

EVY COMPANY SERVICE AGREEMENT

This Evy Company Service Agreement (the “**Agreement**”) governs Customer’s access to and use of all services provided by Prepify AI on or through the Evy platform, including the website located at evy.io and all related services, features, and applications (collectively, the “**Website and Services**”). **By registering for an account, accessing the Services, or clicking “I Agree,” Customer acknowledges that it has read, understood, and agrees to be bound by this Agreement and our Privacy Policy. If Customer does not agree, Customer may not use the Services.**

Parties

As used herein, “**Prepify AI**” is Prepify AI, LLC, a limited liability company organized under the laws of the State of Delaware, having a principal place of business in Plano, Texas.

Prepify AI is in the business of developing technology for AI-powered candidate screening and interviewing (the “**Business**”) and provides access to the technology and related services on or through the Website and Services, including the Evy platform (the “**Services**”).

“**Customer**,” “**you**,” and all applicable forms refers to the company, organization, or entity that registers for, accesses, or uses any Services. By registering, accessing, or using any Services, Customer represents and warrants that it has identified itself truly, accurately, and completely, and that the individual accepting this Agreement has the authority to bind Customer to these terms.

Consideration

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Prepify AI and Customer (each a “**Party**” and collectively the “**Parties**”) agree to the following terms.

Terms

Description of Services

Evy is an AI-powered candidate screening and interviewing platform operated by Prepify AI. The Services include, without limitation:

- (a) **Company Portal.** A web-based portal (evy.io) for managing positions, interview templates, candidates, rankings, analytics, email templates, and team access;
- (b) **AI Interviewer.** An AI-powered interviewer (“Evy”) that conducts voice-based interviews with candidates, asks questions, and engages in natural conversation with dynamic follow-ups;
- (c) **Candidate Portal.** A web-based portal (interview.evy.io) where candidates upload resumes, complete technical checks, and participate in AI-powered interviews;

- (d) **AI Scoring.** Automated evaluation of candidate interviews across multiple dimensions, including technical knowledge, communication, teamwork, and leadership;
- (e) **Match Scoring.** AI-generated analysis of candidate-to-position fit;
- (f) **Resume Parsing.** AI-powered extraction of structured data from candidate resumes;
- (g) **Integrity Monitoring (demo stage).** Eye tracking, blink detection, and AI behavioral analysis to monitor interview integrity;
- (h) **Video Recording Storage.** Secure cloud storage of interview video and audio recordings;
- (i) **Email & Invitation System.** Automated or manual interview invitations with tracking and delivery confirmation; and
- (j) **Analytics & Reporting.** Dashboards, funnel visualization, completion rates, and performance metrics.

Scope of Services

Prepify AI grants Customer a limited, revocable, and non-exclusive right to access the Services through the Website and Services, subject to and conditioned on compliance with the terms of this Agreement.

Account Registration and Access

Registration

Customer must provide accurate and complete company and contact information during registration. Customer agrees to keep this information current throughout the term of this Agreement.

Account Administration

Customer shall designate one or more account administrators who are responsible for managing access to the Services within Customer's organization.

Role-Based Access

The Services support the following user roles within Customer's organization:

- (a) **Admin:** Full access to all platform features, settings, and data;
- (b) **Manager:** Manage positions, interviews, and candidates within assigned departments;
- (c) **Recruiter:** Manage candidates and interviews with limited access to settings; and
- (d) **Viewer:** Read-only access to data and reports.

Customer is solely responsible for assigning appropriate roles and managing user access within its organization.

Credential Security

Prepify AI shall provide Customer with means to verify Customer's identity and authorization to access and use the Services ("**Access Credentials**"). Access Credentials may include usernames, identification numbers, passwords, licenses or security keys, security tokens, PINs,

or other security code, method, technology, or device, which may be used alone or in combination, to verify Customer's identity and authorization to access and use the Services.

Customer is responsible for maintaining the confidentiality of all Access Credentials associated with its account. Customer must immediately notify Prepify AI of any unauthorized access or use of its account. Prepify AI is not liable for any loss or damage arising from unauthorized access due to Customer's failure to protect its Access Credentials.

Contract Period

Prepify AI shall provide the Services on a subscription basis, and Customer shall purchase the Services for a period published by Prepify AI on the Website from time to time (the "**Subscription Period**").

This Agreement shall commence on the date that Customer first registers, accesses, or uses any Services (the "**Effective Date**") and end at the end of the Subscription Period (the "**Initial Period**"), unless renewed or terminated earlier pursuant to the express conditions below.

This Agreement shall automatically renew for successive periods equal to the Initial Period (each a "**Renewal Period**" and collectively with the Initial Period the "**Contract Period**"), unless either Party provides advance written notice of cancellation to the other Party at least thirty (30) days prior to the end of the Initial Period or Renewal Period.

