

Artificial Intelligence Transparency and Use Addendum

for HarmonyATS

Products Covered	Version / Effective Date
HarmonyATS	05.12.2025

Provider: HarmonyHR LTD Effective Date: 05 Dec 2025

This Artificial Intelligence Transparency and Use Addendum (the "AI Addendum") forms part of and is incorporated into the Terms of Service, Master Subscription Agreement, Order Form, or other principal agreement between HarmonyHR LTD, incorporated and operating under the laws of Kyrgyz Republic, Register № 309328-3301-000, having its registered office at Imeni Baltagulova st., 27, Bishkek, Kyrgyz Republic ("HarmonyHR", "Provider", "we", "us", or "our") and the customer identified in the applicable Order Form or principal agreement ("Customer", "you", or "your"), in each case solely in a business-to-business capacity. This AI Addendum governs the availability and use of artificial intelligence functionality made available in connection with HarmonyATS, including HarmonyAI.

Order of precedence. If there is a conflict between this AI Addendum and the principal agreement, this AI Addendum controls only with respect to the subject matter of AI Features. In all other respects, the principal agreement remains unchanged and in full force. The Privacy Policy, Data Processing Addendum ("DPA"), Acceptable Use Policy, Security Measures / Technical and Organisational Measures, and applicable Documentation remain applicable except to the extent this AI Addendum expressly states otherwise.

1. Definitions

"AI" means software, models, machine-learning systems, generative systems, decision-support systems, classification tools, extraction tools, parsing tools, or related computational methods that generate, classify, summarize, recommend, translate, analyze, score, predict, draft, or otherwise assist with content or workflow outputs that may appear to involve human-like reasoning or language capabilities.

"AI Features" means any feature, functionality, connector, workflow, model access point, assistant, automation, parser, extractor, suggestion engine, summary tool, drafting tool, analytics capability, recruiting-assistance capability, ranking output, scoring output, search capability, translation capability, or other AI-enabled component made available in or in connection with HarmonyATS, including HarmonyAI. AI Features may include, by way of example, resume parsing into structured fields, candidate summaries, draft job descriptions, draft candidate communications, interview-question suggestions, match or fit suggestions, ranking or scoring outputs, semantic search, and translation.

"AI Providers" means third-party providers of AI models, APIs, infrastructure, embeddings, moderation tools, safety tools, routing layers, or related AI services used in connection with AI Features. The identity of any such provider may change from time to time in accordance with the principal agreement, this AI Addendum, the Documentation, and applicable law.

"Authorized Users" means the employees, workers, contractors, representatives, and other users whom Customer authorizes to access and use HarmonyATS under the principal agreement.

"Customer Data" means all data, content, materials, records, files, prompts, communications, applicant information, candidate information, job data, configuration data, recruiter notes, attachments, and other information submitted to, stored in, transmitted through, or otherwise made available to HarmonyATS by or on behalf of Customer or its Authorized Users.

"Customer-Managed AI Provider" means a third-party AI provider, model, API, or account chosen, procured, enabled, or supplied by Customer for use with HarmonyATS in a hosted or on-premise deployment model, where such use is supported by HarmonyHR.

"Documentation" means the then-current product documentation, usage guidance, release notes, technical materials, or other written instructions made available by HarmonyHR for HarmonyATS or the AI Features.

"HarmonyAI" means the HarmonyHR-branded layer, interface, workflow, or service through which HarmonyHR may provide one or more AI Features to Customer in a SaaS Deployment, whether using one or more AI Providers selected by HarmonyHR from time to time.

"Input" means any prompt, instruction, request, query, file, text, image, data, metadata, configuration, or other content submitted to or through an AI Feature by or on behalf of Customer or its Authorized Users.

"Output" means any response, extraction, parsed field, summary, recommendation, draft, classification, translation, analysis, score, insight, or other content or result generated or returned by an AI Feature in response to Input or based on Customer Data.

"On-Premise Deployment" means a deployment model in which HarmonyATS is deployed in Customer's environment, infrastructure, or tenant and Customer independently chooses, procures, enables, configures, and operates any AI providers, models, APIs, or related tools connected to that deployment.

