SAMPLE / MUSTER

# Software Licence and Setup Agreement

## The *8-Week* Program

Licence for the Lynk AI recruiting system including source code, setup within 8 weeks, branding, developer days, training and 12 months of updates. Lynk runs in the Licensee's own cloud or server account.

**LICENSOR**

HP Capital GmbH
Mayrwiesstraße 11, 5300 Hallwang (Salzburg), Austria
Companies Register: FN 631120 v, Regional Court of Salzburg
VAT ID: ATU82731634
represented by its managing directors Paul Hagler and Philipp Habring

(the "Licensor")

**LICENSEE**

[Name of agency, legal form]
[Address]
[Company register number]
VAT ID: [VAT number]
represented by [name, position]

(the "Licensee")

| LICENCE FEE | GO-LIVE | USERS | UPDATES |
|---|---|---|---|
| **EUR / USD 32,500 one-time** | **8 weeks from kickoff** | **unlimited** | **12 months** |

**SAMPLE / MUSTER · non-binding**

Non-binding sample agreement for information only. It is not an offer and not legal advice. Review by counsel required before use. Everything in [square brackets] is not final and will be set in the individual agreement.

Muster – unverbindlich, vor Verwendung anwaltlich prüfen lassen.

| | | |
|---|---|---|
| | Recitals | 3 |
| 1 | Definitions | 3 |
| 2 | Subject matter and contract documents | 4 |
| 3 | Rights granted (licence) | 5 |
| 4 | Territory and niche exclusivity | 5 |
| 5 | Program services | 6 |
| 6 | Timeline, cooperation, go-live and acceptance | 7 |
| 7 | Licensor guarantees | 8 |
| 8 | Handover and source code | 8 |
| 9 | Updates | 8 |
| 10 | Fees, payment and taxes | 9 |
| 11 | Operation in the Licensee Environment | 9 |
| 12 | Third-party services | 10 |
| 13 | Licensee obligations | 10 |
| 14 | EU AI Act | 11 |
| 15 | Warranty | 11 |
| 16 | Liability | 12 |
| 17 | Rights in modifications and customisations | 12 |
| 18 | Open-source components | 12 |
| 19 | Confidentiality | 13 |
| 20 | Data protection | 13 |
| 21 | Term and termination | 13 |
| 22 | Final provisions | 14 |
| | Signatures | 15 |
| | Annexes A–E | 16 |
| | Notes on this sample | 19 |

[ … ] = placeholder, to be set in the individual agreement

## – Recitals

A. The Licensor has developed the AI-assisted recruiting system "Lynk". It helps recruitment agencies find candidates on LinkedIn, import them, rank them against a job profile and contact them. Decisions about candidates are always made by a human.

B. The Licensee is a recruitment agency. It wishes to own and use Lynk permanently under its own brand rather than rent it as a subscription.

C. Under this Agreement and as part of "The 8-Week Program", the Licensee receives a perpetual licence to the Software including source code, together with the setup, development, training and update services described in this Agreement.

## 1 Definitions

In this Agreement the following terms have the following meanings:

| | |
|---|---|
| **"Software"** | The "Lynk" system in the version handed over at Go-Live, consisting of the services listed in Annex A (currently including API, worker, analytics, cron, messaging synchronisation and web interface), each in object code and source code, including configuration and deployment files, automated tests and the Documentation, and all Updates delivered under this Agreement. |
| **"Source Code"** | The human-readable form of the Software, including build scripts, database schemas and deployment files, in a form that allows competent developers to build, run and modify the Software without the Licensor's involvement. |
| **"Documentation"** | Installation, operating and user documentation and the instructions for use within the meaning of the AI Act (clause 14), in German and English. |
| **"Program"** | "The 8-Week Program", consisting of the licence, setup, branding, developer days, training, one ATS/CRM connection and Updates under this Agreement and Annex A. |
| **"Kickoff"** | The joint start meeting under clause 6.2. The Kickoff only takes place once the Licence Fee has been paid in full and the kickoff prerequisites in Annex A are met. |
| **"Go-Live"** | The point in time at which the Software runs in the Licensee's production environment, is connected to the Third-Party Services, carries the Licensee's branding and has passed the acceptance tests in Annex A without a critical defect (clause 6.5). |
| **"Handover"** | The final handover of the Source Code, the Documentation and all access credentials to the Licensee under clause 8, recorded in a handover protocol. |
| **"Affiliates"** | Entities that control, are controlled by or are under common control with the Licensee; control means more than 50 % of the voting rights or the right to appoint the majority of the management. |
| **"Territory and Niche"** | The geographic area and the Licensee's professional specialisation (e.g. IT, executive search, finance, engineering, sales) defined in Annex B. |

| | |
|---|---|
| **“Third-Party Services”** | Services of third parties that are necessary or useful for operating the Software and that the Licensee orders and pays for itself, in particular the cloud or server provider of the Licensee Environment, storage providers, AI language model (LLM) providers, Unipile (connection to LinkedIn and email), email sending services, single sign-on services and the Licensee’s ATS or CRM. |
| **“Licensee Environment”** | The cloud or server account that the Licensee opens in its own name with a provider of its choice and in which the Licensor installs the Software during setup (Annex D). The Licensor does not host the Software. |
| **“AI Output”** | All content generated automatically by the Software, in particular match scores, rankings, shortlists, summaries and message drafts. |
| **“Developer Day”** | Eight hours of work by a developer of the Licensor, billable in units of one hour. |
| **“Updates”** | Bug fixes, security updates and improvements that the Licensor releases generally for Lynk, including new features to the extent the Licensor provides them to all Lynk licensees without separate charge. |
| **“Business Days”** | Monday to Friday, excluding public holidays in the Austrian state of Salzburg and 24 and 31 December. |
| **“AI Act”** | Regulation (EU) 2024/1689 (Artificial Intelligence Act) as amended from time to time, including the amendments made by the “Digital Omnibus” package. |
| **“GDPR”** | Regulation (EU) 2016/679 (General Data Protection Regulation). |

