

Last Updated May, 14 2018

This Data Subscription Agreement (“**DSA**”) is entered into between Salary.com, LLC., a Delaware corporation (“**Salary**”), and the customer (“**Customer**”) who has purchased the Service (as defined below) by means of an order form issued by Salary (an “**Order**” or “**Order Form**”); together with the DSA, the “**Agreement**”).

1. SOFTWARE SERVICE

Subject to the Agreement, Salary will provide Customer with access to use a subscription to Salary’s software-as-a-service offering and other services (the “Subscription Service”) and/or Consulting Services (as defined herein) purchased in an Order (each separately and together, the “Service”) for the duration of the Subscription Term (as defined herein). As part of provision of the Service, Salary may provide Customer with access to various compensation, HR, and/or other information or data (the “Salary Data”) which Customer may only use for its internal operational purposes.

2. USE OF SERVICE

2.1 Customer Data

All data and information uploaded or otherwise submitted into the Service by Customer (“**Customer Data**”) will remain the property of Customer. Customer grants Salary the right to use and modify the Customer Data as necessary for Salary to provide the Service. Customer represents and warrants to Salary that it has full power and authority to enter into the Agreement and to convey all rights granted to Salary under the Agreement, including all rights in and to the Customer Data and EU Data (as defined below). Notwithstanding anything to the contrary, Customer Data does not include Anonymous Data or IPAS Data.

2.2 Access and Usage

Customer may allow its employees, agents, and contractors to access the Service and Salary Data in compliance with the terms of the Agreement, which access must be for the sole benefit of Customer. Customer is responsible for the compliance with the Agreement by its employees, agents and contractors.

2.3 Customer Responsibilities

Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for Customer Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify Salary promptly of any such unauthorized access; and (iv) must use the Service only in accordance with the Service’s technical documentation and applicable law.

2.4 Anonymized Data

Notwithstanding anything to the contrary, Salary may retain and use Customer Data in aggregated, anonymous format (the “**Anonymous Data**”) (i.e., so that Customer cannot be identified as the source of the confidential information and so that personally identifiable information allowing the identification of individual employees and/or applicants is removed). For clarity, Anonymous Data is excluded from Customer Data and all such Anonymous Data is deemed Salary Data.

2.5 Salary Support

Salary will provide telephone support to Customer for the Service between 9:30am to 5:30pm EST, Monday to Friday (excluding company holidays). Such support may include general maintenance (bug fixes) releases, enhancements, new versions, additions and modifications and is provided at no additional fee. Salary will try to limit scheduled outages to evening hours (EST) and to provide Customer with notice of scheduled outages via the Services, email to the address on record, or any of Salary’s websites (including, but not limited to, salary.com and www.companalyst.com).

2.6 Safeguards

Salary will take commercially appropriate and reasonable physical, technical, and administrative measures to safeguard, protect, and secure the Service and Customer Data. Salary will only use Customer Data in accordance with the Agreement and Salary’s Privacy Policy located at salary.com/privacy-policy (the “**Privacy Policy**”).

3. SALARY PROPERTY

The software, all Salary provided data, workflow processes, user interface, designs and other technologies and data provided to Customer by Salary, including the Service and Salary Data, are the proprietary property of Salary and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Salary (or its licensors as the case may be). Customer may not remove or modify any proprietary marking or restrictive legends in the Service. Salary reserves all rights unless expressly granted in the Agreement. The Agreement does not grant Customer any ownership rights in or to the Service or Salary Data.

4. USE RESTRICTIONS

4.1 Prohibited Data

Customer agrees not to use the Service to store, transmit, process, or otherwise handle (i) infringing material, unsolicited marketing emails, libelous material, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights, and (ii) social security numbers, passport numbers, driver’s license or other government identification numbers, physical or mental health information or other information subject to the Health Insurance Portability and Accountability Act or similar legislation, personal financial account information, debit or credit card numbers, or other information subject to the Gramm-

Leach-Bliley Act or similar legislation, or any Special Categories of Data under applicable EEA data protection regulations (combined, “**Prohibited Data**”). Customer Data and Confidential Information expressly exclude Prohibited Data. Salary disclaims all liability arising from or related to the Prohibited Data.

