

## MASTER LICENSE AND SERVICES AGREEMENT TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms which are not otherwise defined in this Agreement are used with these meanings:

**Agreement** means this Master License and Services Agreement and Statement of Work Schedule and all Schedules and exhibits attached thereto. Any Schedule and/or exhibit not attached, shall be deemed incorporated by reference as if fully attached and set forth in the Agreement.

**Fees** mean the fees payable by Client to Vendor for the Products and Services (as hereinafter defined) as provided in the Schedules.

**Intellectual Property Rights** means any and all rights, titles, and interests, whether foreign or domestic, in and to any and all patents, copyrights, trademarks, service marks, and trade secrets, as well as any and all moral rights, rights of publicity and rights of privacy under the laws or regulations of any governmental, regulatory, or judicial authority, foreign or domestic.

**Products** mean all videos produced by Vendor including **Job Report Video**, a video for a job that shall be a sixty (60) second, **Candidate Expectation Video**, a video describing the Client's expectations for a role they are hiring that shall be up to a 2-minute video, and **Cultural Insight Video**, a video describing a Client's culture that shall be up to a 3-minute video, and Services including Hosting and Delivery, the hosting and delivering of video Products through Vendor's content delivery network that are assigned a unique video link and Text ID (SMS). The videos shall be dynamically delivered to both desktop and mobile devices as required. The Client shall receive the video link and Text ID for each hosted videos that can be placed into most online postings, web applications and Client web pages. The hosting will also include tracking metrics reports that will show the key metrics driving the Job Report Videos.

**Schedule(s)** means the document(s), including without limitation exhibits, if any, attached hereto and/or incorporated into this Agreement by reference setting forth the Products to be provided by Vendor to Client, including the term, the Fees payable and other applicable terms, as the same may be amended from time to time.

**Services** means the services set forth in the Schedules to be performed by Vendor for or on behalf of Client.

2. **VIDEO TECHNOLOGY AND/OR SERVICES.** The Agreement sets forth the general terms and conditions applicable to Products that may be provided by Vendor to Client. The Products to be provided will be defined in Schedules.

3. **TERM AND TERMINATION.** The initial term of this Agreement shall remain in effect for a period of three (3) months commencing as of the Effective Date. After the expiration of the initial term, the Agreement shall automatically renew for successive terms of six (6) months (the initial term and any renewal term, herein collectively referred to as the "Term") subject nevertheless to the termination provisions set forth and shall continue until terminated in accordance with the provisions of Section 3.2 of this Agreement. This Agreement may be terminated by either party providing written notice to the other party of its intention not to renew the Term of the Agreement no less than sixty (60) days prior to the end of any applicable Term. Anything contained herein to the contrary notwithstanding, in the event that a Schedule has a termination date later in time than the termination date of the Term of the Agreement, then the Agreement cannot be terminated and shall remain in full force and effect until the expiration date of the Term of the Schedule, at which date both the Agreement and the Schedule shall be deemed terminated. Either Party may terminate this Agreement, or any Schedule, if the other Party defaults in the performance of any material provision of this Agreement, or the applicable Schedule, which default is not cured within 30 days after written notice from the non-defaulting Party.

4. **FEES, PAYMENT AND TAXES.** Client shall pay Vendor the Fees as described in the Schedules. Client shall pay each invoice within 30 days of the invoice date. If any invoice is not paid when due, a late charge of 1½% per month, or the highest rate allowed by governing law, whichever is less, shall apply from the due date until paid in full. Client acknowledges that termination of this Agreement shall not terminate, diminish or otherwise affect Client's obligation to pay the Fees due under this Agreement for all Products and Services furnished through the date of termination. The Fees do not include any taxes, duties or other governmental charges (collectively "Taxes"), such as but not limited to sales, use, excise, value added taxes and any other tax of a similar nature. Client shall pay all Taxes levied or imposed by any governmental authority in connection with the Products and or Services, but excluding taxes that are imposed on Vendor's net income.

