

Effective October 28, 2022

JOBCASE SERVICES AGREEMENT

This Jobcase Services Agreement (this “Agreement”) is made between Jobcase, Inc. (“Jobcase”) and Client, as named in an Order Form (as defined below) (“Client”). Jobcase and Client are referred to herein as a “Party” and together as the “Parties”. Terms and conditions specific to the Jobcase Services (as defined below) ordered by Client are set forth in the applicable Order Form between Client and the Jobcase affiliate offering the Jobcase Services as indicated on the Order Form. “Order Form” means any ordering document or an electronic order for Jobcase Services by or on behalf Client and accepted by Jobcase or its affiliate and includes any documents referred to as an Order Form and Service Purchase Order.

1. JOBCASE SERVICES

1.1 General. Jobcase is a technology company that together with its affiliates provides services that enable its customers and partners to access the Jobcase community and use the Jobcase Services through its website at www.jobcase.com (the “Jobcase Website”) and other sites owned or operated by Jobcase and its affiliates other than the Jobcase Website (collectively, such sites are referred to as the “Jobcase Network”).

1.2 Jobcase Services. As specified in an Order Form, Jobcase will promote content provided by or on behalf of Client on the Jobcase Website, the Jobcase Network and/or Distribution Channels (as defined below), including Client’s job listings (“Job Promotion”), Client’s brand content (“Brand Awareness”), articles, content and other engagement initiatives sponsored by Client (“Community Engagement”), and Client’s virtual or in-person hiring events (“Hiring Events”), and provide such other services as may be set forth in an Order Form (“Other Services” and collectively with Job Promotions, Brand Awareness, Community Engagement and Hiring Events, the “Jobcase Services”). Client will provide the content required for Job Promotion to Jobcase via an API feed, by posting to the Employer Center (as defined below), or as otherwise mutually agreed by the Parties. Client will provide to Jobcase the content needed to promote Brand Awareness, Community Engagement, Hiring Events and Other Services by email or through the Employer Center or as otherwise mutually agreed by the Parties. Unless otherwise specified in the Order Form, Jobcase Services shall expire twelve (12) months after purchase and Client will not be entitled to a refund for any unused or expired Jobcase Services.

1.3 Jobcase Features. From time to time, Jobcase may make available to Client certain features and functionalities, including access to and use of the Jobcase Employer Center (the “Employer Center”) for the creation of an employer hub, Job Promotions and Hiring Events and for access to data relating to Client’s use of the Jobcase Services (the “Jobcase Features”), subject to terms and conditions herein.

1.4 Order Forms. Each Order Form shall specify the Jobcase Services along with pricing and other terms and conditions to which the Parties may agree. All Order Forms are incorporated into this Agreement.

1.5 License to use Jobcase Services. Subject to the terms and conditions of this Agreement, Jobcase hereby grants Client a revocable, limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Jobcase Services solely for the purpose identified in an Order Form and in accordance with applicable law, which license automatically terminates upon the termination of the relevant Order Form. Jobcase may terminate the foregoing license immediately upon notice to Client in the event of any breach of the Agreement or any Order Form by Client.

1.6 Limitations. In addition to those otherwise set forth in this Agreement and any Order Form, the following limitations and restrictions shall apply to the Jobcase Services and Jobcase Features: (a) Client shall not provide access to the Jobcase Services and Jobcase Features to any person who is not an employee or contractor of Client; and (b) Client shall not use the Jobcase Services and Jobcase Features in any manner except as expressly permitted herein. Client shall (a) prevent unauthorized access to or use of the Jobcase Services and immediately notify Jobcase in writing of any such unauthorized access or use, and (b) use the Jobcase Services and Jobcase Features only in accordance with this Agreement. Client shall not, and shall not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms

of any of the Jobcase Services or Jobcase Features; (ii) change, modify, translate or create derivative works based on any of the Jobcase Services or Jobcase Features; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on any of the Jobcase Services or Jobcase Features; (iv) use any of the Jobcase Services or Jobcase Features for the benefit of a third party except as otherwise provided in this Agreement; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to any of the Jobcase Services, Jobcase Features or their related systems, hardware or networks or any content or technology incorporated in any of the foregoing; (vi) remove or obscure any proprietary notices or labels of Jobcase or its affiliates or suppliers on any of the Jobcase Services or Jobcase Features; (vii) provide any content, job listings or advertisements to Jobcase that contain or make reference to anything that is illegal, defamatory, obscene, or pornographic, that fail to comply with applicable laws, regulations and industry standards, that violate the Job Promotion Guidelines (as defined below), that violate the intellectual property or privacy rights of any third party, or otherwise that Jobcase, in its sole discretion, deems inappropriate or inconsistent with the purpose and intent of the Jobcase Services; (viii) use any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Jobcase Services or Jobcase Features in a manner that sends more request messages to the Jobcase servers than a human can reasonably produce in the same period of time by using a conventional browser; (ix) upload invalid data, viruses, worms, or other software agents through the Jobcase Services or Jobcase Features; (x) collect or harvest any personally identifiable information from the Jobcase Services or Jobcase Features, except as expressly permitted by the features of the Jobcase Services or Jobcase Features; and/or (xi) use the Jobcase Services or Jobcase Features for any commercial solicitation purposes.

1.7 Provision of Jobcase Services. Jobcase has absolute control and discretion with respect to the overall appearance, layout, design, and features of the Jobcase Website and the Jobcase Network, as well as the Jobcase Services and Jobcase Features, which are subject to change at any time without notice to Client. Unless otherwise specified in an Order Form, Jobcase will determine, in its sole and absolute discretion, how it will promote the Jobcase Services on the Jobcase Website, the Jobcase Network and third-party services, publishers, job boards and other entities in its distribution network (such third parties, collectively, the "Distribution Channels"). If Distribution Channels are included on the Order Form, Jobcase will make reasonable efforts to distribute Job Promotions to the Distribution Channels; provided, however, Client acknowledges and agrees that (A) Jobcase has no control over the Distribution Channels, (B) Jobcase cannot ensure that Client's Job Promotions will be accepted or promoted by any Distribution Channel, (C) Jobcase shall not be liable to Client or any third-party if Client's Job Promotion is rejected or not posted by any Distribution Channel, (D) Client may be required to accept terms and conditions imposed by any Distribution Channel, and (E) Client will not be entitled to any refund for Job Promotions not posted or distributed by any Distribution Channel. Further, except as set forth in an Order Form, Jobcase makes no guarantee as to the number or quality of candidates or applications that Client will receive as a result of Client's Job Promotions.

2. OWNERSHIP

2.1 Jobcase Intellectual Property Ownership; Reservation of Rights. Client acknowledges that Jobcase has expended substantial time, effort and funds to develop, create, compile, provide and deliver the Jobcase Services and Jobcase Features, as well as the various improvements, technologies, inventions, developments, ideas, and discoveries associated with the Jobcase Services and the Jobcase Features (the "Jobcase IP"). Client acknowledges and agrees that, as between the Parties, Jobcase retains all rights, title, and interest in and to the Jobcase IP, all copies or parts thereof (however produced) and all intellectual property rights therein. Client understands and agrees that Jobcase may use and disclose, in an aggregated format, any and all usage data derived or collected from Client's use of the Jobcase Services and Jobcase Features for Jobcase's commercial purposes, including to operate, manage, maintain, and improve Jobcase's products and services; provided that such aggregated data is not publicly identified as associated with Client, Client's campaigns, or Client's individual users. Nothing contained in the Agreement will or shall be deemed to convey to Client or to any other entity any ownership interest in or to any Jobcase IP. Client shall not acquire under the Agreement any license to use the Jobcase Services in excess of the scope and/or duration described in the applicable Order Form, except for the limited license rights expressly granted under this Agreement.

2.2 Other Intellectual Property Ownership; License to Client Intellectual Property. Except as otherwise expressly set forth herein, each of the Parties will retain and own all right, title, and interest in and to such Party's patents; copyrights and works of authorship, including marketing materials, job descriptions, documentation, and related graphic or text files (collectively, "Works"); trade secrets; and domain names, trademarks, service marks, trade dress, trade names, corporate names, and proprietary logos (collectively "Marks") and all other intellectual property supplied by or on behalf of such Party to the other Party in connection herewith. Neither Party will obtain or claim any right, title, or interest in or to the other Party's patents, Works, trade secrets, or Marks, or the intellectual property rights therein, except the right of use as specified herein or in the applicable Order Form, and the parties hereby acknowledge and agree that all such use will inure to the benefit of the respective owner. Notwithstanding anything in this Agreement or any Order Form to the contrary, and subject to the terms of this Agreement, Client hereby grants Jobcase the non-exclusive, worldwide, sublicenseable, royalty-free right and license to copy, distribute, post, display and use Client's Works and Marks solely as necessary for Jobcase to perform its obligations under this Agreement and any applicable Order Form.