4.2 Prohibited Use

Customer agrees that it will not (i) sell, resell, rent, lease, lend, provide, or otherwise make available the Service or the Salary Data to a third party or use them in a service provider capacity or make them available to third parties (except its employees and contractors as expressly permitted by the Agreement); (ii) interfere with or disrupt the integrity or performance of the Service or use the Service or Salary Data in violation of applicable law; (iii) attempt to gain unauthorized access to the Service or their related systems or networks; (iv) reverse engineer the Service; (v) upload to the Service or use the Service in conjunction with any viruses, worms, malware, spyware, or other malicious or harmful files, programs, code, or similar material; or (vi) access the Service or the Salary Data to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

5. PAYMENT

5.1 General Payment

Customer must pay all fees based on the payment terms specified on the Order. If no payment terms are specified on the Order, all fees are due upon receipt of an invoice. Fees specified on the Order are exclusive of taxes which will be charged as applicable. Customer is responsible for the payment of all sales, use, withholding, VAT and other similar taxes applicable to Customer’s purchase of the Service. All payment obligations are non-cancelable and non-refundable except as expressly specified in the Agreement. Unless otherwise specified in the applicable Order, all fees shall be invoiced in advance of the applicable billing period and are due and payable immediately upon receipt of the applicable invoice. Invoices will be sent to the email address provided to Salary and will be deemed received upon being sent by Salary. Upon termination of the Agreement for any reason except for termination by Customer for material breach, Customer must pay Salary for any unpaid amounts through the remainder of the Subscription Term. Salary may suspend and/or terminate the Order and/or Service if an invoice is more than fifteen (15) days past due. Unless expressly set forth otherwise, all amounts are in USD.

5.2 Additional Fees

Customer represents and warrants that its number of full time employees (“FTEs”) is less than or equal to FTE Limit indicated in the applicable Order. Customer agrees that it will promptly notify Salary if its actual number of FTEs increases above the FTE Limit indicated in the applicable Order and that Salary may monitor its use of the Service in order to evaluate Customer’s number of FTEs. In the event that Customer’s number of FTEs (as evaluated by Salary or, if higher, as reported by Customer) exceed the FTE Limit indicated in the applicable Order, Salary may increase Customer’s FTE Limit to the next appropriate FTE Limit tier and charge Customer a corresponding fee for such increased FTE Limit and Customer agrees to pay

such fee. Customer cannot downgrade or decrease the FTE Limit associated with its subscription to the Service at any time during a Subscription Term.

5.3 Collections

In the event Customer fails to pay any fee, charge, or other bill when due, Customer agrees that Salary may use a third party collection agency to collect such past-due amounts (as well as any other fees, charges, or other bills that may be due) and Customer agrees to pay reasonable collection costs, including reasonable attorney fees, whether or not litigation has commenced, and all costs of litigation incurred.

6. TERM AND TERMINATION

6.1 Term

The term of the Agreement will commence on the Subscription Start Date and expire on the Subscription End Date as specified in the applicable Order (such period, the **Subscription Term**) and, except as otherwise expressly set forth in the Agreement, cannot be cancelled or otherwise terminated prior to the conclusion of the Subscription Term.

6.2 Renewal

Unless either party provides the other party with notice of its intent to not renew the Service (the **"Notice of Non-Renewal"**) at least sixty (60) days prior to the end of the Subscription Term (or as otherwise specified in the applicable Order), upon conclusion of the Subscription Term, the Order will automatically renew for the Renewal Term specified in the Order or, if no Renewal Term is specified, for 36 months. Customer must send any Notice of Non-Renewal to Salary at billing@salary.com; notice of Customer's intent to not renew the Service sent otherwise shall be invalid and have no effect.

6.3 Termination for Material Breach

If either party is in material breach, the other party may terminate the applicable Order at the end of a written 30-day notice/cure period, if the breach has not been cured by the expiration of such notice/cure period. In the event that Salary terminates an Order in accordance with this paragraph, Customer will promptly pay all unpaid fees through the end of the Subscription Term.

