

## VIDCRUITER SUBSCRIPTION AGREEMENT

**IMPORTANT: THIS AGREEMENT CONTAINS THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ACQUIRING A LICENSE FROM VIDCRUITER INC. (“VIDCRUITER”) TO USE THE SERVICE. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT PLEASE DO NOT USE THE SERVICE.**

**IF YOU ARE AN AGENT OR EMPLOYEE OF AN ENTITY, YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY’S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.**

### 1. Definitions.

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**”, for purposes of this Agreement, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

“**Agreement**” means this Subscription Agreement and the Order Form.

“**Applicant**” means any individual whom is interviewed or is invited to an interview by a User through the Service.

“**Applicant Data**” means all data provided by a Applicant to Customer (including any User) through the Service, include the content of any interviews conducted through the Service.

“**Customer**” means the individual or entity entering into this Agreement to receive the Service from VidCruiter and whose details are set out in the Order Form.

“**Customer Data**” means all data derived from Customer and/or its Users’ and Applicants’ use of the Service and expressly includes Applicant Data.

“**Documentation**” means the technical user documentation for the Service provided by VidCruiter.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“**Order Form**” means an order form for the Services signed by each of VidCruiter and Customer which incorporates the terms of this subscription agreement.

“**Shareable Profile Link Service**” means a tool which enables anyone who has the link access to the content at the link (which may include by way of example complete details of a Applicant, including their personally identifiable information) without inputting a password, which may be titled “Shareable Link Profile”, “Rating Link Profile” or similar in the Service or as otherwise clearly notified by VidCruiter to Customer.

“**Service**” means access to VidCruiter’s software-as-a-service offering that enables Users to use VidCruiter’s recruiting software.

“**Service Fees**” means the fees (as specified in the Order Form) payable by Customer to VidCruiter for the right to receive access to the Service.

“**Term**” has the meaning ascribed to that term in Section 11.1.

“**User**” means any individual or entity who is authorized by Customer in writing or through the Service to use the Service (including without limitation any employee, contractor or similar of Customer.

### 2. Grant of License.

**2.1 Provision of Service.** Conditioned on the provisions of this Agreement and payment of the Service Fees, VidCruiter shall make the Service available to Customer during the Term.

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**2.2 User Accounts.** User accounts are for use by designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Service.

**2.3 Customer Affiliates.** Customer Affiliates may use the Service subject to the terms of this Agreement. Customer shall cause each Customer Affiliate to comply with the terms and conditions of this Agreement to the full extent as if such Affiliate were a party hereto, and any act or omission relating to this Agreement by such Customer Affiliate shall be deemed an act or omission of Customer. In addition, each party may use one or more Affiliates to perform its obligations under this Agreement, provided that such use shall not affect such party's obligations hereunder and any act or omission by such Affiliate relating to this Agreement shall be deemed an act or omission of such party.

### 3. Use of the Service.

**3.1 VidCruiter Responsibilities.** VidCruiter shall: (i) maintain data security procedures and safeguards in accordance with good industry practice with respect to the security and integrity of the Service and the Customer Data; (ii) provide basic support to Customer's Users, at no additional charge; and (iii) use commercially reasonable efforts to make the Service available twenty-four (24) hours a day, seven (7) days a week, except for: (a) planned downtime (of which VidCruiter shall give at least eight (8) hours' notice via the Service and which VidCruiter shall schedule to the extent reasonably practicable during the weekend hours from 6:00 p.m. Eastern Standard Time Friday to 3:00 a.m. Eastern Standard Time Monday); or (b) any unavailability caused by circumstances beyond VidCruiter's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving VidCruiter employees), computer, telecommunications, Internet service VidCruiter or hosting facility failures or delays involving hardware, software or power systems not within VidCruiter's possession or reasonable control, and denial of service attacks.