5. **CONFIDENTIALITY.** Each Party may receive from the other Party information that relates to the disclosing Party's business, research, development or trade secrets, mailing lists, customer data, and marketing/advertising plans and/or content ("Confidential Information"). Confidential Information shall also include the terms of this Agreement. Each Party agrees to use at least the same degree of care to prevent disclosing to other persons the Confidential Information of the other Party as such Party utilize to protect its own Confidential Information, but not less than reasonable care. Each Party further agrees not to disclose or permit any other person or entity access to the other Party's Confidential Information, except such disclosure or access shall be permitted to (i) employees, agents, representatives or independent contractors of such Party requiring access in order to perform his or her employment or services as they relate to the Products and Services provided herein, and (ii) counsel, accountants and other professionals providing services to the respective Parties. Each Party shall insure that its employees, agents, representatives, and independent contractors are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Section. A Party shall

immediately notify the other Party in writing of all circumstances surrounding any possession, use or knowledge of Confidential Information by any person or entity other than those authorized by this Agreement. Confidential Information shall not include, information of the other Party which (i) the receiving Party rightfully possessed before it received such information from the other Party and the receiving Party gives the other Party prompt written notice thereof upon receipt of the Confidential Information and can substantiate its right to the Confidential Information from its book and records maintained in the ordinary course of its business; (ii) subsequently becomes publicly available through no fault of the receiving Party; (iii) is subsequently furnished to the receiving Party by a third Party without restrictions on disclosure; or (iv) is required to be disclosed by law, provided that the receiving Party will use reasonable efforts to notify the other Party in sufficient time prior to disclosure to permit the disclosing Party to seek appropriate protective orders or the like. Upon the expiration or termination of this Agreement, each Party shall, upon request of the other Party, return or destroy all Confidential Information of the other Party, but in either case, as to any such Confidential Information that is stored on a hard drive or other form of electronic media, will be permanently deleted. In the case of destruction, the receiving Party shall certify such destruction to the disclosing Party within thirty (30) days following request for such certification. Provided, however, that a Party may have its counsel retain in the counsel's legal files for archival purposes one (1) copy of the Confidential Information, subject nevertheless to counsel's retaining such Confidential Information subject to all of the terms and conditions of this Section 5 ("Confidential Information"). Both parties acknowledge that, if a Party breaches (or attempts or threatens to breach) its obligations under this Section, the non-breaching Party will suffer irreparable harm. Accordingly, the parties agree that the non-breaching Party shall be entitled to injunctive relief against the breaching Party, its officers or employees and such other rights and remedies to which the non-breaching Party may be entitled to at law, in equity or under this Agreement for any violation of this Section.

**6. INTELLECTUAL PROPERTY RIGHTS.** Vendor shall be the sole and exclusive owner of all right, title and interest in and to the Products and Services and all intellectual property contained therein including ownership of all videos produced. Nothing in this Agreement shall be deemed to grant to one Party ownership rights or any other Intellectual Property Rights in any materials owned by the other Party.

**7. INDEMNIFICATION.** Both parties shall indemnify, defend, and hold harmless Client from and against any and all claims by any third party and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' fees and expenses incurred in investigation or defense ("Damages"), to the extent caused by: (a) the gross negligence or willful misconduct of Vendor or its representatives in the performance of the party's obligations under this Agreement; or (b) party's violation of laws or infringement of Intellectual Property Rights in the performance of this Agreement.

