

RippleMatch Master Subscription Agreement

This Master Subscription Agreement (the “**MSA**”) governs the use of RippleMatch’s candidate matching services and associated products and services (collectively, the “**Service**”) as set forth in an applicable Order Form executed between RippleMatch Inc., a Delaware corporation (“**RippleMatch**”) and the entity placing an order for software and services (“**Client**”). By executing an Order Form that incorporates this MSA by reference, Client agrees to the terms and conditions set forth in the MSA. Together, the MSA and any applicable Order Form(s) constitute the “**Agreement**”). This agreement was last updated on March 8, 2019.

1. Access and Use.

- 1.1. Access Right. Subject to the terms and conditions of this Agreement, RippleMatch grants to Client during the term hereof a nonexclusive, non-sublicensable and nontransferable right to access and use the Service solely for Client's internal business purposes in compliance with all applicable laws. The foregoing license includes the right for Client's employees and third-party contractors and consultants to access and use the Service solely on behalf of Client, provided that Client shall be responsible for any liabilities arising therefrom. Client may not use (or authorize the use of) the Service for any other purpose or for the benefit of any other party. This access right terminates at the end of the Subscription Period or earlier termination of the Service in accordance with this Agreement.
- 1.2. Service Availability. RippleMatch's goal is to make the Service available 24 hours a day, 7 days a week, except during scheduled maintenance windows, but RippleMatch does not represent or guarantee that such goal will be achieved at all times. Client acknowledges that Client's ability to access and use the Service may also be affected by resources and factors outside the control of RippleMatch, including Client's access to the internet. RippleMatch may monitor and log use and performance of the Service and may modify the Service in its sole discretion.
- 1.3. Non-Circumvention. Client shall not attempt to circumvent or disable any access or use restrictions put in place by RippleMatch, nor enter into any separate business transaction with any person or entity to avoid Client’s obligations in this Agreement.
- 1.4. Passwords and Account Security. Client is responsible for maintaining the security and confidentiality of all passwords associated with Client's account, and for all activities that occur under Client's account.

2. Pricing.

- 2.1. Subscription Fee. Client may access the Service on an all-access subscription basis for the term described in the applicable Order Form (“**Subscription Period**”) commencing on the start date, subject to Client's payment of the specified fee. Except as otherwise described by the Order Form, the Service will automatically renew for an additional term equal in length to the expiring subscription term at RippleMatch's then-current prices unless either party gives the other written notice of non-renewal at least 30 days prior to the current Subscription Period's end date. RippleMatch will invoice Client on or before 30 days prior to the end date of the current Subscription Period. Subscription Fees are not refundable in the event of termination before the end of the Subscription Period.
- 2.2. Placement Fee. If RippleMatch and Client agree to a success-based agreement, Client may access the Service on a success basis under which RippleMatch will identify and refer candidates to Client based on qualifications provided by Client. If Client hires any candidate identified or referred by RippleMatch, Client shall pay to RippleMatch a Placement Fee in the amount specified by the applicable Order Form. Client shall notify RippleMatch within fourteen (14) business days after Client hires a candidate identified or referred by RippleMatch, including the name, date of hire and gross annual compensation for each

such candidate. RippleMatch shall promptly invoice Client for the amount of the Placement Fee. In the event a candidate referred to or identified by RippleMatch has applied to Client directly within thirty (30) calendar days before RippleMatch's referral, Client shall, within three (3) days of receipt of RippleMatch's referral, inform RippleMatch in writing of the time and date of the candidate's direct application. In such case, Client shall not be responsible for payment of a Success Fee. Client's obligation to pay any Success Fee shall survive the termination of this Agreement.

2.3. Payment. All invoices shall be delivered to Client via email at the address provided by Client. Client shall pay RippleMatch within 30 days of the invoice date. If Client withholds payment of any amount due under an invoice, RippleMatch may suspend Client's access to and use of the Service until the outstanding balance has been paid in full. RippleMatch will restore access to the Service promptly after all outstanding amounts owed have been paid. The fees payable hereunder exclude all applicable sales, use and other taxes, and Client will be responsible for payment of all such taxes, fees, duties and charges, and any related penalties and interest, that may arise from Client's use of the Service.

2.4. Confidentiality. Client shall maintain the privacy and confidentiality of (a) any confidential or proprietary information, source code, software tools, designs, schematics, plans or any other information relating to any technical or marketing or business plan or financial or personnel information relating to RippleMatch, its present or future products, services, sales, suppliers, clients, employees, investors or business, or any similar information and (b) the identity, personal information and resume of any candidate submitted by RippleMatch to Client in the course of provision of the Services ("**Confidential Information**"). If Client is required by a subpoena or court order to disclose Confidential Information, Client shall provide RippleMatch with prior sufficient notice to allow RippleMatch to seek a protective order.

3. Intellectual Property Rights.

3.1. Reservation of Rights. All rights not expressly granted herein are reserved by RippleMatch, including, but not limited to, the unrestricted right to grant access to the Service to third parties in any form anywhere. Nothing in this Agreement is intended by the parties to constitute a sale of software.

3.2. Title. The Service (including the software and associated documentation underlying the Service and the candidate information) are the valuable proprietary and trade secret information and property of RippleMatch or its licensors. Title, ownership rights and intellectual property rights, including but not limited to, copyright and patent rights, in the Service, and all derivatives thereof, shall remain with RippleMatch and its licensors. Client will not take any action to jeopardize, limit or interfere in any manner with such ownership or other rights.

3.3. Marks. The trademarks, logos and service marks ("**Marks**") displayed in the Service and on RippleMatch's website are the property of RippleMatch or third parties. Client shall not use any Mark (or allow the use of any Mark by any of Client's third-party contractors or consultants) without the prior written consent of RippleMatch or applicable third-party owner of the Mark.