## 2 Subject matter and contract documents

2.1 The Licensor grants the Licensee a perpetual licence to the Software including Source Code (clause 3) and provides the services of the Program: setup in the Licensee Environment and go-live within eight weeks (clause 6), branding (clause 5.2), 5 Developer Days (clause 5.3), training (clause 5.4) and Updates for 12 months (clause 9).

2.2 The permanent transfer of the Software against a one-time payment is essentially a sale-type contract; the setup and customisation services are work-type services (Werkvertrag). The parties regulate the legal consequences of both parts conclusively in this Agreement, to the extent permitted by law.

2.3 The contract documents are, in this order of precedence:

(a) this Agreement;

(b) Annex C (data processing agreement) with regard to the protection of personal data – to that extent Annex C prevails over all other provisions;

(c) Annex A (service description), Annex B (Territory and Niche), Annex D (Licensee Environment and running costs), Annex E (open-source components).

2.4 The Licensee’s general terms and conditions do not apply, even if the Licensor does not expressly object to them.

## 3 Rights granted (licence)

3.1 The Licensor grants the Licensee the non-exclusive, perpetual, worldwide right in the Software (object code and Source Code) and the Documentation to

(a) install, copy, operate and use the Software for its own purposes, without any limit on the number of users, seats, instances or jobs;

(b) modify, translate, extend, combine with other software and use the Software in modified form;

(c) operate the Software under its own name, logo, colours and domain (rebranding);

(d) have the Software used by its Affiliates for as long as they remain Affiliates;

(e) have the Software operated, maintained and modified by service providers (e.g. IT partners, cloud and server providers, freelance developers) exclusively on behalf of the Licensee, provided they are bound to confidentiality in writing.

3.2 Use for the Licensee's own business expressly includes working for the Licensee's clients and contacting candidates worldwide. Clause 4 restricts only the Licensor, not the Licensee.

3.3 The licence is for the Licensee itself and its Affiliates. It does not include reselling, renting or sub-licensing the Software or material parts of it to third parties, offering it to third parties as software-as-a-service, or publishing the Source Code; any of this requires the Licensor's prior written consent. For use by further, non-affiliated companies (e.g. franchise partners) or for a multi-location network with a separate area per location, the Licensor offers a network licence under a separate agreement.

3.4 The Licensee may transfer the licence only together with its business or the part of its business in which the Software is used. The transfer must be notified to the Licensor in writing; the acquirer assumes all obligations under this Agreement. The territorial exclusivity (clause 4) only passes with the Licensor's consent, which will not be unreasonably withheld.

3.5 The rights of use arise upon Handover, but not before full payment of the Licence Fee. Until then the Licensee may use the Software only for setup, testing and training.

3.6 After full payment and Handover the licence is irrevocable. To the extent permitted by law, the Licensor waives its right to revoke the licence, to rescind the licence part of this Agreement or to demand the return of the Software; its claims for breach of contract are limited to injunctive relief, damages and its rights under clause 19. This also applies in the event of a change of control or insolvency of the Licensor, to the extent permitted by law.

3.7 Copyright and other intellectual property rights in the Software remain with the Licensor or its licensors. Copyright notices, licence notices and open-source notices (Annex E) must not be removed; this does not affect the rebranding of the user interface.

## 4 Territory and niche exclusivity

4.1 During the Exclusivity Period (clause 4.4), the Licensor shall not grant a licence to the Software, or provide the Software as a service, to any other recruitment agency that has its registered office or principal place of business in the Territory and is active in the Niche. Territory and Niche are defined precisely in Annex B, e.g. "State of Salzburg" and "IT recruiting".

4.2 The exclusivity does not apply to:

(a) recruitment agencies that already held a licence or had a written offer when this Agreement was signed (they are listed in Annex B);

(b) companies that only enter the Territory or Niche after signing through relocation, change of name, merger or acquisition, provided they acquired their licence beforehand;

(c) licensees outside the Territory that – like the Licensee itself – serve clients and candidates in the Territory. Such activities may not and will not be restricted;

(d) companies other than recruitment agencies, such as employers with their own HR department.

4.3 The exclusivity is an obligation of the Licensor. It restricts neither the Licensee nor other licensees as to where and for whom they work or whom they approach. No restriction of passive sales is agreed.

4.4 The Exclusivity Period is five years from Go-Live, unless Annex B provides for a longer period.

4.5 The exclusivity ends early if the Licensee does not use the Software productively for more than six months, ceases its activity in the Niche in the Territory or transfers the licence under clause 3.4 without consent. The Licensor shall give prior written notice and allow the Licensee 30 days to respond.

4.6 If the Licensor breaches clause 4.1, the Licensee may claim a contractual penalty of EUR [ … ] per breach [alternatively: repayment of [ … ] % of the Licence Fee]; further claims for damages remain unaffected. The court's right to reduce the penalty remains unaffected.