2.3 Client Responsibilities. Client is solely responsible for interviewing, performing background and reference checks on, verifying information provided by, and selecting and hiring appropriate candidates in accordance with applicable laws and regulations. Additionally, Client is solely responsible for providing any information or content required by Jobcase to provide the Jobcase Services and retains any liability relating to any such content, including any content that may include any text, link, logo, video or image. Further, Client will ensure that (i) the content of Job Promotions will comply with applicable advertising standards applicable laws and regulations, including, but not limited to, employment and privacy laws, (ii) Client has the necessary rights to permit the publication and use of the content relating to the Job Services pursuant to the Agreement, (iii) content of Job Promotions shall comply with the Job Promotion Guidelines available at <https://jobcase.com/job-promotion-guidelines> as may be updated from time to time (the "Job Promotion Guidelines"), and (iv) Client has the authority to, and does hereby, grant permission to Jobcase to scrape or collect Job Promotions from applicable websites, to include in Job Promotions and any such scraping will not cause Jobcase to violate the rights of any third party. Client understands and agrees that Client is solely responsible for any liability arising out of publication of Job Promotions, content provided by or on behalf of Client ad material to which users can link through Job Promotions. Client acknowledges and agrees that Distribution Channels may require that Client agree to additional service policies in order to allow Client's Job Promotions to be distributed on or via their services, and Client hereby agrees to such additional service policies as required in connection with the Jobcase Services.

3. PAYMENT TERMS

3.1 Payment Terms. Jobcase will invoice Client in accordance with the Order Form and Client shall pay Jobcase such fees within thirty (30) days after the date of the invoice. Each of Jobcase's invoices will be deemed to be payable on the date of receipt and correct and acceptable to Client unless Client advises Jobcase of disputed items within ten (10) days after Client's receipt. If any past due payment has not been received by Jobcase within thirty (30) days after such payment is due, Jobcase may, in its sole and absolute discretion, suspend and/or terminate access to the Jobcase Services and Jobcase Features until such payment is made. If Jobcase does not receive payment from Client within thirty (30) days after such payment is due, then Jobcase has the right to charge a late fee of 1% of the outstanding amount each month (or the maximum amount allowed by law, if lower) that Jobcase does not receive payment.

3.2 Payment Information. All information that Client provides in connection with an Order Form or invoice must be accurate, complete, and current. Client agrees to pay all charges incurred or approved by users of any credit card, debit card, or other payment method used in connection with an Order Form ("Payment Method") at the prices in effect when such charges are incurred. In the event that Client provides a Payment Method for payment for any Jobcase Services, Client authorizes Jobcase and its affiliates and/or partners to charge the Payment Method for the applicable fees for the Jobcase Services, together with any applicable sales, use, excise, consumption or other similar tax applicable to the Jobcase Services. Client represents that Client and its employees are authorized to use the Payment Method on Client's behalf, and Client agrees to accept an electronic record of a receipt. If at any time Client's Payment Method will not accept the charge for fees due, Jobcase may suspend or terminate Client's access to such or all Jobcase Services and Client will continue to remain liable for the full payment for such Jobcase Services even after Client's access to the Jobcase Services has been terminated or suspended. By providing any Payment

Method, Client agrees that applicable information may be shared with third parties such as payment processors, credit agencies, and collection agencies for the purposes of checking Client's credit, effecting payment, collecting payments and late fees and enforcing this Agreement.

3.3 Payment Method Storage. Jobcase will store the payment credentials associated with the Payment Method for future use. By providing these credentials to Jobcase, Client consents to the storage and future use by Jobcase of these credentials for any payment obligations to Jobcase or any of its affiliates. Jobcase will notify Client if there are significant changes to its storage or future use of Client's payment credentials. Client's consent shall remain in effect until all payment obligations to Jobcase or any of its affiliates are satisfied in full.

3.4 Taxes. All amounts payable by Client to Jobcase under this Agreement are exclusive of any sales, use and other taxes or duties, however designated, including sales and use taxes (collectively "Taxes"). Client will be solely responsible for payment of any Taxes, except for those taxes based solely on the income of Jobcase. Client will not withhold any Taxes from any amounts due Jobcase unless Client provides Jobcase with an appropriate tax exemption certification or statement of exemption in a timely manner.

