

JobsEQ[®]
SUBSCRIPTION AGREEMENT

This Subscription Agreement (this “Agreement”) is effective as of August 16, 2021 (the “Effective Date”), and is made by and between Chmura Economics & Analytics, LLC, a Virginia limited liability company located at 1309 East Cary Street, Richmond, VA 23219 (“Chmura”), and the County Board of Arlington County Virginia, located at 2100 Clarendon Blvd., Arlington, VA 22201, acting through Arlington Economic Development (“Client”).

Recitals:

Whereas, Client desires to obtain a subscription license to the Chmura JobsEQ[®] Platform, to utilize Chmura’s proprietary JobsEQ[®] workforce and economic management tools and the proprietary data therein; and

Whereas, Chmura is willing to grant Client a subscription license on the terms and conditions set forth herein;

Now, Therefore, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, Chmura and Client hereby agree as follows:

1. Definitions.

(a) “Affiliate” of an entity means any entity which, directly or indirectly, controls, is controlled by or is under common control with such entity, where control means the ability to direct the affairs of an entity through ownership of voting interest, contract rights or otherwise.

(b) “Chmura Intellectual Property” means: (i) the Chmura Software; (ii) the Chmura JobsEQ[®] Platform; (iii) Data; (iv) the Documentation; (v) all Derivative Works of the foregoing; and (vi) and all patents, copyrights, trade secret rights and other intellectual property rights with respect to the foregoing (i) – (v).

(c) “Chmura JobsEQ[®] Platform” means Chmura’s proprietary, online JobsEQ[®] platform, located at www.JobsEQ.com.

(d) “Chmura Software” means Chmura’s proprietary JobsEQ[®] workforce and economic management software, modeling tools, Documentation, and all Data included therein.

(e) “Claim” shall have the meaning set forth in Section 7(a) below.

(f) “Client Indemnitees” shall have the meaning set forth in Section 7(a) below.

(g) “Client User Information” means all data in any format relating to End Users or Client employees or agents.

(h) “Confidential Information” shall have the meaning set forth in Section 9(a) below.

(i) “Data” means the datasets available through the Chmura JobsEQ[®] Platform.

(j) “Derivative Work”, as well as “display”, “perform” and “copies,” are as defined in the U.S. Copyright Act, Title 17 of the U.S. Code, as amended.

(k) “Disclosing Party” shall have the meaning set forth in Section 9(a) below.

(l) “Documentation” means any documentation, materials, or other instructions provided to Client as a licensed user of the JobsEQ® Platform, including without limitation the content of the “Help” feature of the JobsEQ® Platform.

(m) “End Users” means those individuals permitted to access the JobsEQ® Portal as set forth on Schedule 1.

(n) “In Bulk” means downloading all or parts of the Data in a systematic or regular manner so as to create a collection of materials comprising all or part of the Data whether or not such collection is in electronic or print form.

(o) “License Fees” shall have the meaning set forth on Schedule 1.

(p) “Losses” shall have the meaning set forth in Section 7(a) below.

(q) “Products” shall mean, collectively, the Chmura JobsEQ® Platform and the Chmura Software.

(r) “Receiving Party” shall have the meaning set forth in Section 9(a) below.

(s) “Term” shall mean the subscription term of this Agreement as set forth on Schedule 1.

2. License Grant and Restrictions on Use.

(a) License. Chmura grants to Client, only for use by Client’s authorized End Users as set forth on Schedule 1, a non-exclusive, non-transferable (except as set forth herein), non-sublicensable, worldwide, license to access the Chmura JobsEQ® Platform and to use the Chmura Software solely for Client’s business purposes and in accordance with the permitted uses set forth in Section 2(b). Client may not disclose Data to third parties who are consultants or businesses that compete with Chmura in consulting or in providing labor market data or compete with Chmura in any manner. Client agrees that it shall include an acknowledgement of Chmura’s JobsEQ as the source for any Data extracted from the Chmura JobsEQ® Platform in any printed materials containing such Data.

(b) Permitted Uses. Subject to the provisions herein, End Users may use the Data in the ordinary course of Client’s business purposes for:

(i) Client’s internal research purposes;

(ii) Providing information regarding a limited number of particular industries, occupations, programs, or regions to Client’s stakeholders, clients, or prospective clients;

(iii) Marketing Client’s organization or region;

(iv) Creating periodic general research reports for in-house use or for stakeholders’, clients’, or prospective clients’ use.

