ASSESSIO ASSESSIO API TERMS AND CONDITIONS

Version 1.0

These Assessio API Terms and Conditions (the "API Terms") govern access to and use of API and any related interfaces, credentials, webhooks and documentation for the Services provided by Assessio and its affiliates (together, the "Assessio API"). By requesting integration credentials, connecting to, or otherwise accessing or using the Assessio API, the Integrator agrees to be bound by these API Terms. If the Integrator does not agree, it must not request credentials for, connect to, or use the Assessio API. Capitalised terms used but not defined in these API Terms have the meanings given to them in the Assessio Standard Terms and Conditions (the "T&Cs" or "Standard Terms").

1. APPLICABILITY AND SCOPE

1.1 Scope: These API Terms govern any technical integration or interconnection between the Integrator's system or application (the "Integration") and the Assessio API, whether in development, testing (Sandbox) or production. They set out the Integrator's rights and responsibilities when accessing or using the Assessio API and are additional to, and do not replace, the T&Cs, the DPA or the SLA.

1.2 Relationship to the Agreement and order of precedence: These API Terms incorporate by reference the provisions of the T&Cs relating to Intellectual Property (Clause 7), Confidentiality (Clause 8), AI-Specific Provisions (Clause 9), Data Protection (Clause 10) and Liability (Clause 11), which apply to the Integration and to the Integrator's access to and use of the Assessio API as if set out in full herein. In the event of conflict, the following order of precedence applies: (i) the DPA, in respect of any matter relating to the processing of personal data; (ii) the T&Cs; (iii) these API Terms; and (iv) the API Documentation — save that these API Terms prevail over the T&Cs in respect of matters unique to the Assessio API (including rate limits, request signing, credentials and webhook delivery).

1.3 Flexible counterparty: The "Integrator" may be (a) a Customer that builds or commissions an Integration to its own Assessio account; or (b) a third party (such as an applicant tracking system provider) that builds an Integration on behalf of, or for the benefit of, one or more Organisations. Where the Integrator is a Customer, the incorporated T&Cs provisions apply through the Integrator's existing Agreement. Where the Integrator is not a Customer, those incorporated T&Cs provisions apply directly between Assessio and the Integrator by virtue of these API Terms, and references to "Customer" in the incorporated provisions are read as references to the Integrator so far as the context permits.

1.4 Acceptance: The Integrator accepts these API Terms by requesting integration credentials, by connecting to, or by accessing or using the Assessio API, whichever occurs first. Continued access to or use of the Assessio API constitutes ongoing acceptance of the then-current version of these API Terms.

1.5 Authority: If the Integrator accepts these API Terms on behalf of an entity, the individual accepting represents and warrants that they have authority to bind that entity, and "Integrator" refers to that entity.

2. DEFINITIONS

2.1 Incorporated definitions: Capitalised terms not defined in these API Terms have the meanings given in the T&Cs, including "Agreement", "Assessio", "Customer", "Customer Data", "DPA", "Intellectual Property Rights", "Product Data", "Products", "Services", "SLA" and "Tools".

2.2 API-specific definitions: In addition, in these API Terms:

"API" means any application programming interface made available by Assessio, together with any related interfaces, endpoints, webhooks, credentials, and documentation.

"API Output" means any data, content, materials, or output made available, returned, transmitted, or otherwise obtained by or through an API, including configuration data, available lenses and locales, assessment orders, assessment package links, reports, and scores and sub-scores, together with any copy, extract, or derivative of the foregoing.

"Assessio-Hosted Endpoints" means the endpoints made available by Assessio and called by the Integrator, including getConfig, createAssessmentOrder and createAssessmentLinkOrder.

"Credentials" means the provider-key, integrator-secret, API tokens, OAuth2 client credentials and any other keys or secrets issued for access to the Assessio API or for authenticating webhook calls.

"Integration Data" means any content or data transmitted through or by the Integration, including API Output.

"Integrator Webhook" means the Integrator-hosted endpoint that Assessio calls to deliver API Output, corresponding to the operation.

"Organisation" means a client organisation account within the Service on whose authority an Integration operates and to which a provider-key is issued.

"API Documentation" means the technical and operational documentation for the an API made available by Assessio, including at developer.assessio.online, integration guides, and any usage guidelines and policies, as updated from time to time.

3. LICENSE AND USE OF THE ASSESSIO API

3.1 License: Subject to the Integrator's compliance with these API Terms, Assessio grants the Integrator a limited, non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right to access and use the Assessio API solely to develop, test, operate and support the Integration for the purpose of enabling authorised Organisations to order to use the Service. The Integrator may use the Assessio API only as expressly permitted in these API Terms and the API Documentation.