"Personal Data" means personal data, personal information, personally identifiable information, or any analogous concept under applicable privacy or data protection law.

"SaaS Deployment" means a hosted, cloud, multi-tenant, provider-operated deployment model in which HarmonyHR makes HarmonyATS available as a service.

"Usage Policies" means this AI Addendum, the principal agreement, the DPA, the Acceptable Use Policy, Documentation, and any reasonable AI-specific usage, safety, or technical policies made available by HarmonyHR from time to time.

"Sanctions / Export Controls" means applicable trade sanctions, export-control laws, embargoes, restricted-party rules, and similar laws or regulations administered by any competent governmental authority.

2. Scope and Optional Nature of AI Features

AI Features are optional unless expressly enabled, configured, licensed, or otherwise made available for Customer's use. AI Features may be included within a subscription plan, made available at no additional charge, made available for an additional fee, or made available only for selected plans, modules, workflows, release stages, jurisdictions, or technical configurations.

HarmonyAI is intended to function as an embedded part of HarmonyATS. Unless HarmonyHR expressly states otherwise in writing, HarmonyAI does not grant Customer any stand-alone right to access, resell, sublicense, distribute, or separately commercialise any third-party AI provider service.

AI may be enabled by default for a tenant or workspace, subject to available product controls. Where HarmonyATS permits, Customer may disable certain AI Features at the workspace, tenant, or feature level. Nothing in this AI Addendum requires Customer to continue using AI Features after disabling them.

HarmonyHR may add, remove, replace, suspend, restrict, modify, reconfigure, or discontinue any AI Feature, underlying model, provider relationship, or supporting method in a commercially reasonable manner. HarmonyHR does not guarantee that any specific AI Provider, model version, or AI Feature will remain available for any minimum period.

3. SaaS Deployment and HarmonyAI

In a SaaS Deployment, HarmonyHR may provide AI Features embedded in, connected to, or made available through HarmonyAI and HarmonyATS as part of the services. In delivering those AI Features, HarmonyHR may route Input or relevant Customer Data to one or more AI Providers and may receive Output, metadata, service logs, or related results back for presentation or use within HarmonyATS.

Customer acknowledges that, in a SaaS Deployment, HarmonyHR may select, add, remove, replace, or change AI Providers, model versions, infrastructure, routing logic, moderation tools, safety systems, and related suppliers at its discretion, subject to the principal agreement, this AI Addendum, applicable law, and Section 16 below.

To the extent Customer or its Authorized Users enable or use an AI Feature in a SaaS Deployment, Customer instructs HarmonyHR to process Customer Data as reasonably necessary to provide the requested AI Feature, including generating, returning, storing, or displaying related Output and processing associated service logs and metadata reasonably necessary for security, abuse prevention, troubleshooting, billing support, service operation, and compliance.

4. Customer-Managed AI Providers in SaaS

If HarmonyHR makes available a feature that allows Customer to connect, configure, or use a Customer-Managed AI Provider in a SaaS Deployment, Customer is solely responsible for selecting that provider, obtaining and maintaining the necessary account, API credentials, contractual rights, payment arrangements, notices, permissions, legal bases, and compliance approvals for that provider relationship.

Where a Customer-Managed AI Provider is used in a SaaS Deployment, HarmonyHR remains responsible for the operation of its own software, connectors, and integration logic within HarmonyATS, but HarmonyHR is not responsible for the legality, availability, performance, security, privacy, retention, data handling, training settings, transfer settings, compliance posture, or other acts or omissions of the Customer-Managed AI Provider itself.

Customer acknowledges that provider-side processing by a Customer-Managed AI Provider may be governed by Customer's direct relationship with that provider rather than solely by this AI Addendum. Customer is responsible for ensuring that its chosen provider terms are acceptable for the intended use case and jurisdictions.

5. On-Premise Deployment

In an On-Premise Deployment, Customer independently chooses, procures, enables, configures, operates, and manages any AI providers, models, APIs, infrastructure, or related tools that Customer connects to HarmonyATS.