**3.2 Customer Responsibilities.** Customer is responsible for all activities that occur in User accounts resulting from Customer, its employees', contractors' and agents' access to and use of the User accounts and for its employees', contractors' and agents' compliance with this Agreement. Customer shall: (i) use commercially reasonable efforts, including complying with all reasonable instructions

provided by VidCruiter, to prevent unauthorized access to, or use of, the Service, and notify VidCruiter promptly of any such unauthorized access or use; and (ii) comply (and ensure its Users comply) with all applicable local, state, federal and foreign laws and regulations in using the Service, including without limitation all applicable privacy, communications, anti-spam and export control laws and regulations.

**3.3 Customer's use of the Service:** Customer acknowledge that it is their responsibility, and not that of VidCruiter, for:

- (a) ensuring that the process as well as all questions (even samples provided by VidCruiter) are legal in their jurisdiction;
- (b) any claims from Applicants or third parties relating to any decision made by Customer (including without limitation any hire/no hire decision where applicable);
- (c) any decision (including without limitation any hire/no hire decision where applicable) and the results of the VidCruiter process should not be taken as a recommendation either way;
- (d) ensuring that Customer's hiring process is not discriminatory, including making alternate interview methods available to any applicant that is not able to conduct an interview through the VidCruiter process for any legally protected reason;
- (e) implementing Customer's own terms of use and privacy policy governing Customer's relationship with Applicants in such detail as may be required by law (including without limitation in respect of all aspects of the Service used by Customer in relation to an Applicant's personal information, which may include optional features such as the Shareable Link Profile Service or social media checks);
- (f) including within Customer's terms of use and privacy policy provisions making it clear that Customer, not VidCruiter is responsible for any claims or liabilities relating to Customer's and its Users' use of the Services (including access to and use of Shareable Profile Link Services and processing of Applicant Data);
- (g) any claims relating to equitable estoppel and/or privacy laws; and
- (h) if applicable, ensuring appropriate consents are obtained from Applicants for communication by SMS/text messaging through the Service.

**3.4 Restrictions.** Customer shall not (and shall not allow any third party to): (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Service; (b) circumvent any user limits or other timing or use restrictions that are built into the Service; (c) remove any proprietary notices, labels, or marks from the Service; (d) frame or

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mirror any content forming part of the Service; or (e) access the Service in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Service.

**3.5 Publicity.** Subject to the prior written consent of the referenced party, each party may reference the name of the other party as a customer or vendor and may use the logo of the other party in accordance with the other party's standard guidelines.

**3.6 Video Features.** Through the features of the Service, Customer may have the option to permit Applicants to re-record their interviews. Re-recorded interviews (even if not complete) will replace previous interview content which will not be able available for viewing. In addition, if Applicants do not complete an interview session, there may no recording available for review for such Applicants. Although the video interview process is outlined within the software for Users and Applicants, it is always Customer's responsibility to ensure that Applicants understand the interview process facilitated by the Service and how their personal information will be used.

**3.7 Email Feature.** Customer may choose to have VidCruiter to transmit white-labelled messages to Applicants through the Service on Customer's behalf. To enable this feature, Customer will need to make changes to Customer's DNS records as described in the configuration requirements made available by VidCruiter. Customer is solely responsible for determining the suitability of this service and for compliance with any applicable laws. By enabling this feature, Customer grants VidCruiter permission to transmit such messages on Customer's behalf.

**3.8 Accessibility Features.** The Service contains features and functionality to assist users in complying with their obligations to accommodate Applicants. It is Customer's responsibility to inform VidCruiter if Customer wants certain features switches on or requirements for further information about what features are available and how to properly use them. Customer must always ensure that Customer's use of the Service is in compliance with the laws applicable to Customer's recruitment process.

#### 4. Fees & Payment.

**4.1 Fees.** In consideration for the receipt of the Service, Customer shall pay VidCruiter the Service Fees, all as specified in the Order Form. All amounts are payable in the currency specified in the Order

Form. Fees may be updated by VidCruiter from time to time with effect from the start of the next Renewal Term (if any) by giving Customer not less than sixty (60) days' notice in writing prior to the start of such Renewal Term.