- **Return of Customer Data.**

During the term of the Agreement and for 30 days after termination, Salary will preserve and maintain Customer Data and upon written request from Customer will provide a copy of Customer Data. Salary will have no obligation to maintain or provide a copy of Customer Data if Customer has not paid all fees owed to Salary. *After such 30-day period*, Salary has no obligation to maintain the Customer Data and may destroy it.

6.5 Return Salary Property Upon Termination

Upon termination of this Agreement for any reason, Customer must destroy or return all property of Salary, including all Salary Data and will, upon Salary's request, confirm in writing its compliance with this destruction or return requirement.

6.6 Suspension for Violations

Salary may suspend the Service or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Service, Customer has violated a law or is in breach of the Agreement. Salary will attempt to contact Customer prior to suspension under this paragraph.

7. MUTUAL CONFIDENTIALITY

7.1 Definition of Confidential Information

Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), 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 (**Confidential Information**). Salary's Confidential Information includes without limitation the Service, its user interface design and layout, pricing information about the Service, and all Salary Data. Customer's Confidential Information includes without limitation Customer Data. Confidential Information does not include Anonymous Data or IPAS Data (as defined below).

7.2 Protection of Confidential Information

The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information of a similar nature (but in no event less than reasonable care). Recipient agrees not to disclose or use any Confidential Information of the Discloser for any purpose except as permitted by the Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access in order to deliver the Service and who are bound by confidentiality obligations no less restrictive than the confidentiality terms of this Agreement.

7.3 Exclusions

Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was or becomes known to the Recipient without, to Recipient's reasonable knowledge, breach of any obligation owed to the Discloser, or (iii) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will, to the extent not prohibited by law, provide Discloser with reasonable advance notice in order to allow Discloser an opportunity to seek a protective order.

8. NOTICE

Except as otherwise specified in the Agreement, any notice required to be sent under the Agreement must be sent as specified below.

Notice To Salary

Salary.com, LLC
Attn: Legal Department
610 Lincoln St. North, Suite # 200
Waltham, MA 0245

With a copy to billing@salary.com

Notice To Customer

Customer's address as provided in Salary's account information for Customer. Customer agrees that it is Customer's responsibility keep its contact and billing information with Salary up to date. Salary may give general notice via Salary's website or through the Service and will be deemed received upon posting on Salary's website or through the Service. Salary may also provide email notice to the email address in Salary's account information for Customer and will be deemed received upon being sent by Salary.

9. DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SALARY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. WHILE SALARY TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICE, SALARY DOES NOT GUARANTEE THAT THE SERVICE CANNOT BE COMPROMISED NOR THAT IT IS FREE OF VIRUSES OR MALICIOUS CODE. CUSTOMER UNDERSTANDS THAT THE SERVICE AND SALARY DATA MAY NOT BE ERROR FREE AND USE OF THE SERVICE MAY BE INTERRUPTED. THOUGH SALARY TAKES REASONABLE STATISTICAL AND OTHER REASONABLE MEASURES TO ENSURE THE DATA IS ACCURATE AND REPRESENTATIVE, IT CANNOT AND DOES NOT GUARANTY THAT THE SALARY DATA IS ACCURATE OR REPRESENTATIVE. THE SERVICE AND SALARY DATA IS PROVIDED "AS IS".

10. PRODUCT SPECIFIC TERMS

Salary offers a variety of products and services some of which require additional terms specific to the relevant product or service. This clause sets forth additional terms that apply to Customer's use of the specified product(s) and service(s) and, in the event of a conflict between this clause (including the sub-clauses below) and any other clause of this DSA, this clause will control.

10.1 Free Services

This clause will apply to any Service made available to Customer free of charge including, but not limited to, free trials of a Service (a “**Free Service**”). Customer agrees that (i) all Free Services and related material are provided “as is” and without warranty of any kind, (ii) Salary may suspend, limit, modify, or terminate any Free Service for any reason at any time without notice, and (iii) **SALARY WILL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND RELATED TO OR ARISING FROM A FREE SERVICE.** Notwithstanding anything to the contrary herein, Salary has no obligation to maintain or return any data provided to Salary as part of the Free Services. If Salary is determined to have any liability arising from or related to any Free Services, such liability (whether in contract, tort or otherwise) will not exceed one hundred dollars (\$100).

