

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCEPTING A PRICING PROPOSAL AND/OR AN ORDER FORM INCORPORATING THIS AGREEMENT, YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF AND AGREEING TO BE BOUND BY THIS AGREEMENT.**

- 1. Right to Access Proprietary Software.** Subject to the Terms and Conditions of this Agreement (the "Agreement") and the Pricing Proposal associated with this Agreement and subject to any and all Pricing Proposals executed in the future by both parties, BRYT SOFTWARE hereby grants to the COMPANY a limited, non-transferable, non-exclusive right to access and use BRYT SOFTWARE's proprietary software as a service ("SOFTWARE") by the specified number of authorized users via a web browser as a hosted service ("SERVICES"). BRYT SOFTWARE will host and retain physical control over the SOFTWARE and make such computer programs and code available only through the Internet for access, use and operation through a web-browser (e.g., Internet Explorer). This Agreement shall not obligate BRYT SOFTWARE to deliver or otherwise make available to the COMPANY any copies of SOFTWARE, computer programs, object code or source code.
- 2. Authorized Users, Accounts and Passwords.** The number and type of authorized users is set forth in the Pricing Proposal. The COMPANY is solely responsible for coordination of user identification and password change management and shall assign a unique user account name and password to each authorized user (collectively, the "User ID") for access to, and use of, the SOFTWARE. The COMPANY acknowledges and agrees that (a) the SOFTWARE license is not a concurrent user license, (b) each User ID may be used by one named individual only; User IDs may not be shared among authorized users, and (c) the COMPANY and authorized users are prohibited from sharing User IDs with any unauthorized users. The COMPANY will notify BRYT SOFTWARE of its desire to add users and BRYT SOFTWARE shall issue a Pricing Proposal for the increased number of users that shall become part of this Agreement and give such additional users access to the SOFTWARE on the terms of this Agreement. The COMPANY acknowledges that it is fully responsible for all liabilities incurred through use of any User ID and that any transactions under a User ID will be deemed to have been performed by the COMPANY. BRYT SOFTWARE shall have no responsibility for the consequences of unauthorized access to the SOFTWARE that arises from an unauthorized user or an unauthorized use of a User ID (except to the extent any such use is due to the willful act of BRYT SOFTWARE or its employees or agents). The COMPANY shall immediately notify BRYT SOFTWARE of any suspected or actual theft, loss or fraudulent or other unauthorized use of any User ID.
- 3. Features and Functionality of the SOFTWARE.** The specific features and functionality provided by the SOFTWARE are described in the Pricing Proposal. BRYT SOFTWARE reserves the right to make changes to the features and functionality of the SOFTWARE deemed reasonably necessary by BRYT SOFTWARE for BRYT SOFTWARE's customers.
- 4. Data Backup and Data Security.** BRYT SOFTWARE shall use all reasonable efforts to protect the COMPANY'S data and to conduct and store backups of the COMPANY'S data.
- 5. License Restrictions.** Except as may be expressly provided elsewhere in this Agreement or except to the extent applicable law precludes such activities from being prohibited by contract, the COMPANY shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the SOFTWARE; give any third party access to the SOFTWARE or SERVICES for any reason; or use the SOFTWARE for the benefit of any third party; obfuscate, remove or alter any of the logos, trademarks, Internet links, copyright notices, confidentiality or proprietary legends or other notices or markings on the SOFTWARE or screens or the related documentation; or send or store material containing computer software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs. Because the SOFTWARE is proprietary, the COMPANY agrees not to publish or disclose to third parties any evaluation of the SOFTWARE without BRYT SOFTWARE' prior written consent.
- 6. Ownership.** The COMPANY retains all right, title and interest to any and all information provided, inputted or uploaded to the SOFTWARE by the COMPANY, employees of the COMPANY, or by BRYT SOFTWARE on the COMPANY'S

behalf and such information is Confidential Information for purposes of this Agreement. BRYT SOFTWARE has no right, title or interest in any personally identifiable information related to the COMPANY'S data that shall also be Confidential Information for purposes of this Agreement. BRYT SOFTWARE shall retain all right, title and interest in and to the SOFTWARE, SERVICES, the documentation for the SOFTWARE and all modifications and/or enhancements to the SOFTWARE, regardless of the source of inspiration for any such enhancement or modification and regardless of whether the COMPANY may have provided input regarding such modifications and/or enhancements. The COMPANY acknowledges that BRYT SOFTWARE will retain all right, title and interest to transactional and performance data related to use of the SOFTWARE which BRYT SOFTWARE may collect, use and disclose for its standard purposes (including SOFTWARE use optimization and product marketing) provided that such use does not reveal the COMPANY'S identity, any of the COMPANY'S Confidential Information or any personally identifiable candidate information ("COMPANY Information"). Custom developed documents, designs, computer programs, computer documentation and other tangible materials authored or prepared for the COMPANY by BRYT SOFTWARE ("Deliverables") as required by a statement of work are hereby licensed, solely for the COMPANY'S internal use, for the term of this Agreement. BRYT SOFTWARE retains ownership and may reuse any Deliverables, provided that such use does not reveal COMPANY Information.