**4.2 Invoicing & Payment.** Unless otherwise stated in an Order Form, Fees for the Service will be invoiced on an annual basis and all undisputed Service Fees (being Service Fees that are not subject to a reasonable and bona fide dispute) are due net thirty (30) days from the invoice date. The invoice date will be on the date the client signs the SaaS agreement and on the anniversary of this date for subsequent years. Customer is responsible for maintaining complete and accurate billing and contact information with VidCruiter.

**4.3 Overdue Payments.** Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at VidCruiter's discretion, late charges at the rate of 1.0% of the outstanding balance per month (12.00% per annum), or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

**4.4 Taxes.** Unless otherwise stated, VidCruiter's fees do not include any direct or indirect local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, goods and services, harmonized, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on VidCruiter's net income or property. If VidCruiter has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides VidCruiter with a valid tax exemption certificate authorized by the appropriate taxing authority.

**4.5 Suspension of Service.** If Customer's account is thirty (30) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, VidCruiter reserves the right to suspend the Service provided to Customer, without liability to Customer, until such amounts are paid in full.

#### 5. Proprietary Rights.

**5.1 Reservation of Rights.** Subject to the limited rights expressly granted hereunder, VidCruiter reserves all rights, title and interest in

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and to the Service and the Documentation and any other materials or content provided as part of the Service, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

**5.2 Customer Data.** As between VidCruiter and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data is deemed Confidential Information under this Agreement. VidCruiter shall not access Customer's User accounts, including Customer Data, except to respond to service or technical problems or at Customer's request or as necessary for the operation of the Service or billing. Customer hereby grants VidCruiter a non-exclusive license for the Term (and for thirty (30) days thereafter) to access and use the Customer Data as reasonably required to provide the Service and to create analytics, compile and use any non-identifiable usage data (collectively "**Service Data**"). For the avoidance of doubt, Service Data is data which does not include any raw Customer Data, personal information or Confidential Information of Customer. All right, title and interest in and to Service Data will be owned by VidCruiter. The parties hereto acknowledge and agree that VidCruiter will destroy all files and data left on the VidCruiter's platform as a result of Customer's usage of the same, within thirty (30) days following the end of this Agreement. If the Customer wishes to retain and transfer data and files from its original location, the Customer will be provided the location of the files and may export files to their desired location at their expense, at any time, during the course of this Agreement and up to thirty (30) days following the end of this Agreement, unless a new agreement is put in place for this data.

**5.3 Feedback.** VidCruiter shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use, incorporate into the Service, or otherwise exploit any suggestions, enhancement requests, recommendations or other feedback ("**Feedback**") provided by Customer or its Users relating to the operation of the Service. For greater certainty, VidCruiter shall have no obligation to modify the Service to implement any Feedback provided by Customer or its Users. Feedback provided to VidCruiter must not be subject to any confidentiality obligations and must not be confidential or proprietary information belonging to Customer, User or any third party.

## 6. Personal Information

**6.1 Personal Information.** Any personal information concerning a contractor or employee of a

party or, in the case of Customer, a Applicant ("**Personal Information**") shall still be considered Confidential Information of such party for the purposes of this Agreement. In addition to the confidentiality obligations set forth in Section 7 below, each party shall (i) hold any Personal Information of the other party secure in accordance with the terms of this Agreement, (ii) protect such Personal Information from unauthorized disclosure by using and installing appropriate technological, physical and organizational security measures, (iii) comply with all laws and regulations relating to the protection and privacy of the Personal Information, including obligations as they exist under the *Personal Information Protection and Electronic Documents Act*, and (iv) if requested by other party, promptly correct or delete Personal Information. The disclosing party hereby grants permission to the other party to use such Personal Information solely for the purpose of carrying out its obligations pursuant to this Agreement and, except as expressly permitted by this Agreement, neither party shall disclose any Personal Information to any third party without the prior written consent of the disclosing party.

**6.2 Storage of Personal Information.** VidCruiter shall store all Personal Information of or relating to Customer or its Affiliates at the location specified in the Order Form.