(v) Subject to the provisions herein, Client may print Data or copy Data into other programs, so long as the amount of Data being printed or copied is reasonably tailored for Client’s purposes and used in compliance with these use and copying provisions.

(c) Restrictions on Use. Client agrees that:

(i) Client shall not rent, sell, assign, lease, or sublicense the Chmura JobsEQ® Platform or any Data, nor use the Chmura JobsEQ® Platform in a service bureau, outsourcing or other arrangement to process or analyze data on behalf of any third party, except as expressly set forth in the Permitted Uses above.

(ii) Client shall not download or attempt to download Data In Bulk.

(iii) Client shall not access the Chmura JobsEQ® Platform using any tools to automate such access (by way of example but not limitation, such as using a browser plugin to automate Client's web browser).

(iv) Client shall not knowingly access, store, or transmit via the Chmura JobsEQ® Platform any material that:

(A) is unlawful, harmful, or infringing;

(B) facilitates illegal activity; or

(C) causes damage or injury to any person or property.

(v) Client shall not violate or attempt to violate the security of Chmura's networks, including (A) accessing Data not intended for Client; (B) accessing a server or account which Client is not authorized to access; (C) attempting to scan or test the vulnerability of a system or network or to breach security or authentication measures; or (D) attempting to interfere with the availability or functionality of the Chmura JobsEQ® Platform, including by means of submitting a virus, overloading, flooding, spamming, mail bombing or crashing;

(vi) Notwithstanding any other provision herein or on any Schedule, Client shall not share the Data with any competitors or consultants competing directly with Chmura.

(vii) Client shall not decompile, disassemble, reverse engineer or otherwise attempt to derive source code from the Chmura Software or the Chmura JobsEQ® Platform, in whole or in part, nor will Client use any mechanical, electronic, or other method to decompile, disassemble, or identify the source code of the Chmura Software or encourage others to do so;

(viii) Client shall not use or distribute any Data to directly or indirectly create or contribute to the development of any database or product;

(ix) Client shall not make any portion of the Data publicly available, except as expressly set forth in the Permitted Uses above;

(x) Client shall not store, copy, or export any portion of the Data into any database or other software, except as expressly set forth in the Permitted Uses above;

(xi) Client shall not upload, post, or otherwise publish any portion of the Data on, or provide access to any portion of the Data through the internet, any other electronic network, and data library, any listing service, or any other data sharing arrangement, except as expressly set forth in the Permitted Uses above;

(xii) Client shall comply with Chmura's policies and procedures set forth in Schedule 2, End User License Agreement (EULA), which is hereby attached and made part of this Agreement. To the extent there is a conflict between this Agreement and the EULA, this Agreement shall control.

(xiii) Client shall cause each of Client's authorized End Users to comply with the obligations set forth in this Section.

3. Training Services; Uptime.

(a) Training. Weekly training sessions are included in the License Fees – typically one or two webinars per week are available. Webinar users will be undisclosed to other attendees to protect their privacy. In addition to the weekly training session, the JobsEQ® live chat feature provides technical assistance during most business hours. JobsEQ® also includes video tutorials and written documentation in the online Help section. Client may request additional training sessions for the authorized End Users at Chmura's hourly rate as set forth on Schedule 1.

(b) Chmura JobsEQ® Platform. The Chmura JobsEQ® Platform will go offline from time to time for maintenance. Chmura will use best efforts to provide notice (e-mail acceptable) of maintenance periods at least 24 hours in advance and to perform maintenance on weekends or after 5 p.m. CST on weekdays; provided, however, that in emergency situations such advance notice may not be possible.

(c) Internet Access. Except for maintenance as provided in subsection (b) above, and subject to the limitations below, the Chmura JobsEQ® Platform shall be available 24 hours per day/7 days per week.

