set forth in the Quote or SOW, full payment for all invoices is due and payable within 30 days of invoice date.

5.2 Dispute Procedure. If Customer believes that blujin has billed Customer incorrectly, Customer must contact blujin no later than the payment 10 days after receipt of the Bill or Invoice for the applicable fees as set forth in the Quote referenced in the Bill or Invoice in order to receive an adjustment or credit, if applicable. The parties shall cooperate diligently in good faith to resolve such disputes. If a payment is more than ninety (60) days past due and blujin has provided at least thirty (15) days written notice to Customer, blujin may suspend the Services, without liability to Customer, until such amounts are paid in full.

5.3 Fees Are Exclusive of Tax. blujin's Fees are exclusive of all sales, use, value-added, withholding and other taxes or duties, and Customer will promptly pay or reimburse blujin for all taxes arising out of this Agreement. Customer hereby confirms that Customer's corporate address in the applicable Quote is the place of use for purposes of calculating and applicable sales tax, unless Customer provides, prior to invoicing by blujin a list of other places as being the places of use. If Customer is legally entitled to an exemption from the payment of any taxes, Customer will promptly provide blujin with legally sufficient tax exemption certificates for each taxing jurisdiction for which it claims exemption. If Customer is located outside the United States and required to pay or withhold any tax with respect to any payments due to blujin hereunder,

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Customer will gross up payments actually made such that blujin receives sums due hereunder in full and free of any deduction for any such tax.

6. CONFIDENTIALITY

6.1 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose non- public information relating to the Disclosing Party’s business (hereinafter referred to as “Confidential Information” of the Disclosing Party) pursuant to this Agreement. Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential or proprietary as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. Confidential Information includes, but is not limited to, non-public information regarding features, benchmarking, functionality and performance of the Services (including any screenshots thereof), documentation, formulas, designs, new products, developmental work, marketing plans, business plans and processes, names of actual and prospective customers, third-party audit reports, and the terms and pricing under this Agreement. Confidential Information of either Party will not include any information that (a) is or becomes generally available to the public through no act or omission of the other party, or (b) was in the other party’s lawful possession prior to receipt from the Disclosing Party and had not been obtained by the other party either directly or indirectly from the Disclosing Party, or (c) was lawfully disclosed to the other party by a third party without restriction on disclosure, or (d) was independently developed without use or reference to any Confidential Information of the Disclosing Party.

6.2 Receiving Party shall safeguard Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure using no less than a reasonable degree of care; shall use it solely for the purpose of this Agreement; and shall not disclose it to any third party except to its Affiliates or contractors who need to know such information for such purpose (and in the case of blujin, to its third party service providers for necessary performance of the Services), and agree to abide by the Agreement and whose breach of the Agreement is Receiving Party’s responsibility. The obligation of confidentiality shall survive expiration or termination of this Agreement.

6.3 If required by law or a valid court order to disclose any Confidential Information, Receiving Party shall: (a) only disclose the required portion of the Confidential Information; (b) use reasonable efforts to ensure that such disclosure is afforded confidential treatment, and (c) to the extent legally permissible shall promptly notify and reasonably assist Disclosing Party so that Disclosing Party may seek a protective order or other remedy.

6.4 The Receiving Party acknowledges that the unauthorized disclosure or use of the other party’s Confidential Information may result in substantial and irreparable harm to the other party and that monetary damages will be difficult to determine and inadequate to compensate the other party. Therefore, the Receiving Party agrees that, upon any breach of the obligations in this section by the Receiving Party, the disclosing party shall be permitted to seek equitable relief such as an injunction, in addition to any other available remedies.

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6.5 Upon expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or use reasonable efforts to destroy all Confidential Information of the Disclosing Party in its possession or control promptly upon the written request of the Disclosing Party. The Receiving Party will certify in writing that it has complied with its obligations under this Section 6.5. Notwithstanding the foregoing, the Receiving Party may retain electronic backup copies of Confidential Information as part of the Receiving Party's standard backup processes and systems. The Receiving Party shall comply with its obligations under this Agreement with regard to such copies and shall destroy them in accordance with Receiving Party's normal destruction processes.