**6.3 Applicant Requests.** VidCruiter shall:

- a) promptly notify Customer if it receives a request from an Applicant regarding that Applicant's Personal Information under any applicable law;
- b) direct such request to Customer; and
- c) VidCruiter shall provide Customer with commercially reasonable cooperation and assistance in relation to Applicant's request regarding its Personal Information, to the extent legally permitted and to the extent Customer does not have access to such Personal Data through its use of the Services.

**6.4 Shareable Profile Link Service.** Customer may elect to use the Shareable Profile Link Service at its discretion and must notify VidCruiter in writing that this feature should be enabled. If enabled, Customer should include details of the Shareable Profile Link Service in the privacy policy it makes available to Applicants. Customer acknowledges that use by it of the Shareable Profile Link Service results in a risk that it may inadvertently disclose Personally identifiable information of Applicants, particularly if

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it has not selected the option of a password to access such link, whether through the sharing of a link (and/or the associated password, if applicable) to the Shareable Link Profile of a Applicant with an unintended recipient or otherwise. Customer acknowledges that it is solely responsible for such risk, and shall indemnify and hold VidCruiter harmless from any claim, loss, damages, liabilities or costs that may arise from its Users (i) unlawfully disclosing any personally identifiable information of any Applicant through such use or (ii) otherwise sharing or making available (through any act or omission) a link (and/or the associated password, if applicable) to the Shareable Link Profile of an Applicant with an unintended recipient or otherwise. Customer is solely responsible for obtaining all requisite consents from Applicants for the use of and distribution of their personal information through the Shareable Profile Link Service.

### 7. Confidentiality.

**7.1 Definition of Confidential Information.** As used herein, “**Confidential Information**” means all confidential and proprietary information of a party (the “**Disclosing Party**”) disclosed to the other party (the “**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, the Customer Data, the Service, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

**7.2 Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Notwithstanding the foregoing, VidCruiter may: disclose this Agreement to its actual and prospective investors, advisors and partners provided that such disclosure is subject to written confidentiality obligations at least as

restrictive as VidCruiter's confidentiality obligations under this Agreement.

**7.3 Protection.** Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

**7.4 Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, to provide the Disclosing Party the opportunity to contest the disclosure.

**7.5 Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies may be inadequate.

### 8. Warranties & Disclaimers.

**8.1 Warranties.** Each party represents and warrants that it has the legal power to enter into this Agreement. VidCruiter represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and in compliance with applicable law including but not limited to those regarding data safeguarding, personally identifiable information and privacy; (ii) the Service shall perform materially in accordance with the Documentation; (iii) the Service will not contain or transmit to Customer any Malicious Code (except for any Malicious Code contained in User or Customer-uploaded materials or otherwise originating from Customer or a User).

**8.2 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, CUSTOMER ACKNOWLEDGES THAT THE SERVICE IS PROVIDED “AS IS”, AND THAT VIDCRUITER MAKES NO OTHER REPRESENTATIONS AND PROVIDES NO OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS

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ALL IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, INCLUDING ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, QUALITY, DURABILITY, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SPECIFICALLY, BUT WITHOUT LIMITATION, VIDCRUITER DOES NOT REPRESENT, WARRANT OR OFFER ANY CONDITIONS THAT: (I) THE INFORMATION OR MATERIALS ON THIS WEBSITE OR SERVICE ARE CORRECT, ACCURATE, RELIABLE OR COMPLETE; (II) THE FUNCTIONS CONTAINED ON THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (III) DEFECTS WILL BE CORRECTED. INFORMATION SENT OR RECEIVED OVER THE INTERNET IS GENERALLY UNSECURE AND VIDCRUITER CANNOT AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY CONCERNING SECURITY OF ANY COMMUNICATION TO OR FROM THE WEBSITE OR SERVICE OR ANY REPRESENTATION OR WARRANTY REGARDING THE INTERCEPTION BY THIRD PARTIES OF PERSONAL OR OTHER INFORMATION.

