

Terms & Conditions

1. License Grant

- Brazen grants to Company, for the service term set forth in the Services Description and solely for Company's internal business purposes specified in the applicable Services Description or Order ("**Permitted Use**"), a limited, nonexclusive, worldwide, nontransferable, sublicensable, revocable right to access and use the Services. Company acknowledges that Brazen has no delivery obligation and will not ship copies of any software as part of the Services. Company agrees that no license to the Services is being granted hereby and that Company does not acquire under the applicable Services Description or Order or these Terms and Conditions any right to access and/or use the Services in excess of the scope and/or duration of the right of use and access of the Services expressly granted hereunder. Upon termination or expiration of the Term set forth in the applicable Order, Company's right to access and use the Services will terminate. Except as expressly specified in the applicable Services Description or Order, Permitted Use does not include the right to provide access to the Services to third parties whether by lease, rental, transfer, assignments, sale, sublicense, or any other means, including commercial timesharing, use as an application service provider, rental or service bureau use.

- Brazen will be entitled, at any time and for whatever reason, to modify the Services and/or some or all of the functionality or content of the Services with prior notice so long as such modification does not materially and adversely reduce the functionality of the Services. Brazen may elect in its sole discretion to condition the continuation of the rights granted hereunder on Company's accepting service improvements, corrections, adaptations, and conversions to more recent versions or any other changes to the Services.

2. License Restrictions. Company's use of the Services will be limited to the Permitted Use. Without limiting the generality of the foregoing, Company will not, except as expressly specified in the applicable Services Description: (a) disassemble, reverse engineer, decompile, modify, or translate the Services except as otherwise expressly permitted by applicable law that is incapable of exclusion by agreement between the parties; (b) use the Services for commercial time sharing, rental, or service bureau use; (c) use the Services as a component or a base for products or services prepared for commercial sale, sublicense, lease, access, or distribution outside of your organization; (d) use any portion of the Services to support third party commercial users; (e) transfer, sell, assign, or otherwise convey the Services to another party without Brazen's prior written consent; (f) copy the Services; (g) use automated means, including scripts, batch files, emulators or any others means, to control the operation of the Service; (h) remove any product identification, copyright, trademark or other proprietary notice or disclaimer from the Services. Company will not alter, change, or remove any proprietary notices or confidentiality legends placed on or contained within the Services. Company will include such notices and legends in all copies of any part of the Services made (if expressly permitted) pursuant to these Terms and Conditions. Company will keep the Services free and clear of all claims, liens, and encumbrances.

3. Ownership. These Terms and Conditions do not convey any rights of ownership in or title to the Services, including copies or modifications thereof and anything developed and delivered under this Agreement. The Services are proprietary and contains valuable trade secrets of Brazen. All right, title and interest in the Services, and any modifications, corrections, bug fixes, enhancements, updates, additions, or new works created by Brazen (alone or in collaboration with you) or derived therefrom, is and will remain the sole and exclusive property of Brazen, but, if applicable, will be included as part of the Service for purposes of the rights granted to Company hereunder. Any and all modifications or enhancements to the Services made by or authorized by Company or Company's users or Brazen remain the sole property of Brazen. Company's use of the Services, and any modification thereof, is limited to that expressly permitted in these Terms and Conditions.

4. Service Level Agreement. Subject to the terms hereof, Brazen will provide support for the Services pursuant to Brazen's Service Level Agreement, provided at: <http://www.brazen.com/sla/>, which is incorporated herein by reference and which may be amended from time to time with or without notice.

5. Use of Data. Both Company and Brazen will have full access to all user ("User") information including, but not limited to email address, resume and profile information. Without limiting the generality of the foregoing:

- Company will retain all ownership and intellectual property rights in and to User Information (defined below). Company will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all User Information.

- Notwithstanding the foregoing, Company acknowledges and agrees that in connection with its access to and use of the Services:

- o Brazen will be permitted to and may collect and use personal, technical and related information and data, including but not limited to technical information about Company's and Users' devices, systems and application software, and regarding Company's and Users' use of the Services ("**User Information**"), for all purposes reasonably necessary and appropriate in order to provide the Services, to facilitate the provision of updates, product support and other services to Company related to the Services and to verify compliance with these Terms and Conditions;

- o Brazen will have a nonexclusive, non sublicensable, nontransferable, license, for the term of the applicable Order, to access and use, for all purposes necessary in order to provide the Services, all User Information; and

- o Brazen will have a nonexclusive, non sublicensable, nontransferable, license, for the term of Company's license to the Services, to access and use for any purpose, without restriction, non-personally identifiable information (i.e. anonymized and aggregated only). In no event will Brazen, directly, or indirectly share or disclose any personally identifiable information to or with any third party, or authorize any other person or entity to do the same.