(d) Client understands and agrees that occasional temporary interruptions of Internet service may occur due to acts of God, interruption in service by co-locator or other reasons beyond the reasonable control of Chmura which may interrupt or degrade the content of or delivery of information available from Chmura JobsEQ® Platform from time to time. IN THE EVENT AN INTERRUPTION OF CHMURA'S ABILITY TO PROVIDE ACCESS TO THE CHMURA JOBSEQ® PLATFORM LASTS MORE THAN FIVE (5) BUSINESS DAYS, CLIENT SHALL HAVE THE OPTION TO TERMINATE THIS AGREEMENT AND RECEIVE A PRO-RATA REFUND OF THE ANNUAL FEES PAID BY CLIENT FOR THE TERMINATED PORTION OF THE TERM.

4. Ownership. Client acknowledges and agrees that the Chmura Intellectual Property is owned exclusively by Chmura (including, without limitation, the look and feel, designs, algorithms, databases structures, methodologies, and know-how associated with the Chmura Intellectual Property and all updates, upgrades, improvements, customizations and enhancements to the JobsEQ® Platform) and Client has no ownership rights in any Chmura Intellectual Property except the limited license granted in Section 2 above.

5. Financial Matters and Fees.

(a) Fees. Client agrees to pay the annual License Fees set forth on Schedule 1.

(b) Taxes. Client shall pay or reimburse Chmura for all sales and use taxes levied or imposed by reason of the performance by Chmura under this Agreement; excluding, however, income taxes on Chmura's gross income, employment taxes and taxes based on professional licenses or business operations which may be levied against Chmura.

(c) Invoicing and Payment. Chmura accepts payments by check, ACH/Debit, EFT, VISA, MasterCard and American Express. Payment by credit card is subject to a 2% convenience fee. Chmura does not offer a discount for paying by check, ACH/Debit, or EFT. Unless otherwise expressly set forth on Schedule 1, Client shall pay the initial License Fees within thirty (30) days following execution of this Agreement by Client. Invoices for subsequent annual Terms shall be paid by Client by the due date, which shall be the day following the last day of the previous Term. Invoices 15 days past due are subject to a 1.5% late fee. Invoices 45 days past due will result in a suspended subscription, if applicable.

6. Limitations on Warranties and on Liability.

(a) DISCLAIMER OF WARRANTIES. CHMURA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY END-USER AS TO THE ACCURACY OR ADEQUACY OF OR OMISSIONS FROM ANY DATA OR AS TO THE ADEQUACY OF RESULTS TO BE OBTAINED BY USING THE JOBSEQ[®] PLATFORM, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CHMURA DOES NOT WARRANT THAT: (i) THE JOBSEQ[®] PLATFORM WILL BE FREE FROM MINOR DEFECTS OR ERRORS THAT DO NOT MATERIALLY AFFECT ITS PERFORMANCE; (ii) THE JOBSEQ[®] PLATFORM WILL OPERATE UNINTERRUPTED OR CAN BE ACCESSED AND USED BY END USERS AT ALL TIMES WITHOUT INTERRUPTION, (iii) THE JOBSEQ[®] PLATFORM IS COMPATIBLE WITH ANY SOFTWARE, SERVICE OR HARDWARE UTILIZED BY CLIENT OR END USERS EXCEPT AS EXPRESSLY APPROVED IN WRITING BY CHMURA; OR (iv) THAT ANY DATA CONTAINED IN THE JOBSEQ[®] PLATFORM, IS SUFFICIENT TO MEET CLIENT'S OR ANY END USER'S BUSINESS, EDUCATIONAL OR TRAINING REQUIREMENTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT TO THE CONTRARY, THE JOBSEQ[®] PLATFORM, THE CHMURA SOFTWARE AND THE DATA ARE PROVIDED "AS IS" AND WITH ALL FAULTS.

(b) LIMITATION OF LIABILITY. IN NO EVENT, EXCEPT WITH REGARD TO CLAIMS OF INTELLECTUAL PROPERTY INDEMNIFICATION, SHALL CHMURA BE LIABLE FOR DAMAGES UNDER THIS AGREEMENT EXCEEDING THE ANNUAL LICENSE FEE PAID OR PAYABLE BY CLIENT TO CHMURA UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS) REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Indemnification.