4. TERM

4.1 Term. This Agreement will commence on the Effective Date of the first Order Form signed and apply to all Order Forms. The term of each Order Form will commence on that Order Form's effective date and will continue as set forth therein. Except as otherwise expressly stated herein, upon any termination or expiration of this Agreement or of all Order Forms, all obligations of Jobcase to provide the Jobcase Services will cease, and Client will (i) cease the use of the Jobcase Services and Jobcase Features; and (ii) return or destroy all other copies or other embodiments of Jobcase's Confidential Information (as defined below). If either party is in material breach of the Agreement or any Order Form, the other party may terminate the Order Form and/or the Agreement, as applicable, by written notice to the breaching party, provided such breach is not cured within thirty (30) days following written notice by the non-breaching party of such breach, unless such breach is the failure by Client to pay for the Jobcase Services under the terms of the Agreement, in which case Client shall have ten (10) days to cure such breach following notice from Jobcase. Notwithstanding the foregoing, the Agreement or any Order Form may be terminated by Jobcase immediately upon written notice to Client if in Jobcase's good faith judgment any of the Jobcase Services, the Jobcase Features, or the Jobcase Confidential Information is being used or disclosed contrary to the Agreement or any Order Form. In the event the Agreement or an Order Form is terminated as a result of a breach, the non-breaching party shall, in addition to its rights of termination, be entitled to pursue all other remedies against the breaching party. Termination of the Agreement or any Order Form shall not relieve Client of its obligation to pay for the Jobcase Services under the Agreement or any Order Form. Client understands and agrees Client will not be entitled to receive any refunds for any prepaid Jobcase Services.

4.2 Survival. Sections 1.6, 2.1, 2.2, 3, 4, 5, 6, 7, 8, 9 and 10 of this Agreement shall survive the termination of this Agreement for any reason, in addition to any other provisions of the Agreement that are intended to survive termination.

5. CONFIDENTIALITY, JOBCASE CONSUMER DATA, SECURITY, DATA PRIVACY

5.1 Confidentiality Obligations. "Confidential Information" means any information or data, regardless of whether it is in tangible form, disclosed by or on behalf of either Party (the "Disclosing Party") that, given the nature of the information or circumstances surrounding its disclosure, should reasonably be understood to be the confidential or proprietary information of the other Party (the "Receiving Party"), subject to the exclusions below. The parties agree that Jobcase's Confidential Information includes the confidential, proprietary, and trade secret information of Jobcase, its affiliates, and their respective licensors and/or suppliers, which information includes, without limitation, (i) the Jobcase Services and Jobcase Features and the output thereof, (ii) the terms of this Agreement and any Order Form, and (iii) any copies or derivatives of such data or information.

5.2 Exclusions. Information will not be deemed "Confidential Information" if such information: (a) is known by the Receiving Party prior to receipt from the Disclosing Party or becomes known (independently of disclosure by the Disclosing Party) directly or indirectly from a source other than one

having an obligation of confidentiality to the Disclosing Party; (b) becomes publicly known, is intended for public dissemination or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; (c) was obtained from a third person that is not known by Receiving Party to be subject to any legal, contractual or fiduciary prohibition or obligation against disclosure; (d) is independently developed by the Receiving Party without violating any of its obligations under this Agreement; or (e) is or was disclosed with the prior written consent of the other Party. Each Party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a Party, and each Party agrees that it will use the Confidential Information of the other Party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party. Each Party shall strictly maintain the confidentiality of all Confidential Information of the other Party and use reasonable measures to protect the confidentiality of the other Party's Confidential Information. Notwithstanding any other provision of this Agreement, either Party may disclose the other Party's Confidential Information, in whole or in part (i) to its employees, consultants, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), who have a need to know such Confidential Information and who are informed of, and agree to abide by, Receiving Party's confidentiality obligations under the terms of this Agreement; (ii) as necessary to fulfill its obligations under this Agreement; and (iii) as required by law (in which case each party will provide the other with prior written notification thereof, and will provide such Party with a reasonable opportunity to contest such disclosure). In the event of any actual or threatened breach of the provisions of this Section, the non-breaching Party shall be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each Party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to, if requested in writing, promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify by a written statement under oath the return or destruction of all such Confidential Information and embodiments thereof.

