

**THIRD-PARTY
RESTRICTED USE
AND
NONDISCLOSURE AGREEMENT**

This Third-Party Restricted Use and Confidential Information Nondisclosure Agreement (“Agreement”) is executed as of [], by and among (i) Salary.com, LLC (“Salary”); (ii) [] (“Client”); and (iii) [] (“Third Party”).

WHEREAS, Client has purchased a subscription to Salary’s proprietary compensation data (the “Salary Data”);

WHEREAS, Client has retained Third Party to provide certain services relating to its Salary Data subscription (the “Services”) and wishes to give Third Party limited access to said data;

WHEREAS, the Salary Data is Salary’s confidential and proprietary information; and,

WHEREAS, the Parties desire to set forth in writing the terms and conditions related to Third Party’s limited access to and use of the Salary Data.

NOW, THEREFORE, in consideration of the premises hereof, and the mutual promises and obligations herein, Salary, Client and Third Party agree as follows:

1. Term of Agreement. The term of this Agreement shall begin upon the above date, and shall end as of the date Third Party is no longer providing the Services to Client, or earlier as provided in this Agreement.

2. Protection of Confidential Information. Third Party acknowledges that, in the course of providing the Services to the Client, Third Party will be required to have access to the Salary Data, and that the Salary Data is confidential and proprietary information belonging to Salary. Third Party agrees to hold the Salary Data in confidence and to use it solely to provide the Services to Client and for no other purposes whatsoever (the “Exclusive Purpose”).

Salary hereby grants to Third Party a limited, non-exclusive license to access and use the Salary Data for the Exclusive Purpose. Third Party shall take all steps necessary to protect the Salary Data from unauthorized use, access and disclosure, and to keep the Salary Data confidential. Such steps shall be at least equal to those taken by Third Party to protect its own highly proprietary and confidential information. Third Party may disclose the Salary Data only to its own employees, agents, and representatives (collectively “Representatives”) who: (a) are bound by obligations of confidentiality and non-use no less rigorous than those set out in this Agreement; (b) have a need-to-know the Salary Data for the Exclusive Purpose; and (c) have been informed of the proprietary, confidential, and limited use restrictions associated with the Salary Data. Third Party agrees to be responsible for all acts and omissions by its Representatives as if Third Party itself committed such acts and omissions. Third Party agrees to notify Salary promptly upon discovery of any unauthorized use or disclosure of the Salary Data.

Third Party agrees that it shall not use the Salary Data to develop like materials either for its internal or external use. Third Party shall not make the Salary Data available for use by or for the benefit of any party except Client. Third Party shall make no copies whatsoever of the Salary Data, except to the extent necessary for the Services.

The foregoing confidentiality provisions shall not apply to information which:

- is or becomes publicly known through no fault of Third Party,
- is legally obtained by Third Party from a third party entitled to disclose it,
- is required to be disclosed pursuant to a requirement of a government agency or law, but only to the extent of and for the purposes of such requirement, and only if Third Party, unless legally prohibited, notifies Salary and permits Salary to seek an appropriate protective order, or
- can be documented as developed by or for Third Party independent of activities under this Agreement.

The provisions of this Section shall survive the termination of this Agreement for any reason.

3. Remedies. Third Party acknowledges that Salary will be irreparably harmed if Third Party obligations under this Agreement are not specifically enforced and that Salary would not have an adequate remedy at law in the event of an actual or threatened violation by Third Party of its obligations hereunder. Therefore, Third Party agrees that Salary shall be entitled to injunctive relief or any appropriate decree of specific performance for any actual or threatened violations or breaches of this Agreement by Third Party without the necessity of Salary showing actual damages or that monetary damages would not afford an adequate remedy to prevent breaches of this Agreement.

4. Return of Confidential Information. Third Party shall return all copies of all Salary Data it receives under this Agreement to Salary upon the completion of the Services or earlier upon request by Salary, or upon the termination of this Agreement. Notwithstanding the foregoing, Third Party may (i) retain copies of any Salary Data but only to the extent that it is required to retain by law or regulation, (ii) retain copies of any work product that contains Salary Data for archival purposes or to defend its work product. and (iii) in accordance with legal, disaster recovery and records retention requirements, store such copies and derivative works in an archival format (e.g., tape backups), which may not be returned or destroyed, provided that such Salary Data shall remain subject to the terms and conditions of this Agreement.

5. Termination. This Agreement may be terminated by Salary on thirty (30) days prior written notice to Third Party if it concludes, in its absolute discretion, that Third Party is in breach of any of its obligations under this Agreement, and has not cured such breach within a reasonable period of time.

6. Third Party Materials. Notwithstanding anything to the contrary contained herein, Third Party may possess or have access to information and data (“Independent Third Party Data”) substantially similar to that contained in Salary Data. Third Party’s use of such information and data shall not be restricted by the terms of this Agreement.

7. General.

- This Agreement may not be assigned by any party. The obligations of the parties under this Agreement shall not terminate upon any attempted assignment.
- This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflict of laws rules, and without regard to the United Nations Convention on Contracts for the International Sale of Goods and any

amendments thereto, the application of which is expressly excluded.

- If any part, term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any laws of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.
- This Agreement supersedes all prior understandings and negotiations, oral and written, and constitutes the entire understanding between the parties with respect to the specific subject matter of this Agreement. No waiver, modification or amendment to this Agreement shall be binding upon the parties unless it is in writing signed by authorized representative of the parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by its duly authorized representatives as of the day and year first above written.

SALARY.COM, LLC

Signature: _____
Printed Name: _____
Date: _____
Title: _____
Address: _____

[THIRD PARTY]

Signature: _____
Printed Name: _____
Date: _____
Title: _____
Address: _____

[CLIENT]

Signature: _____
Printed Name: _____
Date: _____
Title: _____
Address: _____