

**OPTIMIZE HIRE LICENSE AGREEMENT
GENERAL TERMS AND CONDITIONS OF USE**

By using the Optimize Hire website to purchase a Product, you agree to follow and be bound by these Terms and Conditions of Use and agree to comply with all applicable laws and regulations, including export and re-export control laws and regulations. In these Terms and Conditions of Use, the words “you” and “your” refer to each Customer or Site visitor. “We,” “us,” “our” and “Optimize” refer to Optimize Hire and its “Services” refers to all services provided by us. These Terms and Conditions of Use may be revised at any time without notice to you. It is your responsibility to review these Terms and Conditions of Use periodically. If you find these Terms and Conditions of Use objectionable or you do not agree to these Terms and Conditions of Use, please immediately cease using this Site and Optimize’s Services and Products. If you have any questions about the Terms and Conditions of Use, please contact info@optimizehire.com.

1. LICENSE

1.1. Grant. Subject to the terms and conditions of this Agreement, Licensor grants to Customer the non-exclusive license to use the System and the Product in connection with the review of Screened Applicant Responses for the Job Posting(s) purchased by Customer in connection with its Business. This License shall be strictly limited to use by Customer for this purpose.

1.2. Services/Support. Licensor will provide the following to enable Customer to use the License:

(a) Upon Customer’s payment of the License Fee per Job Posting(s), Licensor will permit Screened Applicants to apply online for the Customer’s Job Posting(s) for forty-five (45) days from the Effective Date (“Applicant Response License”), after which time, the Applicant Response License will terminate, and the applicable Job Posting will no longer be available for viewing or application by Screened Applicants.

(b) Licensor will create a non-exclusive website for the use by Customer and Licensor’s other subscribers whereby they can access the System and the Product to review Screened Applicant Responses to Customer’s Job Posting(s) as described herein and otherwise participate in webinar training services provided by Licensor.

(c) Customer shall be responsible for designating, monitoring, and keeping current each Customer employee designated as authorized by Customer to access the System and the Product (each an “Authorized User”). Upon Licensor’s request, Customer shall provide Licensor with a list of all Authorized Users. Licensor shall, from time to time, provide Customer with a user identification name and password unique to Customer and such other codes and identification devices and security processes or measures necessary to access the System for use of the Product (collectively, the “ID Devices”). Customer shall be solely responsible for the assignment, distribution, use, and maintenance of all ID Devices to such Authorized Users. Customer agrees and shall cause its Authorized Users to agree not to assign and/or distribute any ID Devices to individuals who are not Authorized Users. Customer shall be responsible for and shall provide the same level of security as it applies to its own proprietary and confidential property in the protection of the ID Devices within its organization and, but in no case less than the security that a reasonably prudent person would use to protect their own proprietary property. Customer shall immediately report to Licensor any loss, theft, or compromise of any ID Devices and Customer shall be fully liable for any unauthorized use of such ID Devices.

(d) Periodic webinar training services and telephone support to assist Customer in its use of the System. These training services do not include any training or support relating to Customer's hiring process, itself, or the actual hiring of its employees.

(e) The application forms and related data (“Screened Applicant Responses”) entered on the System by Customer's employment applicants (“Screened Applicants”) shall be accessible by Customer for up to six months after entry. After that time, all such data shall be deleted from the System and shall not be accessible, in any form, by Customer. To the extent it deems it advisable, Customer should, on a periodic basis (e.g., bi-monthly), download any such data it wishes to keep.

1.3. Term. Subject to termination as provided elsewhere in this Agreement, the License is granted to Customer on a per Job Posting basis. Thereafter, the License will terminate unless renewed by Customer’s timely payment of the applicable License Fee. Each renewal shall be on the same terms and conditions of this Agreement.

2. LICENSE FEE. Upon execution of this Agreement Customer shall pay to Licensor the License Fee based on the number of Job Postings purchased as reflected on the current **Pricing Schedule** which is available for review <http://optimizehire.com/purchase> and which shall be the consideration due Licensor for the Job Posting(s) License. If and as the License is renewed by Customer, the then applicable License Fee shall be due for each such Job Posting License purchased and/or renewed. Licensor, in its discretion, may from time to time change the Pricing Schedule prior to renewal or subsequent purchase. Except as expressly provided elsewhere in this Agreement all License Fees shall be non-refundable.

3. CUSTOMER'S OBLIGATIONS.

3.1. Job Posting. Customer shall provide Licensor for display on the System all Job Postings to which Screened Applicants may respond.