7. PUBLICITY AND MARKETING.

Subject to Customer's prior review and consent, blujin may develop and publish case studies and/or press releases based upon Customer's use of the Services and seek such prior review and consent from Customer before publication. Customer will also provide and participate in, on a reasonable basis, reference to prospective customers of blujin. In such "Reference Calls" Customer will provide positive insight into the quality, value and reliability of blujin's services.

8. TERM AND TERMINATION

8.1 Term. This Agreement commences on the Effective Date and continues until terminated in accordance with the provisions of this Section 8. Each party may terminate this Agreement upon written notice to the other party if there are no Sales Orders or SOWs then in effect.

8.2 Termination By Customer. Customer may terminate this Agreement or any relevant Sales Order or SOW associated thereto if blujin is in material breach and fails to cure such breach within thirty (60) days (or is incapable of curing such breach) following receipt of written notice describing the details of the breach. In the event of termination by Customer for blujin's material breach, Customer shall only be liable for payment or payments due for Services committed to in a Quote prior to the termination date.

8.3 Termination By blujin. blujin may terminate this Agreement or any relevant Sales Order or SOW associated thereto if Customer is in material breach, which includes non-payment, and fails to cure such breach within thirty (60) days (or is incapable of curing such breach) following receipt of written notice describing the details of the breach. Customer shall not be entitled to any refund of any prepaid Fees for any period remaining in the Subscription Term in the event of termination by blujin for Customer's material breach, or during any period of suspension.

8.4 Effect of Termination. Termination of this Agreement or any Sales Order or SOW shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer of its obligation to pay all Fees that have accrued. Upon any termination of a Sales Order including as a result of termination of this Agreement. Blujin may delete Customer Data with or without Customer's written request. Upon expiration or termination of this Agreement or the applicable Sales Order, Customer shall cease to use the applicable Services.

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8.5 Survival. All terms of this Agreement, which by their nature are intended to survive the Agreement's termination or expiration, will so survive, including confidentiality, usage restriction, proprietary rights, disclaimers, accrued indemnity, limitations of liability, and termination provisions.

9. WARRANTY AND DISCLAIMER

9.1 Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity; (b) it has the right, power and authority to enter the Agreement and to grant the rights granted hereunder and to perform all of its obligations hereunder; (c) the execution of any Sales Order or SOW incorporating this Agreement by its representative whose signature is set forth therein has been duly authorized by the Party to execute on behalf of the Party; and (d) any Sales Order or SOW incorporating this Agreement that is executed and delivered by both Parties will be valid and binding on the Parties.

9.2 Subscription Services. blujin represents and warrants that the Subscription Services will perform in accordance with the Documentation, in all material respects. Notwithstanding the foregoing, Subscription Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by blujin or by third-party providers, or due to causes beyond blujin's reasonable control. blujin shall use reasonable efforts to provide advance notice in the platform, on the website, or by email of any scheduled service disruption. However, blujin does not warrant that the Subscription Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Subscription Services.

9.3 Professional Service. blujin warrants to Customer that any Professional Services performed by blujin will be of a professional quality and conform to generally prevailing industry standards. Blujin's limited warranty shall expire 30 days after the final SOW milestone. blujin's warranty shall only be effective if Customer notifies blujin of the breach of warranty within 30 days after the final SOW milestone. Blujin's sole and exclusive obligation for breach of warranty shall be, at blujin's option, to use commercially reasonable efforts to re-perform the nonconforming portion of the Professional Services in a manner that conforms with this limited warranty.

9.4 EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND BLUJIN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10. INDEMNITY

10.1 Subject to the terms herein, blujin will defend Customer against any action, proceeding, claim or suit made or brought against Customer by a third party ("Claim") alleging that the Services infringe or misappropriate the Intellectual Property of the third party and will indemnify and hold Customer harmless against the applicable final judgments awarded (or a settlement approved by blujin) against Customer in connection with such Claim. Without limiting the

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foregoing, in the event blujin reasonably believes the Services will be enjoined, blujin may, at its option and expense: (i) procure for Customer the right to continue using the allegedly infringing item, (ii) substitute a functionally equivalent non-infringing replacement for such item, (iii) modify such item to make it non-infringing and functionally equivalent, or (iv) if none of the foregoing options are commercially reasonable then either party may terminate the Agreement and any applicable Sales Orders or SOW. This section states Customer's sole and exclusive remedy with respect to infringement or misappropriation of Intellectual Property.