7. **Equipment.** The COMPANY is responsible for (a) obtaining and maintaining all computer hardware, software and communications equipment needed to access the SERVICES and (b) paying all third-party access charges (e.g., kiosk, ISP, telecommunications) incurred while using the SOFTWARE.
8. **Modifications.** BRYT SOFTWARE reserves the right to make changes to its policies, procedures and practices and to make changes to its SERVICES, Configuration Options and its hosting and technical infrastructure or to discontinue its SERVICES, Configuration Options and its hosting and technical infrastructure. Such changes will not materially degrade the performance of the SERVICES or materially decrease the functionality of the SOFTWARE.
9. **Prohibited Uses.** The COMPANY agrees to comply with the terms of BRYT SOFTWARE' Acceptable Use Policy and to defend, indemnify and hold BRYT SOFTWARE harmless from and against any claim or action that arises from the COMPANY'S use of the SERVICES in an unlawful manner or in any manner inconsistent with the restrictions stated herein or BRYT SOFTWARE' policies.
10. **BRYT SOFTWARE Competitors.** Notwithstanding any other provisions of this Agreement, the COMPANY shall not allow employees of entities that provide a product that is a competitive alternative to the SOFTWARE to access the SOFTWARE without the prior written consent of BRYT SOFTWARE.
11. **Indemnity.** The COMPANY shall defend, indemnify and hold BRYT SOFTWARE and its officers, directors, shareholders, employees, representatives and licensors harmless from and against any damages, losses, claims, costs, expenses or liabilities, including attorneys fees and costs, arising out of or in connection with (a) any third party claim concerning downtime, production incidents or other technical problems during a time period in which the COMPANY is in breach of the Acceptable Use Policy, including without limitation, damages or credits to BRYT SOFTWARE's customers arising from downtime and costs, including third party costs, related to the correction of such downtime, production incidents or other technical problems, (b) use of the SERVICES or SOFTWARE by the COMPANY or its users, (c) breach of this Agreement or any applicable laws by the COMPANY or its users, including labor and employment laws against unlawful discrimination, or (d) a dispute between the COMPANY and its user(s).
12. **Publicity.** If the COMPANY becomes a subscriber of the SERVICES, the COMPANY agrees that BRYT SOFTWARE can disclose the fact that the COMPANY is a paying customer. During the term of this Agreement and unless otherwise set forth, the COMPANY grants BRYT SOFTWARE the right to reference the COMPANY, and use the COMPANY's logo, on the customer portion of BRYT SOFTWARE' public website until such time as the COMPANY'S use of the SERVICES is discontinued.
13. **Confidential Information.** By reason of the relationship hereunder, both parties will have access to certain information and materials concerning the other party's technology standards, plans and customers that are confidential and of substantial value to such party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). Confidential Information of BRYT SOFTWARE shall include, without limitation, information

specifically designated as confidential, the features and functions of the SERVICES that are not available to the general public via the Internet (including screen shots of the same), future product plans, any documentation or specifications provided to the COMPANY, the commercial terms (including pricing) of this Agreement but not the mere existence of this Agreement, any Pricing Proposals, statements of work, schedules, addenda or amendments to this Agreement, performance and security test results (whether conducted by BRYT SOFTWARE, the COMPANY or third parties), and any other proprietary or financial information supplied to the COMPANY by BRYT SOFTWARE.

The parties agree that they will not, and will ensure that their employees, agents and contractors will not, make use of (except in furtherance of the Agreement), disseminate or in any way disclose any Confidential Information of the other party to any person or firm, except for any purpose the disclosing party may hereafter authorize in writing. Both parties agree that they will treat all Confidential Information with the same degree of care as they accord to their own Confidential Information, but no less than reasonable care. Notwithstanding the foregoing, "Confidential Information" shall not include: (a) information previously known to the receiving party without reference to Confidential Information, (b) information which is or becomes publicly known through no act or omission of the receiving party, (c) information which has been independently developed by the receiving party without reference to the disclosing party's Confidential Information, (d) information received from a third party under no confidentiality obligation with respect to the Confidential Information, and (e) information required to be disclosed pursuant to administrative or court order, government or regulatory requirements or arbitration or litigation arising out of this Agreement.