## 5 Program services

5.1 Setup: The Licensor installs the Software in the Licensee Environment (Annex D), connects it to the Licensee's Third-Party Services, configures workspaces, users, roles and sending limits, tests the system together with the Licensee and helps the Licensee's IT team or IT partner get started with running it. The Licensor does not host the Software and does not operate it on its own servers.

5.2 Branding: The Licensor adapts name, logo, colours and domain to the Licensee's specifications. The Licensee provides logo and colour files and warrants that it may use them and that name and domain do not infringe third-party rights.

5.3 Developer Days: The Licensor provides 5 Developer Days for changes of the Licensee's choice. They can be called off until 12 months after Go-Live; Developer Days not called off by then lapse without compensation. The Licensor estimates the effort in advance; work beyond the allowance is carried out only upon written order at the day rate stated in the order form, plus VAT.

5.4 Training: The Licensor trains the Licensee's team in live online sessions under the training plan in Annex A (unlimited participants) and hands over the Safe-LinkedIn Playbook. The training also helps the Licensee meet its AI literacy obligation under Art. 4 AI Act but does not replace it.

5.5 Support: During the Update Period (clause 9), the Licensor answers requests concerning defects of the Software by email (hello@lynk-recruiting.com) and ticket on Business Days from 9 am to 5 pm Central European Time with the response times set out in Annex A.

5.6 ATS/CRM connection: The Program includes one connection of the Software to an ATS or CRM of the Licensee; the Licensor sets it up and tests it within the eight weeks. Each further connection costs USD 2,500 one-time net (or EUR 2,500 if the Licence Fee is invoiced in EUR). Which system is connected, and whether the Software only reads from it or also writes back, depends on the target system and on the Licensee's plan with that vendor and is agreed in writing before purchase (Annex A). The Licensee connects the system with its own account at the vendor, provides the necessary credentials and bears any fees charged by the vendor. Bullhorn is connected only on request and only subject to Bullhorn's written approval; the Licensor cannot promise that approval. Otherwise, Annex A describes the functional scope of the Software conclusively.

5.7 The Licensor may use subcontractors; it remains responsible for their services.

## 6 Timeline, cooperation, go-live and acceptance

6.1 The target is Go-Live within eight weeks of Kickoff. The project plan with milestones forms part of Annex A.

6.2 The Kickoff takes place within 10 Business Days after the Licence Fee has been received in full and the kickoff prerequisites are met (including a named contact person, the Licensee Environment with setup access for the Licensor, accounts with the Third-Party Services and branding files). The Licensor onboards at most 5 new customers per month and confirms the Kickoff date in writing.

6.3 The Licensee cooperates in good time and free of charge, in particular it:

(a) names a contact person with decision-making authority who usually replies within 2 Business Days;

(b) concludes the contracts with the Third-Party Services and provides access (clause 12);

(c) connects its recruiters' LinkedIn accounts via Unipile itself;

(d) opens the Licensee Environment in its own name under Annex D and grants the Licensor the access needed for setup;

(e) takes part in tests and training sessions.

6.4 If any cooperation or a Third-Party Service for which the Licensor is not responsible is delayed (e.g. restriction of a LinkedIn account, approval by an LLM or ATS vendor, provisioning of the Licensee Environment), the period under clause 6.1 and the guarantee period under clause 7.1 are extended by the duration of the delay plus a reasonable restart period of 3 Business Days. The Licensor notifies the Licensee in writing without delay of any foreseeable delay.

6.5 Acceptance: As soon as the Licensor gives notice of readiness for acceptance, the parties carry out the acceptance tests under Annex A. Within 5 Business Days the Licensee declares acceptance or specifies critical defects in writing. A defect is critical if it makes the use of a core function listed in Annex A impossible. Non-critical defects do not prevent acceptance; the Licensor remedies them under the warranty.

6.6 Acceptance is deemed given if the Licensee does not specify any critical defect within the period under clause 6.5 or uses the Software productively with real jobs, other than for testing. The day of acceptance is the day of Go-Live.

## 7 Licensor guarantees

7.1 Go-Live Guarantee: If Go-Live is not achieved within eight weeks of Kickoff (as extended under clause 6.4) for reasons for which the Licensor is responsible, the Licensor (a) continues working at no additional charge until Go-Live is achieved and (b) refunds EUR 5,000 (or USD 5,000 if the Licence Fee is invoiced in USD) to the Licensee once. The refund is due within 14 days of Go-Live.

7.2 The refund under clause 7.1 is lump-sum compensation for the delay. Further claims based on the delay exist only in case of intent or gross negligence; the right to rescind under clause 21.3 remains unaffected.

7.3 First-Shortlist Promise: If, after Go-Live, the Licensee creates its first real job in the Niche with a complete job profile and at least one source is connected (a recruiter's LinkedIn account, CVs or ATS import), the Software produces a shortlist of at least 10 candidates ranked by match score within 14 days. If it does not, the Licensor adjusts search strategy, configuration and weightings free of charge until such a shortlist is produced; this work is not counted against the Developer Days.

7.4 The First-Shortlist Promise concerns the technical generation of a ranked list. It is not a promise that particular candidates are suitable, available or interested, that a placement will be made or that any revenue will be achieved. It does not apply if there are objectively too few matching profiles in the connected sources in the target market or if the LinkedIn account is restricted.