3.2. No Licensing/Distribution of System or Product. Customer is not authorized to resell, sublicense, or distribute the System and the Product, and will not purport to do so.

3.3. Compliance with Laws. Customer will at all times comply with all applicable laws and regulations (including laws regarding non-discrimination employment and personnel laws as well as export and re-export control laws) relating to it. Customer will at all times perform its obligations under this Agreement and otherwise conduct its hiring practices in a lawful, ethical, fair, competent, and professional manner and in accordance with the highest standards of the industry.

3.4. Notifications. Customer will promptly give notice to Licensor, of any: (a) suspected and actual errors, bugs or other problems in the System or Product of which Customer becomes aware; (b) notices received by Customer that might adversely affect Licensor, including any formal or informal notices of potential or actual claims or complaints regarding the System or the Product; or (c) any actual or reasonably suspected unauthorized possession, use, disclosure, or infringement of the System or the Product.

4. REPRESENTATIONS/WARRANTIES & DISCLAIMER

4.1. Authority. The person entering into this License on behalf of Customer represents that he/she is duly authorized to do so and warrants that Customer has all requisite capacity and authority to enter into and perform fully its obligations under this Agreement.

4.2. Warranty/Disclaimer. Licensor warrants that, when used properly, the Product can be a useful tool in screening candidates applying for employment with Customer in its Business. Customer expressly acknowledges that: (i) the Product is only one of many tools and procedures which it should use in making its hiring decisions and should not rely, exclusively, on the results or information generated by its use of the System or the Product; and (ii) Licensor makes no guarantee or warranty as to any results from using the System or the Product. **EXCEPT AS EXPRESSLY SET FORTH IN THE FIRST SENTENCE ABOVE, THE SYSTEM AND THE PRODUCT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT ANY WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, OR OTHERWISE ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING. THIS DISCLAIMER EXPRESSLY INCLUDES ANY WARRANTIES RELATING TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ABSENCE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS, NON-INFRINGEMENT, OR RESULTS, ALL OF WHICH ARE DISCLAIMED BY LICENSOR TO THE FULLEST EXTENT PERMITTED BY LAW.**

4.3 OPTIMIZE MAKES NO WARRANTY THAT: (A) THE SITE OR ITS PRODUCTS WILL MEET YOUR REQUIREMENTS; OR (B) THE SITE OR ITS PRODUCTS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS. OBTAINING ANY MATERIALS THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK. OPTIMIZE SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE.

NOTWITHSTANDING THE ABOVE, OPTIMIZE CURRENTLY OFFERS A 30 DAY FREE TRIAL, THE TERMS OF WHICH ARE AVAILABLE FOR YOUR ACCEPTANCE HERE: <http://optimizehire.org/free-trial>. OPTIMIZE RESERVES THE RIGHT TO DISCONTINUE THIS AND ANY OTHER PROMOTIONS IN ITS SOLE DISCRETION.

5. LIABILITY EXCLUSIONS/LIMITATIONS/RELEASE. Notwithstanding any other provision of this agreement to the contrary:

5.1. Exclusions. ANY LIABILITY OF A PARTY TO THE OTHER PARTY ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY RELATED MATTER IS LIMITED TO DIRECT DAMAGES SUFFERED BY THE OTHER PARTY ONLY. IN NO EVENT SHALL EITHER PARTY OR ITS REPRESENTATIVES BE LIABLE TO THE OTHER PARTY OR ITS REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGE OF ANY NATURE, INCLUDING LOSS OF DATA.

5.2. Limitations. WITHOUT LIMITING THE GENERALITY OF SECTION 5.1, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF LICENSOR TO CUSTOMER ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY RELATED MATTER EVER EXCEED THE TOTAL AMOUNT OF LICENSE FEES PAID BY CUSTOMER.

5.3. Release. Each party, on its own behalf and on behalf of its representatives, releases the other party and its representatives, jointly and severally, from all obligations, liabilities, claims or demands in excess of the exclusions and limitations set forth in this Section; provided that this release shall not limit or release a party from its indemnification obligations otherwise provided in this Agreement.