(a) By Chmura. Chmura shall indemnify, defend and hold harmless Client and its Affiliates and their respective officers, directors, employees, and agents (the "Client Indemnitees") from and against any loss, damages, expenses, and costs (including reasonable attorney's fees and court costs) (collectively, "Losses") suffered or incurred by the Client

Indemnites arising out of any threatened or actual claim, action or proceeding (“Claim”) that the Chmura Products or Client Indemnites’ use thereof infringes a patent or copyright, or misappropriates a trade secret or otherwise violates the rights of a third party. Chmura shall control the defense of any such Claim and, at its discretion, may enter into a stipulation of discontinuance and settlement thereof; provided that Chmura shall not enter any settlement that requires anything other than the payment of money without Client’s prior written approval. Client shall cooperate, at Chmura’s expense, with Chmura in any such defense and shall make available to Chmura all those persons, documents and things required by Chmura in the defense of any such Claim. Client may, at its expense, also assist in such defense with counsel of its own choosing.

(b) Remedies. If Chmura is required to indemnify the Client Indemnites pursuant to Section 7(a) above, Chmura shall, at its option, either procure for Client the right to continue using the Chmura JobsEQ® Platform or modify the Chmura JobsEQ® Platform to permit Client to exercise its rights hereunder. If the foregoing options are not available, Chmura may terminate this Agreement and, in such event, shall refund to Client the pro rata portion of the License Fee for the remainder of the then-current annual Term. Sections 7 (a) and (b) state Chmura’s entire obligations concerning infringement of third-party rights.

8. Term and Termination.

(a) Term. The Work will commence on August 16, 2021 and must be completed no later than August 15, 2022 (“Initial Contract Term”), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a bilateral Notice of Renewal, authorize continuation of the Agreement under Schedule 1 contract prices for not more than four (4) additional 12-month periods, from August 16, 2022 to August 15, 2026 (each a “Subsequent Contract Term”). The Initial Contract Term and any Subsequent Contract Term(s) are together the “Contract Term”.

(b) Termination for Cause. Either party may terminate this Agreement at any time upon the occurrence of the following:

(i) the voluntary or involuntary dissolution and liquidation of the other party, the filing of a voluntary petition in bankruptcy, the filing of an involuntary petition in bankruptcy by creditors of the other party, which petition is not dismissed within ninety (90) days, or a general assignment by the other party for the benefit of creditors; or

(ii) if the other party has committed a material breach of any of the provisions of this Agreement, and such breach is not cured within thirty (30) days following the breaching party’s receipt of notice from the non-breaching party specifying such breach; provided, however, that Chmura may at any time without prior notice terminate a specific End User’s access to the Chmura JobsEQ® Platform if, in Chmura’s sole judgment (A) Client (or any End User) has breached its obligations under Section 2(b), (B) an End User’s credentials have been compromised, or (C) any activity by Client or an End User appears to constitute misuse of, or may cause damage to, the Chmura JobsEQ® Platform or the Data.

(c) Effect of Termination. Upon the termination of this Agreement pursuant to this Section 8 Chmura shall immediately terminate Client’s access to the Chmura JobsEQ® Platform and disable all passwords issued to Client and its End Users. In the event of termination of the Agreement for material breach by Chmura, Chmura shall refund to Client the pro-rata portion of

the Annual License Fees paid by Client for the remainder of the then-current Term. In the event of termination of the Agreement for material breach by Client, then upon such termination, (A) Chmura shall be entitled to retain all License Fees paid by Client as of the date of termination, and (B) Client shall immediately pay Chmura all remaining License Fees due for the remainder of the then-current term.

9. Confidential Information.

(a) Generally. Each party (the “Receiving Party”) will hold the Confidential Information of the other party (the “Disclosing Party”) in confidence for the Disclosing Party and, except as may be authorized by the Disclosing Party in writing, the Receiving Party will not use or disclose Confidential Information to any persons except as contemplated hereunder. “Confidential Information” shall include any and all information of the Disclosing Party or its Affiliates which is disclosed hereunder and either identified in writing as “Confidential” or “Proprietary”, or which, under the circumstances, ought reasonably to be treated as confidential or proprietary and shall include the Chmura Software, Documentation, and In Bulk Data.

