



General Terms and Conditions

Effective December 5, 2019

PLEASE READ THESE GENERAL TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE USING THE SERVICES OFFERED BY CLEARCOMPANY, INC. ("CLEARCOMPANY"). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH CLEARCOMPANY WHICH REFERENCE THESE TERMS, YOU ("SUBSCRIBER") AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE "AGREEMENT") TO THE EXCLUSION OF ALL OTHER TERMS. IN ADDITION, ANY ONLINE ORDER FORM WHICH YOU SUBMIT VIA CLEARCOMPANY'S STANDARD ONLINE PROCESS AND WHICH IS ACCEPTED BY CLEARCOMPANY SHALL BE DEEMED TO BE MUTUALLY EXECUTED. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. ACCESS TO THE SERVICES

1.1 For each Order Form, subject to Subscriber's compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth on the applicable Order Form) ClearCompany grants Subscriber the right to use the ClearCompany service(s) specified in such Order Form (collectively, the "Service") during the applicable Order Form Term (as defined below) for the internal business purposes of Subscriber, only as provided herein and only in accordance with ClearCompany's applicable official user documentation for such Product (the "Documentation").

2. IMPLEMENTATION

2.1 Upon payment of any applicable fees set forth in each Order Form, ClearCompany agrees to use reasonable commercial efforts to provide implementation assistance for the Service only if and to the extent such assistance is set forth on such Order Form ("Implementation Assistance").

2.2 If ClearCompany provides Implementation Assistance in excess of any agreed-upon

hours estimate, or if ClearCompany otherwise provides additional services beyond those agreed in an Order Form, Subscriber will pay ClearCompany at its then-current hourly rates for consultation.

3. SUPPORT; SERVICE LEVELS

3.1 ClearCompany will provide support and uptime for the Service in accordance with the support package selected by Subscriber on the applicable Order Form (if any).

4. SERVICE UPDATES

4.1 From time to time, ClearCompany may provide upgrades, patches, enhancements, or fixes for the Services to its subscribers generally without additional charge ("Updates"), and such Updates will become part of the Services and subject to this Agreement; provided that ClearCompany shall have no obligation under this Agreement or otherwise to provide any such Updates. Subscriber understands that ClearCompany may cease supporting old versions or releases of the Services at any time in its sole discretion; provided that ClearCompany shall use commercially reasonable efforts to give Subscriber sixty (60) days prior notice of any major changes.

5. RESTRICTIONS

5.1 Subscriber will not (and will not allow any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Service for the benefit of a third party; (v) use the Service for timesharing or service bureau purposes or otherwise for the benefit of a third party (excepting Subscriber's end users); (vi) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof, or (vi) use the Service to build an application or product that is competitive with any ClearCompany product or service; (vii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (viii) bypass any measures ClearCompany may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service).

5.2 Subscriber is responsible for all of Subscriber's activity in connection with the Service, including but not limited to uploading Subscriber Data (as defined below) onto the Service. Subscriber (i) will use the Service in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Subscriber's use of the Service (including those related to data privacy, such as the Children's Online Privacy Protection Action ("COPPA") and the General Data Protection Regulation ("GDPR"), international communications, export laws and the transmission of technical or personal data laws), and (ii) will not use the Service in a manner that violates any third party intellectual property, contractual or other proprietary rights.

6. SUBSCRIBER DATA

6.1 For purposes of this Agreement, "Subscriber Data" shall mean any data, information or other material provided, uploaded, or submitted by Subscriber to the Service in the course of using the Service. ClearCompany regards all documents sent, received, and stored in the System as the property of the Subscriber and will provide archival copies upon request. Subscriber shall retain all right, title and interest in and to the Subscriber Data, including all intellectual property rights therein.

6.2 Subscriber, not ClearCompany, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Subscriber Data. ClearCompany shall use commercially reasonable efforts to maintain the security and integrity of the Service and the Subscriber Data. ClearCompany is not responsible to Subscriber for unauthorized access to Subscriber Data or the unauthorized use of the Service unless such access is due to ClearCompany's gross negligence or willful misconduct. Subscriber is responsible for the use of the Service by any person to whom Subscriber has given access to the Service, even if Subscriber did not authorize such use.