10.2 The above defense and indemnification obligations by blujin do not apply to a Claim to the extent that arises from (a) compliance with designs, guidelines, plans or specifications provided by Customer; (b) use of the Services by Customer not in accordance with this Agreement; (c) Customer Data; or (d) the combination of the Services with other products, services or materials not provided by or on behalf of blujin (clauses (a) through (d), "Excluded Claims").

10.3 Subject to the terms herein, Customer will defend blujin against any Claim made or brought against blujin by a third party, arising out of any Excluded Claims, and will indemnify blujin against the applicable final judgments awarded (or a settlement approved by Customer) against blujin in connection with such Claim.

10.4 The foregoing defense and indemnification obligations are conditioned on the party seeking indemnification (1) giving prompt written notice to the other party of the Claim, (2) giving the other party sole control for defense and settlement thereof, and (3) giving such assistance and information, as the other party may reasonably require, to defend or settle the Claim.

11. LIMITATION OF LIABILITY

11.1 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION, COST OF SUBSTITUTE SERVICE, IN EACH CASE, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 GENERAL LIABILITY CAP. SUBJECT TO SECTION 11.3 BELOW AND EXCLUDING CUSTOMER'S PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR AN AGGREGATE AMOUNT EXCEEDING THE FEES PAID OR PAYABLE BY CUSTOMER TO BLUJIN UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO LIABILITY.

11.3 EXCLUSION OF DAMAGES; HEIGHTENED LIABILITY CAP. THE LIABILITY LIMITATIONS OF SECTIONS 11.1 AND 11.2 SHALL NOT APPLY TO INDEMNIFICATION OBLIGATIONS, INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY OR ANY VIOLATION OF SERVICE USAGE RESTRICTIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN,

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EITHER PARTY'S AGGREGATE LIABILITY FOR BREACH OF DATA SECURITY AND PRIVACY OBLIGATIONS SHALL NOT EXCEED TWO TIMES (2X) THE FEES PAID OR PAYABLE IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

11.4 THE PARTIES AGREE THAT THE LIMITATIONS OF THIS SECTION ARE A FUNDAMENTAL PART OF THE UNDERLYING ECONOMIC BARGAIN AND REPRESENT A REASONABLE ALLOCATION OF RISK, AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PRICING AND OTHER TERMS WOULD BE SUBSTANTIALLY DIFFERENT.

12. GENERAL PROVISIONS

12.1 Insurance. blujin shall, during the term of this Agreement, maintain in force the following insurance coverage at its own cost and expense: (a) statutory Worker's Compensation and Employer's Liability for all full time W2 employees, as required by state law; (b) Commercial General Liability with coverage limits of a minimum per occurrence combined single limit of \$1,000,000 and a minimum aggregate limit of \$2,000,000; and (c) Professional Liability and Cyber Liability with coverage limits of a minimum per occurrence combined single limit of \$1,000,000 and a minimum aggregate limit of \$2,000,000.

12.2 Severability; Waiver; Entire Agreement. In the event that any provision contained in this Agreement is found by any competent authority to be unlawful, unenforceable or invalid to any extent, that provision, in whole or in part, shall to that extent be limited or severed from the remaining provisions which will otherwise continue to be valid and remain enforceable to the fullest extent permitted by law. This Agreement may be executed in counterparts, each of which so executed will be deemed to be original and such counterparts together will constitute one and the same agreement. This Agreement, including all exhibits and addendums are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by duly authorized representatives of both parties, specifically referencing this Agreement. In the event of a conflict between the terms in the main body of this Agreement and the terms in any Sales Order, Quote, or SOW, the Sales Order, Quote, then the SOW will prevail and control. Preprinted or linked terms in Customer purchase orders or other customer-generated ordering documents have no effect on this Agreement. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. Customer acknowledges and agrees that a third party (including candidates) may elect to create accounts with blujin under applicable agreements, and that nothing contained herein will limit blujin's rights thereunder in relation to such third parties. **Each Sales Order, Quote and SOW will form a part of this Agreement and will be subject to the terms and conditions contained herein.**

