

GR8 People SaaS Terms & Conditions

GR8 PEOPLE, INC. (“GR8 PEOPLE” OR “WE”) AGREES TO PROVIDE CERTAIN SERVICES TO YOU AS THE INDIVIDUAL, COMPANY, OR LEGAL ENTITY (“YOU” OR “YOUR” OR “CUSTOMER”) THAT ENTERS INTO A WRITTEN SERVICE ORDER WITH GR8 PEOPLE REFERENCING THIS AGREEMENT, SUBJECT TO AND CONTINGENT UPON YOUR AGREEMENT TO THE TERMS OF THIS AGREEMENT (“AGREEMENT”). YOUR SIGNATURE ON ANY WRITTEN SERVICE ORDER OR OTHER DOCUMENT REFERENCING THIS AGREEMENT INDICATES YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. DEFINITIONS

- 1.1 Affiliates means any corporation, partnership or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by or under common control with a Party. For purposes of this definition “control” means the direct possession of a majority of the outstanding voting securities of an entity.
- 1.2 Communication Service means any service such as but not limited to email, text, or chat whereby any person receives a message from Customer or User (“Recipient”) or sends a message to Customer or User.
- 1.3 Confidential Information has the meaning given to it in Section 5.1.
- 1.4 Customer means the person or entity that enters into a Service Order with GR8 People that expressly references this Agreement
- 1.5 Customer Data means all data and information made available by the Customer or its Users to GR8 People or otherwise provided by Customer or its Users in connection with Customer’s use of the Subscription Services.
- 1.6 Data Processing Addendum means GR8 People’s data processing addendum, a copy of which may be found at www.gr8people.com and which is hereby incorporated by reference herein and made a part of this Agreement
- 1.7 Documentation means the technical and user documentation provided by GR8 People to Customer as part of the Subscription Service, as updated from time to time, but excluding any sales or marketing materials.
- 1.8 GR8 People Data means all data and information made available by GR8 People to Customer in connection with the Customer’s use of the Services.
- 1.9 Professional Services means and includes services to configure and implement the Subscription Service and any other consulting or training services set forth and described on a Service Order.
- 1.10 Service Order means each GR8 People ordering document signed by duly authorized representatives of both Parties which references this Agreement, identifies the specific Services ordered by Customer from GR8 People, sets forth the prices for the Services and contains other applicable terms and conditions. Service Orders may be in the form of GR8 People’s quotations or sales orders.
- 1.11 Services means the Subscription Service and any Professional Services provided by GR8 People pursuant to Section 2.1 hereof.
- 1.12 SLA means GR8 People’s service level agreement for the Subscription Service, a copy of which may be found at www.gr8people.com and which is hereby incorporated herein by reference and made a part of this Agreement.
- 1.13 Subscription Service means GR8 People’s proprietary subscription-based software-as-a-service offerings set forth and described on the applicable Service Order and all updates and enhancements thereto made available by GR8 People to Customer hereunder.
- 1.14 Third Party Applications means online, Web-based applications or services and offline software products that are provided by third parties and interoperate with the Subscription Service.
- 1.15 Users mean individuals who are authorized by the Customer to use the Services, and, with respect to the Subscription Service, who have been supplied passwords by the Customer (or by GR8 People at the Customer’s request). Users are limited to employees of the Customer or its Affiliates and any independent contractors of the Customer or its Affiliates.

2. SERVICES

- 2.1 Services. GR8 People shall provide the Customer with the specific Services specified on a Service Order. Any conflict between the terms and conditions set forth in this Agreement and any Service Order shall be resolved in favor of the Service Order. The Customer agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by GR8 People regarding future functionality or features.

2.2 License Grant. Subject to the terms and conditions of this Agreement, and in consideration for the payment of fees set forth on the applicable Service Order, GR8 People hereby grants to the Customer, solely during the term of the applicable Service Order, a non-exclusive, non-transferable (except as set forth in Section 12.2) license to access and use the Subscription Service solely for the Customer's internal business purposes. This license is restricted to use by Customer and its Users and (except as otherwise expressly provided in a Service Order) does not include the right to use the Subscription Service on behalf of any third party. The Customer is responsible for procuring and maintaining the network connections that connect the Customer to the Subscription Service. The Customer agrees: (a) that only authorized Users are permitted to use the Subscription Service; (b) that it is responsible for authorized Users' actions or failures to act in connection with activities contemplated under this Agreement and (c) to otherwise take all commercially reasonable steps to protect the Subscription Service and the Documentation from unauthorized use and/or access.