7.5 Handed over for good: The Licensor guarantees that after full payment and Handover (a) the licence is irrevocable under clause 3.6, (b) the Software contains no licence key, kill switch or technical dependency on the Licensor's servers that could prevent its operation, and (c) the Software runs in the Licensee Environment and the Licensee does not depend on the Licensor to keep running it. Third-Party Services (clause 12) are excluded from this.

## 8 Handover and source code

8.1 Within 10 Business Days after Go-Live, the Licensor hands over to the Licensee the complete Source Code in a Git repository (including version history), the Documentation, the deployment files and all access credentials and keys of the Licensee Environment. The Licensor then removes its own administrative access to the Licensee Environment unless the Licensee asks it to keep access for a specific task (clause 20.2). The parties sign a handover protocol.

8.2 The Licensor warrants that the Source Code handed over corresponds to the version running in production and that competent third parties can build and operate it using the Documentation. Updates are also delivered as Source Code.

8.3 Because the Source Code is handed over in full, a deposit with an escrow agent is not required.

8.4 The Licensee treats the Source Code as a trade secret of the Licensor (clause 19), protects it with appropriate technical and organisational measures and makes it available only to persons under clause 3.1 (d) and (e).

## 9 Updates

9.1 The Licensor provides the Licensee with all Updates for 12 months from Go-Live (Update Period). It provides security-relevant Updates without delay and informs the Licensee about them.

9.2 The Licensee or its IT partner installs Updates in the Licensee Environment, supported by the Licensor as part of support; on request the Licensor installs them by remote access under clause 20.2. If the Licensee has modified the Software, installing Updates may require adjustments that are not owed.

9.3 After the Update Period, the Licensee may enter into an optional maintenance contract (Updates and support) under a separate agreement; the price is available on request. There is no obligation to do so: the Software keeps running without it, and its use remains permitted permanently.

## 10 Fees, payment and taxes

10.1 The Licence Fee for the Program is a one-time amount of EUR 32,500 (thirty-two thousand five hundred euros) net for Licensees in the EU, or USD 32,500 (thirty-two thousand five hundred US dollars) net if so stated in the order form. It covers all of the Licensor's services under this Agreement except the Licensee Environment and other Third-Party Services (clauses 11 and 12), further ATS/CRM connections (clause 5.6), additional Developer Days, an optional maintenance contract (clause 9.3) and travel costs for on-site meetings at the Licensee's request, which are charged at cost.

10.2 The Licensor invoices the Licence Fee upon signing. It is due without deduction within 7 days of receipt of the invoice. Payment in instalments is not offered.

10.3 All amounts are exclusive of VAT, where applicable. For Licensees established in another EU member state that provide a valid VAT identification number, the reverse-charge mechanism applies and the VAT liability passes to the Licensee; the invoice contains the corresponding note. For Licensees outside the EU, VAT depends on the place of supply.

10.4 If the Licensee is required by the law of its country to withhold tax from payments to the Licensor, it informs the Licensor before payment and cooperates in obtaining relief under the applicable double tax treaty (e.g. exemption certificate). [The parties agree whether the payment is grossed up in that case.]

10.5 In case of late payment, the Licensee owes default interest under Section 456 of the Austrian Commercial Code (UGB). The Licensor may withhold services until payment is received; agreed periods are extended accordingly.

10.6 Software Only: If the order form states "Software Only" instead of the Program, the Licensee receives the Software including Source Code and Documentation under clause 3 for a one-time Licence Fee of EUR 23,500 net (or USD 27,500 net if so stated in the order form). In that case the Licensor provides no setup, branding, Developer Days, training, included ATS/CRM connection or Go-Live Guarantee; clauses 5.1 to 5.4, the first sentence of 5.6, 6 and 7.1 to 7.4 do not apply, and the Licensee sets up the Software in its own environment itself.

## 11 Operation in the Licensee Environment

11.1 The Software runs exclusively in the Licensee Environment. The Licensee opens the account in its own name, chooses provider and data-centre location (for Licensees in the EU or EEA the Licensor recommends a data centre in the EU) and contracts and pays the provider directly. The Licensor does not host the Software and does not operate it on its own servers.

11.2 The day-to-day running of the Software (in particular server operation, backups, monitoring, security patches of the infrastructure and installing Updates) is the responsibility of the Licensee or its IT partner. On request the Licensor recommends suitable IT partners; it is not responsible for their services.

11.3 The Licensee owes the Licensor no recurring fee. After the Update Period, maintenance by the Licensor is available only under an optional maintenance contract (clause 9.3).

11.4 The Licensor accesses the Licensee Environment only for setup, support, Developer Days, installing Updates and maintenance, and only under clause 20.2.

## 12 Third-party services

12.1 The Software uses Third-Party Services. The Licensee concludes the contracts for them in its own name and pays the fees directly to the providers. Indicative figures at the date of this sample: server or cloud account approx. EUR/USD 50–150 per month, AI language model approx. EUR/USD 200–300 per month for 10 recruiters, Unipile (LinkedIn connection) approx. EUR/USD 5 per recruiter per month; email sending costs are small and depend on the provider. These figures are non-binding; prices are set by the providers.

12.2 The Software supports any AI language model provider with an OpenAI-compatible interface. The choice of provider and model, its data processing, data location and terms are the Licensee's responsibility. On request the Licensor advises on providers offering EU data processing.