(b) Exceptions. These confidentiality obligations shall not apply: (i) to any information or development which is or subsequently becomes available to the general public other than through a breach of this Agreement by, or fault of, the Receiving Party, or any party to whom it discloses Confidential Information; (ii) to any information or development which the Receiving Party can establish was already known to it before disclosure by the Disclosing Party; (iii) to any information or development which is developed through the independent efforts of the Receiving Party without regard to, reliance upon, use of or reference to any Confidential Information of the Disclosing Party; (iv) to any information or development which the Receiving Party rightfully and lawfully receives from a third party which is not under restriction as to confidentiality or use of such information; or (v) to any disclosure required as a result of the process of law or under applicable law, or pursuant to the order or subpoena of a government agency or court of competent jurisdiction, provided that the Receiving Party immediately notifies the Disclosing Party of the matter, and permits the Disclosing Party to seek a protection order, if it deems it necessary, prior to the release of the Confidential Information.

(c) Survival. The obligations of confidentiality contained herein will survive and continue in full force and effect after the expiration or termination of this Agreement and will bind the parties and their successors and assigns.

(d) Client User Information. Notwithstanding anything herein to the contrary, it is understood that the Client User Information shall be considered Client Confidential Information and shall be treated as Confidential Information by Chmura and at no time shall be distributed to a third party or used by Chmura either before or after termination of this Agreement.

(e) Injunctive Relief. In the event of use or disclosure of any Confidential Information in a manner inconsistent with this Agreement or any other breach of this Section 9, the parties hereto acknowledge that a party or its affiliates, as applicable, may be caused irreparable damage, and that monetary damages alone may not be an adequate remedy for such breach and, in addition to any other relief to which it may be entitled, the injured party shall be entitled to seek, temporary and permanent injunctive relief to restrain any such breach, threatened or actual.

10. General Provisions.

(a) Independent Contractor. Each party acknowledges and agrees that the other is an independent contractor and shall have no authority to act as an agent of the other, nor shall either party bind or purport to bind the other to any commitment or obligation.

(b) Assignment, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Chmura may assign any payments due or owing under this Agreement. No assignment by Chmura of any payments due or owing under this Agreement shall affect Client's rights or Chmura's obligations hereunder. Neither Client nor Chmura may assign its obligations hereunder, except either party may assign this Agreement in the event of a sale of substantially all of its assets or shares, or may assign this Agreement to its Affiliates, without the prior written consent of the other party.

(c) Notices. All Notices required by this Agreement for either party are to be in writing (which shall not include email unless expressly permitted in the section of this Agreement where notice is required) and shall be forwarded as follows:

(i) If to Chmura:

Dr. Christine Chmura
Chmura Economics & Analytics, LLC
1309 East Cary Street
Richmond, VA 23219

With a copy to:

Janet P. Peyton, Esq.
McGuireWoods LLP
Gateway Plaza
800 East Canal Street
Richmond, VA 23219

If to Client:

Conor Courtney
Arlington Economic Development
1100 N. Glebe Rd
Suite 1500
Arlington, VA 22201

Changes in address by either party shall be made by written notice to the other party as above provided. Notices required by this Agreement shall be deemed received (A) upon delivery, when delivered in person or by commercially receipted courier, (B) upon the date sent by facsimile, if confirmed by written courier delivery or U.S. Postal Service, or (C) five (5) days after deposit

with the U.S. Postal Service by registered or certified mail. Notwithstanding the foregoing, invoices shall be sent to the Client billing contact identified on Schedule 1.

(d) Entire Agreement. This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements, representations, memoranda, and correspondence concerning the understandings between the parties regarding the subject matter hereof.

(e) Conflicts. In the event of a conflict between this Agreement and a Schedule, the terms of this Agreement shall govern, except as provided herein or to the extent the Schedule explicitly references this Section and the Section of the Agreement which it is modifying. The terms of this Agreement and each Schedule are to be construed, so far as is reasonably practicable, to be harmonious and consistent.

(f) Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the law of the Commonwealth of Virginia, without regard to its conflict of law and choice of law rules. Each party hereby agrees to submit to jurisdiction of the state or federal courts situated in the Commonwealth of Virginia.

(g) Publicity. Client consents to Chmura's use of Client's name for the sole purpose of acknowledging Client as a user of the Chmura JobsEQ® Platform and Data in marketing materials.