3.2 Sandbox and production: Access to the production environment requires Assessio's prior enablement and the exchange of production Credentials. The Sandbox environment is provided for integration testing only, may differ from production, and is subject to Clause 5.1.

3.3 Registration and Credentials: To access the Assessio API the Integrator must obtain Credentials from Assessio. Credentials are issued per Organisation; where multiple Organisations use the Integration, each is expected to use its own provider-key.

3.4 Compliance with Documentation: The Integrator shall access and use the Assessio API in accordance with the API Documentation and any technical or operational guidelines communicated by Assessio.

3.5 No recreation of the Services: The Integrator shall not use the Assessio API, or any data or content obtained through it,including API Output to recreate, replicate or provide features or functionality that are the same as or substantially similar to the Services, or to build or assist in building any product or service that competes with Assessio. This Clause 3.5 supplements Clause 4.3(c) of the T&Cs.

4. INTEGRATOR RESTRICTIONS

4.1 General restrictions: The restrictions in Clause 4.3 of the T&Cs apply to the Integrator's access to and use of the Assessio API and the Integration. Without limiting those restrictions, the Integrator shall not, and shall not permit any third party to, take the actions set out in Clauses 4.2 to 4.4.

4.2 Restrictions on API Output and derived data: The Integrator shall not (a) use API Output, in whole or in part, to train, develop, benchmark or derive any assessment, scoring, competency or profiling model, or any product competing with Assessio; (b) attempt to reconstruct, infer or reverse-engineer any API Output or service functions; or (c) use or transfer any API Output or Integration Data, including any aggregated, anonymised or derived data, for advertising or marketing purposes, including the targeting or serving of advertisements.

4.3 API links: The API link provided are authenticated links for the Service. The Integrator shall not retain them beyond operational need, expose them to persons who are not authorised users of the relevant Organisation, or attempt to access the Service other than through the intended permission context.

4.4 Prohibited uses: The Integrator shall not use the Assessio API (a) to copy, scrape or export data in bulk from the Service; (b) to make an unreasonable number of requests or use an unreasonable amount of bandwidth, or to circumvent any rate or volume limit; (c) to disrupt, interfere with, or gain unauthorised access to any Assessio systems, servers or networks; (d) to distribute malware or any harmful code; or (e) in any manner that violates applicable law or that may have a material negative impact on Assessio, the Assessio API or the Services.

5. SERVICE LEVELS, RATE LIMITS AND CHANGES

5.1 Availability: Where the Integrator is a Customer, availability of the Assessio API forms part of the Services and is subject to Clause 3.1 of the T&Cs and the SLA. The Sandbox environment is provided "as is", may differ from production, and carries no availability, performance or support commitment and no service-level remedy. Assessio otherwise provides the Assessio API on the basis set out in Clause 10.1.

5.2 Rate limits: Assessio may apply technical limits to the Assessio API, including call, volume and rate limits. These limits are defined in the API documentation. Assessio may adjust such limits where necessary to, among other, protect the stability, security, integrity or availability of the Assessio API or the Services. Consequently, Integrators are responsible for reviewing the API Documentation regularly. Further, the Integrator shall not attempt to circumvent any such limit.

5.3 Webhook delivery: Assessio delivers API Output to the Integrator Webhook on a reasonable-efforts basis, and as defined in the API Documentation. The Integrator is responsible for the availability, security and correct operation of the Integrator Webhook. If the Integrator Webhook cannot be reached within the defined period, the relevant Result delivery may be permanently abandoned; the Integrator shall maintain an appropriate re-fetch or reconciliation process and bears the risk of API Output not received owing to the unavailability of the Integrator Webhook.

5.4 Changes, versioning and deprecation: Assessio may make Changes to the Assessio API in accordance with Clause 3.2 of the T&Cs. The Assessio API is versioned. Assessio will use commercially reasonable efforts to give the Integrator reasonable prior notice of Changes that materially and adversely affect the Integration and will give 30 days' notice before deprecating a supported version, except for Changes required for security or legal compliance.

5.5 Suspension: In addition to Assessio's suspension rights under Clause 3.6 of the T&Cs, Assessio may limit or suspend the Integrator's access to the Assessio API, in whole or in part, where reasonably necessary to (a) protect the security, integrity, availability or performance of the Assessio API or the Services; (b) prevent or stop a breach of these API Terms or applicable law; or (c) respond to a suspected compromise or misuse of Credentials. Assessio will, where practicable, give notice and restore access once the cause is resolved.