2.3 Licensed Volume. The Customer acknowledges that access and use of the Subscription Service is licensed to the Customer for use up to the number of Users, postings, sites, employee records or other metric purchased by the Customer and set forth on the applicable Service Order (the "Volume Limitations"). In the event that the Subscription Service is used in excess of the Volume Limitations then GR8 People reserves the right to charge the Customer for usage in excess of such Volume Limitations. The Customer may also add licenses for additional Users, postings, sites, employee records, etc. by executing a new Service Order at any time.

2.4 Third Party Web Sites, Products and Services. GR8 People or third-party providers may offer Third Party Applications and related services to Customer hereunder. Customer acknowledges and understands that the use of such Third-Party Applications shall be subject to separate terms and conditions as set forth on a Service Order or as otherwise provided to Customer. Except as expressly set forth in the Service Order Form, GR8 People does not warrant any such Third-Party Applications. If Customer installs or enables Third Party Applications for use with the Subscription Service, Customer agrees that GR8 People may allow such third party providers to access Customer Data as required for the interoperation of such Third Party Applications with the Subscription Service, and any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider. Customer acknowledges that the continuing availability of the Third-Party Application is subject to the continued effectiveness and terms of the contract between GR8 People and the third-party provider.

3. COMMUNICATION SERVICES

3.1 Use. Customer is solely responsible for any use of the Communication Service by Customer or User, including any message or other communication sent or received, any recruiting, hiring or employment-related process, action or decision, and any Customer Data entered into the Communication Service, and shall ensure that any message, communication, process, action or decision does not violate any law or regulation. Without waiving the generality of the foregoing, Customer agrees as follows:

- 3.1.1. Customer must comply with all laws and regulations governing communications to or from Recipients, including the U.S. CAN- SPAM Act, U.S. Telephone Consumer Protection Act ("TCPA"), Canadian Anti-Spam Legislation, S.C. 2010, c. 23, and any other applicable federal, state, local or foreign laws.
- 3.1.2. Customer shall provide all notices and obtain all consents and approvals required to communicate with a Recipient. Customer may not use the Communication Service to send unsolicited text messages or other messages (sometimes called "spam"). Customer shall ensure that use of the Communication Service does not generate spam-related or other complaints in excess of industry norms, as determined in GR8 People's good faith judgment. Customer and Users may not import, access or use any contact lists for which all consents and permissions required by law or regulation have not been obtained, and Customer is solely responsible for any importation of, access to, or use of such lists.
- 3.1.3. Customer shall not, and shall not permit any User to: (a) use the Communication Service to harvest, collect, gather or assemble information or data regarding any job candidate or other person without his or her consent; (b) impersonate any other person or entity, or communicate in any deceptive manner; (c) access or copy any data or information of a job candidate or other person without his or her consent; (d) knowingly interfere with or disrupt the integrity or performance of the Communication Service or the data contained therein; (e) harass or interfere with another Customer's use and enjoyment of the Communication Service; (f) knowingly interfere in any manner with the operation of the Communication Service, or the hardware and network used to operate the Communication Service; (g) or send any message that is slanderous, libelous, defamatory, obscene or offensive.
- 3.1.4. Both during and after the Term, Customer shall comply with any request by a Recipient or any other person or entity not to receive communications from Customer (an "Unsubscribe Request"). GR8 People will make reasonable efforts to identify Unsubscribe Requests in the context of GR8 People's communication capabilities, block messages to Recipients and give visibility to those Unsubscribe Requests via reporting tools embedded in its services. Nothing in the foregoing shall be deemed to relieve Customer from its sole responsibility for complying with all Unsubscribe Requests, including those gathered from other sources. Further, Customer shall ensure that no commercial messages or communications are delivered in violation of any law or regulation.

3.2 Compliance Measures. GR8 People may implement technical or other measures in its discretion to limit or prevent any use of the Communication Service in violation of Customer's responsibilities under this Section 3 as determined in GR8 People's good faith judgment.