HarmonyHR does not in an On-Premise Deployment select Customer's AI provider, host or operate Customer's chosen AI provider, control Customer's prompts, model behavior, outputs, training settings, retention settings, transfer settings, or provider-side policies, or monitor or influence Customer's chosen AI provider stack except to the limited extent explicitly agreed in writing for separately scoped professional services or support.

Accordingly, in an On-Premise Deployment, HarmonyHR is not responsible for the legality, availability, performance, security, privacy, data handling, retention, compliance posture, or other acts or omissions of any AI provider or model selected by Customer.

6. Customer Control and Responsibility

Customer decides whether, when, how, and for what purpose to enable or use AI Features. Customer is solely responsible for all Input submitted by or on behalf of Customer or its Authorized Users, including the lawfulness, accuracy, appropriateness, completeness, confidentiality, and suitability of that Input.

Customer is solely responsible for reviewing, validating, approving, and deciding whether to rely on, communicate, publish, store, or act upon any Output. Customer shall ensure meaningful human review before using any Output in connection with applicants, candidates, recruiters, interviewers, or other individuals.

Customer is solely responsible for determining whether notices, disclosures, consents, works council consultations, impact assessments, approvals, transparency measures, internal policies, or other governance steps are required before Customer or its Authorized Users use AI Features with Personal Data, candidate data, confidential information, or other regulated content.

Customer is solely responsible for compliance with applicable privacy, data protection, labor, employment, anti-discrimination, workplace, consumer, sector-specific, AI-governance, cybersecurity, professional, records-management, and other laws applicable to Customer's use case, industry, workforce, and jurisdictions.

7. AI Outputs, Limitations, and Mandatory Human Review

AI Features are designed to support users and workflows, not to replace human judgment, human review, or professional advice. Output may be inaccurate, incomplete, non-unique, outdated, misleading, offensive, biased, harmful, contextually inappropriate, or otherwise unsuitable for a particular purpose.

Outputs are probabilistic in nature. The same or similar Input may produce different Output at different times, and similar Output may be produced for other customers or users.

Customer shall not rely on any Output without independent review and verification commensurate with the sensitivity and potential impact of the use case. Meaningful human review is required before taking action based on any Output, especially for resume parsing results, candidate summaries, draft communications, interview-question suggestions, match or fit suggestions, ranking or scoring outputs, semantic search results, and translations.

HarmonyHR does not represent that any Output is correct, lawful, unbiased, complete, unique, fit for a particular purpose, or compliant with Customer's internal policies, collective arrangements, or applicable law.

8. Recruiting Safeguards for HarmonyATS

AI Features are not designed or intended to autonomously make decisions relating to hiring, rejection, shortlisting, interview advancement, offer decisions, compensation, promotion, discipline, termination, or any other decision that materially affects an applicant, candidate, employee, contractor, or other individual.

Customer shall not use AI Features as the sole basis for decisions affecting applicants, candidates, employees, contractors, or other individuals where prohibited by law or inappropriate under the circumstances. Customer shall not use AI Features for automatic rejection, automatic shortlisting, or other automated decision-making without meaningful human review and decision-making authority.

Resume parsing, extraction, summarization, drafting, search, match or fit suggestions, ranking outputs, scoring outputs, and translation features should be treated as workflow-support functionality only. Customer remains solely responsible for independently reviewing such materials and for any downstream communication, ranking, screening, or employment-related action.

Customer should avoid submitting special-category, sensitive, or otherwise regulated data to AI Features unless Customer has determined that such submission is lawful, necessary, proportionate, and permitted for the relevant use case and jurisdiction.

9. Data Protection and Privacy Allocation

For Customer Data processed within the SaaS service, Customer is generally the controller, employer, business, or other party responsible for determining the purposes and means of processing Customer Data, and HarmonyHR acts as the processor, service provider, or analogous vendor when providing the contracted services, including applicable AI Features where relevant.

To the extent Customer or its Authorized Users enable or use an AI Feature in a SaaS Deployment, Customer instructs HarmonyHR to process Customer Data, including any Personal Data contained in Input or reasonably necessary context, for the purpose of providing the requested AI Feature and generating, returning, storing, transmitting, or otherwise making available related Output. Such processing may include relevant resume text, candidate contact information, employment history, skills, cover letters, recruiter notes, emails or messages, attachments, and associated service metadata where submitted by or on behalf of Customer.