6. CREDENTIALS AND SECURITY

6.1 Credential confidentiality and lifecycle: The Integrator shall (a) keep all Credentials secure and confidential and not share them; (b) use Credentials solely to access the Assessio API as permitted; and (c) issue, store, rotate and revoke Credentials in accordance with good industry practice, rotating them in accordance with good industry practice and promptly upon any suspected compromise. Either party may revoke Credentials to suspend the connection where compromise or misuse is suspected, without thereby terminating the underlying Agreement.

6.2 Request authentication and integrity: The Integrator shall comply with all authentication, request-signing and request-validation requirements specified in the API Documentation. Any security controls required for the production environment are mandatory and may not be disabled or circumvented. Assessio may reject any request that does not satisfy the applicable authentication, integrity, timing or validation requirements.

The Integrator shall comply with all authentication, request-signing and request-validation requirements specified in the API Documentation. Any security controls required for the production environment are mandatory and may not be disabled or circumvented. Assessio may reject any request that does not satisfy the applicable authentication, integrity, timing or validation requirements.

6.3 Webhook security: The Integrator Webhook must use TLS and must be authenticated using an API token or OAuth2 client credentials. Any Integrator-supplied token must meet the minimum strength requirements specified by Assessio in the API Documentation. Assessio will not deliver API Output to an endpoint that is not secured in accordance with this Clause 6.3.

6.4 Security measures: The Integrator shall implement and maintain appropriate technical and organisational measures to protect the confidentiality, integrity and availability of Credentials and Integration Data, consistent with Clause 3.4 of the T&Cs and the DPA and with applicable industry standards and shall prevent security incidents affecting the Integration.

6.5 Security incident notification: Each party shall notify the other without undue delay after becoming aware of any security incident affecting the Assessio API, the Integration, Integration Data or Credentials. The Integrator shall preserve evidence, provide the information Assessio reasonably requests, take reasonable steps to mitigate, and consult Assessio before making any public statement about an incident that concerns the Assessio API, so far as permitted by law. This Clause is without prejudice to either party's obligations under the DPA and Applicable Data Protection Laws.

7. DATA PROTECTION

7.1 Roles and the DPA: The processing of personal data in connection with the Assessio API is governed by Clause 10 of the T&Cs and the DPA. In respect of an Organisation's recruitment data, the Organisation acts as controller and Assessio acts as processor. The Integrator processes Integration Data as described in its own arrangements with the Organisation. Nothing in these API Terms is construed as making the Integrator and Assessio joint controllers, or as appointing the Integrator as a processor on behalf of Assessio, or Assessio as a processor on behalf of the Integrator.

7.2 Documented transfer instruction: By requesting integration credentials, enabling the Assessio API, the Organisation instructs, in its role as a controller, Assessio to transmit API Output and other Integration Data generated through that Integration to the corresponding Integrator, for the purpose of enabling the Integrator to receive and process assessment API Output as part of the Organisation's recruitment process. The Integrator represents and warrants that it is authorised by the relevant Organisation to receive and process the Integration Data made available through the Integration. Assessio may decline or suspend any transfer where it does not have, or has reason to doubt, such controller instruction or authorisation.

7.3 No relief from statutory duties: This Clause 7 is in addition to, and does not relieve, remove or replace, either party's obligations under Applicable Data Protection Laws or the DPA.

8. INTELLECTUAL PROPERTY

8.1 Assessio Intellectual Property: Clause 7 of the T&Cs applies to the Assessio API and all related materials. All Intellectual Property Rights in and to the Assessio API, the **Service**, the lenses, assessments, scoring methodology, API Output and any documentation are and remain the exclusive property of Assessio and its licensors. The Integrator receives no rights other than the limited license in Clause 3.1 and shall not create derivative works of the Assessio API. The Integration is not a derivative work provided it complies with these API Terms.

8.2 API Output and Product Data: API Output and the underlying methodology are proprietary to Assessio. Assessio owns all rights in Product Data in accordance with Clause 7.5 of the T&Cs, including technical and operational data and anonymised or aggregated data derived from use of the Assessio API. The Integrator's use of API Output is limited to displaying and acting upon Candidate outcomes within the recruitment workflow of the relevant Organisation, subject to Clause 4.2.

8.3 Integrator Intellectual Property: Subject to Assessio's rights in the Assessio API and the Services, Assessio obtains no ownership of the Integrator's own application, save that to the extent the Integration incorporates any Intellectual Property Rights of Assessio, those rights remain with Assessio.

8.4 Feedback: Clause 7.3 of the T&Cs applies to any feedback, suggestions or recommendations the Integrator provides regarding the Assessio API.