5.3 Jobcase Consumer Data. The parties acknowledge and agree that the Jobcase Services may include the delivery, access, and sharing of information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked to a consumer or household, including an IP address or other information of any consumer who provided such information through the Jobcase Services owned by Jobcase and which Jobcase makes available to or for the benefit of Client in accordance with this Agreement ("Jobcase Consumer Data"). Jobcase hereby authorizes Client to access and use, in accordance with this Agreement, Jobcase's Privacy Policy, and applicable law, Jobcase Consumer Data only for the purpose of benefiting from the Jobcase Services for candidate recruitment. Client shall not sell or share Jobcase Consumer Data or collect, retain, use, process, aggregate, combine, analyze, share, make available, or disclose Jobcase Consumer Data for any purpose other than for the specific purposes set forth in this Agreement or otherwise outside the direct business relationship between the Parties; provided, however, if Client is accessing and using the Jobcase Services as an agent, service provider, or representative of end customer employers, Client may use the Jobcase Consumer Data for the sole purpose of disclosing such information to the end customer to ensure the accuracy of any fees or payments charged by Jobcase and shall promptly delete or destroy all copies of Jobcase Consumer Data as soon as such information is no longer necessary for the purpose of verifying the accuracy of Jobcase charges. Client may not use any means, whether automated or manual, to collect or obtain any other information via the Jobcase Services, the Jobcase Website, and the Jobcase Network that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

5.4 Privacy and Security Obligations. Each Party shall implement and maintain information security practices in accordance with standard industry practices for its systems used to provide or access the Jobcase Services or the Jobcase Consumer Data in accordance with applicable law and regulations, including reasonable security procedures and practices appropriate to the nature of the information processed, designed to prevent unauthorized access to, acquisition or destruction, or use or disclosure of, any Jobcase Consumer Data, as well as appropriate technical and organizational measures to ensure a level of security appropriate to the risk. Each Party shall maintain and display a privacy policy on its relevant websites with respect to Jobcase Consumer Data that complies with all applicable laws and industry

standards, and that discloses its data use, collection, processing, and retention practices and shall adhere to such policy. Client shall enter into and maintain agreements with its service providers that process Jobcase Consumer Data that comply with applicable law and regulations and prohibit each such service provider from engaging in the “sale” or “sharing” (as such terms are defined under applicable law) for purposes of cross-context behavioral advertising of any Jobcase Consumer Data.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Representations and Warranties. Client represents, warrants and covenants to Jobcase that: (a) Client owns or controls sufficient right, title and interest in and to its Job Listings and all other information or content transmitted to Jobcase, including through the Jobcase Services, so that the performance of the Jobcase Services and the distribution of such content by Jobcase does not and will not infringe or conflict with the rights of any third party; and (b) Job Listings and all other information or content transmitted by or on behalf of Client to Jobcase will not contain false or deceptive advertising, any virus, Trojan Horse, worm, or other malicious code, or content, or links to content, that is illegal, defamatory, obscene, or pornographic, and will comply with the Job Promotion Guidelines.

6.2 Compliance with Laws. Jobcase shall comply with all federal, state, and local laws, rules and regulations applicable to Jobcase as a provider of the Jobcase Services. Client shall comply with all federal, state, and local laws, rules and regulations applicable to Client’s access, receipt and use of the Jobcase Services and Jobcase Consumer Data. Jobcase reserves the right to revise, amend or supplement the terms or conditions or pricing under the Agreement and/or the Jobcase Services to meet any requirement imposed by federal, state, or local law, rule or regulation, a third-party supplier, or to address matters concerning privacy, confidentiality or security, upon reasonable notice to Client.

6.3 Disclaimer. EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN, THE JOBCASE SERVICES AND JOBCASE FEATURES ARE PROVIDED ON AN “AS-IS” BASIS AND JOBCASE DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. IN ADDITION, JOBCASE MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT, OR AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE JOBCASE SERVICES AND JOBCASE FEATURES. JOBCASE DOES NOT WARRANT, REPRESENT OR UNDERTAKE THE OPERATION OF THE JOBCASE SERVICES OR JOBCASE FEATURES TO BE UNINTERRUPTED OR ERROR-FREE, AND JOBCASE DOES NOT MAKE ANY WARRANTY OR REPRESENTATION REGARDING THE USE OR OUTPUT OF THE JOBCASE SERVICES OR JOBCASE FEATURES IN TERMS OF CORRECTNESS, ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY OR OTHERWISE, OR THAT THE JOBCASE SERVICES OR JOBCASE FEATURES WILL MEET CLIENT’S REQUIREMENTS.