Subscription and Payment

Pilot Programs

Prepify AI may offer Customer a time-limited evaluation period ("**Pilot Program**") to assess the Services before committing to an annual subscription. The following terms apply to all Pilot Programs:

- (a) **Pilot Terms.** The duration, pricing, included features, and any success criteria for a Pilot Program are specified in the applicable Pilot Order Form executed by both Parties.
- (b) **Pilot Services.** During a Pilot Program, Services are provided "AS IS" without service level commitments or uptime guarantees. Prepify AI will provide reasonable implementation support as specified in the Pilot Order Form.
- (c) **Satisfaction and Conversion.** If the Pilot Order Form includes satisfaction criteria, Customer shall evaluate the Services in good faith against those criteria. If Customer does not provide written notice of cancellation to Prepify AI by the Pilot Program end date, the Pilot Program is deemed successful and Customer is deemed satisfied. Upon deemed satisfaction, any fees specified in the Pilot Order Form become due and payable.
- (d) **Pilot-to-Annual Conversion.** If Customer wishes to continue using the Services after a Pilot Program, the Parties shall execute an Annual Order Form specifying the subscription tier, pricing, billing frequency, and any additional terms. Pilot fees may be credited toward the first annual billing cycle as specified in the applicable Pilot Order Form.

- (e) **Wind-Down.** If Customer declines to convert to an annual subscription, Customer may export its Customer Data within thirty (30) days of the Pilot Program end date. After this period, Customer's access to the Services terminates. Candidate data is retained in accordance with the Privacy Policy.

Subscription Tiers

The Services are offered under multiple subscription tiers as published on the Evy website or as agreed upon in a separate order form or statement of work between the Parties.

Fees

Customer shall pay fees to Prepify AI for the Services (the "**Fees**") at the rates published by Prepify AI on the Website from time to time, or as set forth in an applicable order form. Fees are quoted and payable in United States Dollars (USD). Fees are billed at the beginning of each subscription period unless otherwise specified in a separate order form.

Payment

Payments are due and payable in United States Dollars on or before the first day of the Initial Period and any Renewal Period (the "**Payment Due Date**"). Customer shall provide Prepify AI with a payment method acceptable to Prepify AI (the "**Payment Method**") at least seven (7) days before the Payment Due Date, and Prepify AI shall debit from or charge the Payment Method for any Fees due on or after the Payment Due Date. If for any reason such payment is declined or otherwise fails, any outstanding Fees shall be subject to a late fee of Twenty-Five Dollars (\$25.00) plus interest charged at the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law. Customer must notify Prepify AI within seven (7) days of the Payment Due Date if Customer disputes any payment due.

Taxes

Customer must pay all federal, state, and local sales, use, value added, excise, or other taxes, fees, or duties ("**Taxes**") arising out of this Agreement or the transactions contemplated by this Agreement, other than taxes based on net income of Prepify AI.

No Refunds

Fees are non-refundable except as expressly set forth in this Agreement. No refunds will be issued for partial subscription periods, unused interviews, or early cancellation.

Order Forms

The Parties may enter into separate order forms or statements of work that supplement this Agreement with specific pricing, volume commitments, custom terms, or service level commitments. In the event of a conflict between an order form and this Agreement, the order form shall control.

Change Orders and Scope Modifications

Any changes to the services, scope, pricing, interview volume, or other terms specified in an executed order form or statement of work must be documented through a written change order or amendment agreed to by both Parties. Either Party may request a change to an existing order

form by submitting a written change request. No change to an order form is effective until a written change order is executed by both Parties.

Customer Responsibilities

Candidate Notification

Customer shall ensure that candidates are informed, prior to participating in an interview, that:

- (a) the interview is conducted by an AI interviewer, not a human;
- (b) the interview is recorded in both video and audio format; and
- (c) integrity monitoring (including eye tracking and behavioral analysis) is active during the interview.

Candidate Consent

Prepify AI provides candidate-facing Terms of Use and a Privacy Policy. Candidates must agree to these terms before starting an interview. Customer is responsible for obtaining any additional consents required by applicable law in Customer's jurisdiction or industry, beyond those provided by Prepify AI.

Legal Compliance

Customer shall use the Services in compliance with all applicable laws, regulations, and industry standards, including but not limited to:

- (a) employment and labor laws;
- (b) anti-discrimination and equal opportunity laws;
- (c) data protection and privacy laws applicable to Customer's jurisdiction; and
- (d) any industry-specific regulations governing hiring practices.