6.3 Subscriber agrees and acknowledges that Subscriber Data may be irretrievably deleted if Subscriber's account is ninety (90) days or more delinquent. Notwithstanding anything to the contrary, Subscriber acknowledges and agrees that ClearCompany may (i) internally use and modify (but not disclose) Subscriber Data for the purposes of (A) providing the Service to Subscriber and (B) generating Aggregated Anonymous Data (as defined below), and (ii) freely use and make available Aggregated Anonymous Data for ClearCompany's business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing ClearCompany's products and services). "Aggregated Anonymous Data" means data submitted to, collected by, or generated by ClearCompany in connection with Subscriber's use of the Service, but

only in aggregate, anonymized form which can in no way be linked specifically to Subscriber.

7. DATA RETENTION

7.1 Subscriber is entitled to unlimited data storage and retention for a period of two years from the date such data is submitted into the system. Data two or more years old is subject to archival and removal from active management, with backup copies provided to Subscriber, or may be retained in the system at no charge subject to a capacity quota of 100GB of data. Subscribers wishing to retain active data in excess of these quotas must pay a charge of \$1.00/5 GB per year for data retention. Subscribers exceeding retention quotas shall be notified and given 30 days to select an archival backup or purchase additional capacity as detailed above.

7.2 Subscriber may request a backup of data stored by ClearCompany once per calendar quarter. ClearCompany will, within 30 days of receiving such a request, provide Subscriber with a copy of all resumes received and stored in the System. All reports and backups may be delivered electronically to subscriber once per quarter, and again in the event of termination of this Agreement. Resumes will be in either the source format or HTML. Structured database backups including parsed resume output in table or HR-XML format, as well as requisition information, will be provided subject to a one-time report setup fee to be quoted upon request by ClearCompany.

7.3 If ClearCompany introduces a Subscriber self-service data archiving capability providing substantially similar capabilities, it shall be deemed to have satisfied the obligations described herein. In the event of termination, ClearCompany shall not be required to maintain former subscribers' data in a usable format after a backup has been provided in accordance with the terms above, or after 6 months after the date of termination if no backup request has been received by that time. Subscriber acknowledges that ClearCompany may continue to retain data for operational or technical reasons after termination of the agreement. The confidentiality provisions in this section shall survive any termination and continue until such data has been deleted or otherwise destroyed.

8. OWNERSHIP

8.1 Except for the rights expressly granted under this Section 7, ClearCompany retains all right, title, and interest in and to the Service (and all data, software, products, works, and other intellectual property created, used, or provided by ClearCompany for the

purposes of this Agreement, including any copies and derivative works of the foregoing). Any software which is distributed or otherwise provided to Subscriber hereunder (including without limitation any software identified on an Order Form) shall be deemed a part of the Service and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement.

8.2 To the extent Subscriber provides ClearCompany with any feedback relating to the Service (including, without limitation, feedback related to usability, performance, interactivity, bug reports and test results) ("Feedback"), Subscriber shall, and hereby does, grant to ClearCompany a nonexclusive, worldwide, perpetual, irrevocable, transferable, sub-licensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Feedback, even if designated as confidential by Subscriber, shall not create any confidentiality obligation for ClearCompany notwithstanding anything else. Nothing in this Agreement will impair ClearCompany's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Subscriber may develop, produce, market, or distribute.

9. PROFESSIONAL SERVICES

9.1 ClearCompany may from time to time perform Professional Services as agreed upon by the parties. Such Professional Services may be set forth either (i) in an Order Form and (ii) in a separate mutually executed Statement of Work which references this Agreement (each an "SOW," which upon mutual execution, will be incorporated into and form a part of this Agreement), that shall include the scope of implementation of services, the anticipated schedule, the fee structure, and the deliverables (if any) to be provided as part of the Professional Services.

10. CREDIT INQUIRIES AND CREDIT REPORTING

10.1 ClearCompany is authorized to check the Subscriber's credit for the purposes of determining credit worthiness at the time of this service agreement or thereafter in connection with the same transaction. ClearCompany is further authorized to provide history information to others about ClearCompany's credit experience with Subscriber, including outside collection agencies and outside counsel.

11. PAYMENT OF FEES

11.1 Subscriber will pay ClearCompany the fees as set forth in each Order Form and each applicable SOW ("Fees"). ClearCompany will invoice Subscriber for any applicable setup fees plus the first annual payment as of the Order Form Billing Start Date ("Billing Start Date") unless otherwise specified. Implementation services shall be extended upon receipt of initial required payment.