4. FEES; PAYMENT TERMS

4.1 Fees. Fees for the Services are due annually in advance net thirty (30) days from date of invoice unless otherwise set forth on the Service Order. Customer agrees to pay a late charge of one and one-half percent (1.5%) per month (or part of a month), or the maximum lawful rate permitted by applicable law, whichever is less, for all amounts, not subject to a good faith dispute, and not paid when due. In addition to paying

the applicable fees, Customer shall also pay all reasonable travel and out-of-pocket expenses incurred by GR8 People in connection with any Services rendered provided that Customer has pre-approved of such travel and expenses in writing in advance.

4.2 *Taxes.* Fees are exclusive of taxes. The Customer shall be responsible for the payment of all sales, use and similar taxes arising from or relating to the Services rendered hereunder, except for taxes related to the net income of GR8 People and any taxes or obligations imposed upon GR8 People under federal, state and local wage laws.

5. **CONFIDENTIALITY**

5.1 *Confidential Information.* During the term of this Agreement, each Party will regard any information provided to it by the other Party and designated in writing as proprietary or confidential to be confidential ("Confidential Information"). Confidential Information shall also include information which, to a reasonable person familiar with the disclosing Party's business and the industry in which it operates, would be reasonably understood to be of a confidential or proprietary nature. The receiving Party shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) any Confidential Information to any person or entity *except* to a director, officer, employee, outside consultant, or advisor (collectively "Representatives") who have a need to know such Confidential Information in the course of the performance of their duties for the receiving Party and who are bound by a duty of confidentiality no less protective of the disclosing Party's Confidential Information than this Agreement. The receiving Party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the disclosing Party. Each Party accepts responsibility for the actions of its Representatives and shall protect the other Party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. A receiving Party shall promptly notify the disclosing Party upon becoming aware of a breach or threatened breach hereunder and shall cooperate with any reasonable request of the disclosing Party in enforcing its rights.

5.2 *Exclusions.* Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the disclosing Party, without any obligation of confidentiality; (ii) becomes known to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (iv) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information. The receiving Party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that it gives the disclosing Party reasonable prior written notice to permit the disclosing Party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

5.3 *Injunctive Relief.* Notwithstanding any other provision of this Agreement, both Parties acknowledge that any use of the disclosing Party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing Party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both Parties agree that, in addition to any other remedy to which the disclosing Party may be entitled hereunder, at law or equity, the disclosing Party shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law.

6. **WARRANTIES**

6.1 *Services Warranty.* GR8 People warrants that (i) during the term of any Service Order for the Subscription Service, the Subscription Service will conform, in all material respects, with the Documentation and will be provided in accordance with the SLA and (ii) all Professional Services will be provided in a professional and workmanlike manner. GR8 People does not warrant that use of the Subscription Service will be uninterrupted or error free. GR8 People makes no warranty regarding features or services provided by third parties. For any breach of the above warranties, GR8 People will, at no additional cost to Customer, provide remedial services necessary to enable the Services to conform to the warranty. The Customer will provide GR8 People with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. Except for any additional remedies set forth in any SLA, the remedies set out in this subsection are the Customer's sole remedies for breach of the above warranties. Such warranties shall only apply if the Services have been utilized by the Customer in accordance with the Service Order and this Agreement.

6.2 *No Other Warranty.* GR8 PEOPLE DOES NOT REPRESENT THAT THE SERVICES WILL BE ERROR-FREE OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SUBSCRIPTION SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 6.1 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY GR8 PEOPLE. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES ARE ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

7. **LIMITATION OF LIABILITY.**

7.1 *Consequential Damage Exclusion.* Neither Party will be liable to the other or any third party for loss of profits or for any special, indirect, incidental, consequential or exemplary damages (including without limitation, damages for loss of business profits, loss of goodwill, business interruption, loss of business information and/or data) in connection with the performance of the Services, or the performance of any other obligations under this Agreement, even if it is aware of the possibility of the occurrence of such damages.

7.2 Limitation of Liability. The total cumulative liability of GR8 People to Customer for any and all claims and damages under this Agreement, whether arising by statute, contract, tort or otherwise, will not exceed the Services fees paid by Customer to GR8 People under the Service Order for the Services which form the subject of the claim during the twelve (12) month period immediately preceding the event giving rise to the claim. The provisions of this Agreement allocate risks between the Parties. The pricing set forth in each Service Order reflects this allocation of risk and the limitation of liability specified herein.