6. INDEMNIFICATION. Each party (the "Indemnifying Party") shall indemnify and hold the other party (the "Indemnified Party") harmless from any third party claim relating to or arising out of the Indemnifying Party's or its employee's, agent's, or contractor's: (i) breach of this Agreement; and/or (ii) negligence or willful misconduct. In

addition, Licensor shall indemnify and hold Customer harmless from and against all third party claims claiming that Customer's use of the System or the Product as permitted under this Agreement infringes upon any Intellectual Property Rights of that third party. Customer shall indemnify and hold Licensor harmless from and against all third party claims arising out of Customer's unauthorized use or misuse of the System or the Product. If the Indemnified Party is made a party to any litigation uncommenced by or against it for which it is to be indemnified, then the Indemnifying Party shall protect and hold harmless and pay all court costs, penalties, charges, damages, expenses, and reasonable attorney's fees incurred or paid by the Indemnified Party. All obligations to defend, protect, indemnify, and hold a party harmless shall extend to the Indemnified Party's members, managers, officers, directors, employees, agents, shareholders, parent, and affiliates. These indemnification obligations shall survive termination of this Agreement.

7. CONFIDENTIALITY.

7.1. Non-Disclosure. All information delivered by one party to the other and other confidential and/or proprietary information exchanged or otherwise disclosed by the parties during the Term (together, the "Information") shall be and remain the sole and exclusive property of the party delivering or disclosing that information. "Information" shall also expressly include, but not be limited to, the information included in the System, the Product, and any training services provided by Licensor to Customer. Except to the extent that any Intellectual Property Rights in the System, the Product, or Licensor's Information are published or otherwise become matters of public record, those are all trade secrets of Licensor. Except as contemplated by the License or Media Support License, no assignment of rights to the Information is implied or granted as a result of this Agreement. Each party shall use reasonable efforts to limit access to the Information to authorized employees who have a need to know and otherwise limit use of the Information to purposes strictly related to performance under this Agreement. Except to the extent reasonably necessary to perform its obligations or exercise its rights under this Agreement, neither party will at any time or for any reason use for its own purposes or reveal or disclose to any third party the other party's Information without the other party's prior, written consent. Each party shall use the same degree of care it uses with respect to safeguarding its own confidential information of a similar nature (but in no event less than reasonable care) to prevent the unauthorized disclosure or use of the Information. The obligations of this Section shall not, however, apply to Information which is: (i) generally known to the public; (ii) obtainable from other sources without restriction; (iii) known by the recipient prior to the disclosure thereof; or (iv) required, by law or court order, to be disclosed.

7.2. Injunctive Relief. In the event of a breach or threatened breach by a party of any of the provisions of this *Section 7*, the non-defaulting party, in addition to and not in limitation of any other rights, remedies, or damages available to it at law, in equity, or under this Agreement, shall be entitled to injunctive relief in order to prevent or to restrain any breach by the other party and/or any and all persons directly or indirectly acting for or with that other party.

7.3. Survival. The obligations of this *Section 7* shall survive the termination of this Agreement. Each party retains all rights and remedies (including injunctive relief) afforded under all patent, copyright or similar laws of the United States and/or North Carolina designed to protect proprietary or confidential information.

7.4. Privacy Policy. Optimize Hire respects your privacy and does not sell, rent, or lease its customer lists to third parties. Optimize Hire ("Optimize") may collect personally identifiable information, such as your e-mail address, name, home or work address, telephone or facsimile number ("Contact Information"). If you purchase Optimize Products and Services, we collect and store billing and credit card information. By becoming a Customer of Optimize and providing your email address, you authorize Optimize to use your Contact Information to periodically contact you, to conduct opinion research, and about potential new services that may be provided by Optimize. Optimize will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) comply with legal process served on Optimize; (b) protect or defend the legal or other proprietary rights of Optimize; and, (c) act under exigent circumstances to protect the personal safety of users and employees of Optimize, or the public. You may unsubscribe or "opt out" from our mailing list as indicated on any of the emails or other communications generated by Optimize or by providing a written request to unsubscribe to help@optimizehire.com.

7.5. Unsolicited Information. Except as required in connection with your use of the Optimize Product, Services and/or System, Optimize discourages your submission of confidential or proprietary information to us through this Site. All comments, feedback, information or material submitted to Optimize through this Site not specifically requested by Optimize and given explicit protections through these Terms and Conditions of Use shall be considered non-confidential and Optimize's property unless otherwise stated in writing by the Customer. By providing such submissions without stated limitations to Optimize you hereby assign to Optimize, at no charge, all worldwide right, title and interest in and to the submissions on an unrestricted basis for any legitimate business purpose. You acknowledge that you are responsible for the submissions that you provide, including their legality, reliability, appropriateness, originality and content.

8. INTELLECTUAL PROPERTY RIGHTS.

8.1. Ownership. Customer acknowledges that the System and the Product are Licensor's exclusive property and/or one or more of its third party providers, free and clear of any claims by Customer, other than the License. Except for

that License, nothing in this Agreement shall be construed to transfer to Customer any rights, title, and/or interest in and to the System, the Product, or Licensor's Information, including, without limitation, the Intellectual Property Rights.