6. Subcontractors. Brazen may subcontract its obligations hereunder, provided that (i) subcontractors are bound to terms materially similar to those set forth in these Terms and Conditions, and (ii) Brazen is responsible for subcontractors to the same extent as if it had performed the subcontracted functions.

7. Confidentiality.

(a) **Confidential Information.** From time to time during the Term set forth in the applicable Order, either party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") information about its business affairs, products, services, confidential intellectual property, trade secrets, customers, employees, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, that is marked as "Confidential" or "Proprietary," or that, under the circumstances taken as a whole, would be reasonably deemed to be confidential (collectively, "**Confidential Information**"). Confidential Information shall not include information that, at the time of disclosure, as established by documentary evidence: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 7 by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its representatives on a non-confidential basis prior to being

disclosed by or on behalf of the Disclosing Party; or (iv) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information.

(b) **Obligations of Confidentiality.** The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than reasonable efforts, to prevent disclosure to outside parties; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, and in the case of Brazen, its subcontractors and vendors, who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under these Terms and Conditions and who have agreed to obligations of confidentiality substantially similar to those in this Section 7.

(c) **Required Disclosure.** If a Receiving Party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the Disclosing Party, it shall provide prompt notice to the Disclosing Party of such receipt, and provide reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. The Receiving Party shall thereafter be entitled to comply with such subpoena or other process to that extent required by applicable law.

(d) **Remedies.** Each Party acknowledges and agrees that money damages may not be a sufficient remedy for any breach or threatened breach of this Section 7 by a Receiving Party. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights hereunder), the Disclosing Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and the parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

8. General Indemnity. Each of Brazen and Company (each an "**Indemnifying Party**") will indemnify, defend and hold harmless the other party, and its officers, directors, employees and agents ("**Indemnified Parties**") from and against any and all demands, judgments, awards, losses, damages, costs, penalties, expenses, claims and liabilities, including reasonable attorneys fees, and any other losses and liabilities of any kind or nature whatsoever (collectively, "**Damages**") of, or awarded to, or settled with third parties in third-party claims or actions, in each case arising out of (i) the negligent acts or omissions, or intentional misconduct, of an Indemnifying Party in performing its obligations under the applicable Order; and (ii) any material breach by an Indemnifying Party of any representation, warranty or covenant of the applicable Order or these Terms and Conditions; and (iii) (as to Brazen) Brazen's material failure of compliance with the requirements of applicable data protection laws governing the Services.

9. Delays. A party's delay or failure to fulfill its obligations that prevents or delays the other party's performance hereunder will extend the schedule for completion of the affected party's obligations on a day for day basis (or longer if required by the nature of the delay or failure), provided that the affected party makes commercially reasonable efforts to fulfill its obligations despite such failure or delay.

10. Personal Data.

(a) **Definitions.** As used in this Section 10, the terms "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Process", "Processor" and "Subcontractor" shall have the same meanings as in the EU General Data Protection Regulation 2016/679 ("**GDPR**"), and their cognate terms shall be construed accordingly.

(b) Brazen shall process Personal Data of Users solely on behalf of Company for the purpose of providing the Services and as expressly authorized under these Terms and Conditions (inclusive of these Terms and Conditions and the applicable Services Description and Orders), and not for any other purpose or in any other manner, unless specifically instructed by Company in writing to do so, or as required by applicable law. When Brazen Processes Personal Data for or on behalf of Company, Brazen agrees:

(i) Not to disclose or transfer Personal Data to any third party without Company's prior express written consent, except where such disclosure or transfer is:

(A) To a subcontractor that, prior to such disclosure, has (1) agreed by written contract to be bound by obligations no less onerous than the obligations set out in these Terms and Conditions, and (2) undergone a thorough assessment for compliance with these obligations conducted by Brazen and agreed to be assessed periodically by Brazen; or

(B) To an affiliate, in which case Brazen will require the affiliate to provide at least the same level of protection for the Personal Data as is required by Brazen under this Section; or

(C) Required by applicable law.

(ii) To notify Company without undue delay following Brazen's receipt of requests from individuals exercising rights under the GDPR or other data protection laws applicable to Company (such as rights to rectify, erase or block Personal Data) relating to Personal Data that Brazen Processes for or on behalf of Company. By appropriate technical and organizational measures, insofar as this is possible, taking into account the nature of the Processing, Brazen agrees to assist Company in fulfilling its obligations to respond to such communications and comply with applicable law.