12.3 Assignment. Neither party may assign or transfer any of its rights or obligations under this Agreement without the other party's prior written consent, which shall not be unreasonably withheld, except that no consent shall be required for an assignment in whole of this Agreement

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by blujin to a successor of substantially all of its assets or business related to this Agreement, provided that prior written notice is given and that the assignee shall agree in writing to assume all of the assignor's obligations under this Agreement. Any attempted assignment in violation of this Section will be null and void and have no effect. Subject to the foregoing, the Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

12.4 Force Majeure. Neither party shall be liable to the other for any failure or delay in performance of any of the obligations under this Agreement, arising out of any event or circumstance beyond the reasonable control of such party, including war, terrorist act, rebellion, civil commotion, fire, explosion, earthquake, and acts of God.

12.5 Subcontractors. blujin may use the services of subcontractors for performance of the Services under this Agreement, provided that blujin remains responsible for compliance of any such subcontractor with the terms of this Agreement, as well as all applicable laws. blujin will vet such subcontractors' professional skills and data security practices and select appropriate subcontractors to fit the need and timing of the Services to Customer. If the applicable Services require performance of the Services at Customer's premises, prior notice of subcontractor visits to Customer will be required and blujin will remain responsible for compliance with Customer's reasonable safety standards and protocols as provided by Customer to blujin in writing.

12.6 Independent Contractors. The parties are independent contractors. Nothing in this Agreement shall create an agency, partnership, joint venture, or employment relationship and neither party (nor any agent or employee of such party) will make any representations or warranties or incur any liability on behalf of the other.

12.7 Export Law Compliance. Each party will comply with the export laws and regulations of the United States, European Union and other applicable jurisdictions in providing and using the Services. Each party represents that it is not on any U.S. government list of persons or entities with whom U.S. persons are prohibited from transacting; nor owned or controlled by, or acting on behalf of or allowing the use of the Services by, any such persons or entities. Customer shall not permit Authorized Users to access or use any Services a U.S.-embargoed country or in violation of any U.S. export law or regulation.

12.8 Anti-Bribery and Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the other party's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify blujin's legal department at legal@blujin.com

12.9 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of law provisions. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. All disputes under this Agreement shall be resolved in the state of Delaware. The parties consent to the jurisdiction of such courts for the purposes of this Agreement only.

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12.10 Government Terms. blujin provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the terms of this Agreement. If Customer is an agency, department, or other entity of any government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, or any related documentation of any kind, including technical data, software, and manuals, is restricted by the terms of this Agreement. All other use is prohibited and no rights other than those provided in this Agreement are conferred. The Services were developed fully at private expense.

12.11 Notice. Except as otherwise provided in this Agreement, each party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement in writing and addressed to the other party at the applicable address set forth on the first page of this Agreement with attention to the receiving party's Legal Department (or to such other address that the receiving party may designate from time to time in accordance with this section). Each party shall deliver all notices by email, internationally recognized overnight courier (with all fees prepaid), or certified or registered U.S. mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the notice has complied with the requirements of this section. For any notice where Customer is the notifying party, Customer shall also provide a courtesy copy of such notice by email to blujin at legal@blujin.com

The undersigned certify that they have the authority to commit their organization to the terms and conditions detailed in this document and they are doing so upon signing.

Company: blujin, Corp.

Company: _____

Full Name: _____

Full Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

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Exhibit A

Availability and Support

This Availability and Support Exhibit outlines the service level commitments and support provisions for the blujin Resume Explorer Software provided under the Master Subscription Agreement (the "Agreement"). Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

1. Service Availability

The Service will be available as follows:

- **Service Uptime:** The SaaS Software will maintain at least 99% uptime on a monthly basis, excluding scheduled maintenance, emergency maintenance, and events outside the provider's reasonable control (e.g., force majeure events).
- **Scheduled Maintenance:** Scheduled maintenance windows will occur outside of standard Eastern USA business hours, with at least 48 hours prior notice. Maintenance that may impact availability will be communicated via email or a notification within the service dashboard.
- **Emergency Maintenance:** Emergency maintenance may be performed as needed without prior notice in cases of critical incidents. The provider will endeavor to notify customers as soon as practicable.