8.2. Prohibited Conduct. Customer will not, either during or after the Term, directly or indirectly: (a) contest or challenge the sole ownership of the Product, and related Intellectual Property Rights by Licensor; (b) commit any act or omission that may adversely affect or impair the ability of Licensor to obtain, register, protect and enforce Licensor's rights in the Product; (c) remove, alter, obscure, destroy, or attempt to circumvent any notices, proprietary marks, or codes means of identification, license keys or other digital rights management tools or information, or agreements (including end user agreements) on or in relation to the Product; (d) copy, reproduce or otherwise manufacture the Product or any ideas, features, functions, or graphics of the System or the Product; (e) use, sell, license, sublicense, distribute, network, make available, display, lease, rent, assign, or otherwise transfer or permit the use of the System or the Product; or (f) permit, assist, or encourage any other person to do any of the foregoing.

8.3. Media Support. Optimize recognizes the valuable reputation and goodwill attaching to the Customer's "Marks" is dependent on the high quality and standards established by and associated with Customer. Optimize desires to promote its assistance to Customer, while preserving the reputation and goodwill attached to the Customer's Marks. In connection with the licensing to Customer of the Optimize Product, Customer grants a non-exclusive non-assignable license ("the Media Support License") for the limited purposes of displaying in the sole discretion of Optimize the Customer's name, logo, trade dress and/or trademark (collectively, "the Marks") or any combination of these Marks with or without registration in all forms now or hereafter known on Optimize's website and other marketing materials evidencing Customer's identity and affiliation with Optimize via website and/or marketing materials as an Optimize customer. It is not intended that Optimize be permitted to alter or modify the copyrighted, trademarked, registered, or other legally protected name and/or logo ("the Marks"), but recognized that nominal shading or other non-substantive and/or other unintended modifications to the Mark shall not be grounds for an infringement action by Customer until such time as Optimize has failed to act in accordance with Customer's written notice provided to Optimize of the alleged modification or alteration, giving Optimize a ten (10) day period from that notice to return the Mark to its original state or otherwise remove the Mark(s) from its website. The rights of Optimize under this Media Support License to use the Marks shall not be assigned or licensed to any third party by Optimize without the prior written approval of the Customer. In addition, Customer may in its sole discretion terminate this Media Support License at anytime upon written request to info@optimizehire.com. Upon termination of this Media Support License all rights of Optimize to use the Marks shall terminate and revert to Customer. A termination of the Media Support License by Customer shall not be effective to terminate this Agreement in its entirety.

9. TERMINATION.

9.1. Termination. Notwithstanding any other provision of this Agreement to the contrary:

(a) either party may terminate this Agreement at any time for its sole convenience upon providing the other party with thirty (30) days prior notice. Upon such a termination by Licensor, Customer shall be entitled to a pro rata refund of any then current License Fee. Upon such a termination by Customer, the License Fee shall be deemed forfeited and Customer shall not be entitled to any refund;

(b) either party may terminate this Agreement for cause effective immediately upon delivery of notice of termination to the other party if the other party breaches this Agreement (including failure to make a required payment on time) and has not remedied the breach within thirty (30) days after receipt of a default notice from the non-breaching Party identifying the breach; and

(c) Licensor may terminate this Agreement effective immediately upon delivery of notice of termination to Customer if Customer breaches its obligations under *Sections 3.2, 7.1* or *8.3*.

9.2. Effect of Termination. Upon the expiration or termination of this Agreement for any reason Customer will immediately cease using the System and the Product. Expiration or termination of this Agreement will not affect the rights and entitlements of either Party which have accrued prior to expiration or termination. Only in the case of a termination by Licensor under (a) above shall Customer be entitled to any refund of its then current License Fee (which refund) shall be calculated on a per diem basis. Otherwise, upon a termination of this Agreement for any other reason, all License Fees shall be deemed forfeited to Licensor.

10. DEFINITIONS

10.1. Business: That trade, profession or commercial activity in which Customer is participating or is actively soliciting.

10.2. Customer: Any user of Optimize Products, Services and System pursuant to these Terms and Conditions of Use.

10.3. Effective Date: The date of execution of this Agreement by Licensor.

10.4. Intellectual Property Rights: All patents, inventions, trademarks, trade secrets, copyrights, and other intellectual property rights relating to the System or the Product.

10.5. Job Posting: Customer's written invitation, including job description, to Screened Applicants to apply for an open employment position within Customer's company as described by Customer and displayed by Licensor on its system for Forty-Five (45) days from the Effective Date as Licensed by this Agreement.