7.3 Personal Injury or death. Nothing in this Agreement limits a Party's liability for death or personal injury caused by its negligence.

8. TERM

8.1 Term. The term of each Service Order shall begin on the effective date of the Service Order and shall continue for length of term set forth therein. Unless otherwise expressly provided in the applicable Service Order, each Service Order for the Subscription Service shall automatically renew for additional terms of one (1) year each unless either Party notifies the other Party in writing at least thirty (30) days prior to the then current expiration date that it has elected not to renew such Service Order. GR8 People reserves the right to change the rates, applicable charges and usage policies and to introduce new charges, for such Service Order upon providing the Customer with written notice thereof (which notice may be provided by e-mail) at least 60 days prior to the then current renewal date of the Service Order.

8.2 Termination. Notwithstanding the foregoing, either Party may terminate any Service Order (i) immediately in the event of a material breach of this Agreement or any such Service Order by the other Party that is not cured within thirty (30) days of written notice from the other Party, or (ii) immediately if the other Party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding, that is not dismissed within sixty (60) days of filing. Termination of a Service Order shall not be deemed a termination of any other Service Orders. All rights and obligations of the Parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of each Service Order.

8.3 Effect of Termination. Upon any termination or expiration of any applicable Service Order, GR8 People shall no longer provide the applicable Services to the Customer and the Customer shall promptly cease and cause its Users to promptly cease using the Services. The Customer shall pay GR8 People for all fees that had accrued prior to the termination date. Except as expressly provided herein, termination of a Service Order by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party. If the Service Order is terminated for any reason other than a termination as a result of GR8 People's material breach, then GR8 People shall be entitled to all of the Fees due under the applicable Service Order for the entire unexpired terminated portion of the term of such Service Order. If the Service Order is terminated as a result of GR8 People's material breach, then Customer shall be entitled to a refund of the pro rata portion of any prepaid subscription fees paid by Customer to GR8 People under this Agreement for the remaining unexpired terminated portion of the Term. Customer agrees that following the termination or expiration, GR8 People may immediately deactivate Customer's account and access to the Subscription Service and that following a reasonable period of time (but not less than ninety (90) days) shall be entitled to delete Customer's account and data from GR8 People's servers. During this ninety (90) day period and upon Customer's request, GR8 People will provide one copy of the Customer Data at no charge in the format of a Microsoft SQL Server backup file containing encryption (or Secure FTP), provided that Customer has paid in full all good faith undisputed amounts owed to GR8 People. Customer further agrees that GR8 People shall not be liable to Customer nor to any third party for any termination of Customer access to the Subscription Service or deletion of Customer Data, provided that GR8 People is in compliance with the terms of this Section 8.3.

9. OWNERSHIP; USE OF DATA; OBLIGATIONS

9.1 Subscription Service. The Customer acknowledges and agrees that as between GR8 People and the Customer, all right, title and interest in and to the Subscription Service (excluding any Customer Data) and including any and all modifications and configurations thereto (including those provided as part of any Professional Services), all GR8 People Data and all of GR8 People's proprietary technology, including, without limitation, all software, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information made available to the Customer by GR8 People in providing the Subscription Service and all derivatives thereof are and shall remain the property of GR8 People's or its licensors'. The GR8 People name, all GR8 People logos, and the product names associated with the Subscription Service are trademarks of GR8 People or third parties, and no right or license is granted to use them. The Customer shall not remove any GR8 People trademark or logo from the Subscription Service. During the term of this Agreement, GR8 People grants to the Customer a limited, worldwide, non-exclusive, non-transferable (except as set forth in Section 12.2), royalty-free right to use, display, transmit, and distribute the GR8 People Data solely in connection with the Customer's permitted use of the Subscription Service. GR8 People shall have the right to collect, use and distribute aggregated information, analysis, statistics, related benchmarking algorithms and other data generated by the Subscription Service (or derived from the Customer's use of the Subscription Service) provided, however, that GR8 People shall not disclose any such data unless such data is in an aggregated form that would not permit a third party to identify the data as associated with the Customer or any of its Users.