12.3 The Licensor is not responsible for the availability, prices, service changes or terms of Third-Party Services. If a provider changes its interface so that a feature stops working, the Licensor provides an adjustment during the Update Period where this is possible with reasonable effort; otherwise it informs the Licensee and proposes alternatives.

12.4 Where required, the Licensee concludes a data processing agreement directly with each Third-Party Service that processes personal data.

## 13 Licensee obligations

13.1 LinkedIn: The Software connects to LinkedIn exclusively through the Licensee's recruiters' own accounts, which each recruiter connects via Unipile. The Licensor operates no LinkedIn accounts and no database of LinkedIn profiles.

13.2 The Licensee is aware that LinkedIn's terms of use restrict the use of third-party software that automates activity or extracts data, and that LinkedIn may restrict or suspend accounts. The Licensee decides itself whether and how to use the LinkedIn connection, complies with LinkedIn's applicable terms, the Safe-LinkedIn Playbook and the sending limits configured in the Software, and bears the risk of restrictions of its accounts. The Licensor does not warrant that such use complies with LinkedIn's terms or that the connection will remain available.

13.3 Data protection: The Licensee is the controller within the meaning of the GDPR for processing personal data of candidates, clients and its own staff with the Software, including the choice and instruction of the providers of the Licensee Environment and the other Third-Party Services. In particular, it ensures a legal basis, informing candidates (Art. 13 and 14 GDPR), deletion and retention periods, data subject rights and the involvement of works council or employees where required.

13.4 Human review: AI Output consists of suggestions. The Licensee ensures that competent persons review every AI Output before making decisions about candidates or sending messages on that basis. The Licensee does not make decisions based solely on automated processing within the meaning of Art. 22 GDPR and does not use the Software to hire, reject or promote persons without a human decision.

13.5 The Licensee does not use the Software for prohibited practices under Art. 5 AI Act (e.g. emotion recognition in the workplace), for discrimination based on protected characteristics or for sending unsolicited advertising.

13.6 The Licensee indemnifies the Licensor against third-party claims (including authorities and LinkedIn) arising from use of the Software contrary to this Agreement, applicable law or the terms of the Third-Party Services, provided the Licensor informs the Licensee without delay and leaves the defence to it.

## 14 EU AI Act

14.1 The parties assume that the Software, as an AI system intended to be used for the selection of candidates, in particular to filter applications and evaluate candidates, falls under Annex III point 4(a) AI Act and may therefore be a high-risk AI system. The obligations for such systems apply from the dates set out in the AI Act [currently expected from 2 December 2027 – verify before use].

14.2 Intended purpose: The Software is intended to support recruiters in finding, ranking and contacting candidates. It is not intended for automated hiring, rejection or promotion decisions, for evaluating performance or behaviour of existing employees, or for emotion recognition.

14.3 The Licensor is the provider of the Software in the version it delivers. It:

(a) provides instructions for use including information on intended purpose, accuracy, limitations, human oversight and logging;

(b) maintains the logging features (including the log of AI configuration and model changes);

(c) fulfils the other provider obligations as and when they apply, and gives the Licensee the information it needs for its obligations as deployer.

14.4 Rebranding: Within the meaning of Art. 25(1)(a) AI Act, the parties agree that the provider obligations for the delivered version remain with the Licensor despite the Licensee's branding, as long as the Licensee uses the Software only internally under clause 3. [Effectiveness of this allocation to be confirmed by counsel.]

14.5 If the Licensee makes a substantial modification, changes the intended purpose or makes the Software available to third parties, it becomes the provider of the modified version under Art. 25 AI Act. On request, the Licensor supports it against payment.

14.6 The Licensee is the deployer within the meaning of the AI Act. It fulfils the deployer obligations under Art. 26 AI Act, in particular: use in accordance with the instructions for use; human oversight by trained persons; retention of logs for at least six months; informing candidates and, where required, workers' representatives and affected workers before deployment; ensuring AI literacy of its staff (Art. 4 AI Act); and reporting serious incidents to the Licensor.

## 15 Warranty

15.1 The Licensor warrants that at Go-Live the Software substantially has the functions described in Annex A and that it is entitled to grant the rights under clause 3.

15.2 AI Output is based on statistical methods and third-party language models. It may be incomplete, inaccurate or biased. The Licensor gives no warranty that AI Output is correct, complete or suitable for any particular decision. This is not a defect as long as the Software performs the functions described in Annex A.

15.3 The warranty period is 12 months from Go-Live. The presumption that a defect existed at delivery (Section 924 of the Austrian Civil Code, ABGB) is excluded.

15.4 The Licensee must notify defects in writing within 14 days of discovery with a reproducible description; Section 377 UGB applies where applicable. The Licensor chooses between repair and replacement, including a reasonable workaround. If repair fails twice, the Licensee may demand a price reduction; for defects that are not merely minor and prevent the use of essential functions, it has the rights under clause 21.3.

15.5 There is no warranty for defects caused by modifications to the Software by the Licensee or third parties, by infrastructure outside the minimum requirements in Annex D, by the operation of the Licensee Environment by the Licensee or its IT partner, by Third-Party Services or by use contrary to the Documentation.

15.6 If third parties assert claims that the Software infringes their intellectual property rights, the Licensor defends them at its own cost and indemnifies the Licensee against amounts awarded by a court or agreed in a settlement approved by the Licensor. It may modify or replace the Software so that it no longer infringes and functions substantially the same.