10.6. License: The collective license rights granted to Customer as described in *Section 1*

10.7. Licensor: **OPTIMIZE HIRE, LLC**
7100 Six Forks Road, Ste. 301
Raleigh, NC 27615
Attn.: Dane Barnes
Email Address: DaneBarnes@optimizehire.com

10.8. Product: means any and all of Licensor's materials and content (of any nature on any medium) provided to or accessible by Customer pursuant to the License.

10.9. System: The website and the like made available by Licensor to facilitate Customer's access to the Product, all as such may be revised or upgraded from time to time.

11. ARBITRATION. Except where injunctive relief is sought (in which case a civil lawsuit may be filed), any dispute between the parties arising out of or relating to this Agreement shall be determined by binding arbitration under the then applicable Commercial Arbitration Rules of the American Arbitration Association (the "Association"). Either party may elect to proceed with arbitration upon written notice to the other party describing the nature of the dispute. The arbitration shall be held in Raleigh, North Carolina and administered by the Association's office in that city. The arbitration shall be conducted by a single arbitrator mutually acceptable to the parties, or, in the event the parties are unable to agree upon a single arbitrator within thirty (30) days of the date the notice of arbitration is given, by a single arbitrator appointed by the Association. Unless the arbitrator awards otherwise, the cost of the arbitration shall be ratably borne by the parties to the proceeding. The decision of the arbitrator shall be final and binding on all parties. A judgment upon the award rendered may be entered in any court having jurisdiction thereof. If a court action seeking injunctive relief is filed, such action shall be limited to an action for injunctive relief only. Where injunctive relief is sought, the courts of North Carolina shall have exclusive jurisdiction over such legal action and, by their signatures below, the parties consent to the exclusive, personal jurisdiction by the courts of North Carolina and to venue in Wake County, North Carolina and waive any objection thereto.

12. MISCELLANEOUS. This Agreement constitutes the entire agreement between the parties on this subject matter and supersedes any and all prior agreements, arrangements and understandings, whether written, oral, electronic, or otherwise, between the parties. No modification of this Agreement shall be binding unless in writing and signed by the party against which that modification is sought to be enforced. The rights and remedies provided by this Agreement are cumulative and are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. The use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. No waiver of any right or remedy shall be enforceable unless it is in writing and signed by all of the parties in interest that may be adversely affected by such waiver and, in any event, shall not operate as a waiver of any other right or remedy or of the same right or remedy on a future occasion. Neither party may assign this Agreement without consent of the other party; provided that Licensor may assign this Agreement in connection with the sale of substantially all of its assets or its merger and/or to any wholly-owned subsidiary entity or a parent entity without the Customer's consent. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and permitted assigns. Except where another form of notice is specifically permitted in this Agreement, all notices required under this Agreement shall be in writing, addressed to the appropriate address noted in this document or as otherwise noted in writing in accordance with this provision, and shall either be: (a) hand delivered (deemed received on receipt or refusal of delivery); (b) when delivered by a nationally recognized overnight express delivery service (deemed received the next business day); (c) when deposited in the United States Mail, registered or certified mail, postage prepaid, return receipt requested (deemed received the third business day after posting); or (d) sent by confirmed email transmission during normal business hours, (deemed received on receipt of transmission). This Agreement shall be construed in accordance with the laws of North Carolina, without giving effect to its conflict of laws principles, and as having been drafted by both parties, jointly, and not in favor of or against one party or the other. All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine, or neuter gender, both as the context requires. This Agreement may be executed in two (2) or more counterparts as the parties may desire and each counterpart shall constitute an original. Each party will execute and deliver all additional documents and do all other acts as may be reasonably necessary to carry out the provisions and intent of this Agreement. Nothing in this Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture, or agency between the parties. In any action or proceeding brought to enforce any provision of this Agreement, or where any provision of this Agreement is validly asserted as a defense, the successful party shall be entitled to recover reasonable attorneys' fees from the unsuccessful party, in addition to any other available remedy. Each party will bear all costs incurred by it in

connection with the preparation and negotiation of this Agreement and neither shall have any right to any reimbursement, payment, or compensation of any kind from the other in respect of such costs.

13. RIGHT TO REFUSE. You acknowledge that Optimize reserves the right to refuse service to anyone and to cancel user access at any time.

14. ACKNOWLEDGEMENT. By using the Optimize Products, WebSite and/or System, you acknowledge that you have read these terms and conditions of use and agree to be bound by them, and that you are over the age of eighteen and have authority to enter into this Agreement.