### 9. Mutual Indemnification.

**9.1 Indemnification by VidCruiter.** Subject to this Agreement, VidCruiter shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) agreed in a settlement by VidCruiter or awarded to a third party against Customer by a court or tribunal of competent jurisdiction in any actions, lawsuits, or proceedings made or brought against Customer by a third party alleging (i) that the use of the Service as contemplated hereunder infringes the intellectual property rights of a third party; or (ii) breach of VidCruiter's data security or confidentiality obligations under this Agreement; or (iii) VidCruiter's violation of any rights of another or any applicable law or regulation (including without limitation any rights in respect of personally identifiable information); ("**Claims**"); subject to the condition that Customer (a) promptly gives written notice of each Claim to VidCruiter; (b) makes no admission in respect of or otherwise compromise any Claim; (c) gives VidCruiter sole control of the defense and settlement of each Claim (provided that VidCruiter may not settle or defend any IP Claim unless it unconditionally releases Customer of all liability); and (d) provides to

VidCruiter, at VidCruiter's cost, all reasonable assistance in respect to each Claim.

**9.2 Mitigation.** If (a) VidCruiter becomes aware of an actual or potential IP Claim, or (b) Customer provides VidCruiter with notice of an actual or potential IP Claim, VidCruiter may (or in the case of an injunction against Customer, shall), at VidCruiter's sole option and determination: (I) procure for Customer the right to continue to use the Service; or (II) replace or modify the Service with equivalent or better functionality so that Customer's use is no longer infringing; or (III) if (I) or (II) are not commercially reasonable, terminate provision of the Service and refund to Customer any pre-paid Service fees for any periods after the termination of the Service, less any outstanding moneys owed by Customer to VidCruiter.

**9.3 Exclusions.** The obligations in Sections 9.1 and 9.2 do not extend to (1) any IP Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the Service furnished by VidCruiter with other products, software or services not provided by VidCruiter; (2) any IP Claim related to any Customer Data, (3) any IP Claim related to any use or exercise of any other right in respect to the Service outside the scope of the rights granted in this Agreement, or (4) any claim covered by Section 9.4.

**9.4 Indemnification by Customer.** Subject to this Agreement, Customer shall defend, indemnify and hold VidCruiter harmless against any loss, damage or costs (including reasonable attorneys' fees) agreed in a settlement by Customer or awarded to a third party against VidCruiter by a court or tribunal of competent jurisdiction in any actions, lawsuits or proceedings made or brought against VidCruiter by a third party related to: (i) Customer or User's unauthorized use of the Service; (ii) violation of the terms of this Agreement by Customer or User; or (iii) violation of any rights of another or any applicable law or regulation by Customer, Customer Data or Users (including without limitation any violation of a third party's rights in respect of personally identifiable information, any damage to a third party's property or infringement of third party intellectual property rights ("**Customer Claims**")); provided, that VidCruiter: (a) promptly gives written notice of each Customer Claim to Customer; (b) gives Customer sole control of the defense and settlement of each Customer Claim (provided that Customer may not settle or defend any Customer Claim unless it unconditionally releases VidCruiter of all liability); and (c) provides to Customer, at Customer's cost, all

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reasonable assistance in respect to each Customer Claim.

**10. Limitation of Liability.**

**10.1 Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

**10.2 Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, DATA, INFORMATION OR SERVICES; DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10.3 Disclaimer of Responsibility.** VIDCRUITER IS NOT RESPONSIBLE FOR AND UNDER NO CIRCUMSTANCES SHALL VIDCRUITER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES WHATSOEVER THAT RESULT FROM: (I) YOUR NON-COMPLIANCE WITH ANY LAW, INCLUDING, WITHOUT LIMITATION, ALL PRIVACY AND EMPLOYMENT-RELATED LAWS; (II) THE USE OF SAMPLE QUESTIONS PROVIDED BY VIDCRUITER; (III) YOUR DECISION TO HIRE OR NOT HIRE APPLICANTS; (IV) DISCRIMINATION BY YOU; OR (V) YOUR FAILURE TO ACCOMMODATE APPLICANTS WITH DISABILITIES. THESE LIMITATIONS SHALL APPLY EVEN IF VIDCRUITER HAS BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY OR WILL BE SUFFERED BY ANY PERSON OR ENTITY WHATSOEVER. THE FOREGOING LIMITATIONS SHALL APPLY