9.2 Customer Data. The Customer retains ownership of all right, title and interest in and to all Customer Data. During the term, the Customer hereby grants to GR8 People a limited, worldwide, non-exclusive, non-transferable (except as set forth in Section 12.2), royalty-free right to use, display, transmit, and distribute the Customer Data solely as necessary to provide the Subscription Service to the Customer.

9.3 Customer Obligations. The Customer is responsible for all activities conducted under its User logins and for its Users' compliance with this Agreement. Without GR8 People's express prior written consent in each instance, the Customer shall not (and shall not allow any third party to): reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Subscription Service or access the Subscription Service in order to build a competitive product or service or copy any ideas, features, functions or graphics of the Subscription Service. Except as expressly permitted in this Agreement, the Customer shall not copy, license, sell, transfer, make available, lease, time-share,

distribute, or assign this license, the Subscription Service to any third-party. In addition to GR8 People's other remedies hereunder, GR8 People reserves the right upon notice to the Customer to terminate any User's right to access the Subscription Service if such User has violated any of the restrictions contained in this Agreement. The Customer is solely responsible for all Customer Data. GR8 People does not guarantee the accuracy, integrity or quality of such Customer Data. Neither the Customer nor its Users shall use the Subscription Service to: (a) send, upload or otherwise transmit any Customer Data that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) upload or otherwise transmit, display or distribute any Customer Data that infringes any trademark, trade secret, copyright or other proprietary or intellectual property rights of any person; (c) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (d) interfere with or disrupt the Subscription Service or networks connected to the Subscription Service; or (e) violate any applicable law or regulation.

10. INDEMNIFICATION

10.1 GR8 People Indemnification. Subject to Section 10.3 below, GR8 People will defend Customer, its Affiliates and their respective officers, directors, employees and agents (collectively, the "Customer Indemnitees"), against any claim, demand, suit or proceeding made or brought against any of the Customer Indemnitees by a third party alleging that the Services infringe or misappropriate such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify the Customer Indemnitees from any damages, reasonable attorney fees and costs finally awarded against any of the Customer Indemnitees as a result of, or for amounts paid by under a court-approved settlement of a Claim Against Customer. Excluded from the above indemnification obligations are claims to the extent arising from (a) use of the Services in violation of this Agreement or applicable law, (b) use of the Services after GR8 People notifies the Customer to discontinue use because of an infringement claim, (c) any claim relating to any third party products or services or Customer Data, (d) modifications to the Services made other than by GR8 People (where the claim would not have arisen but for such modification), (e) the combination, operation, or use of the Services with software, content, materials or equipment which was not provided by GR8 People, to the extent that the Customer's liability for such claim would have been avoided in the absence of such combination, operation, or use; or (f) compliance by GR8 People with the Customer's custom requirements or specifications resulted in the infringement. If the Services are held to infringe, GR8 People will, at its own expense, in its sole discretion use commercially reasonable efforts either (a) to procure a license that will protect the Customer against such claim without cost to the Customer; (b) to replace the Services with non-infringing Services; or (c) if (a) and (b) are not commercially feasible, terminate the applicable Service Order and refund to the Customer any prepaid unused fees paid to GR8 People for the infringing Services. The rights and remedies granted the Customer under this Section 10.1 state GR8 People's entire liability, and the Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party, whether arising under statutory or common law or otherwise.

10.2 Customer Indemnification. Subject to Section 10.3 below, Customer will defend GR8 People and its officers, directors, employees and agents (collectively, the "GR8 People Indemnitees") against any claim, demand, suit or proceeding made or brought against any or all of the GR8 People Indemnitees by a third party (i) alleging that the Customer Data, or any use thereof, infringes the intellectual property rights or proprietary rights of others, or has caused harm to a third party, or (ii) arising out of the Customer's breach of Sections 9.3 above (a "Claim Against GR8 People"), and will indemnify the GR8 People Indemnitees from any damages, reasonable attorney fees and costs finally awarded against the GR8 People Indemnitees as a result of, or for any amounts paid under a court-approved settlement of a Claim Against GR8 People.

10.3 Indemnification Procedure. The indemnified Party shall (i) promptly notify the indemnifying Party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying Party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying Party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying Party shall not settle any claim without the indemnified Party's prior written consent (such consent not to be unreasonably withheld or delayed). The indemnified Party shall also provide the indemnifying Party with reasonable cooperation and assistance in defending such claim (at the indemnifying Party's cost).