2. Support Services

- **Support Availability:** Support is available Monday to Friday, 8:00 AM to 6:00 PM US Eastern Time Zone. Critical incidents (as defined below) will be handled 24/7.
- **Support Channels:** Customers may contact support via:
 - Email: support@blujin.com
- **Response Times:** The provider will respond to support requests based on severity as follows or as amended by individual agreements:

Severity Level	Description	Initial Response Time	Target Resolution Time
Critical	Complete system outage or significant data loss	4 hour	4 hours
High	Major functionality not working, no workaround	4 hours	8 hours
Medium	Partial loss of functionality, workaround exists	4 hours	24 hours
Low	Minor issue, no significant impact	1 business day	3 business days

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Exhibit A

Availability and Support

3. Escalation Procedure

If a resolution is not achieved within the target resolution time, the issue may be escalated to the next level of technical expertise or management, based on the severity of the issue.

4. Exclusions

The service availability commitments and support obligations do not apply to downtime or issues caused by:

- Customer's use of the Service in a manner not authorized by the Agreement.
- Failures in third-party services or components not managed by the provider.
- Customer network issues or internet outages.

5. Term of Exhibit

This Exhibit is valid for the duration of the Agreement unless otherwise amended or replaced by mutual written agreement.

Exhibit B

Security Measures for Data Security at Blujin

1. Application Security

Focuses on protecting data within software applications. This includes:

- Implementing secure coding practices to prevent vulnerabilities (e.g., SQL injection, cross-site scripting).
- Regular application security testing like static and dynamic analysis.
- Using encryption techniques to ensure that sensitive data is not exposed in transit or at rest.
- Application logging and monitoring for any unusual activity that might indicate a security breach.

2. Data Security

Data security specifically ensures that customer data is protected through:

- Encryption: Both in transit (using SSL/TLS) and at rest, ensuring unauthorized users cannot read sensitive information.
- Data masking: Hiding specific data within a database to prevent unauthorized access to sensitive information.
- Data classification: Labeling data according to its sensitivity (e.g., public, confidential) and applying appropriate security measures accordingly.
- Backups and disaster recovery: Ensuring that data is regularly backed up and can be recovered in case of system failures or data loss events.

3. Infrastructure Security

Protects the underlying systems that house data, including servers, networks, and physical hardware.

- Firewalls and intrusion detection systems (IDS) help to prevent unauthorized access.
- Network segmentation ensures that access to sensitive data is limited to authorized personnel.
- Routine patching of systems to avoid exploitation of known vulnerabilities.

4. Cloud Infrastructure

For cloud environments, data security measures include:

- Shared responsibility model: Ensuring that both Blujin and the cloud provider take joint responsibility for securing the cloud infrastructure.
- Encryption of cloud data: Securing both in-transit and at-rest data on cloud platforms.
- Access management policies to control and monitor who can access the cloud environment and the sensitive data stored there.

Exhibit B

Security Measures for Data Security at Blujin

5. Identity & Access Control

Ensures that only authorized individuals have access to the systems and data.

- Multi-factor authentication (MFA) adds an additional layer of security to access.
- Role-based access control (RBAC): Ensures that employees have access only to the data and systems required for their roles.
- Access logging: Keeping track of who accesses data and when, enabling audits to detect unauthorized access attempts.

6. Vendor Management

Involves ensuring that third-party vendors comply with security standards to protect data.

- Due diligence assessments to ensure that vendors have robust data protection mechanisms.
- Contracts with data protection clauses to ensure vendors are legally obligated to protect customer data.

7. Business Operations

This domain encompasses ensuring that operational processes are aligned with security best practices.

- Data handling protocols to ensure secure data storage and transmission within the company's operations.
- Business continuity plans ensuring that sensitive data remains protected even during disruptions or emergencies.

8. People

Human factors play a critical role in data security.

- Security training: Regular training for employees to help them recognize phishing attacks and other social engineering threats.
- Insider threat protection: Monitoring for unusual activities that could indicate a compromised employee account or malicious insider behavior.
- Employee background checks to ensure trusted individuals have access to sensitive data.