HarmonyHR's processing of Personal Data in connection with AI Features remains subject to the DPA and Privacy Policy to the extent applicable. Where HarmonyHR uses third-party AI Providers in a SaaS Deployment, such providers may process Input, Output, metadata, or related information in accordance with the provider relationship and applicable provider terms or privacy documentation. In an On-Premise Deployment, and in relation to any Customer-Managed AI Provider selected or configured by Customer, HarmonyHR is not responsible for provider-side Personal Data processing, confidentiality practices, retention settings, transfer settings, or compliance posture.

Customer represents and warrants that it has and will maintain all rights, permissions, legal bases, notices, and authorizations necessary to submit Input and to use AI Features in connection with Customer Data, including any Personal Data, candidate data, employee data, recruiter communications, attachments, or other regulated content that Customer chooses to submit.

Customer acknowledges that AI Providers or their systems may be located in jurisdictions outside the country in which Customer or the relevant data subject is located, including outside the EEA or the United Kingdom, and that international transfers may occur as part of the delivery of AI Features.

10. Training, Model Improvement, and Provider-Side Data Use

HarmonyHR will not state to Customer that a third-party AI Provider will not use Customer Data for model training, model improvement, service improvement, or similar provider-side purposes unless such statement is supported by provider-specific written terms or other written commitments then applicable to HarmonyHR.

Except to the extent HarmonyHR expressly states otherwise in the principal agreement, the DPA, the Documentation, or other written materials made available by HarmonyHR, Customer should assume that a third-party AI Provider may process Input, Output, metadata, or related information for provider-side operational, maintenance, security, abuse-prevention, compliance, monitoring, or service-improvement purposes under that provider's own terms or privacy documentation.

HarmonyHR may use Service Data, telemetry, user feedback, aggregated statistics, and information that has been anonymised such that it does not relate to an identified or identifiable natural person and cannot reasonably be used to re-identify any individual, to operate, secure, maintain, support, and improve HarmonyATS, AI Features, related integrations, and underlying product quality and safety.

In an On-Premise Deployment, and in relation to a Customer-Managed AI Provider, HarmonyHR does not receive any right under this AI Addendum to use Customer Data submitted by Customer to a Customer-selected provider for model training or provider-side model improvement, except to the limited extent separately and expressly agreed in writing.

11. Acceptable Use and Prohibited Conduct for AI

Customer shall not, and shall ensure that its Authorized Users do not, use any AI Feature: (a) for any unlawful, fraudulent, deceptive, retaliatory, harassing, defamatory, discriminatory, or otherwise harmful purpose; (b) in a manner that infringes privacy, confidentiality, data-protection, intellectual-property, employment, workplace, or other rights of any person; (c) to generate or distribute spam, automated mass messaging, manipulative communications, phishing content, or fraudulent candidate interactions; (d) to upload malicious code, attempt unauthorized access, abuse the service, or circumvent safety, rate, usage, or technical controls; (e) to reverse engineer, extract, probe, benchmark, or discover model weights, prompts, system instructions, safety methods, routing logic, or other protected aspects of the AI Features except to the limited extent non-waivable law expressly permits; or (f) to build, train, or improve competing models, datasets, or products through prohibited technical means.

Customer shall not use AI Features to make or support discriminatory, unlawful, or otherwise non-compliant employment or recruiting decisions, or in a way that is inconsistent with required human oversight or transparency obligations.

Where applicable law requires disclosure that content is AI-generated or materially AI-assisted, Customer is responsible for making that disclosure. Customer shall not misrepresent AI-generated content as solely human-generated where such disclosure is legally required or materially misleading.

12. Intellectual Property and Data Ownership

As between the parties, Customer retains all right, title, and interest in and to Customer Data. Subject to the principal agreement and applicable law, Customer also retains its rights, if any, in its Input and Output.

HarmonyHR and its licensors retain all right, title, and interest in and to HarmonyATS, HarmonyAI, the services, software, user interfaces, configuration logic, APIs, Documentation, Service Data, aggregated

performance data, de-identified operational insights, and any improvements, modifications, or derivative works thereof.