11.2 ClearCompany reserves the right at any time to establish specific billing terms for each Subscriber based upon ClearCompany's assessment of a Subscriber's credit worthiness in ClearCompany's sole discretion, including without limitation, requiring advance payment for services. Unless otherwise specified in an Order Form, all Fees will be invoiced in advance and all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice.

11.3 The Fees for each renewal term are subject to an annual increase not to exceed the Current Order Form List Price ("List Price"). We will provide notice of such increase in Fees at least 90 days prior to the end of the current term, and the increase will be effective upon renewal.

11.4 For any Service for which fees are billed in arrears, ClearCompany will invoice Subscriber following completion of the Service.

11.5 Unpaid invoices are subject to a finance charge of 1.5% per month or the maximum permitted by law, whichever is lower, plus all expenses of collection. Subscriber shall be responsible for all (i) taxes associated with Fees other than taxes based on ClearCompany's net income, and (ii) ClearCompany's costs of collection in the event of Subscriber's delinquent payment. All Fees paid are non-refundable (except as otherwise expressly set forth in the applicable Order Form or applicable SOW) and not subject to set-off.

12. TERM; TERMINATION

12.1 Subject to earlier termination as provided below, this Agreement shall commence on the Subscription Start Date ("Effective Date") set forth in the first Order Form. If no Order Form has been mutually executed by the parties within one (1) year of the Effective Date, this Agreement shall automatically terminate.

12.2 Upon execution of an Order Form, the Term shall continue, and shall last until the expiration of all Order Form Terms. For each Order Form, unless otherwise specified therein, the "Order Form Term" shall begin as of the subscription start date set forth on such Order Form, and unless earlier terminated as set forth herein, (a) shall continue for the initial Agreement Term specified on such Order Form (the "Order Form Initial Term"), and (b) following the Order Form Initial Term, shall automatically renew for additional successive periods of equal length to the Order Form Initial Term (each, an "Order Form Renewal Term") unless either party notifies the other party in writing of such party's intention not to renew no later than ninety (90) days prior to the expiration of the Order Form Initial Term or then-current Order Form Renewal Term, as applicable.

12.3 In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days (ten (10) days in the case of non-payment) of receipt of such notice.

12.4 Without limiting the foregoing, ClearCompany may suspend or limit Subscriber's access to or use of the Service if (i) Subscriber's account is more than sixty (60) days past due, or (ii) Subscriber's use of the Service results in (or is reasonably likely to result in) damage to or material degradation of the Service which interferes with ClearCompany's ability to provide access to the Service to other subscribers; provided that in the case of subsection (ii): (a) ClearCompany shall use reasonable good faith efforts to work with Subscriber to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, ClearCompany shall use commercially reasonable efforts to provide notice to Subscriber describing the nature of the damage or degradation; and (c) ClearCompany shall reinstate Subscriber's use of or access to the Service, as applicable, if Subscriber remediates the issue within thirty (30) days of receipt of such notice.

12.5 Upon termination of this Agreement, all rights granted herein and in each Order Form to Subscriber will terminate and Subscriber will make no further use of the Services. The following provisions will survive termination of this Agreement: Sections 5-8, 10-17.

13. CONFIDENTIALITY

13.1 During the term of this Agreement, each party (a "Disclosing Party") may provide

the other party (a "Receiving Party") with confidential and/or proprietary materials and information ("Confidential Information"). All proprietary data not released publicly via a job posting, advertising campaign, or other means, will be regarded as confidential and will not be shared with or released to any party other than Subscriber without authorization by an appropriate employee or officer of Subscriber. Subscriber authorizes ClearCompany to publicly release information contained in job advertisements and other communications to third parties on its behalf via the use of explicit features in the system for dissemination of such information. Subscriber acknowledges that ClearCompany shall not be held liable for any uses of data by third parties where that data was either (a) provided to the third party with Subscriber's permission; or (b) published in a public forum such as on the Subscriber's career website. In these cases, ClearCompany's responsibility shall be limited to providing reasonable technical support and liaison. For the avoidance of doubt, the Service and terms of this Agreement are Confidential Information of ClearCompany. Receiving Party shall maintain the confidentiality of the Confidential Information and will not disclose such information to any third party without the prior written consent of Disclosing Party. Receiving Party will only use the Confidential Information internally for the purposes contemplated hereunder.

