

Alpharun, Inc. Terms of Service

Last Updated: January 28, 2025

USING THIS AGREEMENT

If you signed a separate Cover Page to access the Product with the same account, and that agreement has not ended, the terms below do not apply to you. Instead, your separate Cover Page applies to your use of the Product.

This Agreement is between Alpharun, Inc. and the company or person accessing or using the Product. This Agreement consists of: (1) the Order Form and (2) the Key Terms, both of which are on the Cover Page below, and (3) the Common Paper [Cloud Service Agreement Standard Terms Version 1.1](#) (“Standard Terms”). Any modifications to the Standard Terms made in the Cover Page will control over conflicts with the Standard Terms. Capitalized words have the meanings or descriptions given in the Cover Page or the Standard Terms.

If you are accessing or using the Product on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company. By signing up, accessing, or using the Product, Customer indicates its acceptance of this Agreement and agrees to be bound by the terms and conditions of this Agreement.

Order Form

The key business terms of this Agreement are as follows:

Cloud Service	Alpharun AI recruiting platform
Subscription Start Date The date access to the Cloud Service starts	The date the Customer purchases a subscription plan in the Billing Settings of the Alpharun Platform.
Subscription Period Length of Cloud Service access	The period defined by the subscription plan the Customer purchases in the Billing Settings of the Alpharun Platform.
Non-Renewal Notice Period	At least 30 days before the end of the current Subscription Period.
Use Limitations	Based on the Customer's chosen subscription plan, usage may be limited by the number of interviews they can conduct per billing period. Each subscription plan has a set number of interviews included in their subscription. Certain advanced features such as integrations and API access are limited to some subscription plans.
SLA Service Level Agreement	Provider will use commercially reasonable efforts to provide and maintain the Cloud Service without excessive errors and interruptions. If Provider does not meet the SLA in two consecutive months or over three months in any 12-month period, then Customer may, as its only remedy, terminate this Order Form upon notice and receive a prorated refund of prepaid fees for the remainder of the Subscription Period.
Technical Support	Technical support will be provided by email on weekdays during the hours of 9:00 am through 5:00 pm Pacific time, with the exclusion of Federal Holidays (“Support Hours”). Customer may initiate a helpdesk ticket during Support Hours by emailing support@alpharun.com . Provider will use commercially reasonable efforts to respond to all helpdesk tickets within one (1) business day.
Cloud Service Fees	Cloud Service Fees include the Alpharun Platform Fee which depends on the subscription plan chosen by the Customer and provides access to the Alpharun Platform.
Payment Period Time frame for Customer to pay invoices	5 day(s) from the last day of the Subscription Period

Invoice Period How frequently Provider sends invoices	Provider will send invoices for the Platform Fee annually.
Customer	The company or person who accesses or uses the Product. If the person accepting this Agreement is doing so on behalf of a company, all use of the word "Customer" in the Agreement will mean that company.
Provider	Alpharun, Inc.
Effective Date The date the Agreement starts	The date Customer first accepts this Agreement.
General Cap Amount	The fees paid or payable by Customer to provider in the 12 month period immediately before the claim.
Governing Law	The laws of the State of California
Chosen Courts	The state or federal courts located in California
Notice Address	For Provider: support@alpharun.com For Customer: The main email address on Customer's account

Key Terms

The key legal terms of this Agreement are as follows:

Effective Date The date the Agreement starts	Date of last Cover Page signature
Covered Claims Claims covered by indemnity obligations	<p>Provider Covered Claims: Any action, proceeding, or claim that the Cloud Service, when used by Customer according to the terms of the Agreement, violates, misappropriates, or otherwise infringes upon anyone else's intellectual property or other proprietary rights.</p> <p>Customer Covered Claims: Any action, proceeding, or claim that (1) the Customer Content, when used according to the terms of the Agreement, violates, misappropriates, or otherwise infringes upon anyone else's intellectual property or other proprietary rights; or (2) results from Customer's breach or alleged breach of Section 2.1 (Restrictions on Customer).</p>
General Cap Amount Limitation of liability amount for most claims	The fees paid or payable by Customer to Provider in the 12 month period immediately before the claim.
Governing Law	The laws of the State of California
Chosen Courts Jurisdiction or where disputes are filed	The state and federal courts located in California

Attachments and Supplements

DPA

Data Processing Agreement

https://assets.alpharun.com/data_processing_agreement.pdf

Security Policy

Provider will use commercially reasonable efforts to secure the **Cloud Service** from unauthorized access, alteration, or use and other unlawful tampering.

See “Technical and Organizational Security Measures” in the Data Processing Agreement for more details.

Changes to Standard Terms

Publicity Rights

Modifying Section 14.7 of the Standard Terms

Provider may identify Customer and use Customer’s logo and trademarks on Provider’s website and in marketing materials to identify Customer as a user of the Product. Customer hereby grants Provider a non-exclusive, royalty-free license to do so in connection with any marketing, promotion, or advertising of Provider or the Product during the length of the Agreement.