No ownership or license in any third-party AI model, provider technology, or provider intellectual property passes to Customer except the limited right to use the AI Features as part of the contracted services and subject to the principal agreement, this AI Addendum, and applicable Documentation.

Customer acknowledges that Output may not be unique and that the same or similar Output may be generated for other customers or users.

13. Suspension, Restrictions, and Termination

HarmonyHR may suspend, restrict, disable, or terminate access to any AI Feature, in whole or in part, immediately or on notice, if HarmonyHR reasonably believes such action is necessary for security, abuse prevention, compliance, sanctions, export-control, legal, policy, payment, technical, operational, or third-party provider reasons.

HarmonyHR may take emergency action where necessary to protect the services, AI Providers, other customers, third parties, data, systems, or compliance posture. Where practicable under the circumstances, HarmonyHR will provide notice after taking such action.

Suspension, restriction, or termination of AI Features does not by itself terminate the remainder of the services unless separately provided in the principal agreement. HarmonyHR may also discontinue or withdraw AI Features generally or for particular regions, plans, or customer segments.

14. Warranties and Disclaimers

To the maximum extent permitted by law, AI Features are provided on an "as is" and "as available" basis. HarmonyHR does not warrant that any AI Feature or Output will be accurate, complete, reliable, current, unbiased, non-infringing, secure, uninterrupted, error-free, or fit for a particular purpose.

HarmonyHR does not provide legal, employment, HR, recruiting, compliance, tax, accounting, medical, psychological, or other professional advice through AI Features, and no Output should be treated as such advice.

Any limited warranties expressly stated in the principal agreement remain applicable only to the extent they expressly apply to AI Features. No statement, example, demonstration, marketing material, or verbal communication creates any warranty not expressly stated in the principal agreement or this AI Addendum.

15. Liability and Indemnity Alignment

The limitation-of-liability provisions and exclusions in the principal agreement apply to this AI Addendum and Customer's use of AI Features. Nothing in this AI Addendum increases HarmonyHR's liability beyond what is expressly stated in the principal agreement unless the parties expressly agree otherwise in writing.

Customer assumes responsibility for its use of Input, Output, and AI-assisted workflows, and for decisions, communications, or actions taken or omitted in reliance on AI Features or Output.

Customer shall defend, indemnify, and hold harmless HarmonyHR, its affiliates, and their respective personnel from and against third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising out of or related to: (a) Customer's or its Authorized Users' unlawful or non-compliant use of AI Features; (b) Customer Input or Customer Data submitted to AI Features; (c) Customer's failure to provide required notices, obtain required consents, establish a valid

legal basis, or implement required human oversight; (d) Customer's decisions affecting applicants, candidates, employees, contractors, or other individuals; or (e) Customer's breach of this AI Addendum, the DPA, the principal agreement, or applicable law.

16. Changes to AI Features and to this AI Addendum

HarmonyHR may update AI Features, underlying models, provider stacks, technical methods, safety controls, product integrations, and this AI Addendum from time to time to reflect product development, legal requirements, provider changes, security needs, or operational needs.

HarmonyHR may change AI Providers, model versions, routing methods, moderation tools, or related suppliers in a commercially reasonable manner. HarmonyHR will update the Documentation to reflect material changes and, where a change materially reduces the functionality of AI Features included in Customer's then-current subscription or materially changes the processing posture of the AI Features, HarmonyHR will provide notice through Documentation updates, in-product notice, email, or another commercially reasonable method.

Continued use of the applicable AI Features after an updated AI Addendum becomes effective constitutes acceptance of the updated AI Addendum, except to the extent the principal agreement requires a different change-control process.

17. Contact, Interpretation, and Governing Law

For legal, privacy, or AI-related questions concerning this AI Addendum, Customer may contact HarmonyHR at info@harmonyats.org.

This AI Addendum will be interpreted consistently with the principal agreement, the DPA, and applicable Documentation. Headings are for convenience only and do not affect interpretation.

If any provision of this AI Addendum is held unenforceable, the remaining provisions will remain in effect to the fullest extent permitted by law. A failure to enforce any provision of this AI Addendum is not a waiver of future enforcement.