11. DATA PROTECTION AND TRANSMISSION OF DATA

11.1 DPA. GR8 People warrants that during the term of the applicable Service Order GR8 People will comply with the DPA.

11.2 Transmission of Data. The Subscription Service allows Customer to send electronic communications directly to GR8 People and to third parties. Customer understands that the technical processing and transmission of Customer's electronic communications is fundamentally necessary to use of the Subscription Service. Customer expressly consents to GR8 People's receipt and storage of electronic communications and/or Customer Data, and Customer acknowledges and understands that Customer's electronic communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by GR8 People. Customer further acknowledges and understands that electronic communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. GR8 People uses encryption in various locations and methodologies within the Subscription Service and the infrastructure working behind it. Customer Data is encrypted while in transit to and from the Subscription Service, however GR8 People is not responsible for any electronic communications and/or Customer Data which are delayed, lost, altered, intercepted or stored during the transmission of any data across networks not owned and/or operated by GR8 People, including but not limited to, the Internet and Customer's local network.

11.3 Customer Data Backup File During the Term. During the Term, Customer may request and GR8 People will provide to Customer, no more than once per month, a copy of the Customer Data that has been uploaded or otherwise saved to the Subscription Service database for the current administrative fee of five-hundred dollars (\$500 USD) per database per extraction, provided, however that GR8 People reserves the right to change such fee in its sole discretion upon thirty (30) days' notice to Customer.

12. GENERAL

12.1 Entire Agreement. This Agreement and all Service Orders contain the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the Parties relating thereto and is binding upon the Parties and their permitted successors and assigns. Only a written instrument that refers to this Agreement or the applicable Service Order and that is duly signed by the authorized representatives of both Parties may amend this Agreement or such Service Order. Any inconsistent or conflicting terms and conditions contained in any purchase order issued by the Customer shall be of no force or effect, even if the order is accepted by GR8 People.

12.2 Assignment. This Agreement shall be binding upon and for the benefit of GR8 People, the Customer and their permitted successors and assigns. Either Party may assign this Agreement and all Service Orders as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets. Except as expressly stated in this Agreement, neither Party may otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other Party, and any attempted assignment or delegation without such consent will be void. GR8 People may use independent contractors or subcontractors to assist in the delivery of Services; provided, however, that GR8 People shall remain liable for the actions or omissions of such independent contractors or subcontractors and for the payment of their compensation.

12.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, USA without regard to its conflict of law provisions.

12.4 Disputes. In the event of a dispute arising out of this Agreement, the parties agree to use good faith efforts to resolve such dispute prior to the initiation of any legal action, including at a minimum, a meeting between members of the senior management of both Parties.

12.5 Headings. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

12.6 Relationship of the Parties. GR8 People and the Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other Party's name or on its behalf.

12.7 Force Majeure. Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing Party (a "Force Majeure Event").

12.8 Notices. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the Party to whom the same is directed; (ii) one (1) business day after deposit with a nationally recognized overnight carrier, with written verification of receipt, or (iii) five (5) business days after the mailing date whether or not actually received, if sent by U.S. certified mail, return receipt requested, postage and charges pre-paid or any other means of rapid mail delivery for which a receipt is available, to the address of the Party set forth on the applicable Service Order. Either Party may change its address by giving written notice of such change to the other Party.

12.9 Modifications to Subscription Service. GR8 People may make modifications to the Subscription Service or particular components of the Subscription Service from time to time provided that such modifications do not materially degrade any functionality or features of the Subscription Service.

12.10 Publicity. Unless otherwise set forth in a Service Order, Customer hereby grants GR8 People a non-exclusive license solely during the term of the Service Order to list Customer's name and display the Customer's logo in the customer section of GR8 People's website and to use Customer's name and logo in GR8 People's customer lists but only to the extent that other customers of GR8 People are also listed on such list. Any other use by GR8 People of the Customer's name, logo or trademark requires the Customer's prior written consent.

12.11 No Third-Party Beneficiaries. Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a Party to any such person.

12.12 Waiver and Severability. Performance of any obligation required by a Party hereunder may be waived only by a written waiver signed by an authorized representative of the other Party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either Party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were omitted.