## 16 Liability

16.1 The Licensor is liable without limitation for intent, for injury to life, body or health, under the Austrian Product Liability Act and to the extent it has given a guarantee (within the scope of that guarantee).

16.2 For gross negligence the Licensor is liable for foreseeable damage typical for this type of contract [up to [200] % of the Licence Fee]. The Licensor is not liable for slight negligence, except for personal injury.

16.3 To the extent permitted by law, the Licensor is not liable for lost profit, lost placement fees, pure economic loss of third parties, consequential damage, suspension of LinkedIn or other accounts, damage arising from AI Output used without human review, or loss of data to the extent it would have been avoided by proper backups of the Licensee Environment, which are the Licensee's responsibility (clause 11.2).

16.4 Except in the cases of clause 16.1, the Licensor's total liability under this Agreement is limited to the amount of the Licence Fee paid.

16.5 Except in the cases of clause 16.1, claims for damages must be brought in court within [12] months of knowledge of the damage and the party causing it, and in any case no later than [3] years after the damaging event.

16.6 The limitations also apply in favour of the Licensor's employees, officers and vicarious agents.

## 17 Rights in modifications and customisations

17.1 Modifications, extensions and new modules that the Licensee or its service providers develop themselves belong to the Licensee. The Licensor acquires no rights in them unless the Licensee expressly grants them.

17.2 For customisations created by the Licensor as part of the Developer Days, the Licensee receives the same rights as in the Software (clause 3). The Licensor may continue to use general knowledge, methods and non-customer-specific improvements without disclosing confidential information or the Licensee's branding.

17.3 The Licensor may freely use suggestions and feedback concerning the Software without naming the Licensee.

## 18 Open-source components

18.1 The Software contains open-source components. Annex E (at Handover as a complete, machine-readable software bill of materials, "SBOM") lists the components and their licences. For these components the respective open-source licences take precedence over this Agreement; they do not restrict the Licensee's rights more than this Agreement does.

18.2 The Licensor warrants that, when the Software is used under clause 3, no open-source licence obliges the Licensee to disclose its own source code. For its own modifications, the Licensee itself complies with the obligations of the open-source licences.

## 19 Confidentiality

19.1 The parties treat all non-public information of the other party that they learn in connection with this Agreement as confidential and use it only for this Agreement. The Source Code, architecture and prompts of the Software are trade secrets of the Licensor; candidate, client and business data are trade secrets of the Licensee.

19.2 This obligation does not apply to information that is or becomes public without fault of the receiving party, that it lawfully received from third parties or developed itself, or that it must disclose by law or official order.

19.3 The obligation continues for five years after the end of the Agreement, and without time limit for the Source Code and trade secrets.

19.4 The Licensor may name the Licensee with name and logo as a reference only with its prior written consent. The location of Territory and Niche is not published unless the Licensee agrees.

## 20 Data protection

20.1 The Licensor does not host the Software and does not store the Licensee's personal data on its own systems. Only where it gains access to personal data for which the Licensee is controller during setup, support, Developer Days, installing Updates or maintenance (remote access) does it process such data as processor under Art. 28 GDPR. For this purpose the parties conclude the data processing agreement in Annex C, which must be signed before the first access.

20.2 The Licensor accesses the Licensee Environment only on the Licensee's request or with its consent, with personal access accounts, only to the extent necessary for the task (least privilege), with logging, and removes the access after the task is completed. Where possible it uses test or anonymised data and does not copy personal data to its own systems.

20.3 The providers of the Licensee Environment and the other Third-Party Services (clauses 11 and 12) are not sub-processors of the Licensor but processors of the Licensee, contracted by the Licensee. The Licensor's own sub-processors are listed in Annex C. If an integration service through which ATS/CRM data passes is used for the Licensee's connection, the Licensor names it before the Agreement is concluded; only then is it added to Annex C.

## 21 Term and termination

21.1 This Agreement enters into force upon signature by both parties. The licence (clause 3) is perpetual. The Program services end when performed or when the respective period expires (Developer Days, Updates, support).

21.2 Ordinary termination is excluded. The right of either party to terminate services not yet performed (setup before Go-Live, Developer Days, support, Updates) for good cause with immediate effect in writing remains unaffected. Good cause exists in particular if the other party fails to perform a material obligation despite a written reminder with a grace period of 30 days.

21.3 If Go-Live is not achieved within 16 weeks of Kickoff (as extended under clause 6.4) for reasons for which the Licensor is responsible, the Licensee may rescind the Agreement. The Licensor then refunds the Licence Fee less any refund already paid under clause 7.1; the Licensee deletes all copies of the Software and confirms this in writing.

21.4 After Handover and full payment, termination of services does not affect the licence (clause 3), clause 7.5, clause 8 or clause 17. In that case the licence also does not end upon breaches of this Agreement by the Licensee; the Licensor may claim injunctive relief and damages instead.

21.5 Clauses 3, 4.6, 7.5, 13.6, 16, 17, 19, 20 and 22 survive the end of the services.

## 22 Final provisions

22.1 This Agreement is governed by Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law rules of private international law.

22.2 [Variant 1 – state courts:] The exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement is the court with subject-matter jurisdiction in Salzburg, Austria. The Licensor may also sue the Licensee at its general place of jurisdiction.

22.3 [Variant 2 – arbitration, e.g. for Licensees outside the EU:] All disputes or claims arising out of or in connection with this Agreement, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by a sole arbitrator appointed in accordance with these rules. The place of arbitration is Salzburg. The language of the arbitration is [English/German].