13.2 The obligations in this Section 13 shall not apply to any information that: (i) is made generally available to the public without breach of this Agreement, (ii) is developed by the Receiving Party independently from the Disclosing Party's Confidential Information, (iii) is disclosed to Receiving Party by a third party without restriction, or (iv) was in the Receiving Party's lawful possession prior to the disclosure to the Receiving Party and was not obtained by the Receiving Party either directly or indirectly from the Disclosing Party. Receiving Party may disclose Confidential Information as required by law or court order; provided that, Receiving Party provides Disclosing Party with prompt written notice thereof and uses its best efforts to limit disclosure.

13.3 At any time, upon Disclosing Party's request, Receiving Party shall return to Disclosing Party all Disclosing Party's Confidential Information in its possession, including, without limitation, all copies and extracts thereof. Notwithstanding the foregoing, (a) Receiving Party may disclose Confidential Information to any third-party to the limited extent necessary to exercise its rights, or perform its obligations, under this Agreement; provided that, all such third parties are bound in writing by obligations of confidentiality and non-use at least as protective of the Disclosing Party's Confidential Information as this Agreement and (b) all Feedback shall be solely ClearCompany's "Confidential Information."

14. DISCLAIMER

14.1 THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND CLEARCOMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. CLEARCOMPANY DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE.

15. LIMITATION OF LIABILITY

15.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, NEITHER PARTY, SHALL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR ANY: (A) ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICE, OR TECHNOLOGY, OR LOSS OF BUSINESS; (B) INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; (C) MATTERS BEYOND SUCH PARTY'S REASONABLE CONTROL; OR (D) AMOUNTS IN THE AGGREGATE THAT EXCEED THE FEES PAID OR PAYABLE BY SUBSCRIBER TO CLEARCOMPANY DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION ACCRUES.

16. INDEMNITY

16.1 Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to any claim that (i) the Subscriber Data or Subscriber's use of the Service (in the case of Subscriber as Indemnitor), or (ii) the Service (in the case of ClearCompany as Indemnitor), infringes, violates, or misappropriates any third party intellectual property or proprietary right.

16.2 Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (ii)

the option to assume sole control over the defence and settlement of any claim (provided that the Indemnitee may participate in such defence and settlement at its own expense); and (iii) reasonable information and assistance in connection with such defence and settlement (at the Indemnitor's expense).

16.3 The foregoing obligations of ClearCompany do not apply with respect to the Service or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by ClearCompany (including without limitation any Subscriber Data), (ii) made in whole or in part in accordance to Subscriber specifications, (iii) modified after delivery by ClearCompany, (iv) combined with other products, processes or materials not provided by ClearCompany (where the alleged Losses arise from or relate to such combination), (v) where Subscriber continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Subscriber's use of the Service is not strictly in accordance herewith.

17. NON-SOLICITATION

17.1 Until one (1) year after termination of this Agreement, Subscriber will not encourage or solicit any employee or consultant of ClearCompany to leave ClearCompany for any reason.

18. MISCELLANEOUS

18.1 The parties will comply with the additional term and conditions (if any) set forth in each Order Form or any applicable SOW. 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. This Agreement is not assignable or transferable by a party except with the other party's prior written consent; provided that, a party may transfer and assign its rights and obligations under this Agreement without consent to a successor to all or substantially all of its assets or business to which this Agreement relates. This Agreement (together with all Order Forms and all SOWs) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No agency, partnership, joint venture, or employment is created as a result of this Agreement. All

notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the signature blocks below or on an applicable Order Form. Either party may update its address set forth above by giving notice in accordance with this section. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and that exclusive jurisdiction and venue for any litigation shall be federal or state courts located in Boston, Suffolk County, Massachusetts. Subscriber agrees to pay all costs of collection, including without limitation reasonable attorney's fees, in the event ClearCompany refers the subscriber's account for collection.

18.2 Subscriber agrees to participate in press announcements, case studies, trade shows, or other forms reasonably requested by ClearCompany. ClearCompany may use Subscriber's name and logo to identify Subscriber as a ClearCompany subscriber on its website and in other marketing materials. Subscriber agrees that ClearCompany may create a case study and/or issue a press release within 90 days of execution of this Agreement concerning Subscriber's use of the Service. These materials will be statements of facts about the relationship between Subscriber and ClearCompany and will also constitute an endorsement. ClearCompany will not publicly distribute final versions of such documents without Subscriber's prior written consent. Subscriber further consents to the use of Subscriber's name in ClearCompany's marketing and sales materials, including on its website.