10.2 Alpha and Beta Services

This clause will apply to Customer’s use of any alpha and beta version of any Service (the “**Alpha/Beta Services**”). Customer agrees that (i) the Alpha/Beta Services and related material are provided “as is” and without warranty of any kind, (ii) Salary may suspend, limit, modify, or terminate the Alpha/Beta Services for any reason at any time without notice, and (iii) **SALARY WILL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND RELATED TO OR ARISING FROM THE ALPHA/BETA SERVICES.** Customer may be required to provide feedback to Salary about the Alpha/Beta Services and Customer agrees that Salary will own all rights to use and incorporate Customer’s feedback into Salary’s products and service without payment or attribution to Participant. Notwithstanding anything to the contrary herein, Salary has no obligation to maintain or return any data provided to Salary as part of the Alpha/Beta Services. If Salary is determined to have any liability arising from or related to the Alpha/Beta Services, such liability (whether in contract, tort or otherwise) will not exceed one hundred dollars (\$100).

10.3 IPAS

This clause will apply to Customer’s use of Salary’s IPAS and other survey-based products and services (the “**IPAS Service**”) only. In order to access and use the IPAS Service, Customer must provide Salary with any survey data and other data inputs requested by Salary (“**IPAS Data**”) within fifteen (15) days of such request. If Customer fails to provide Salary with the IPAS Data within such period, Salary may charge, and Customer agrees to pay, a non-refundable non-participation fee. Customer hereby grants Salary a perpetual, irrevocable, royalty free license to reproduce, modify, distribute, create derivative works and otherwise use the IPAS Data in anonymized form for Salary internal and external business purposes. Customer represents and warrants that it is authorized to provide the IPAS Data, such data is true and accurate, and uploading such data does not violate any law or regulation. Customer agrees to indemnify, defend, and hold Salary harmless any claim, suit, or action based upon or arises out of an allegation to the contrary. Customer Data does not include IPAS Data. Notwithstanding anything to the contrary herein, Customer agrees that Salary may use Customer’s name and logo in connection with Salary’s IPAS Service and the IPAS Data.

10.4 Consulting Services

This clause will apply to any professional consulting services Customer purchases from Salary through an Order and may include, but are not limited to, implementation consulting services, training consulting services, and/or other consulting services (the “Consulting Services”). Unless otherwise specified, all Consulting Services will be delivered remotely and in English. One-time or recurring fees for any Consulting Services will be as specified in the applicable Order. For Consulting Services performed on-site, Customer agrees it will reimburse Salary for its reasonable costs for all expenses incurred in connection with the Consulting Services including, but not limited to, travel, room, and board expenses. Any invoices or other requests for reimbursements will be due and payable in accordance with the payment terms specified on the applicable Order; if no payment terms are specified on the Order, all fees are due upon receipt of an invoice. Unless otherwise specified in the applicable Order, the parties agree that all materials, content, data or information is developed, produced, or otherwise created in the course of delivery of the Consulting Services, the parties agree that such materials, content, data, and information shall be Salary’s sole and exclusive property and, except for the limited right to use such materials, content, data, and information in conjunction with the Consulting Services, Customer gains no rights in or to such materials, content, data, or information. Unless otherwise specified in the applicable Order, all Consulting Services will expire ninety (90) days after purchase (the “Expiration Period”). Salary may extend the Expiration Period at its sole discretion. In order to realize the value of the Consulting Services, Customer participation and effort are necessary and Customer acknowledges that its lack of participation shall not entitle Customer to an extension of the Expiration Period or a refund of any sort. All Consulting Services are non-cancellable and non-refundable.