- 14. Term.** This Agreement shall continue for the term set forth in a Pricing Proposal unless earlier terminated in accordance with the next paragraph. This Agreement shall renew for subsequent periods upon the same terms and conditions, including fees set forth in the Pricing Proposal. The COMPANY'S payment shall renew the Agreement on the terms set forth in this Agreement, as amended by such invoice.
- 15. Suspension; Termination.** BRYT SOFTWARE may suspend the Company or any user's right to access or use any portion or all the SERVICES or SOFTWARE immediately (a) if amounts due hereunder remain unpaid for 10 days, or (b) if the Company determines that use of the SERVICES or SOFTWARE (i) poses a security risk to the SERVICES or to any third party (ii) may adversely impact the SERVICES or SOFTWARE or data of any other BRYT SOFTWARE customer or (iii) may subject the COMPANY or any third party to liability. The COMPANY or BRYT SOFTWARE may terminate this Agreement for cause: (A) upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of the 30-day period; or (B) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Additionally, any account which is suspended for more than thirty (30) days due to delinquent payments may be terminated, without notice to the COMPANY. If the COMPANY terminates this Agreement for material breach, BRYT SOFTWARE shall refund to the COMPANY the prorated amount of the fees prepaid by the COMPANY that were to apply to the remainder of the unexpired term, as calculated from the termination date through the remainder of the unexpired term. Upon termination of this Agreement for any reason, (1) the SOFTWARE license will terminate, and the COMPANY, and any user accessing the SERVICES by means of the COMPANY account, if applicable, will cease to use or have access to the SERVICES, and (2) upon the COMPANY'S payment of the applicable fees for export, BRYT SOFTWARE will export the most recent COMPANY data in BRYT SOFTWARE' standard data export format. BRYT SOFTWARE may, but is not obligated to, delete archived data, but will not do so until thirty (30) days after the termination of this Agreement. Delinquent accounts must be brought to good standing in order for the Company to receive data exports.
- 16. Survival.** Each provision of this Agreement reasonably intended by its terms to survive termination or expiration of this Agreement shall so survive.
- 17. Warranty.** BRYT SOFTWARE represents, warrants and covenants that the SOFTWARE will perform substantially in accordance with any user instructions, manuals or technical requirements documents that are generally provided by BRYT SOFTWARE in connection with the SOFTWARE or SERVICES. In the event of a breach of the foregoing warranty, BRYT SOFTWARE' sole obligations, and the COMPANY'S sole remedy, shall be to use commercially reasonable efforts to correct the SOFTWARE or SERVICES.

- 18. Disclaimer.** EXCEPT AS PROVIDED IN "WARRANTY" ABOVE, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND BRYT SOFTWARE DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY OR QUIET ENJOYMENT AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. BRYT SOFTWARE DOES NOT REPRESENT OR WARRANT THAT ACCESS TO THE SOFTWARE WILL BE UNINTERRUPTED OR THE SERVICES ERROR-FREE. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SOFTWARE OR SERVICES IS DONE AT THE COMPANY'S RISK, AND THE COMPANY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE COMPANY'S COMPUTER SYSTEM OR NETWORK OR LOSS OF DATA THAT RESULTS FROM THE COMPANY'S USE OF THE SOFTWARE OR SERVICES.
- 19. Limitation of Liability.** BRYT SOFTWARE' TOTAL LIABILITY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, LIABILITY ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE), WILL BE LIMITED TO THE FEES PAID BY THE COMPANY TO BRYT SOFTWARE FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT OR CLAIM THAT GAVE RISE TO THE LIABILITY. BRYT SOFTWARE SHALL NOT BE LIABLE IN ANY EVENT FOR LOSS OR INACCURACY OF DATA, LOSS OF GOODWILL, PROFITS OR REVENUE, INABILITY TO USE THE SERVICES, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY DATA OR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, THE COST OF ANY SUBSTITUTE PROCUREMENT), WHETHER OR NOT FORESEEABLE AND EVEN IF BRYT SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 20. Infringement Indemnity.** BRYT SOFTWARE shall defend, indemnify and hold the COMPANY harmless from any damages, losses, claims, costs, expenses or liabilities, including attorneys fees and costs, arising out of or in connection with any allegation brought against the COMPANY that the SERVICES or SOFTWARE infringe any valid copyright, trade secret or any other proprietary right of any third party ("Claim"). Upon assertion of a Claim or commencement of a suit or proceeding by a third party that may give rise to a Claim, the COMPANY shall promptly notify BRYT SOFTWARE of the existence of such a Claim and shall give BRYT SOFTWARE reasonable opportunity to settle the claim with its own counsel at its own expense. The parties agree to assist each other as may reasonably be requested in order to ensure a proper and adequate defense. The COMPANY shall not settle any claim without the prior written consent of BRYT SOFTWARE. In the event any infringement Claim is brought or threatened, BRYT SOFTWARE may, at its sole option and expense (a) procure for the COMPANY the right to continue use of the SOFTWARE, SERVICES or infringing part thereof; or (b) modify or amend the SOFTWARE, SERVICES or infringing part thereof; or (c) replace the SOFTWARE, SERVICES or infringing part thereof with other software or services having substantially the same or better capabilities and export the COMPANY'S data to such new software or services at no charge; or (d) terminate this Agreement and refund to COMPANY the prorated amount of the fees prepaid by the COMPANY that were to apply to the remainder of the unexpired term, as calculated from the termination date through the remainder of the unexpired term. The foregoing obligations will not apply to the extent the infringement arises as a result of (i) any use of the SOFTWARE or SERVICES (A) in a manner other than as specified in this Agreement, or (B) in combination with other products, equipment, devices, software, systems or data not supplied by BRYT SOFTWARE to the extent such claim is directed against such combination; or (ii) any use of the SOFTWARE or SERVICES in combination with other software made by any party other than BRYT SOFTWARE or BRYT SOFTWARE authorized representative if such infringement would not have occurred without such combination. This paragraph contains the entire liability of BRYT SOFTWARE with respect to infringement of any third party's intellectual property rights and does not extend to patent rights.
- 21. Conflict of Terms.** In the event of a conflict between this Agreement and any Pricing Proposal, the Pricing Proposal shall be deemed to govern with respect to the duration of the Agreement, fees, invoicing and payment terms and SERVICES



purchased. In all other matters, in the event of a conflict between this Agreement and any Pricing Proposal, this Agreement will govern. If the COMPANY elects to submit purchase order(s) to BRYT SOFTWARE in connection with this Agreement and if any terms and conditions on such purchase order conflict with this Agreement or any Pricing Proposal, the terms and conditions of this Agreement shall control. Acknowledgment signatures on purchase orders shall not amend this Agreement.

- 22. Force Majeure.** The Company will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the COMPANY'S reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electric, telecommunications or other utility failures, earthquakes, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, terrorism or war.
- 23. Changes to Terms and Conditions.** From time to time we may change or update our Terms and Conditions. We reserve the right to make changes or updates at any time. If we make changes to the Terms and Conditions, we will provide you notice via BRYT SOFTWARE or by other communication channels, such as by email or community post. Please review any changes carefully. If you object to any of the changes and no longer wish to use our Services, you may close your account(s). All changes are effective immediately upon posting and your use of BRYT SOFTWARE after a notice of change shall constitute your consent to all changes.
- 24. Miscellaneous.** This Agreement is between BRYT SOFTWARE and the COMPANY and is not for the benefit of any third party, whether directly or indirectly (including, if applicable, any user accessing the SERVICES by means of an account established by the COMPANY). The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The COMPANY may not assign, transfer or sublicense this Agreement except with BRYT SOFTWARE' prior written consent. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to the conflict of laws provisions thereof. Each party agrees to submit to the exclusive jurisdiction of the courts located in the County of Allen in the State of Ohio and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of forum non conveniens or otherwise. In no event shall this Agreement be governed by the United Nations Convention on Contracts for the International Sale of Goods. The COMPANY and BRYT SOFTWARE agree that any cause of action arising out of or related to the SERVICES must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. Both parties agree that this Agreement and the Pricing Proposal(s) are the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous or contemporaneous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement and that all modifications must be in writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect whatsoever. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is confirmed by the receiver, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by a recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. It is the express will of the parties that this Agreement and all related documents have been drawn up in English. This Agreement will be executed by parties affixing signatures to the Pricing Proposal. The Pricing Proposal may be executed by parties affixing electronic signatures. This method of execution shall be considered electronic execution of this Agreement and shall be legally binding on the parties as if original, manually executed copies of this Agreement were delivered to both parties.