3.4. Publicity. RippleMatch may include Client's name and corporate logos on its website, client list, corporate brochure and other printed materials.

3.5. Feedback. Client hereby grants RippleMatch the right to use (without charge) any feedback, ideas or other suggestions communicated by Client to RippleMatch.

4. No Warranty.

THE SERVICE AND ANY RELATED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED. RIPPLEMATCH DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RIPPLEMATCH DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CLIENT'S NEEDS OR REQUIREMENTS, THAT ANY INFORMATION OBTAINED THROUGH USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, THAT USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, OR THAT ALL DEFECTS IN THE SERVICE WILL BE CORRECTED.

5. Termination.

- 5.1. By Client. Client may terminate this Agreement (and cancel the Service) at any time upon 30 days prior written notice to RippleMatch. Client will not owe any fees for periods subsequent to the effective date of such notice. Any fees paid before termination are not refundable.
- 5.2. By RippleMatch. RippleMatch may terminate this Agreement (and Client's access to the Service) at any time if Client has (i) failed to pay the required fee when due or (ii) committed any other material breach of this Agreement and failed to cure such material breach within 15 days after receiving written notice of such material breach from RippleMatch.
- 5.3. Effects of Termination. Upon the expiration or termination of this Agreement, RippleMatch will disable Client's online access to the Service. Termination of this Agreement will not relieve either party from its obligation to comply with any terms of this Agreement that call for performance prior or subsequent to the termination date of the Service, including Client's obligations of confidentiality and to pay for the Service for periods prior to the termination date, including Placement Fees as contemplated by Section 5.1.

6. Risk of Loss and Limitation of Liability.

- 6.1. Risk of Loss. Client accepts all risk of loss or damage to the computer systems or other devices of Client and of Client's third-party contractors and consultants, or loss of data, which results from or in connection with use of the Service by Client and/or Client's third-party contractors and consultants.
- 6.2. Limitation of Liability. IN NO EVENT WILL RIPPLEMATCH BE LIABLE FOR ANY LOST PROFITS; LOSS OR CORRUPTION OF DATA; LOSS OR INTERRUPTION OF BUSINESS, GOODWILL OR REPUTATION; OR FOR ANY OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES OF ANY KIND EVEN IF RIPPLEMATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL RIPPLEMATCH'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING TORT, CONTRACT, NEGLIGENCE AND STRICT LIABILITY, EXCEED THE AMOUNTS PAID TO RIPPLEMATCH BY CLIENT FOR ACCESS TO THE SERVICE DURING THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE DATE THE CLAIM AROSE. Client acknowledges and agrees that the foregoing limitations of liability are essential elements of the bargain and that in the absence of such limitations, the financial and other terms of this Agreement would be substantially different.

7. Indemnification.

- 7.1. Client acknowledges that by making the Service available, RippleMatch does not assume any responsibility or liability for the risks associated with Client's business. Client shall defend, indemnify

and hold harmless RippleMatch and its affiliates, officers, directors, employees, agents and representatives from and against all claims by third parties arising out of or relating in any way to the conduct of Client's business or the use of or inability to use the Service, and all associated losses, costs, damages and settlements, including legal fees and expenses.

- 7.2. RippleMatch shall hold Client harmless from liability to third parties resulting from infringement by the Service of any United States patent or of any copyright or from misappropriation of any trade secret, provided RippleMatch is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. RippleMatch will not be responsible for any settlement it does not approve in writing.

8. Representations and Warranties.

Client represents and warrants that (1) it has full authority to execute this Agreement; (2) it shall comply with all laws applicable to the operation of its business and use of the Service including laws relating to non-discriminatory hiring practices; (3) it is not a party to any contract that would prohibit it from performing its obligations under this Agreement; and (4) it is entering into this Agreement for business purposes and not as a consumer (as that term is defined under state or federal law). Client agrees that it shall at all times treat all candidates with respect, advise candidates in advance if an interview appointment will be missed or needs to be changed, maintain and enforce non-discriminatory hiring and employment practices and non-harassment policies, comply with data protection and privacy laws, and communicate truthfully and transparently with candidates.

9. Miscellaneous

- 9.1. Independent Contractors. The relationship of the parties established by this Agreement is that of independent contractors, and not as partners, joint-venturers, co-owners or otherwise as participants in a joint or common undertaking.
- 9.2. Assignments; Successors; Severability; Waivers. Client may not assign or transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement to any third party without RippleMatch's prior written consent. Any attempted assignment or transfer in violation of the foregoing is null and void and a material breach of this Agreement. This Agreement inures to the benefit of RippleMatch and its successors and assigns. If any provision of this Agreement is unenforceable, the remaining provisions will continue in full force and effect. All waivers must be in writing. Any failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of that or any other provision.
- 9.3. Notices. Any notice given under this Agreement shall be by email and sent to the last address provided in writing by a party to the other party. Notices shall be effective upon receipt.
- 9.4. Governing Law; Venue; Remedies. This Agreement shall be governed by the internal laws of the State of New York excluding its conflict of laws rules. Any dispute arising from or relating to the subject matter of this Agreement shall be subject to the exclusive jurisdiction and venue of the state and Federal courts of New York County, NY. The parties' rights and remedies under this Agreement are cumulative and the parties may obtain injunctive relief.
- 9.5. Construction. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. Any use of "including" shall also be deemed to mean "including without limitation." Any ambiguity in this Agreement shall be interpreted equitably without regard to which party drafted the Agreement or any provision thereof.

9.6. Entire Agreement. This Agreement, together with any applicable Order Forms or Statement of Works, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings and communications, whether written or oral. This Agreement may be amended only by a written document signed by both parties.