22.4 Amendments and additions to this Agreement, including this clause, must be in writing; a qualified electronic signature suffices. There are no oral side agreements. Notices during the project (e.g. defect notices, acceptance) may be given by email to the addresses listed in Annex A.

22.5 The Licensee may transfer rights and obligations under this Agreement only under clause 3.4 or with the Licensor's written consent. The Licensor may transfer this Agreement to an Affiliate or to an acquirer of its business unit if the transferee assumes all obligations, in particular clause 3.6, clause 4 and clause 7.5.

22.6 Should any provision be or become invalid or unenforceable, the remainder of this Agreement remains valid. The parties replace the provision with a valid one that comes as close as possible to its economic purpose. The same applies to gaps.

22.7 If this Agreement is executed in German and English, the German version prevails.

## – Signatures

| | |
|---|---|
| Place, date | Place, date |
| For the Licensor: HP Capital GmbH | For the Licensee: [Name of agency] |

**Annexes:** Annex A – Service description; Annex B – Territory and Niche; Annex C – Data processing agreement (Art. 28 GDPR); Annex D – Licensee Environment and running costs; Annex E – Open-source components

The following annexes form part of the Agreement. In this sample they are shown as an outline with their key content; in the individual agreement they are completed in full.

## Annex A — Service description

### Functional scope at Go-Live (all features live)

- LinkedIn search and one-click import via Unipile (connection per recruiter account), CV parsing, duplicate detection (duplicates are skipped, not merged).
- Five-factor match score (skills and keywords 40 %, experience 25 %, job title 15 %, location 10 %, education 10 %) with breakdown, labelled "automated estimate, not a hiring decision".
- AI drafts for first messages (recruiter reviews and sends), scheduled follow-ups, inbox, sending limits per account.
- Assessments (no AI grading), booking links with .ics, decision log, analytics.
- Workspaces, single sign-on (Microsoft), multi-factor authentication, user interface in 9 languages.
- Connection to any OpenAI-compatible language model provider, tiered models, usage metering per call, log of AI configuration and model changes.
- Written reason behind every match score, past candidates suggested for new jobs (cross-job re-matching), approval queue and bulk approval of messages, pause of automation per job, daily to-do list per recruiter.
- Applications by email (email intake), Outlook calendar, status page for candidates, notice to candidates when AI is used.

### ATS/CRM connection (clause 5.6)

- Connector framework with existing adapters (including d.vinci, Personio, Teamtailor, SAP SuccessFactors); connections to other systems are built per customer by the Licensor via the vendor's API, where needed through an integration service.
- Included: one connection, set up and tested within the 8 weeks. Each further connection: USD 2,500 (or EUR 2,500) one-time net.
- Connected system: [name of ATS/CRM]. Scope: [read only / read and write-back, data fields …] – depends on the system and plan and is agreed in writing before purchase. The Licensee connects with its own account at the vendor.
- Bullhorn: only on request and only subject to Bullhorn's written approval.

### Not included

- DeepL, automatic merging of duplicates, client portal, Microsoft Teams; writing back to an ATS/CRM unless agreed above.

### Further content

- Architecture overview and services, kickoff prerequisites, project plan with 8-week milestones, acceptance tests and criteria, training plan, support response times (critical defects: reaction within 1 Business Day; other requests: within 3 Business Days), contact persons and email addresses (Licensor: hello@lynk-recruiting.com).

## Annex B Territory and Niche

### Definitions

- Territory: [e.g. state / country / region; map or list of postcodes].
- Niche: [e.g. IT recruiting for software development; distinction from related niches].
- Exclusivity Period: five years from Go-Live [or longer period, if agreed] (clause 4.4).
- Existing licensees or open offers in the Territory and Niche: [none / list] (clause 4.2 a).

## Annex C Data processing agreement (Art. 28 GDPR)

### Minimum content under Art. 28(3) GDPR

- Scope: only the Licensor's access to personal data in the Licensee Environment during setup, support, Developer Days, installing Updates and maintenance (remote access). The Licensor does not host and does not store the data on its own systems.
- Subject matter, duration, nature and purpose of processing; types of data (including candidate profile and contact data, messages, user data); categories of data subjects.
- Processing only on documented instructions; confidentiality of staff; technical and organisational measures (Art. 32 GDPR).
- The Licensor's own sub-processors (short list, e.g. email and ticketing) with right to object; an integration service for the ATS/CRM connection only if used for the Licensee's connection (named before the Agreement is concluded); the Licensee's own providers (cloud/server, AI provider, Unipile, email, ATS/CRM) are not sub-processors of the Licensor. Assistance with data subject rights, personal data breach notifications and data protection impact assessments.
- Access with least privilege, personal accounts and logging; removal of access and deletion of any copies after each task; evidence and audit rights. Details: Lynk Data Protection Pack.

## Annex D Licensee Environment and running costs

### Licensee Environment

- Cloud or server account in the Licensee's name with a provider of its choice; for Licensees in the EU/EEA a data centre in the EU is recommended.
- Minimum requirements for one agency (about 5–20 recruiters): Kubernetes with 1–3 nodes of 4 vCPU / 8 GB RAM each or one VM with 4–8 vCPU / 16 GB RAM; MongoDB (replica set, managed or self-operated), Redis, S3-compatible storage, SMTP; details in the technical overview.
- Setup access: temporary administrative access for the Licensor during setup, removed after Handover (clause 8.1).
- Running: backups, monitoring, security patches and installing Updates by the Licensee or its IT partner (clause 11.2).