TO THE FULLEST EXTENT PERMITTED BY LAW

**10.4 Certain Damages Not Excluded.** NOTWITHSTANDING THE FOREGOING, NO LIMITATION OF EITHER PARTY'S LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY TO (I) DAMAGES ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (II) DAMAGES ARISING FROM ANY INFRINGEMENT AND/OR MISAPPROPRIATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS; (III) ANY CLAIMS FOR NON-PAYMENT; OR (IV) ANY CLAIM UNDER SECTION 9 (MUTUAL INDEMNIFICATION).

**11. Term & Termination.**

**11.1 Term of Agreement.** This Agreement shall commence as of the Effective Date and shall continue for a term of one (1) year (the "Term"). On expiry of the Term, this Agreement will automatically terminate unless extended by the parties' written agreement.

**11.2 Termination for Cause.** A party may terminate this Agreement for cause: (i) upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, VidCruiter shall refund Customer any prepaid fees for any periods after the termination of the Agreement up to a maximum of 50% of the agreed upon contract value listed in the order form to cover initial setup costs.

**11.3 Outstanding Fees.** Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to VidCruiter prior to the effective date of termination.

**11.4 Surviving Provisions.** The following provisions shall survive any termination or expiration of this Agreement: Sections 4 through 12.

**12. General Provisions.**

**12.1 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency,

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fiduciary or employment relationship between the parties.

**12.2 Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email. Notices to VidCruiter shall be addressed to the attention of the Legal Department. Notices to Customer shall be addressed to Customer's signatory of this Agreement unless otherwise designated.

**12.3 Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**12.4 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**12.5 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, each party may assign this Agreement in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**12.6 Governing Law.** This Agreement shall be governed by the laws of the Province of New-Brunswick, without regard to its conflict of law principles. No choice of laws rules of any jurisdiction shall apply to this Agreement. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded.

**12.7 Venue; Waiver of Jury Trial.** The courts located in the Province of New-Brunswick shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

**12.8 Force Majeure.** Neither party shall be responsible for its failure to perform to the extent due to unforeseen circumstances or causes beyond its control, including but not limited to acts of God, wars, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, or strikes, labor problems (other than those involving the employees of the affected party), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within a party's possession or reasonable control, provided that such party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.

**12.9 Export.** Customer acknowledges and agrees that the Service may be subject to export and import controls under the regulations of Canada, the United States and other countries, and Customer shall comply with all export and import control regulations of applicable countries. Customer shall not use the Service for any purposes prohibited by export laws, including, without limitation, nuclear, chemical or biological weapons proliferation. Customer shall be responsible for procuring all required permissions for any subsequent export, import or use of the Service.

**12.10 Entire Agreement.** This Agreement, including any other documents referenced herein, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any schedule, exhibit or addendum hereto, including the Order Form, the terms of such schedule, exhibit or addendum shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be

**VIDCRUITER  
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incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

**12.11 Counterparts.** This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

*[Remainder of page blank]*

The signing officer of customer who executes this agreement, acknowledges that it has been read and understood and that customer agrees to be bound by the terms of this agreement.

**This agreement is effective only on its signed acceptance by an authorized signing officer of VidCruiter. No one is authorized to change, alter by its terms and conditions or amend this plan unless agreed to in writing by an officer of VidCruiter**

For: \_\_\_\_\_  
(Referred to as "Customer")

**VIDCRUITER INC.**

Signed: \_\_\_\_\_  
(Authorized signing officer #1)

Signed: \_\_\_\_\_  
(Authorized signing officer)

Sean Fahey

\_\_\_\_\_  
(Name and title)

\_\_\_\_\_  
(Name and title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_