7. LIMITATION OF LIABILITY; CONSEQUENTIAL DAMAGES WAIVER

7.1 LIMITATION OF LIABILITY. THE PARTIES AGREE THAT IN NO EVENT SHALL EITHER PARTY’S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT, OTHER THAN CLIENT’S PAYMENT OBLIGATIONS, EXCEED THE TOTAL FEES PAID OR PAYABLE BY CLIENT UNDER THE APPLICABLE ORDER FORM IN THE SIX (6) MONTH PERIOD PRECEDING THE CLAIM OR ACTION, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED. NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO CLAIMS ARISING FROM (A) A PARTY’S INDEMNITY OBLIGATIONS, AND (B) A PARTY’S CONFIDENTIALITY OBLIGATIONS, EACH PARTY’S LIABILITY SHALL BE LIMITED TO THE FEES PAID OR PAYABLE BY CLIENT UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM OR ACTION, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED.

7.2 CONSEQUENTIAL DAMAGES WAIVER. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCREASED DAMAGES, OR DAMAGES TO BUSINESS REPUTATION, DAMAGES ARISING FROM LOSS OF BUSINESS WITH THIRD PARTIES, OR LOSS OF PROFITS FROM TRANSACTIONS WITH THIRD

PARTIES, OR WILLFUL INFRINGEMENT BY THE OTHER PARTY, WHETHER ANY OF THE FOREGOING ARE FORESEEABLE OR NOT, AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES OR LOST PROFITS MIGHT ARISE.

8. INDEMNIFICATION

8.1 Jobcase Indemnity. Jobcase will defend or settle any claim brought against Client, its directors, officers, employees and representatives by a third party alleging that the Jobcase Services infringe such party's patent, copyright, trademark, or trade secret. Jobcase shall pay and indemnify any and all losses, damages, liability, costs, and expenses agreed upon in settlement or awarded by a court (including reasonable attorneys' fees) (collectively "Losses") arising out of such claim. With respect to claims described in this Section 8.1, Jobcase may obtain the right to continue providing the Jobcase Services, replace or modify the Jobcase Services so that they become non-infringing, or, if such remedies are not reasonably available, terminate the applicable Order Form and this Agreement without liability to Client for such termination and provide a pro rata refund of any prepaid and unused fees resulting from such termination. This Section will not apply if the alleged claim arises, in whole or in part, from: (a) a use or modification of the Jobcase Services by Client in a manner outside the scope of any right granted pursuant to this Agreement or any Order Form, or (b) a combination, operation, or use of the Jobcase Services with other software, hardware, or technology not provided by Jobcase if the claim would not have arisen but for the combination, operation, or use.

8.2 Client Indemnity. Client shall indemnify, defend, and hold harmless Jobcase and its directors, officers, employees, agents, affiliates, successors, and assigns from and against any Losses arising from or in connection with (a) Client's use of any Jobcase Consumer Data in violation of law or the rights of a third party, including any individuals, consumers or households to which the Jobcase Consumer Data relates, (b) any breach of any representation or warranty in this Agreement by Client or any user of the Jobcase Services, or (c) any violation of Section 1.6.

8.3 Notice of Claims. The indemnification obligations set forth in this Section are contingent on (a) prompt written notice by the indemnified Party to the indemnifying Party of any such claim, action or demand, provided, that any failure or delay in providing such notice shall not relieve the indemnifying Party of its obligations, except to the extent that the failure or delay actually and materially prejudices the indemnifying Party's defense of such claim, (b) sole control of the defense and settlement thereof by the indemnifying Party, and (c) reasonable cooperation of indemnified Party, at the indemnifying Party's expense, to facilitate such defense or settlement; provided, however, that the indemnifying Party will not consent to the entry of any judgment or enter into any compromise or settlement without the prior written consent of the indemnified Party.

9. DISPUTES

9.1 Informal Resolution. Other than a claim for a violation of Section 5 or for injunctive relief, before filing any litigation relating to this Agreement, a Party will provide written notice of the dispute to the other Party. Both Parties shall use good faith efforts to attempt to reach resolution of the dispute within (30) thirty days following the receipt of the notice. If this dispute is not resolved during such period, either Party may bring a proceeding before a court of law relating to such dispute in accordance with this Agreement.