### Running costs paid directly by the Licensee (non-binding guide)

- Server or cloud account approx. EUR/USD 50–150 per month; AI provider approx. EUR/USD 200–300 per month for 10 recruiters; LinkedIn connection (Unipile) approx. EUR/USD 5 per recruiter per month; email sending small, depends on the provider.

## Annex E Open-source components

Content

- Complete list of all open-source components with version and licence (SBOM, e.g. in CycloneDX or SPDX format), generated from the Source Code at Handover.
- Separate identification of components under copyleft licences (e.g. GPL, AGPL) or with use restrictions for database and cache servers installed separately, and notes on what to observe.
- Licence texts and copyright notices where the licences require them to be passed on.

> These notes are **not part of the Agreement**. They summarise the law and expert sources this sample relies on and the points that should be checked in particular before use. Research status: September 2026.

### Legal characterisation

Under Austrian case law, the permanent transfer of standard software for a one-time fee is a sale; custom software or substantial customisation is assessed under the law on contracts for work (Werkvertrag). The sample therefore treats the licence (sale-type) and the setup (work-type) separately with their own acceptance and warranty rules.

SOURCES: OGH 5 Ob 504/96, 1 Ob 229/14d et al. (headnote, jusline.at/entscheidung/386196); jusguide.at: OGH on warranty in software transfer agreements; digital-recht.at: Civil-law classification of software contracts (2025)

### Copyright in software

Computer programs are protected under Sections 40a et seq. of the Austrian Copyright Act (UrhG) and Sections 69a et seq. of the German UrhG. Without an express grant, Section 40d UrhG only permits modifications necessary for the intended use. Wider rights (modification, rebranding, use by Affiliates) are therefore granted expressly in clause 3.

SOURCES: Section 40d UrhG (jusline.at/gesetz/urhg/paragraf/40d); jusguide.at: OGH on the scope of rights of use in computer programs

### Warranty and liability between businesses

Between businesses, liability for slight negligence can be excluded; exclusion for gross negligence is permitted only case by case between equal parties, and never for intent or extreme gross negligence (Section 879 ABGB). Section 377 UGB requires prompt notice of defects (about 14 days if in doubt).

SOURCES: OGH RS0016582; JBl 2014: exclusion of gross negligence between equal parties (verlagoesterreich.at); Section 377 UGB (jusline.at/gesetz/ugb/paragraf/377); rechteasy.at: Mängelrüge

### Territorial exclusivity and competition law

Software copyright licences fall under the technology transfer block exemption (new TTBER in force since 1 May 2026, replacing Regulation 316/2014). The Licensor's obligation not to license others in the Territory (exclusive licence) is generally exempted below the market share thresholds. Restrictions on passive sales by licensees are hardcore restrictions; the sample therefore does not restrict the Licensee.

SOURCES: Regulation (EU) 316/2014, Art. 1 and 4 (eur-lex.europa.eu); Skadden / CMS / Osborne Clarke on the 2026 TTBER; Regulation (EU) 2022/720 (VBER) for comparison

### AI Act

AI systems for filtering applications and evaluating candidates are listed in Annex III point 4(a). Anyone who puts their name or trademark on a high-risk system or substantially modifies it may become a provider under Art. 25, subject to contractual allocation. Deployers have their own obligations under Art. 26 (human oversight, logs for at least 6 months, informing workers and affected persons). Profiling always leads to high-risk classification (Art. 6(3)). Following the Digital Omnibus, obligations for Annex III systems are expected to apply from 2 December 2027.

SOURCES: Annex III and Art. 25 AI Act (ai-act-service-desk.ec.europa.eu); artificialintelligenceact.eu: What the EU AI Act Means for Staffing Businesses; Gibson Dunn: EU AI Act Omnibus Agreement (2026)

### LinkedIn

LinkedIn's User Agreement prohibits third-party software that automates activity or scrapes data; LinkedIn may restrict accounts. The sample discloses this risk and allocates it to the Licensee, who uses its own accounts.

SOURCES: LinkedIn Help: Prohibited software and extensions; Automated activity on LinkedIn; Unipile developer docs: Provider limits and restrictions

### Data protection

The Licensor does not host the Software; it runs in the Licensee's own cloud or server account. Where the Licensor nevertheless has access to personal data (setup, support, Developer Days, maintenance by remote access), a data processing agreement with the minimum content of Art. 28(3) GDPR is required, limited to that access. The Licensee remains the controller; its infrastructure and AI providers are its own processors.

SOURCES: Art. 28 GDPR; EDPB Guidelines 07/2020 on the concepts of controller and processor

### Governing law, courts, arbitration, taxes

Choosing Austrian law alone does not exclude the CISG; it must be excluded expressly. For arbitration the VIAC model clause (Vienna Rules) with Salzburg as seat is used. For EU customers the reverse-charge mechanism generally applies; for German customers, check whether Section 50a German Income Tax Act (withholding tax on transfers of rights) applies.

SOURCES: rechteasy.at / WKO: UN Sales Convention; VIAC model arbitration clause (viac.eu); WKO: reverse charge for services; German Federal Ministry of Finance letter of 27 Oct 2017 on cross-border software transfers (haufe.de, deloitte-tax-news.de)