**8. LIMITED WARRANTY; LIMITATION OF LIABILITY.** Neither Vendor nor any of its information or service providers assures or warrants or assumes any liability for the correctness, comprehensiveness or completeness of any Product. Client has 14 days after receipt of each Product to inspect it and notify Vendor of any problems or mistakes in connection with the processing, packaging or shipping and handling of any Product or Service. If Vendor has made a mistake, then Vendor will correct the mistake at no additional charge. If Client does not notify Vendor within 14 days of receipt of the Product or Service that there is a problem or mistake, the Product or Service will be deemed to be acceptable to the Client. EXCEPT FOR WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT OR A SCHEDULE, VENDOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION, TO CLIENT OR TO ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING THE MERCHANTABILITY, SUITABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE (IRRESPECTIVE OF ANY PREVIOUS COURSE OF DEALINGS BETWEEN THE PARTIES OR CUSTOM OR USAGE OF TRADE), OR RESULTS TO BE DERIVED FROM THE USE OF ANY PRODUCTS, SOFTWARE, SERVICES, HARDWARE OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. VENDOR ADDITIONALLY MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

NEITHER VENDOR NOR ITS SUPPLIERS SHALL BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OR "COSTS OF COVER" (INCLUDING, WITHOUT LIMITATION, COSTS OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES) WHICH ARISE OUT OF THE PURCHASE, SALE AND/OR USE OF THE PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY OF SUCH DAMAGES ARISING OUT OF OR IN CONNECTION WITH MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, DEFECTS, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, OR CLAIMS OF THIRD PARTIES, WHETHER SUCH DAMAGES ARE ASSERTED IN AN ACTION BROUGHT IN CONTRACT, IN TORT OR PURSUANT TO SOME OTHER THEORY OF LAW OR EQUITY AND WHETHER THE POSSIBILITY OF SUCH DAMAGES WAS MADE KNOWN OR WAS FORESEEABLE. EXCLUDING VENDOR'S OBLIGATIONS UNDER SECTION 7 ("INDEMNIFICATION") OR VENDOR'S BREACH OF SECTION 5 ("CONFIDENTIALITY"), CLIENT FURTHER ACKNOWLEDGES THAT VENDOR'S MAXIMUM AGGREGATE LIABILITY TO CLIENT UNDER ANY LEGAL THEORY (INCLUDING NEGLIGENCE) FOR DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF THE USE BY CLIENT OF ANY OF THE VENDOR'S SOFTWARE LICENSES, THE USE OF WHICH BY CLIENT WAS GRANTED HEREIN, AND/OR USE OF THE PRODUCTS OR SERVICES WILL NOT IN ANY EVENT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CLIENT DURING THE 12 MONTH PERIOD PRIOR TO THE DATE OF THE EVENT GIVING RISE TO SUCH CLAIM.

**9. GENERAL.**

**9.1 Relationship of the Parties and Notices.** Vendor is serving as an independent contractor to Client under this Agreement. Nothing in this Agreement shall be deemed or construed to create the relationship of partnership or joint venture between the Parties. Neither Party has any authority to enter into any contract or create any obligation or liability on behalf of or binding upon the other Party. Any notices to be given hereunder to any other Party, including any notice of a change of address, shall be in writing and shall be deemed validly given if (a) delivered personally; (b) sent by overnight or second day express delivery service; (c) sent by registered or certified mail, postage

prepaid, return receipt requested; or (d) sent by confirmed facsimile transmission, and addressed to such Party at the address or facsimile number indicated on the Master License and Services Agreement for such Party as set forth below or at such other address as a Party may indicate in a written notice to the other Party:

**9.2 Schedules and Attachments/Resolution of Conflict.** Vendor shall not be responsible for providing Services or delivering Products until a Schedule for such Products and Services has been executed by the authorized representatives of the Parties. The Schedule(s) attached to this Agreement are hereby incorporated by reference. Following execution of this Agreement, certain additional Schedules may be expressly agreed upon by the Parties whereupon such Schedules shall become part of this Agreement and incorporated herein by reference, as if fully set forth herein. In the event of any conflict between the terms of this Agreement and any Schedule, the Schedule shall control. In the event of any conflict between the terms of any Schedule and any attachment to such Schedule, the Schedule shall control except where the Schedule has been expressly amended in such attachment.