9.2 Governing Law and Venue. This Agreement will be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. For all disputes arising out of or relating to this Agreement, each of Client and Jobcase consents and submits to the jurisdiction of the federal courts of Delaware in any such suit, action, or proceeding. The parties hereby waive, to the extent permitted by applicable law, any objection to the laying of venue of any such suit, action, or proceeding in any such court.

9.3 Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AND JOBCASE EACH WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT.

9.4 Class Action Waiver. CLIENT WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST JOBCASE OR ITS AFFILIATES AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHEN SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT CLIENT IS PERMITTED BY

LAW OR A COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST JOBCASE OR ITS AFFILIATES, CLIENT AGREES THAT: (I) IF CLIENT PREVAILS, CLIENT SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) CLIENT WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

10. GENERAL

10.1 Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding between the Parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, other than any existing purchase orders, order forms, statements of work and the like that have not been fulfilled. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. The Agreement incorporates all Order Forms and any other documents expressly incorporated herein or referenced in a document signed by Jobcase and Client with respect to the Jobcase Services. In the event of any conflicting or inconsistent terms, the following order of precedence applies: (a) the terms and conditions in an Order Form solely with respect to the Jobcase Services offered pursuant to such Order Form, (b) this Agreement, and (c) any other document which is incorporated into this Agreement. Jobcase reserves the right to modify or amend this Agreement at any time by posting a revised version of the Agreement on the Jobcase Website or by notifying Client in writing. An email or notice on the Jobcase Website or notice in Jobcase's customer portal constitutes a writing for purposes of this provision. Client's continued use of the Services after any such change constitutes Client's acceptance of the revised Agreement. If Client does not agree to any of the terms of this Agreement, Client must not use or access (or continue to access) the Jobcase Services. This Agreement applies to all persons and entities who use or access the Jobcase Services on behalf of Client and Client is liable for their actions or inactions.

10.2 Enforcement. Jobcase and its affiliates are beneficiaries of this Agreement may enforce the terms of this Agreement. Jobcase may appoint any affiliate to exercise any rights or perform any duties under this Agreement; provided, however, Jobcase shall be responsible to Client for its performance under this Agreement.

10.3 Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party; provided, however, either party may assign its rights or obligations under this Agreement to any of its affiliates after written notice to the other party, in the context of a merger, an acquisition, a change of control, or a sale or other transaction involving all or substantially all of the assets of the Party seeking to assign, so long as (a) the assigning Party is and remains responsible for the actions of such affiliates and (b) the assignment is not to a competitor of the other Party. Any permitted assignment shall be binding on the successors of the assigning Party.

10.4 No Joint Partnership. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither Party has any authority to bind the other Party.

10.5 Notices. Unless otherwise specified in this Agreement, all notices under this Agreement will be in writing and sent to (a) in the case of Jobcase, Jobcase, Inc. 201 Broadway, 6th Floor, Cambridge MA 02139 Attention: CFO with a copy to legal@jobcase.com, and (b) in the case of Client, the email or physical address set forth on the most recent Order Form or in the Employer Center, and will be deemed to have been duly given on the date of delivery.

10.6 Publicity; Brand Guidelines. Jobcase may mention Client and the relationship between Jobcase and Client in Jobcase's marketing collateral, websites, and other promotional and marketing materials, and, unless Jobcase notifies Client otherwise, Client may mention Jobcase and the relationship between Jobcase and Client in Client's marketing collateral, websites, and other promotional and marketing materials to identify Jobcase as the provider of the Jobcase Services and Client's relationship with Jobcase. Jobcase's trademark and other brand features are protected by applicable law, and Client may not use them without Jobcase's consent. Consent may be requested by emailing info@jobcase.com requesting such consent.

Jobcase

10.7 Force Majeure. Neither Party shall be liable by reason of any failure or delay in the performance of its obligations (except for payment obligations) hereunder for any cause beyond the reasonable control of such Party and which such Party is unable to overcome by the exercise of reasonable diligence, including an act of God, an act of war or terrorism, a riot, epidemic, fire, flood or other disaster, an act of government, a power outage, a telecommunications failure, or an interruption or failure of the Internet.