10.5 Small Business and Personal Services

This clause will only apply to Customer’s use and purchase of a subscription to Salary’s Salary Wizard Pro (“SWP”) and/or Customer’s use and purchase of Salary’s Job Valuation Reports and Personal Salary Reports products (such reports, Salary’s “eCommerce Reports”) (individually and together, Salary’s “eCommerce Service(s)”). Such eCommerce Service(s) shall be considered Services for purposes of the DSA. All subscriptions to SWP shall be for an initial Subscription Term of three (3) months. Upon expiration of the initial Subscription Term (and any subsequent Subscription Terms), Customer’s subscription to SWP shall automatically renew for successive one (1) month Subscription Terms unless either (i) Customer disables automatic renewal from within Customer’s online account for SWP at least thirty (30) days in advance or (ii) Salary provides Customer with at least thirty (30) days’ notice that Customer’s SWP subscription will not be renewed. Notwithstanding anything to the contrary herein, Salary’s total liability arising out of or related to the eCommerce Service(s) (whether in contract, tort or otherwise) will not exceed the amount paid by Customer within the 12-month period prior to the event that gave rise to the liability.

11. INDEMNITY

11.1 By Salary

Salary will defend, indemnify, and hold Customer (and Customer’s officers, directors, employees, agents, and affiliates) harmless, at Salary’s expense (including costs, damages, and

reasonable attorney's fees), from and against any third party claim against Customer to the extent that such claim alleges that Salary Data violates a valid copyright, trademark or trade secret, so long as Customer promptly notifies Salary of the claim in writing, cooperates with Salary in the defense, and allows Salary to solely control the defense or settlement of the claim provided that Salary will not (without Customer's prior written consent) accept any related settlement that requires Customer to make an admission or imposes any obligation, restriction, or liability on Customer that is not covered by this indemnification. **Process:** If such a claim appears likely, then Salary may modify the Salary Data, procure the necessary rights, or replace it with the functional equivalent. If Salary determines that none of these are reasonably available, then Salary may terminate the applicable Order and refund any prepaid and unused fees. **Exclusions.** Salary has no obligation for any claim arising from Salary's use of Customer Data in accordance with this Agreement, Customer's use of Customer Data or items, data, or materials not provided by Salary. **THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND SALARY'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.**

11.2 By Customer

Customer will defend, indemnify, and hold Salary (and Salary's officers, directors, employees, agents, and affiliates) harmless, at Customer's expense (including costs, damages, and attorney's fees), from and against any third party claim, suit, fine, action, or allegation based upon or arising from, directly or indirectly (i) Customer's Customer Data, (ii) Prohibited Data, (iii) Customer's breach of this Agreement, (iv) Customer's misappropriation of Salary Data. **Process:** Salary will: promptly notify Customer in writing of the claim and allow Customer to control, and will cooperate with Customer in the defense and any related settlement; provided that Customer will not (without Salary's prior written consent) accept any related settlement that requires Salary to make an admission or imposes any obligation, restriction, or liability on Salary that is not covered by this indemnification.

12. LIABILITY LIMIT

12.1 EXCLUSION OF INDIRECT DAMAGES

Except as arising from or related to Customer's misappropriation or unauthorized disclosure of Salary Data, neither party will be liable for any indirect, special, incidental or consequential damages arising out of or related to the Agreement (including, without limitation, costs of delay; loss of data, records or information; and lost profits, revenue or anticipated cost savings), even if it knows of the possibility of such damage or loss.

12.2 TOTAL LIMIT ON LIABILITY

Except for liability arising from or related to either party's obligations under the 'Indemnity' section herein, Customer's payment obligations, or Customer's misappropriation or unauthorized disclosure of Salary Data, each party's total liability arising out of or related to the Agreement (whether in contract, tort or otherwise) will not exceed the amount paid by Customer within the 12-month period prior to the event that gave rise to the liability; provided

that Salary's total liability arising from its indemnification obligations herein will not exceed \$100,000.

12.3 LIMITATIONS BY LAW

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages; as such, the above limitations or exclusions shall apply to the maximum extent permitted by law. Customer may have additional consumer rights under local law.

13. GOVERNING LAW AND FORUM

13.1 Governing Law

The Agreement is governed by the laws of the Commonwealth of Massachusetts (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of the Agreement.

13.2 Forum

Any suit or legal proceeding must be exclusively brought in the federal or state courts for Middlesex County, Massachusetts, and Customer submits to this personal jurisdiction and venue.