(h) No Waiver. No modification, amendment, or waiver of the terms hereof shall be effective unless in the form of a written instrument signed by or on behalf of Chmura and Client.

(i) Severability. If any provision of this Agreement, or the application thereof, will for any reason and to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will be interpreted so as best to reasonably effect the intent of the parties. The parties further agree to replace any such invalid or unenforceable provisions with valid and enforceable provisions designed to achieve, to the extent possible, the business purposes and intent of such invalid and unenforceable provisions.

(j) Force Majeure. Neither party shall be held responsible for any delay or failure in performance hereunder caused by fires, strikes, embargoes, acts of God, acts of terrorism, or other causes beyond its reasonable control.

(k) Survival. The rights and obligations of Sections 2(b), 6, 7, 8, 9, and 10 together with those other provisions which by their nature should survive, will so survive and continue in full force and effect after any expiration or termination of this Agreement and will bind the parties and their successors and assigns.

(l) Section and Paragraph Headings. Section and paragraph headings are for purposes of identification only and are not to be deemed provisions of this Agreement or in any way to alter the contents of the sections or paragraphs they head.

(Signatures Follow)

IN WITNESS WHEREOF, the parties thereto have duly executed this Agreement to be effective as of the Effective Date.

Chmura Economics & Analytics, LLC

DocuSigned by:
By: Leslie Peterson
0469A64744F0457...

Name: Leslie Peterson

Title: President & CSO

Date: 8/13/2021

Name: Leslie Peterson

Title: Account Manager

County Board of Arlington County, Virginia

DocuSigned by:
By: Arlene Palmer
A10432A20B7746C...

Name: Arlene Palmer

Title: Buyer

Date: 8/17/2021

Schedule 1
to
JobsEQ®
Subscription Agreement

Client: Arlington Economic Development

Term: The Term of this Agreement shall commence on August 16, 2021 and continue until August 15, 2022. Renewal terms shall be as set forth in the Agreement.

Authorized End Users: [LIST # OF END USERS AND NAMES AND EMAIL ADDRESSES]

- 1.
- 2.
- 3.
- 4.

Product: JobsEQ PRO and Real-Time Intelligence (RTI)

Annual License Fees: \$14,175 for JobsEQ PRO and Real-Time Intelligence for \$3,543.75 for a TOTAL of \$17,718.75 for year 1.

Year 2: \$18,250.31

Year 3: \$18,797.81

Year 4: \$19,361.74

Year 5: \$19,942.59

Client billing contact: _____

Chmura Blended Hourly Rate for additional services: \$250/hour

License provides access to the following geographic area: access to data for the entire USA, down to the county level.

Schedule 2 – End User License Agreement (EULA)

END USER LICENSE AGREEMENT (EULA)

Before accessing JobsEQ®, you must read and accept this End User License Agreement (EULA).

End User License Agreement For JobsEQ® Software Product

APPLICATION LICENSE

Supplier hereby grants each Authorized User an annual non-transferable, non-exclusive, US license to access and use the JobsEQ® Platform during the term of this Contract via the Internet.

RESTRICTIONS

A. General Use Restrictions

An Authorized User shall not directly or indirectly copy or reproduce all or any part of the JobsEQ Platform whether electronically, mechanically or otherwise, in any form including, but not limited to, the copying of presentation, style or organization, without prior written permission from Supplier; provided, however, an Authorized User may reproduce and distribute, but not resell, any JobsEQ Platform output (e.g., reports) generated by Authorized User. **Such Authorized User may not allow access to the JobsEQ Platform by third party vendors who are under contract with such Authorized User to provide services on or behalf of such Authorized User unless it has obtained the prior written permission of Supplier.**

B. Specific Use Restrictions

Authorized User shall take reasonable care not to, and shall not intentionally or knowingly, use the JobsEQ Platform to post, transmit, distribute, store or destroy any information: (i) in violation of any applicable law, statute, ordinance or regulation; (ii) in a manner that shall infringe the intellectual property rights of others; (iii) that is defamatory or trade libelous, or (iv) that contains 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.

C. Security

Authorized User shall not violate or attempt to violate the security of the JobsEQ® Platform.

D. Reverse Engineering

Authorized Users shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any of the software comprising or in any way making up a part of the JobsEQ® Platform.