Responsible Use of AI Evaluations

Customer acknowledges that AI-generated scores, assessments, and analyses are automated evaluations and should be used as one input in hiring decisions, not as the sole determinant. Customer agrees not to use AI scores as the sole basis for rejecting, disqualifying, or making adverse employment decisions about any candidate.

Accurate Content

Customer shall provide accurate and complete position descriptions, interview templates, scoring criteria, and other content used in the Services.

General Obligations

Customer shall at all times during the Contract Period:

- (a) set up, maintain, and operate in good repair and in accordance with the Specifications all Customer Systems on or through which the Services are accessed or used;

(b) provide all cooperation and assistance as Prepify AI may reasonably request to enable Prepify AI to exercise its rights and perform its obligations under and in connection with this Agreement; and

(c) comply with all Service Policies.

Customer shall protect against any unauthorized disclosure of Access Credentials or access to or use of the Services. If Customer becomes aware of any actual or threatened activity prohibited by this Agreement, Customer shall immediately: (a) take all reasonable and lawful measures within Customer's control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Materials and permanently erasing and destroying any data to which Customer has gained unauthorized access); and (b) notify Prepify AI of any such actual or threatened activity.

Prepify AI is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of Customer's obligations under this Agreement (each, a "**Customer Failure**").

Authorized Use

Customer may use the Services during the Contract Period solely for Customer's internal business purposes related to candidate screening, interviewing, and hiring ("**Authorized Use**").

Third Party Materials

Customer acknowledges that the Services may incorporate or integrate technology and content that is provided by Third Parties ("**Third-Party Materials**"), including, without limitation, open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services; and that Prepify AI may from time to time in its discretion engage Third Parties to perform Services. As used herein, "**Third Party**" means any individual or association recognized by law, including without limitation, a corporation, partnership, joint venture, limited liability company, government authority, or trust, that is not a Party to this Agreement.

Prepify AI Control

Except as otherwise expressly provided in this Agreement, as between the Parties, Prepify AI has and will retain sole control over the operation, maintenance, and management of, and all access to and use of:

(a) the Website and Services and all other software, hardware, content, networks, and information technology infrastructure used by or on behalf of Prepify AI in providing the Services ("**Prepify AI Systems**"), except for Third-Party Materials;

(b) all data, content, and information used by or on behalf of Prepify AI in providing the Services;

(c) the integration of Prepify AI Systems with Third-Party Materials;

- (d) any manuals, instructions, or other documents or materials that Prepify AI provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Website and Services or the Services, including any aspect of the configuration, integration, operation, and use thereof (collectively, the “**Service Documentation**”);
- (e) any specifications for Prepify AI Systems that Prepify AI provides or makes available to Customer in any form or medium (“**Specifications**”);
- (f) any manuals, instructions, or other documents or materials that Prepify AI provides or makes available to Customer in any form or medium and that describe the functionality, components, features, or requirements of Prepify AI Systems (“**System Documentation**”);
- (g) any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Prepify AI in connection with the Services or otherwise comprise or relate to the Services or Prepify AI Systems (“**Ancillary Documentation**”) (collectively with the Service Documentation, Specifications, and System Documentation, the “**Documentation**”); and
- (h) any and all other information, data, documents, materials, works, content, devices, methods, processes, hardware, software, and other technologies, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Prepify AI in connection with the Services or otherwise comprise or relate to the Services or Prepify AI Systems (collectively with the Documentation and Prepify AI Systems, the “**Prepify AI Materials**”).

Service Policies

Prepify AI may from time to time publish or deliver policies to Customer concerning the use of the Services that Prepify AI deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Services, or (ii) the integrity, security, efficiency, or performance of the Services and Prepify AI Systems; or (b) to comply with applicable law (“**Service Policies**”).

Customer Control

Except as otherwise provided in this Agreement, Customer is responsible for the operation, maintenance, and management of, and all access to and use of:

- (a) all software, hardware, content, networks, and information technology infrastructure used by Customer to access the Services (“**Customer Systems**”);
- (b) information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Customer by or through the Services (“**Customer Data**”);
- (c) results obtained from any use of the Services or Prepify AI Materials; and
- (d) conclusions, decisions, or actions based on use of the Services or Prepify AI Materials.

Data Ownership and Processing

Customer Data

Customer owns all data and content created by Customer within the Services, including company information, position descriptions, interview templates, scoring criteria, and email templates (“**Customer Data**”). Prepify AI processes Customer Data solely to provide the Services.

Candidate Data

Candidate data — including personal information, resumes, interview recordings, transcripts, and scores — is managed by Prepify AI on behalf of Customer. Customer has access to Candidate data only for positions within Customer’s account.

Multi-Tenant Data Isolation

Customer’s data is logically separated from all other customers’ data within the Services. No customer can access another customer’s candidates, interviews, analytics, or other data. Prepify AI implements role-based access controls and tenant isolation to ensure the confidentiality and separation of Customer data.