13.3 Injunctive Relief and Costs

Nothing in the Agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

14. ENTIRE AGREEMENT AND CHANGES

14.1 Entire Agreement

The Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in the Agreement. No representation, promise or inducement not included in the Agreement is binding.

14.2 Updates

Salary may update or change any part of this DSA at any time. If Salary updates or changes any part of this DSA, Salary will inform customer through a notification within the Service, posting the updated or changed DSA at www.companalyst.com/legal/DSA, or updating the 'Last Updated' date above. The updated or changed DSA will be effective and binding upon Customer immediately.

14.3 Objections to Updates

If Customer provides Salary with written notice to billing@salary.com that Customer objects to the updated or otherwise modified terms within thirty (30) days after the DSA is updated or otherwise modified, the remainder of Customer's then-current Subscription Term will be governed by the version of the DSA in effect immediately preceding the objectionable version. For clarity, any renewal or subsequent Subscription Term will be governed by the version of the DSA available at the time of such renewal or subsequent Subscription Term.

14.4 Archived Terms

As a convenience, archived prior versions of Salary's legal terms are available [here](#). These archived prior versions are provided for convenience only and are expressly excluded from and do not form a part of this DSA.

14.5 Amendment; No Waiver

Except as otherwise specified herein, no modification of the Agreement is effective unless both parties sign it, and no waiver is effective unless the party waiving the right signs a waiver in writing.

15. OTHER TERMS

15.1 Press Releases

Customer agrees to allow use of Customer's name and logo by Salary in press releases and in discussions with Salary customer, prospective customers and industry/financial analysts and to permit inclusion of Customer's name and logo on Salary's websites, customer lists, sales and marketing materials and related disclosures.

15.2 No Assignment

Neither party may assign or transfer the Agreement to a third party, except that the Agreement may be assigned, without the consent of the other party, to a party's affiliates or as part of a merger, change in control, or sale of all or substantially all the assets of a party, so long as such successor is not a competitor of the other party. In the event that any assignment or transfer of the Agreement results in an increased number of FTE, Salary may, in accordance with the Additional Fees section herein, charge Customer for the increased number of FTEs and Customer agrees to pay such charge.

15.3 Compliance with Law

Salary will comply with all applicable U.S. federal, state, and local laws in relation to Salary's delivery of the Service. Customer agrees that Salary may disclose any information necessary to satisfy any applicable legal process, court order, governmental request, law, or regulation. Customer agrees that it will comply with all applicable laws in the course of Customer's use of

the Service. Customer further agrees that it will comply with all applicable export laws including, but not limited to, the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury and Customer agrees that it will not directly or indirectly export, re-export, or transfer the Service to any prohibited countries or individuals or permit use by prohibited countries or individuals.

15.4 Independent Contractors

Salary and Customer agree that no joint venture, partnership, employment, or agency relationship exists between the parties. The parties are independent contractors with respect to each other.

15.5 Enforceability and Force Majeure

If any term of the Agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for events beyond its reasonable control, including, without limitation force majeure events.

15.6 No Third Party Beneficiaries

Nothing in the Agreement, express or implied, is intended to or shall confer upon any third party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

15.7 Money Damages Insufficient

Any breach by a party of the Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.

15.8 No Additional Terms

Salary rejects additional or conflicting terms of any Customer form-purchasing document, purchase order, or similar document.

15.9 Order of Precedence

If there is an inconsistency between this DSA and an Order, the applicable Order will prevail.

15.10 Survival of Terms

Any terms that by their nature survive termination or expiration of this DSA or the applicable Order, will survive (including without limitation, the Mutual Confidentiality, Product Specific Terms, and the Anonymized Data sections of the Agreement).

15.11 Provision of Services

Each Order, along with this DSA, is a contract for the provision of services, not for the sale of goods. The UN Convention on Contracts for the International Sale of Goods, the Uniform Commercial Code (UCC), the Uniform Computer Information Transaction Act (UCITA), and any similar legislation now in effect or later enacted does not apply.

15.12 Feedback

If Customer provides feedback or suggestions about the Service, then Salary (and those it allows to use its technology) may use such information without obligation to Customer.

15.13 Authority

Each party represents and warrants to that it has all necessary power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

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