(iii) To take appropriate technical and organizational security measures to adequately protect Company's and its Personal Data of Users against misuse and loss in accordance with the Agreement and applicable law.

(iv) To regularly train personnel responsible for processing Personal Data of Users about the obligations set forth in this Agreement, to provide an appropriate level of supervision and guidance to such personnel (including background checks where permitted by law), and to enforce disciplinary policies for personnel who fail to comply with those obligations;

(c) Company represents and warrants to Brazen that it has obtained or established, or shall have obtained or established prior to any Processing of Personal Data under this Agreement, all rights or lawful basis reasonably required to Process, and to authorize Brazen to Process on Company's behalf, Personal Data of Users as contemplated by this Agreement.

(d) Brazen shall, without undue delay, inform Company in the event of any actual or reasonably suspected Personal Data Breach that may involve Personal Data of Users.

(e) Brazen shall maintain and update at least annually a Personal Data Breach incident response plan that complies in all respects with applicable laws and industry best practices for companies Processing the types of Personal Data that Brazen will Process in connection with the applicable Order.

(f) Retention and Return of Personal Data. Upon termination or expiration of the applicable Order, Brazen shall, consistent with Company's directions, return, delete or destroy all Personal

Data that Brazen obtains in connection with the applicable Order, including all originals and copies of such Personal Data in any medium, and any materials derived from or incorporating such Personal Data, except that this requirement shall not apply to the extent Brazen is required by applicable law to retain some or all of the Personal Data, or to Personal Data it has archived on back-up systems, which Personal Data Brazen shall securely protect from any further processing and eventually delete in accordance with Brazen's deletion policies, except to the extent required by applicable law.

11. Severability and Integration. These Terms and Conditions and any supplemental terms, policies, rules and guidelines posted on our Services constitute the entire agreement between Company and Brazen and supersede all previous written or oral agreements. If any part of these Terms and Conditions is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

12. Termination. Company's right to use the Services automatically terminates if Company violates these Terms and Conditions or any rules or guidelines posted in connection with the Services. In addition, Brazen may suspend or terminate Company's license to the Services immediately if (a) Company fails to make a payment due hereunder, or (b) Brazen otherwise determines in its reasonable discretion that it must terminate the license to the Services to avoid or minimize its liability to third parties, upon prior written notice to Company. Within fourteen (14) days of the termination of Company's license to the Services, Company shall pay Brazen any unpaid amounts for the Services accrued prior to notice of termination and for all costs arising from such termination, including reasonable attorneys' fees.

13. Assignment. Neither party shall assign or transfer any rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Brazen shall have the right to assign the applicable Order and/or any of its rights or obligations hereunder without the written consent of Company to any affiliate, or in connection with a merger, consolidation, sale or acquisition of at least a majority of Brazen's assets or outstanding voting securities. Subject to these limitations, these Terms and Conditions shall inure to the benefit of and be binding upon the parties and their successors and assigns.

14. Limitation of Liability. To the maximum extent permitted by law, each party agrees and stipulates that as a material term of and in consideration for its obligations under the applicable Order and these Terms and Conditions, neither party shall be liable for any punitive, special, incidental or consequential damages in connection with or arising out of the applicable Order and these Terms and Conditions (including without limitation loss of profits, use, damages for loss of data, downtime or other economic advantage) however such damages arise, whether for breach of the applicable Order or these Terms and Conditions, including but not limited to, breach of warranty, or in tort (including negligence) even if such has been previously advised or was actually aware of the possibility of such damages. Notwithstanding anything to the contrary contained in the applicable Order or these Terms and Conditions, each party's liability for damages arising out of the applicable Order and these Terms and Conditions or any Services provided or to be provided hereunder, and regardless of the form of action, whether in contract or in tort (including strict liability or negligence) or otherwise, shall be limited to the amount paid hereunder during the one (1) year period prior to the event causing such liability.

15. Choice of Law and Location for Resolving Disputes. The laws of Virginia govern this contract and any claim or dispute arising hereunder, without regard to Virginia's conflict of laws rules, and that the United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. Company agrees to waive claims that it might otherwise have against Brazen based on the laws of other jurisdictions, including Company's own. Any disputes or claims that arise hereunder will be resolved by a court located in Arlington, Virginia, and the parties each agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.