**9.3 Assignment, Waiver and Force Majeure.** Neither Party may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld. This Agreement shall bind and benefit the permitted successors of the Parties. No term or provision hereof shall be deemed waived and no breach consented to or excused, unless such waiver, consent or excuse is in writing and signed by the Party claiming to have waived, consented or excused. If either Party consents to, waives or excuses a breach by the other Party, that shall not constitute a consent to, waiver of or excuse of any other or subsequent breach. Vendor shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond its control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, earthquakes, fire, floods, accidents, strikes, shortages of transportation facilities, fuel, energy, labor or materials or failures of telecommunications or electrical power supplies.

**9.4 Non-Solicitation, Governing Law and Jurisdiction.** During the Term of this Agreement and for a period not to exceed 12 months after the end of the Term Vendor and Client shall not directly or indirectly solicit for employment any person employed by the other Party during such time periods, without the other Party's consent. The validity, performance, and enforcement of this Agreement, unless expressly provided to the contrary, shall be governed by the laws of the State of Illinois, without giving effect to the principles of conflicts of law of such State. The parties agree to sole jurisdiction and venue of the state and federal courts located in Cook County, Illinois, and each party hereby consents to the jurisdiction of such courts over itself in any action relating to this.

**9.5 Survival, Severability, Counterparts, Entire Agreement and Amendment.** The provisions of Sections 4, 5, 6, 7, 8, 9 and 10 shall survive any expiration or termination of this Agreement. If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall be construed as if such invalid or unenforceable provision had never been a part of this Agreement but in a manner so as to carry out as nearly as possible the Parties' original intent. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which shall together constitute one and the same agreement, and shall become effective when signed by each of the Parties hereto and delivered to the other Party in person or by facsimile or other reliable electronic means. The Parties agree that this Agreement, once validly executed, may be stored by electronic means and that either an original or an electronically stored copy of this Agreement can be used for all purposes, including in any proceeding to enforce the rights and/or obligations of the Parties to this Agreement. This Agreement represents the entire understanding of the Parties with respect to the subject matter hereof and merges all prior communications, understandings, and agreements, whether written or oral. This Agreement shall not be modified except by a subsequently dated written amendment to this Agreement, signed on behalf of both Parties by their duly authorized representatives.

#### **10.0 Video Technology Schedule Additional Provisions**

**10.1 Obligations of Client.** Client will provide data to Vendor, within 5 business days of the signed date of the Schedule, required in creating the copy for the Video Job Report & Cultural Insight Video using a job report form to be provided by Vendor or by email. Failure of Client to provide such information may result in a delay in JSTN completing its services. If Client does not provide the required data for the Video Job Reports, Vendor may pull, at its discretion, job postings from the Client's website in order to start the production of the videos.

**10.2 Ownership and Use Rights.** In addition to, and not in derogation of the provisions set forth in Section 6 of the Agreement, all software, products, materials, tools, data, methodologies and work product provided, or produced by Vendor in performing its obligations under this Agreement, including, but not limited to all videos and data produced and/or provided by Vendor, shall remain the exclusive property of Vendor. Vendor may at its option, elect to furnish any of the videos it has produced to media sites other than those selected by the Client in order to enhance the number of job applications filled out. Client has the right to use the videos, data and services provided by Vendor only during the Term of this Agreement, and solely for the recruitment of job candidate(s) for employment with Client. Upon Termination of this Agreement, Client shall discontinue using any videos produced by Vendor under this Agreement. Vendor shall only use such videos or other work product in connection with its performance under this Agreement. Any artwork, graphics, images, or other content and/or materials provided by the Client to Vendor for creation of the videos (the "Client's Materials") shall remain the exclusive property of Client, and Client Materials can only be used by Vendor in connection with this Agreement and for the specific Products and Services purchased hereunder. Vendor shall not have the right to use the Client's trade name, service marks, trademarks, logos, or Client's Materials except as specifically set forth herein; provided, however that Vendor may use the Client's trade names, service marks, trademarks and logos in any advertisement or other literature, including press releases, issued by Vendor in order to promote its Products and Services. All Client Material provided by Client to Vendor will be accurate, complete and clearly identify the nature and requirements of the employment position.