

TERMS OF SERVICE

Reliatus LLC Listing/Matching of ABA Behavioral Health

Personnel Candidates and Employers

Last Updated: August 28, 2024

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS AS A USER AND CUSTOMER AT AND THROUGH THIS INTERNET SITE AND RELATED INTERNET SITES, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

These Terms of Service (these “***Terms***”), together with any documents referenced herein, contain all of the terms and conditions that apply to the review, access and receipt of information and materials (collectively, the “***Reliatus Materials***”) provided by candidates (each, a “***Candidate***”), which Candidates are behavioral health professionals specializing in Applied Behavior Analysis (ABA) for people with Autism Spectrum Disorders (ASD) (collectively, the “***Subject Area***”), and provided by those persons and entities (each, an “***Employer***”) seeking to hire or engage one or more Candidates with respect to the Subject Area, at and through the Internet website <https://ABA.work>, and related websites and social media pages and sites (collectively, the “***Site(s)***”), as provided by the Site(s)’ proprietor, Reliatus LLC, an Arizona limited liability company (“***Reliatus***”). By clicking “I accept” and also by submitting a below-defined Order at or through the Site(s), or any of them, by accessing, ordering, paying for and receiving any Reliatus Materials and below-defined Reliatus Services, and by utilizing the Site(s) in connection therewith, each customer at the Site(s), as a Candidate or as an Employer (each, a “***Customer***”), as applicable, freely, voluntarily and with full authority and capacity to do so, agrees to be bound by and accepts these Terms. **If you, as a Customer, do not agree to be bound by all of these Terms, please do not order or purchase any Reliatus Materials or below-defined Reliatus Services or use or utilize the Site(s) in connection therewith. Reliatus reserves the right to cancel your Candidate Account or Employer Account, as the case may be, and to discontinue making the Reliatus Materials and below-defined Reliatus Services, the Site(s) and all features thereat, thereof and therethrough available to you, as a Customer, should you, as a Customer, violate any of these Terms.**

In agreeing to these Terms, you acknowledge that prior to doing so, you have received, read and understood these Terms, as well as the Reliatus’ Privacy Policy, Disclaimer Policy and other policies related to the Reliatus Materials and below-defined Reliatus Services (collectively, the “***Reliatus Policies***”), each of which is incorporated into and integrated with these Terms and made part hereof as if restated in full, as posted at the Site(s), and that you have read, understand and agree to all provisions and conditions set forth in these Terms. In the event of any conflict or inconsistency between these Terms and any of the Reliatus Policies or any other document or policy referenced herein, these Terms shall govern and take precedence, with the sole exception of Reliatus’ Disclaimer Policy and Privacy Policy, which shall govern and take precedence over all.

1. Reliatus Services.

a. *Orders.* The services provided by Reliatus (collectively, the “**Reliatus Services**”) at and through the Site(s) consist of the following listing and matching services with respect to the Subject Area: (i) as to a Candidate, the listing of Reliatus Materials concerning prospective Employers seeking to hire or otherwise engage one or more persons for certain positions sought by such Candidate in the Subject Area, together with the ability to search and access such Reliatus Materials and listings at or through the Site(s); or (ii) as to an Employer, the listing of Reliatus Materials concerning prospective Candidates seeking certain positions for which such Employer seeks to hire or otherwise engage one or more persons for certain positions such Employer seeks to fill in the Subject Area. The scope of such Reliatus Materials, listings and related features at the Site(s) to which a Candidate or Employer will have access shall be set forth in an “**Order**” submitted through the Site(s) by such Candidate or Employer and accepted through the Site(s) by Reliatus. Each Order shall reference these Terms and shall contain a description of each corresponding employment or independent contracting position (each a “**Subject Position**”, and collectively, the “**Subject Positions**”) sought by the Candidate or sought to be filled by the Employer, which may include without limitation the following: (i) the functions the Candidate is able to perform or else the duties and functions sought by the Employer to be performed in connection with the Subject Position, (ii) the qualifications, experience and expertise of the Candidate, or else and criteria to be applied by the Employer for selection of a Candidate for employment or engagement for the Subject Position (iii) the compensation package sought or offered regarding the Subject Position, (iv) the duration of the term of such Subject Position sought or offered, (v) whether such Subject Position sought or offered is as an employee or as an independent contractor, and (vi) the base location of the Subject Position sought or offered. An Order may include access to one or more databases with Reliatus Materials related to Candidates or Employers for one or more Subject Positions, each as set forth in the corresponding Order. An Order may also include a subscription for multiple Subject Positions, as set forth in the corresponding Order. In any event, each Order shall set forth how Reliatus Materials related to Employers for each Subject Position shall be provided to the Candidate or how Candidates for each Subject Position shall be provided to the Employer, as the case may be. The Site(s) contain hyperlinks to each Order for completion, submittal by the Candidate or Employer, as the Customer, as the case may be, and acceptance by Reliatus. Without need to amend these Terms, each such Order automatically shall be incorporated in and integrated with these Terms by this reference. No Reliatus Services shall be performed other than as expressly set forth in a completed, submitted and accepted Order. The Customer and Reliatus may modify any information in an Order solely by having the Customer submit a revised Order through the Site(s) and having Reliatus accept such revised Order thereat, whereupon the revised Order automatically shall replace and supersede the then-existing Order.

b. *Fulfillment of Orders.* Reliatus shall be obligated to provide to the Customer, and the Customer shall be obligated to purchase, solely those Reliatus Services and Reliatus Materials as expressly referenced in an Order provided by the Customer to Reliatus through the Candidate Account or the Employer Account, as the case may be, and accepted by Reliatus as set forth in Section 1(a), above. If Reliatus, for any reason, does not accept an Order from a Customer, Reliatus shall not be entitled to any corresponding Compensation from such Customer, and any sums paid by a Customer in relation to such Order shall be refunded within thirty (30) calendar days. Once

Reliatus accepts an Order, Reliatus shall exercise reasonable efforts to fulfill such Order and make available to the Customer the corresponding Reliatus Services and Reliatus Materials within two (2) to three (3) business days, or otherwise within a reasonable period of time, unless there are exceptional circumstances. In the event Reliatus cannot fulfill an Order within a reasonable period of time, Reliatus will inform the Customer accordingly. The Customer acknowledges that time is not of the essence with respect to fulfillment of Orders, so Reliatus' failure to fulfill any Order or provide any corresponding Reliatus Services or Reliatus Materials within any specified time period shall not be considered a material breach of these Terms, and Reliatus shall not in any event or under any circumstances be held liable or responsible in relation thereto.

c. *Cancellation of Orders.* A Customer may cancel any Order at any time by advance written notice to Reliatus, including without limitation through the applicable Candidate Account or Employer Account; *provided that* in the event certain Reliatus Services and/or Reliatus Materials have already been provided to or accessed by the Customer at the time of such cancellation, such Customer shall be required to pay, and Reliatus shall be entitled to receive and retain payment for, the same, prorated based on the proportion of Reliatus Services and Reliatus Materials provided to or accessed by such Customer relative to the total Reliatus Services and Reliatus Materials purchased by such Customer under the Order, it being understood, acknowledged and agreed by the Customer that with respect to Reliatus Services and Reliatus Materials, Orders or payments may only be cancelled up until such items are provided or otherwise made available to such Customer under the terms of the Order, and in the event of any unauthorized provision or availability of such items prior to such Customer's notice of cancellation or lack of authorization to Reliatus, such Customer shall remain responsible for payment for such items for the period beginning when such items were provided or otherwise made available by Reliatus and extending through the date of such notification or through the full then-current monthly billing cycle, as applicable; *provided further, that*, any amounts theretofore paid by the Customer in excess of such prorated amounts owed by such Customer shall be refunded to such Customer within thirty (30) calendar days after Reliatus' receipt of the Customer's notice of cancellation of the Order; *but provided, finally, that* notwithstanding anything to the contrary in this Section 1(c), cancellation of any Order may be subject to specific terms governing the corresponding Reliatus Services and Reliatus Materials as set forth in the Order, which may include a minimum duration and/or minimum payment obligation prior to cancellation.

d. *General Description of Reliatus Services; Limitations.* With respect to each Order and corresponding Subject Position, Reliatus will exercise reasonable efforts to list Candidates or Employers, as the case may be, from one or more databases containing appropriate Reliatus Materials to the Customer with respect to each corresponding Subject Position. In providing the Reliatus Materials and performing the Reliatus Services, Reliatus shall submit to the Customer all information and documentation in Reliatus' possession related to each applicable Candidate or Employer, as the case may be; *provided that* the Reliatus Services with respect to any such Order, and Subject Position shall not in any event or under any circumstance be considered a substitute for a Candidate's vetting of Employers, or any of them, or an Employer's vetting of Candidates, or any of them, and Reliatus shall not be required to perform any formal background check with respect to any prospective Employer or Candidate; *and provided, further, that* the Customer hereby understands, acknowledges and agrees that the information and documentation submitted to the

Customer by or through Reliatus, the Reliatus Materials or the Site(s) (including without limitation from any Employer or Candidate or any of personal references) in relation to each such Employer or Candidate might not be complete, and that there might be inaccuracies in the same. Without limiting the foregoing, it is hereby understood, acknowledged and agreed that (i) Reliatus does not have the duty to perform exhaustive investigations with respect to any such Employer or Candidate, and (ii) Reliatus makes no warranty, express or implied, regarding the timeliness, accuracy, performance or completeness of any such information or documentation, except that in the event Reliatus actually knows of or discovers, in the ordinary course of business, any inaccuracies, errors or omissions in such information and documentation, Reliatus will promptly either correct or complete such information or report comprehensively and fully all inaccuracies, errors and omissions in such information.

e. *Legal Compliance.* In seeking or filling a Subject Position, as the case may be, the Customer, as a Candidate or an Employer, shall be solely and exclusively responsible for compliance with any and all applicable federal, state and local laws, rules, regulations, ordinances, codes and government, professional and industry policies and procedures, including without limitation those pertaining to the licensing and registration that are necessary in order to fulfill the requirements of the Subject Position, further including without limitation maintaining applicable ABA Certificates and applicable licenses, registrations and certifications required by any applicable Board of Behavioral Health Examiners, Behavioral Health Executive Council, Department of Managed Health Care, Department of Mental Health, Office of Mental Health, and any other applicable state equivalent with respect to the Placed Candidate (collectively, “*Applicable Law*”).

f. *No Guarantee or Warranty of Performance; Assumption of Risk.* Each Candidate and Employer understands, acknowledges and agrees that such Candidate or Employer assumes all risks associated with accepting employment or engagement with an Employer, or with hiring or engaging a Candidate, as the case may be, and the Customer shall indemnify, defend and hold harmless Reliatus in relation to the same under Section 12, below. Without limiting the foregoing, it is hereby understood, acknowledged and agreed that (i) in no event and under no circumstance does Reliatus warrant or guarantee any level of performance or results with respect to any Candidate or Employer, (ii) in no event and under no circumstance shall Reliatus be responsible or liable for any claims, damages, losses, costs, expenses or liabilities in relation to any Candidate or Employer’s acts or omissions, even if such Candidate or Employer’s acts or omissions are negligent, unreasonable or otherwise wrongful, and (iii) the Customer’s sole recourse in relation to any negligent, unreasonable or otherwise wrongful acts or omissions of any Candidate or Employer shall be from such Candidate or Employer, or a claim against liability and/or casualty insurance maintained by an Employer as applicable, in relation to such Candidate’s employment or engagement with Employer or such Employer’s employment or engagement of such Candidate, as the case may be, which insurance, if applicable, shall be the sole and exclusive responsibility of the Candidate or Employer. Reliatus hereby assigns to the Customer any claims Reliatus may have against such Candidate or Employer, as the case may be, for such purpose, and such Candidate or Employer hereby consents to such assignment. Without limiting the foregoing, the Customer hereby further understands, acknowledges agrees that such Customer will exercise proper due diligence, and if an Employer such Customer shall obtain and maintain proper insurance coverage(s) with respect to each Candidate who is hired

or engaged by such Employer, and such Customer shall indemnify, defend and hold harmless Reliatus in relation to the same under Section 12, below.

g. *Exclusivity.* The Customer acknowledges and agrees that these Terms are non-exclusive as to Reliatus, and that Reliatus may perform and provide similar products and services for or on behalf of other parties engaged in the same or other businesses as the Customer. Notwithstanding the foregoing, once an Order has been submitted and accepted as set forth in Section 1(a), above: (i) each Employer shall consider and hire or engage candidates, and each Candidate shall consider and seek employment and engagement, for the corresponding Subject Position solely and exclusively through Reliatus and the Site(s) and from the pool of Candidates or Employers, as the case may be made available by Reliatus through the Site(s) under the Order; and (ii) For a period of six (6) months after Reliatus has provided Reliatus Materials in relation to a Subject Position, neither the Customer nor any Affiliate of the Customer shall refer a Candidate or an Employer referenced in the Reliatus Materials to any other party for any position, or for such performance or engagement of any services, duties or functions, similar to any of those that are the subject of the corresponding Order, except with the express written approval of Reliatus, which approval shall not be unreasonably withheld, conditioned or delayed; *provided, however, that* in the event of such approval, the party to whom such referral has been made shall acknowledge in writing that such party is bound by these Terms as to such referral and any corresponding Reliatus Materials, and the Customer, any applicable Affiliate of the Customer and the party to whom such referral has been made shall be jointly and severally liable and responsible for payment of any and all Compensation with respect to such engagement. For the purposes of this Agreement, an “**Affiliate**” of either a person or entity shall mean any party who or that controls, is controlled by or is under common control with such person or entity, where “control” means greater than fifty percent (50%) ownership or voting power.

i. *Subcontractors and Sub-Consultants.* Reliatus shall have full control over the means and methods of performance and provision of the Reliatus Services and Reliatus Materials, and in connection therewith, Reliatus, in providing and making available to the Customer the Reliatus Services and Reliatus Materials, shall have the right, but not the obligation, in its sole discretion, to enter into written service provider agreements, subcontract agreements and sub-consulting agreements with persons or entities of Reliatus’ choice (collectively, the “**Reliatus Subs**”, and each a “**Reliatus Sub**”), any of which may or may not be Affiliates of Reliatus. Reliatus shall not be responsible for any acts or omissions of the Reliatus Subs, or any of them, except to the extent such acts or omissions result from the reckless conduct or intentional misconduct of Reliatus. With the exception of such reckless conduct or intentional misconduct of Reliatus, the Customer may not under any circumstances hold Reliatus responsible or liable for any act or omission of any Reliatus Sub, the Customer’s sole recourse therefor shall be limited exclusively to the appropriate Reliatus Sub, and the Customer shall indemnify and hold harmless Reliatus in relation to the same as set forth under Section 12, below. To the extent not prohibited under any applicable agreement between Reliatus and an applicable Reliatus Sub, Reliatus hereby assigns to the Customer Reliatus’ rights, benefits, claims and remedies under Reliatus’ agreement with such Reliatus Sub and in relation to such Reliatus Sub for such purpose. Each Reliatus Sub may, but is not otherwise obligated to, require the Customer to agree to certain additional requirements, terms and conditions (the “**Reliatus Sub Requirements**”) as a condition precedent to providing or making available certain services or

materials to the Customer. Such Reliatus Sub Requirements shall be determined by the applicable Reliatus Sub solely in cooperation with Reliatus. The Customer is expected to comply fully with all corresponding Reliatus Sub Requirements in the event the Customer elects to receive any Reliatus Services or Reliatus Materials through a Reliatus Sub as identified in the corresponding Order; *provided that* in the event of any conflict or inconsistency between these Terms, any Reliatus Policies or any Order and any Reliatus Sub Requirements, these Terms, the Reliatus Policies and the applicable Order shall govern and take precedence. In no event and under no circumstance shall Reliatus be responsible for or liable to any Customer or Reliatus Sub, or to any third party, for or in relation to any Customer or Reliatus Sub's compliance with any Reliatus Sub Requirements, it being understood, acknowledged and agreed that any recourse of any Customer or any Reliatus Sub in relation to the same shall be solely against the applicable Customer or Reliatus Sub, as the case may be, and the Customer shall indemnify and hold harmless Reliatus in relation to the same as set forth under Section 12, below. To the extent not prohibited under any applicable agreement between Reliatus and an applicable Reliatus Sub, Reliatus hereby assigns to the Customer and to the applicable Reliatus Sub all of Reliatus' rights and benefits in relation to such applicable Reliatus Sub and the Customer, respectively, for such purpose.

j. *Application of Reliatus Policies.* All Reliatus Services and Reliatus Materials are subject to the applicable Reliatus Policies, and as a condition precedent to submitting any Order for any Reliatus Services and/or Reliatus Materials, the Customer understands, acknowledges and agrees that such Reliatus Policies govern the Customer's purchase, receipt, and if and where applicable cancellation, of any Orders, Reliatus Services and Reliatus Materials.

2. Becoming a Reliatus Customer. To become a Reliatus customer as a Candidate or Employer, establish a below-defined Candidate Account or Employer Account, and be eligible to order, purchase and receive Reliatus Services and Reliatus Materials through the Site(s), a person or entity, as a Candidate or Employer, must register directly at the Site(s). No Customer is authorized to market or resell the Reliatus Services or Reliatus Materials, or any of them, in any event or under any circumstances. In registering at the Site(s) and establishing a below-defined Candidate Account or Employer Account, as the case may be, the Customer represents and warrants the following: (a) All information the Customer submits at and through the Site(s) is accurate, truthful and does not infringe upon the rights of any third parties, including without limitation intellectual property rights; (b) the Customer has permission to submit all information, including without limitation payment information, on-line wallet information, on-line payment system information and credit card information, where such information may be required; (c) the Customer will keep all related information accurate and up to date; and (d) the Customer, and any natural person acting on behalf of the Customer in agreeing to these Terms, is no younger than the age of eighteen (18), all payment information associated with the Candidate Account or Employer Account, as the case may be, is provided by a person at least eighteen (18) years of age, and all Orders made by, for or on behalf of the Customer are done so by a person at least eighteen (18) years of age, with full legal capacity and authority, voluntarily, with full knowledge and understanding of its implications, without any undue influence of any kind, and with the effect of binding the Customer to these Terms and to the Reliatus Policies. The Customer reaffirms such warranties, and all other representations and warranties of the Customer in these Terms, in the Reliatus Policies and in the applicable Order each time the

Customer accesses and uses the Candidate Account or Employer Account, as the case may be, and any Reliatus Services and Reliatus Materials at and through the Site(s).