8.5 No affiliation: Unless expressly approved by Assessio in writing, the Integrator shall not suggest any affiliation, partnership, sponsorship or endorsement by Assessio, and shall not make any representation or commitment on Assessio's behalf or regarding the Assessio API.

9. CONFIDENTIALITY

9.1 Confidentiality: Clause 8 of the T&Cs (Confidentiality) applies to Confidential Information disclosed in connection with the Assessio API and the Integration, including the Credentials, the non-public parts of the API Documentation and any Integration Data that constitutes Confidential Information.

10. WARRANTIES, DISCLAIMERS AND LIABILITY

10.1 Disclaimer: Except as expressly stated in the T&Cs or the SLA (where the Integrator is a Customer), the Assessio API and the Sandbox are made available "as is" and "as available". To the fullest extent permitted by law, Assessio disclaims all implied warranties, including as to merchantability, fitness for a particular purpose and non-infringement, and does not warrant that the Assessio API will be uninterrupted or error-free.

10.2 Liability: Clause 11 of the T&Cs (Liability), including the exclusion of indirect loss in Clause 11.1, the aggregate liability cap in Clause 11.2 and the exceptions in Clause 11.3, applies to all claims arising out of or in connection with these API Terms, the Assessio API and the Integration. For the purposes of Clause 11.2, each party's total aggregate liability shall not exceed the total Subscription Fees (or, where applicable, API or integration fees) paid to Assessio in the twelve (12) months immediately preceding the first event giving rise to the claim.

10.3 Integrator indemnity: In addition to Clause 11.4 of the T&Cs, the Integrator shall indemnify, defend and hold harmless Assessio and its Affiliates from and against any third-party claims, liabilities, damages, losses and reasonable costs (including legal fees) arising out of or in connection with (a) the Integration or the Integrator's access to or use of the Assessio API or API Output; (b) the Integrator's breach of these API Terms; or (c) Candidates or other individuals whose data is submitted to, or received from, the Assessio API without a valid legal basis. This indemnity is subject to the liability provisions incorporated under Clause 10.2.

11. TERM, SUSPENSION AND TERMINATION

11.1 Term: These API Terms apply from the Integrator's first acceptance under Clause 1.4 and continue until terminated in accordance with this Clause 11 or, where the Integrator is a Customer, until termination of the Agreement. Termination of the Agreement terminates the Integrator's right to access the Assessio API.

11.2 Termination and suspension: Clause 13 of the T&Cs applies to termination. In addition, Assessio may suspend under Clause 5.5 and may terminate these API Terms or the Integrator's access to the Assessio API on notice where the Integrator materially breaches these API Terms and, where capable of remedy, fails to remedy within thirty (30) days. The Integrator may terminate at any time by ceasing access and using the Assessio API.

11.3 Effect of termination: On termination or expiry, (a) the license in Clause 3.1 ends and the Integrator shall cease all access to and use of the Assessio API; (b) Credentials are revoked; and (c) the Integrator shall, in respect of Integration Data received through the Integration, return, delete or continue to protect it in accordance with the DPA and Applicable Data Protection Laws.

11.4 Survival: Clauses which by their nature are intended to survive, including Clauses 4, 6.5, 7, 8, 9, 10 and this Clause 11.4, survive termination or expiry, together with the corresponding surviving provisions of the T&Cs under Clause 13.8.

12. CHANGES TO THESE API TERMS

12.1 Modifications: Assessio may modify these API Terms from time to time. Assessio will publish new versions and, where a prior version already applied, the new version takes effect thirty (30) days after publication, unless a

shorter period is required for security or legal compliance or a longer period is stated. The Integrator is responsible for reviewing the current version, and continued use of the Assessio API after a new version takes effect constitutes acceptance of it.

13. GENERAL

13.1 Governing law and disputes: Clause 16 of the T&Cs (Governing Law and Dispute Resolution) applies to these API Terms.

13.2 Notices: Operational notices relating to the Assessio API may be sent by email to integrations@assessio.com. Legal and regulatory notices, including notices of breach, termination, claims and data protection matters, shall be sent in accordance with Clause 15.3 of the T&Cs (to privacy@assessio.com).

13.3 Assignment: Clause 15.4 of the T&Cs (Assignment) applies. The Integrator may not assign or transfer these API Terms without Assessio's prior written consent.

13.4 Severability, waiver and third-party rights: Clauses 15.1 (Severability), 15.2 (Waiver) and 15.5 (Third-Party Rights) of the T&Cs apply to these API Terms.

13.5 Entire agreement: These API Terms, together with the T&Cs, the DPA, the SLA, the API Documentation and any Order Form, constitute the entire agreement between the parties regarding the Assessio API and supersede all prior agreements and understandings on that subject matter.