Service Changes

Prepify AI reserves the right, in its sole discretion, to make any changes to the Services and Prepify AI Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services’ cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either Party may, at any time during the Contract Period, request in writing changes to the Services. No requested changes will be effective unless and until memorialized in a written change order signed by both Parties. For clarity, platform feature updates, enhancements, and modifications to the Services are not subject to the change order process and may be implemented by Prepify AI at any time upon reasonable advance notice for material changes.

Suspension or Termination of Services

Prepify AI may, directly or indirectly, and by use of any software, hardware, or other technology, device, or means (including any back door, time bomb, time out, drop dead device, or software routine) designed or configured to disable access to or use of the Services (automatically with the passage of time or under the positive control of Prepify AI or its designee), or any other lawful means, suspend, terminate, or otherwise deny Customer’s access to or use of all or any part of the Services or Prepify AI Materials, without incurring any resulting obligation or liability, if: (a) Prepify AI receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Prepify AI to do so; or (b) Prepify AI believes, in its sole discretion, that: (i) Customer has failed to comply with any term or condition of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement of the Specifications; (ii) Customer is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities; or (iii) this Agreement is terminated. This

Section does not limit any of Prepify AI's other rights or remedies, whether at law, in equity, or under this Agreement.

Intellectual Property Rights

Generally

For purposes of this Agreement, "**Intellectual Property**" means any form of discovery, process, machine, article of manufacture, composition of matter, work of authorship, indicia of source, goodwill, knowledge, technology, data, compilation of information, domain name, social media identifier, or other intangible property, and "**Intellectual Property Rights**" means any registered or unregistered rights to Intellectual Property granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, database protection, or other laws, and all similar or equivalent rights or forms of protection, in any part of the world for Intellectual Property.

Prepify AI Property

As between the Parties, and excluding any Third-Party Materials, Prepify AI is and will remain the sole and exclusive owner of all right, title, and interest in and to the Services, Prepify AI Materials, and all other Intellectual Property and materials, including the Evy platform, all AI models, scoring algorithms, software, architecture, designs, user interfaces, information, documents, data, know-how, ideas, methodologies, specifications, content, and technology, in any form or media, that is, has been, or will be directly or indirectly provided or made available to Customer by or on behalf of Prepify AI in connection with this Agreement ("**Prepify AI Property**"), including all Intellectual Property Rights therein. Nothing in this Agreement grants Customer any ownership interest in the Services or Prepify AI's Intellectual Property.

Customer Property

As between the Parties, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to Customer Data and all other Intellectual Property provided or made available to Prepify AI by or on Customer's behalf in connection with this Agreement (collectively, with Customer Data, "**Customer Property**"), including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in this Section.

Customer hereby irrevocably grants all such rights and permissions in or relating to all Customer Property as are necessary or useful to Prepify AI to enforce this Agreement and exercise the rights and perform the obligations of Prepify AI hereunder.

License Grant

Subject to the terms of this Agreement, Prepify AI grants Customer a limited, non-exclusive, non-transferable, revocable license to access and use the Services and Documentation during the Contract Period for Customer's internal business purposes.

Resultant Data

Prepify AI is and will remain the sole and exclusive owner of all right, title, and interest in and to all data and information related to Customer's use of the Services, including the right to compile statistical and performance information related to Customer Data and the provision

and operation of the Services, and any information, data, or other content derived from Customer Data or Prepify AI's monitoring of Customer's access to or use of the Services (collectively, "**Resultant Data**"). Resultant Data includes, without limitation, AI-generated scores, assessments, analytics, insights, integrity reports, match scores, resume analyses, and derived data.

Resultant Data may include recordings of interactions with the Services. Customer hereby acknowledges and agrees that **Prepify AI may record candidate image, voice, and other biometric data through the Services**, and that Prepify AI may use such recordings and other Resultant Data for any lawful business purpose, including:

- (a) improving, training, and developing Prepify AI's AI models, algorithms, and Services;
- (b) providing services to other users of the platform;
- (c) developing new features and services;
- (d) generating analytics, insights, benchmarks, and reports; and
- (e) operating and growing Prepify AI's business.

When Resultant Data is used for purposes beyond providing Services to Customer (such as AI model training or developing new features), such data will be anonymized or aggregated so that it cannot reasonably be used to identify individual candidates or Customer. In furtherance of the foregoing, Customer irrevocably grants all such rights and permissions in or relating to Customer Data and Resultant Data as are necessary or useful to Prepify AI to exercise the rights to use Resultant Data derived from Customer Data.

Feedback

Customer may use any information or materials suggesting or recommending changes to the Services or Prepify AI Materials, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**") transmitted to Prepify AI by mail, email, telephone, or otherwise, or through the Services, and Prepify AI may use any Feedback without any attribution or compensation to Customer or any Third Party. All Feedback is and will be treated as non-confidential. Customer hereby assigns to Prepify AI all right, title, and interest in, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although Prepify AI has no obligation to acknowledge receipt of or use any Feedback.

Reservations and Exclusions

Customer has no right, license, or authorization with respect to any Prepify AI Property or Third-Party Materials except as expressly set forth in this Agreement or any applicable third-party license. All other rights in and to Prepify AI Property are expressly reserved by Prepify AI.

Without limitation on any of the foregoing limitations, nothing in this Agreement grants Customer the right to use Prepify AI's trademarks, service marks, trade names, logos, domain

names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of Prepify AI.

Use Restrictions

Customer shall not, and shall not permit any Third Party to, access or use the Services or Prepify AI Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, any applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- (a) copy, modify, or create derivative works or improvements of the Services or Prepify AI Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Prepify AI Materials to any Third Party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Prepify AI Materials, in whole or in part;
- (d) bypass or breach any security device or protection used by the Services or access or use the Services or Prepify AI Materials other than through the use of then-valid Access Credentials provided by Prepify AI to Customer;
- (e) input, upload, transmit, or otherwise provide to or through the Services or Prepify AI Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code (“**Harmful Code**”);
- (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Prepify AI Systems, or Prepify AI’s provision of services to any Third Party, in whole or in part;
- (g) remove, delete, alter, or obscure any Specifications, Documentation, license agreements, warranties, or disclaimers, or any copyright, trademark, patent, or other proprietary rights notices from any Services or Prepify AI Materials, including any copy thereof;
- (h) access or use the Services or Prepify AI Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any Third Party, or that violates any applicable law;
- (i) access or use the Services or Prepify AI Materials for purposes of competitive analysis of the Services or Prepify AI Materials, the development, provision, or use of a competing software service or product, or any other purpose that is to Prepify AI’s detriment or commercial disadvantage;
- (j) access or use the Services or Prepify AI Materials in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other

use or application in which the use or failure of the Services could lead to personal injury or severe physical or property damage; or

- (k) otherwise access or use the Services or Prepify AI Materials beyond the scope of the authorization granted under this Agreement.

Confidentiality

Definition

“**Confidential Information**” means any non-public information disclosed by one Party (“**Discloser**”) to the other Party (“**Recipient**”), whether orally, in writing, or by any other means, that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. Confidential Information includes, without limitation: business plans, pricing, technology, product roadmaps, candidate data, customer lists, financial information, and proprietary methods.

Obligations

The Recipient agrees to:

- (a) use Confidential Information only as necessary to fulfill its obligations under this Agreement;
- (b) protect Confidential Information with at least the same degree of care used to protect its own confidential information, but no less than reasonable care; and
- (c) not disclose Confidential Information to any Third Party without the Discloser’s prior written consent, except to employees, contractors, or agents who need to know and are bound by confidentiality obligations at least as protective as this Section.

Exceptions

Confidential Information does not include information that:

- (a) is or becomes publicly available without breach of this Agreement;
- (b) was known to the Recipient prior to disclosure without restriction;
- (c) is independently developed by the Recipient without use of or reference to the Discloser’s Confidential Information; or
- (d) is lawfully received from a Third Party without restriction on disclosure.

Required Disclosures

The Recipient may disclose Confidential Information if required by law, regulation, or court order, provided that the Recipient gives the Discloser prompt written notice (where legally permitted) and cooperates with the Discloser’s efforts to seek protective treatment.

Survival of Confidentiality

The obligations under this Section survive termination of this Agreement for a period of three (3) years.

Scheduled Downtime

Customer acknowledges and agrees that Prepify AI may periodically disable or otherwise make the Services unavailable for purposes of maintaining the Services or the Website. Prepify AI will use commercially reasonable efforts to: (a) schedule downtime for routine maintenance of the Services to minimize disruptions to the Services; and (b) give at least twenty-four (24) hours prior notice of all scheduled outages of the Services.

Duty of Compliance

Customer agrees to comply with and abide by all laws, treaties, and regulations relating to the Services, including, but not limited to, all export control laws and laws for the protection of Intellectual Property and data.

Representations and Warranties

Mutual Representations and Warranties

Each of the Parties represents and warrants to the other Party that:

- (a) all action that is necessary for the authorization, execution, delivery, and performance of all the obligations of the Party under this Agreement has been taken;
- (b) this Agreement constitutes the entire understanding between the Parties concerning the Services, and supersedes all prior agreements and negotiations, whether oral or written, concerning the subject matter of this Agreement;
- (c) there are no other agreements between the Parties concerning the subject matter hereof, except as set forth in this Agreement; and
- (d) this Agreement is a valid and legally binding obligation of the Parties, enforceable in accordance with its terms.

Prepify AI Warranties

Prepify AI warrants that:

- (a) the Services will perform materially in accordance with the applicable Documentation during the Subscription Period; and
- (b) Prepify AI will implement reasonable administrative, technical, and physical security measures to protect Customer Data.

Customer Representations and Warranties

Customer additionally represents and warrants to Prepify AI that:

- (a) all information that Customer has provided or will provide to Prepify AI related to Customer's identity is correct and complete;
- (b) Customer has all the requisite authority and legal capacity to enter into this Agreement and to carry out and perform Customer's obligations under the terms of this Agreement;
- (c) Customer is not a national or resident of, or located in or under the control of, any country subject to an embargo of goods by the United States;

- (d) Customer is not on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Deny Orders;
- (e) Customer owns or otherwise has and will have the necessary rights and consents in and relating to Customer Data so that, as received by Prepify AI and processed by or through the Services, the use, storage, or processing of Customer Data in accordance with this Agreement will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any Third Party or violate any applicable law;
- (f) Customer’s use of the Services will not infringe, misappropriate, or otherwise violate any privacy or other rights of any Third Party or violate any applicable law;
- (g) Customer has the authority to process Candidate data in connection with its use of the Services; and
- (h) all information provided during registration and throughout use of the Services is accurate and current.

AI Accuracy Disclaimer

AI-GENERATED SCORES, ASSESSMENTS, ANALYSES, MATCH SCORES, INTEGRITY REPORTS, AND OTHER AUTOMATED EVALUATIONS ARE PROVIDED AS TOOLS TO ASSIST IN THE HIRING PROCESS. THEY ARE NOT GUARANTEED TO BE ACCURATE, COMPLETE, OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT AI EVALUATION SHOULD BE USED AS ONE INPUT IN HIRING DECISIONS AND NOT AS THE SOLE DETERMINANT OF ANY CANDIDATE’S QUALIFICATIONS OR SUITABILITY.

DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, PREPIFY AI MATERIALS, AND ANY OTHER DELIVERABLES ARE PROVIDED “AS-IS” WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PREPIFY AI DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM CONDUCT OR COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

WITHOUT LIMITING THE FOREGOING, PREPIFY AI MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR PREPIFY AI MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED “AS IS” AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

Termination

This Agreement shall terminate automatically at the end of the Contract Period.

Mutual Rights to Terminate

Either of the Parties, as applicable, shall have the right, in addition, and without prejudice to any other rights or remedies, to terminate this Agreement:

- (a) at any time and from time to time, with or without cause, on prior written notice to the other Party of not less than thirty (30) days;
- (b) on written notice to the other Party, for a material breach of any representation, warranty, covenant, or other terms of this Agreement (a “**Breach**”) by the other Party, and such Breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured fifteen (15) days after written notice of such Breach; or
- (c) immediately upon written notice, if: (i) all or a substantial portion of the assets of another Party are transferred to an assignee for the benefit of creditors, to a receiver, or to a trustee in bankruptcy; (ii) a proceeding is commenced by or against the other Party for relief under bankruptcy or similar laws and such proceeding is not dismissed within thirty (30) days; or (iii) the other Party is adjudged bankrupt.

Prepify AI’s Rights to Terminate

In addition to any other express termination right set forth elsewhere in this Agreement, Prepify AI may terminate this Agreement:

- (a) immediately upon notice to Customer, for any Breach related to Use Restrictions or Confidentiality; or
- (b) upon seven (7) days written notice if Customer fails to pay any amount due to Prepify AI under this Agreement (“**Failure to Pay**”).

Rights and Obligations on Termination

Upon termination of this Agreement for any reason, except as expressly otherwise provided in this Agreement:

- (a) Customer shall promptly pay Fees for all Services provided on or before the date of termination;
- (b) except for Prepify AI’s rights in and to Customer Data, all rights, licenses, consents, and authorizations granted by either Party to the other hereunder will immediately terminate;
- (c) Customer shall immediately cease all use of any Services and Prepify AI Materials and (i) promptly return to Prepify AI, or at Prepify AI’s written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any Prepify AI Materials; (ii) permanently erase all Prepify AI Materials from all Customer Systems; and (iii) upon Prepify AI’s written request, certify to Prepify AI in a signed written instrument that it has complied with the requirements of this paragraph;

- (d) if Customer continues to access or use the Services after the date of termination, then the terms of this Agreement shall continue to apply until Customer ceases to access or use the Services;
- (e) Prepify AI may disable all Customer access to the Services and to Prepify AI Systems; and
- (f) if Prepify AI terminates this Agreement for Failure to Pay or a Breach, all Fees that would have become payable had the Agreement remained in effect until termination of the Contract Period will become immediately due and payable, and Customer shall pay such Fees, together with all previously-accrued but not yet paid Fees, on receipt of Prepify AI's invoice therefor.

Data After Termination

Customer Data Export. Customer may request export of its Customer Data (position descriptions, interview templates, candidate lists, and related content) within thirty (30) days of termination. After this period, Prepify AI may delete Customer Data.

Candidate Data. Candidate interview data (recordings, transcripts, scores, resumes, and related data) remains in Prepify AI's system after Customer termination. Customer loses access to this data. Candidates may independently request deletion of their data per the Privacy Policy.

Resultant Data. Prepify AI retains all Resultant Data in accordance with the data ownership provisions of this Agreement.

Residual Materials. Notwithstanding anything to the contrary in this Agreement, with respect to information and materials in Prepify AI's possession or control at termination of this Agreement, including Customer Data (collectively "**Residual Materials**"): (i) Prepify AI may retain such Residual Materials in its then current state and solely to the extent and for so long as required by applicable law; and (ii) Prepify AI may also retain such Residual Materials in its backups, archives, and disaster recovery systems until such Residual Materials are deleted in the ordinary course.

Indemnification

Customer Indemnification

Customer shall defend, indemnify and hold harmless Prepify AI from and against all losses, damages, deficiencies, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (each a "**Loss**") arising or resulting from any claim, allegation, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise by a Third Party (each a "**Claim**"), if such Loss results from or in connection with, directly or indirectly, wholly or partially:

- (a) any Breach by Customer;

- (b) any negligent, grossly negligent or intentional tortious act or omission by Customer in performing Customer's obligations under this Agreement;
- (c) Customer's use of the Services, including hiring decisions made using information provided through the Services;
- (d) Customer's failure to obtain required consents from candidates beyond those provided by the Prepify AI platform;
- (e) Customer's violation of applicable employment, anti-discrimination, or data protection laws; or
- (f) Customer Data or any content provided by Customer through the Services.

Customer shall be relieved of any obligation to indemnify, defend, or hold harmless Prepify AI to the extent that such obligation violates any law, but only to the extent necessary to avoid such violation of law.

Prepify AI Indemnification

Prepify AI will defend, indemnify, and hold harmless Customer from and against any third-party Claims, Losses, and expenses (including reasonable attorneys' fees) arising from allegations that Customer's authorized use of the Services infringes a third party's Intellectual Property Rights. This obligation does not apply if the Claim arises from: (a) Customer's modification of the Services; (b) Customer's use of the Services in combination with products or services not provided by Prepify AI; or (c) Customer's use of the Services in violation of this Agreement.

Remedies

Breach of Warranty

Notwithstanding any disclaimer of all warranties, if Customer prevails in any claim of a breach of an enforceable warranty by Prepify AI (a "**Warranty Breach**"), Customer's exclusive remedy shall be for Prepify AI to promptly cure the Warranty Breach. If Prepify AI is unable to cure the Warranty Breach within ninety (90) days of notification of the Warranty Breach, Customer's sole remedy is to terminate this Agreement, at which time Prepify AI shall refund any and all Fees paid by Customer pursuant to this Agreement within the ninety (90) day period before Customer notified Prepify AI of the Warranty Breach.

Attorney Fees

If any Party to this Agreement shall commence any suit or action to interpret or enforce this Agreement, the prevailing Party in such action shall recover that Party's costs and expenses incurred in connection with the suit or action, including attorney fees and costs of appeal, if any.

Limitations of Remedies

Exclusion of Certain Damages

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL,

CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, DATA, BUSINESS, OR ANTICIPATED SAVINGS, RELATED TO THE SERVICES OR ANY PREPIFY AI MATERIALS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO INABILITY TO OPERATE OR ACCESS SYSTEMS OR INFORMATION, OR USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Limitation on Monetary Damages

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO PREPIFY AI DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

IF THERE IS NO FEE HISTORY FOR A CLAIM, CUSTOMER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE AGGREGATE LIABILITY OF PREPIFY AI FOR ANY DAMAGES OR INJURIES SUFFERED BY CUSTOMER, WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, CLAIM OF NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO PREPIFY AI PURSUANT TO THIS AGREEMENT IN THE PERIOD OF NINETY (90) DAYS PRIOR TO THE CLAIM.

Exceptions to Limitations

The limitations in this Section do not apply to:

- (a) liability arising from gross negligence or willful misconduct;
- (b) breach of confidentiality obligations;
- (c) either Party's indemnification obligations; or
- (d) Customer's obligation to pay Fees.

Limit on Action

To the extent permissible by law, no action arising out of or in connection with this Agreement or the transactions contemplated by the Agreement may be brought by either of the Parties against the other more than two (2) years after the action accrues.

Relationship

In connection with this Agreement, each of the Parties is an independent contractor and as such will not have any authority to bind or commit the other. Nothing in this Agreement shall be deemed or construed to create an exclusive relationship or a joint venture, partnership, agency, or employment relationship between the Parties for any purpose.

Notices

Any notices to be given to Prepify AI under this Agreement shall be by e-mail addressed to notifications@evy.io. If Customer provides an email address upon registration for the Services, then any notices to be given to Customer under this Agreement shall be by e-mail to such address. If Customer does not provide an email address upon registration for the Services, then any notices to be given to Customer under this Agreement shall be by any commercially reasonable means. Any changes to the Parties' addresses shall be upon notice to the other Party delivered in the manner set forth in this paragraph.

Amendments

No alteration, modification, amendment, or other change of this Agreement shall be binding on the Parties unless in writing, approved, and signed by the Parties, or posted by Prepify AI as updated terms to the Services (for non-negotiated terms).

Assignment

Neither this Agreement, nor any rights, benefits, or obligations under it, may be assigned by any Party to this Agreement without the prior express written consent of the other Party, except that Prepify AI may assign this Agreement, including its rights, benefits, and obligations under this Agreement, in connection with a merger, consolidation, acquisition, or sale of all or substantially all of its assets without Customer's consent.

Binding Effect

Subject to the foregoing paragraph, this Agreement shall inure to the benefit of and be binding upon all the Parties to this Agreement and their respective executors, administrators, successors, and permitted assigns.

Judicial Reformation & Severability

If any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such terms shall be reformed to render such term or terms valid, legal, and enforceable, but only to the extent necessary to render such term or terms valid, legal, and enforceable. The remaining terms shall not be reformed, and the validity, legality, and enforceability of the remaining terms shall not be affected.

Interpretation

Generally

This Agreement shall be construed and interpreted in accordance with the plain meaning of its language as a whole and giving effect to all terms. Headings contained in this Agreement are for organizational and reference purposes only. A reference to a heading of any section, paragraph, or other denominated content herein, whether by number, text, or both, shall be treated as a cross-reference to such section, paragraph, or other denominated content and shall not otherwise affect the meaning or interpretation of this Agreement.

Defined Words

For purposes of this Agreement, certain words are expressly defined in context. Such words (along with their related word forms) shall be interpreted in accordance with such express definitions.

Survival

All warranties, representations, confidentiality obligations, and indemnification obligations shall survive the termination of this Agreement. The Parties' respective obligations to pay any sums owed to the other under the terms of this Agreement will survive any termination of the Agreement.

Waivers

No waiver by a Party of any of the terms hereof shall be effective unless explicitly set forth in writing and signed by such Party. No waiver by a Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Force Majeure

Except for the obligation to pay money, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its objectively reasonable control, including without limitation, an act of nature or a Third Party beyond a Party's objectively reasonable control. Acts of nature shall include, without limitation, pandemic, earthquake, and extreme weather events. Acts of a Third Party shall include, without limitation, acts of government, war, terrorism, sabotage, theft, embargo, and riot. Other causes shall include labor shortages or disputes, Internet service disruptions, and attack, disruption, or failure of infrastructure beyond a Party's reasonable control. A Party claiming failure or delay under this paragraph shall give the other Party notice of such cause and shall use its reasonable commercial efforts to correct such failure or delay in performance. This exception does not apply to Customer's obligation to pay Fees.

Governing Law

This Agreement shall be governed by and construed in solely in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Texas. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

Venue

All disputes arising out of or related to this Agreement shall be brought in and are subject to the exclusive jurisdiction and venue of the state and federal courts located in Collin County,

Texas. The Parties irrevocably and unconditionally consent to the exclusive jurisdiction and venue of those courts.

No Third-Party Benefit

Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a Party to this Agreement.

Counterparts

This Agreement may be executed in two or more counterparts, which shall together constitute one and the same Agreement.

Electronic Signatures

The Parties agree that this Agreement may be signed by any means of signature, including electronic signatures or acknowledgement through software or other electronic means.

Integration

This Agreement, together with the Privacy Policy, any order forms, and any documents incorporated by reference, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

In the event of any conflict between the terms of this Agreement and the Privacy Policy, the terms of this Agreement will govern the provision of the Services, but only to the extent necessary to avoid the conflict. In the event of a conflict between an order form and this Agreement, the order form shall control.

Contact Us

If you have questions about this Agreement, please contact us:

Prepify AI, LLC

Plano, Texas

Email: notifications@evy.io

Last Updated: February 16, 2026