3. Terms Subject to Change.

a. General Terms Subject to Change. These Terms may change at any time, in Reliatus' sole discretion, including, but not limited to, the protocols for use of the Site(s), access to the Reliatus Services and Reliatus Materials at and through the Site(s), pricing and availability of the Reliatus Services and Reliatus Materials, availability of the Site(s), content and materials provided at or through the Site(s) in connection with or in relation to the Reliatus Services and Reliatus Materials, features and components of the Reliatus Services and Reliatus Materials, and other e-commerce related information and/or functionality. Reliatus reserves the right, its sole discretion, to discontinue the Site(s), or any of them (including Reliatus Services and Reliatus Materials, or any of them, available thereat and therethrough), and/or modify the contents of the Site(s); *provided that* in the event of any change to these Terms, Reliatus shall notify the Customer through the applicable Candidate Account or Employer Account and the e-mail address on file there that these Terms have been changed, whereupon it shall be the Customer's sole and exclusive responsibility to review these Terms and become aware of and comprehend such changes. Upon such notice to the Customer, any subsequent use by the Customer of the Site(s), any subsequent Order made by the Customer and any subsequent receipt and use by the Customer of any Reliatus Services and/or Reliatus Materials, shall bind the Customer to the updated and changed version of these Terms. The Customer acknowledges and agrees that Reliatus will not be liable to the Customer for any discontinuance or modification of the Site(s), or any of them (including features of Reliatus Services and Reliatus Materials, or any of them); *provided that* once an Order is made, processed, confirmed, accepted by Reliatus and paid for by the Customer, Reliatus shall provide the Reliatus Services and Reliatus Materials that are the subject of such Order under the terms set forth in such Order, and Reliatus shall continue to make the Site(s), Reliatus Services and Reliatus Materials available as provided in such Order and as otherwise provided in these Terms at the time of Reliatus' acceptance of and receipt of payment for such Order; *but provided, further, that* Reliatus still may update the Site(s), Reliatus Services and Reliatus Materials from time to time in Reliatus' sole and absolute discretion, and any future Order shall be subject to such updating.

b. Price and Payment Terms Subject to Change. Reliatus reserves the right, in its sole discretion, to change the price(s) of the Reliatus Services and Reliatus Materials, and each of them, at any time, such price(s) being subject to change each time the Customer accesses the order page for Reliatus Services and Reliatus Materials at the Site(s). In addition, all payment terms are similarly subject to change by Reliatus. Unless and until the Customer places an Order at the Site(s) for Reliatus Services and Reliatus Materials, or any of them, through the applicable Candidate Account or the Employer Account (as defined under Section 4(c)(i), below), and such Order is accepted and confirmed as provided under Section 1(a), above, and Section 6(a), below, the Customer shall have no expectations as to price or payment terms based on previous access to and receipt of information at the Site(s).

4. Use, Operation and Maintenance of Site(s).

a. *Operating and Maintenance Responsibilities of Reliatus.* Reliatus shall exercise reasonable efforts to maintain the Site(s) in condition and operating order, or with respect to third-party tools and applications to cause the appropriate third party(s) to so maintain. Reliatus shall not be responsible for any inaccessibility of the Customer due to scheduled maintenance and upgrades of the Site(s) or any corresponding Internet servers or software. Reliatus shall use reasonable efforts to ensure, or to cause a Reliatus Sub to ensure, that any inaccessibility shall be remedied as soon as is reasonably practicable. In the event that the Site(s), or the Reliatus Services or Reliatus Materials provided through the Site(s), become inaccessible, or their operation deviates materially from that provided in these Terms, and such deviation can be replicated by the Customer, then the Customer shall give written notification of the inaccessibility or the deviation, and in the case of deviations, sufficient information to permit replication and analysis. Upon receipt of notice from the Customer of any inaccessibility or deviation, Reliatus shall use reasonable efforts to diagnose, or cause a Reliatus Sub to diagnose, the cause of the inaccessibility or deviation. Upon completion of the diagnosis, Reliatus shall advise the Customer of the cause of the inaccessibility or deviation and shall use efforts, or cause a Reliatus Sub to use efforts, which Reliatus considers to be reasonable in its sole discretion, without charge, to restore access to and use of the Site(s) or avoid the deviation. Notwithstanding the foregoing, