

END USER LICENSE AGREEMENT

(Last Updated – April 26, 2018)

This End User License Agreement (this “**Agreement**”), which is a legal agreement between you (“**Client**”) and HumanPredictions, LLC, an Illinois limited liability company (“**HP**”), shall govern Client’s use of and access to the Platform (as defined below). By checking any acceptance boxes, clicking any acceptance buttons, accessing the Platform or making any other use of the Platform, Client (a) accepts this Agreement and agrees to be bound by each of its terms, and (b) represents and warrants to HP that (i) Client has the authority to enter into this Agreement, and (ii) this Agreement is binding and enforceable against Client. Please read this Agreement carefully, as it constitutes a legally-binding agreement between HP and Client.

1. Platform. Upon payment of the fees described in the applicable addendum attached to this Agreement (the “**Services Addendum**”) and subject to the terms set forth herein, Client hereby subscribes for access to the Platform. HP will: (i) make the Platform available to Client on a revocable, non-exclusive, non-transferable, non-sublicensable license basis solely for the purposes described in the Services Addendum; and (ii) host, or engage one or more third parties to host, the back end of the Platform in accordance with HP’s customary practice. For purposes of this Agreement, “**Platform**” shall mean HP’s software and/or mobile application primarily intended to serve as database containing contact and other information regarding various recruiting candidates and/or for use in the sales process, as the Platform, and HP’s implementation of the Platform, are further described in the Services Addendum.

2. Representations and Warranties. Each party represents and warrants that: (i) it has the authority to enter into this Agreement and perform the services required of it hereunder; and (ii) each party will comply with all applicable laws and regulations in carrying out its responsibilities hereunder. In addition, Client hereby represents, warrants and covenants that (a) Client has all authority necessary to provide all Platform Data (as herein defined), (b) Client has complied with all applicable or relevant terms of use, online terms, terms and conditions and/or other agreements applicable to the Platform Data (collectively, “**Applicable Terms**”) and each portion thereof (including, without limitation, the terms posted at or within any other website or mobile application which pertain in any way to the Submitted Information), (c) Client will not submit or otherwise made available any extraneous or inappropriate Submitted Information to HP (such as, by way of example and not in limitation of the foregoing, information regarding salary or compensation), and (d) HP, immediately upon receipt of Platform Data, has all rights necessary to use the Platform Data as described herein and/or within each Services Addendum, and such use will not be in violation of any Applicable Terms.

3. Fees; Expenses. In consideration of the license hereunder, Client shall pay to HP the fees specified in the Services Addendum at the times specified in the Services Addendum. Client and HP may separately agree to other services not described in the Services Addendum, the fees for which shall be as set forth in the separate agreement governing the provision of such services (each, a “**Separate Agreement**”). To the extent Client provides any credit card to HP, whether via the HP’s website or via any other means of communication, HP shall be entitled to charge such credit card for all fees due and owing as set forth herein and within the Services Addendum (such authorization to extend until such time as Client cancels such authorization in writing to HP or otherwise terminates this Agreement in accordance with the terms set forth herein). Fees, once paid, are non-refundable. Fees which are not timely paid shall accrue late charges from the date such payment was due until the date paid at a rate equal to the lesser of 15% per annum or the maximum rate permitted by applicable law. Client may not offset or withhold fees due under this Agreement for any reason, and Client agrees to reimburse HP for all reasonable costs (including attorney’s fees) incurred in collecting past due fees owed by Client.

4. Term. This Agreement, subject to any Trial Term defined and described in the Services Addendum, shall continue in full force beginning on the Effective Date and continuing on a month-to-month basis until such time as either party elects not to renew this Agreement by providing written notice of non-renewal to the other party at least 10 days prior to the expiration of any calendar month. In addition, either party shall be entitled to terminate this Agreement at any time in the event the other party (i) declares bankruptcy, or (ii) breaches any of its

material obligations hereunder (including, without limitation, payment obligations) and fails to cure such breach within 30 days from the date of receipt of written notice of such breach. Upon any termination of this Agreement, Client shall promptly pay all fees and reimburse HP for all expenses due and owing hereunder. Sections 3 through 12 of this Agreement shall survive any termination of this Agreement.

5. Intellectual Property.

(a) *Ownership.* All trademarks, patents, copyrights and other intellectual property rights owned by either party on the date hereof shall continue to be owned solely by such party, and except as set forth herein, nothing in this Agreement shall be deemed to confer any rights to any such intellectual property on the other party. HP shall retain sole ownership over the Platform and all software and/or other intellectual property utilized by HP hereunder (including, without limitation, any improvements or enhancements to any such software platform which occur during the term of this Agreement), and no license or other rights to any such software are conferred on Client hereunder. All suggestions, recommendations, bug-fixes, error-fixes or other communications from Client to HP regarding the Platform shall, upon submission to HP, be owned solely and exclusively by HP. All contact information and other data made available within the Platform (“**Platform Data**”) shall, as between HP and Client, remain owned solely and exclusively by HP and/or any licensors or other third parties that have made such data available to HP, and Client shall not make any use of any such Platform Data except to the limited extent expressly permitted herein. It is agreed and understood that Platform Data may be integrated into HP’s Platform database, and as such, made available in whole or in part to other clients in connection with each such client’s use of the Platform; provided, however, that HP shall not disclose any Client or User information regarding their Platform usage including searches conducted by Client.

(b) *Restrictions.* Client shall not directly or indirectly reverse engineer, attempt to derive the source code, copy or reproduce all or any portion of the Platform, whether electronically, mechanically or otherwise, in any form including, but not limited to, the copying of presentation, style or organization. Client shall use the Platform solely for its intended purposes and shall not use the Platform for the benefit of any third party except as specifically contemplated under this Agreement. Client will not use the Platform: (a) in violation of any applicable law; (b) such that any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information are entered into the Platform; or (c) in violation of the any acceptable use policy or other policy posted at HP’s website or otherwise made available to Client from time to time. Client shall be solely responsible for: (i) ensuring that each of Client’s permitted users within its business complies with the terms set forth herein; and (ii) maintaining all passwords and access codes to the Platform, and refraining from sharing or otherwise permitting third parties to use any such passwords and/or access codes. Any other software included in the Platform is licensed subject to the additional terms of the applicable license, all of which are incorporated herein by reference. In addition, Client shall adhere to all usage and/or user limits set forth in any documentation provided to or made available to Client in connection with accessing the Platform, whether by hard copy or electronically. Client agrees not to scrape any of the Platform Data or use programmatic methods for harvesting any Platform Data without prior written consent from HP and in conjunction with the process specified in the Services Addendum.

6. Confidentiality. Each party agrees to treat as confidential all non-public information of the other party, not to use such confidential information for any purpose other than to the limited extent necessary to perform under this Agreement and not to disclose such confidential information to any third party except as may be reasonably required pursuant to this Agreement and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the generality of the foregoing, each of the parties shall use at least the same degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of confidential information disclosed to it by the other party, provided, however, that in no event shall such degree of care be less than reasonable in light of general industry practice. The parties hereby agree that the terms set forth in this Agreement constitute confidential information of both parties and as such, neither party will disclose such terms to any third party other than such party’s legal counsel. Notwithstanding the foregoing, HP shall be entitled to list Client as a client on HP’s website and/or in marketing materials.

7. Disclaimer. Except as explicitly set forth herein, HP, together with HP's employees, affiliates, agents, suppliers, licensors and the like, does not make any warranties of any kind, either expressed or implied, including, without limitation, (a) warranties of merchantability or fitness for a particular purpose, (b) that the Platform will be error-free, (c) as to a minimum level of operability or uptime for the Platform, (d) as to any level of security, (e) as to the actions of any third party, or (f) as to the business results that may be obtained by the other party by entering into this Agreement. In addition, Client acknowledges that certain names, contact information, data and/or updates to data provided by HP to Client or otherwise made available by HP may not be accurate or current. Client is responsible, at Client's sole cost and expense, for providing all equipment necessary to load and/or use the Platform. While it is HP's objective to make the Platform accessible at all times, the Platform may be unavailable from time to time for any reason including, without limitation, routine maintenance and/or bugs within the Platform.

8. Limitation on Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DATA, ARISING OUT OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT SHALL BE SOLELY RESPONSIBLE FOR ENSURING THAT IT USES ANY DATA RETRIEVED WITHIN THE PLATFORM IN ACCORDANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS AS WELL AS ANY TERMS AND CONDITIONS OR TERMS OF USE APPLICABLE TO SUCH DATA, AND HP SHALL NOT BE LIABLE IN ANY WAY FOR ANY DAMAGES ARISING OUT OF CLIENT'S USE OF SUCH DATA. THE AGGREGATE LIABILITY OF HP TO CLIENT FOR ANY CLAIM HEREUNDER, RELATING TO THIS AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE FEES PAID TO HP DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE.

9. Force Majeure. Excluding payment obligations hereunder, neither party shall be liable to the other party for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies or power.

10. Governing Law. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Illinois, without reference to conflict of law principles. Any dispute or claim arising out of or in connection with this Agreement or the performance, breach or termination thereof, shall be finally settled by the appropriate court located solely and exclusively in Cook County, Illinois. Client agrees to such exclusive jurisdiction in Cook County, Illinois, and waives any jurisdictional claims in respect thereto (including, without limitation, *forum non conveniens*). In any such proceeding, the substantially prevailing party shall be entitled to reimbursement by the non-prevailing party for all attorneys' fees expended in such matter.

11. Non-Solicitation. During the term of this Agreement and for a period of 1 year following the termination of this Agreement for any reason, Client shall not, either directly or indirectly, solicit or hire any employee of HP or any individual that was an employee of HP at any time during the 1-year period immediately preceding the date of proposed hire.

12. Export. The Platform, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Client agrees to comply strictly with all such regulations. The Platform may not be used, sold, resold, sublicensed, diverted, transferred or otherwise exported or re-exported by Client: (i) in, into or through any country designated as a terrorist supporting country by the U.S. government or any of its agencies; (ii) in, into or through any country for which the U.S. has an embargo or with which the U.S. or any of its agencies maintains comprehensive trade controls; (iii) to or by a national or resident of the countries described in (i) or (ii); or

(iv) to or by any party included in the United States Department of Commerce's Denied Persons List, Entity List or Unverified List; or the United States Department of the Treasury's Specially Designated Nationals, Specially Designated Global Terrorists, Specially Designated Narcotics Traffickers, Specially Designated Narcotic Traffickers, or Specially Designated Terrorists List; or the United States Department of State's Designated Foreign Terrorist Organizations or Debarred Persons List; or is otherwise designated by the U.S. government or any of its agencies as a party with which it is unlawful to do business.

13. Usage of Platform. The following terms and conditions govern general use of the Platform:

- a. *Permitted Uses.* Client may use the Platform only in good faith for the purposes described herein. Client may use data and/or content collected through the Platform solely for purposes of either (i) researching, recruiting, hiring and/or retaining employees or other individuals, or (ii) performing sales activities, provided that in either case Client adheres to the rules and requirements set forth in this Agreement. Client may not use the Services to promote another business or commercial venture unless separately agreed with HP.
- b. *Distribution.* Except as expressly permitted under other provisions of this Agreement, Client may not modify, reproduce, duplicate, copy, photocopy, print, republish, display, translate, transmit, distribute, sell, resell, rent, lease, loan, exploit, reduce to any electronic medium or machine-readable form, or otherwise make available in any form or by any means all or any data or content within the Platform.
- c. *Derivative Works.* Client may not create compilations or derivative works of the Platform data or content.
- d. *Infringement.* Client may not use the Platform or any other materials from the Platform in any manner that may infringe upon any copyright or other intellectual property right, proprietary right, or property right of HP or any third party.
- e. *Other Prohibited Uses.* Client may not use the Platform for any purpose that:
 - i. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, or otherwise violates HP's rules or policies;
 - ii. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability, or any other classification protected by law;
 - iii. invades any person's or entity's privacy or other rights;
 - iv. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
 - v. misidentifies Client or impersonates any person or entity, including, without limitation, any employee or representative of HP, or falsely states, implies, or otherwise misrepresents Client's affiliation with a person or entity by, for example, pretending to be someone other than Client or pretending to represent a company or organization that Client is not affiliated with or authorized to represent; or
 - vi. could otherwise reasonably be deemed or viewed to be unethical, illegal or offensive.

- f. *Harm to Minors.* Client may not take any action in connection with the Platform to harm minors in any way.
- g. *Solicitation.* Client may not use the Platform in a manner that violates any state or federal law regulating commercial e-mail, facsimile transmissions or telephone solicitations.

14. Miscellaneous. Each party shall pay its own costs and expenses in connection with this Agreement and its activities hereunder. HP shall be entitled to subcontract various of the services to be performed hereunder to third parties. This Agreement supersedes all prior written or oral agreements between the parties regarding the subject matter hereof (including any contradictory or additional language in any purchase order). Client shall be responsible for all sales taxes, use taxes and any other similar taxes and charges of any kind imposed by any federal, state or local governmental entity on the transactions contemplated by this Agreement, excluding taxes based solely upon HP's income derived hereunder. The relationship between the parties under this Agreement is that of independent contractors and neither shall be, nor represent itself to be, the joint venture, franchiser, franchisee, partner, agent or representative of the other party for any purpose whatsoever. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, but shall not be assignable by Client other than to an entity acquiring substantially all of its business and assuming all of its obligations. Any notice pursuant this Agreement shall be deemed effective when delivered in person, or one day after sending such notice to: (i) in the case of HP, 2711 S Justen Road, McHenry, IL 60050; and (ii) in the case of Client, to the last address provided by Client to HP in writing, in either case by reputable overnight courier with confirmation of next-day receipt. If any provision of this Agreement is held to be unenforceable or invalid for any reason, or if any governmental agency rules that any portion of this Agreement is illegal or contrary to public policy, the remaining provisions, to the extent feasible, will continue in full force and effect with such unenforceable or invalid provision to be changed and interpreted to best accomplish its original intent and objectives.

EXHIBIT A

Services Addendum

This Services Addendum is attached to and made a part of the End User License Agreement (the "**Agreement**") by and between HumanPredictions, LLC, an Illinois limited liability company ("**HP**"), and the client accepting the Agreement electronically ("**Client**"). Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Agreement.

1. **Description:** Upon payment of the applicable fee described below, Client shall gain immediate access to the Platform for the number of user logins separately provided to Client in writing or via e-mail, which allows Client to search and review candidates in HP's general database. Client may, from time to time, request access to the Platform for additional users, each such user to be provided with access for a per-user fee to be provided by HP (each, an "**Additional User Fee**").

2. **Services Term.** Upon Client providing a credit card or other acceptable payment mechanism to HP, the Agreement shall run on a month-to-month basis. As such, each of HP or Client shall be entitled to terminate the Services at any time effective as of the last day of any calendar month by providing notice of termination to the other party at least 10 days prior to the expiration of such calendar month.

3. **Fees and Payment Dates:** In consideration for HP providing the Services, following the Trial Term Client shall, in connection with providing a credit card or other payment mechanism to HP, elect to either (i) pay to HP an amount equal to \$1500 on a quarterly basis, or (ii) \$5,000 on an annual basis, plus in either case, any Additional User Fees. HP shall, until such time as the Agreement and/or the Services have been terminated as set forth herein, be entitled to charge Client's credit card or bank account either quarterly or annually in advance, as further described within the Agreement. To this end, any such credit card or bank account will be charged

automatically on such basis, such automatic charges to be permitted until such time as Client provides at least 10 days' prior written notice to terminate the Services. Fees, once paid, are non-refundable.

4. **Support.** So long as Client's license to access and use the Platform remains current, HP will provide Client with standard and customary support by e-mail and chat between the hours of 9:00 a.m. and 5:00 p.m. (Central Time).

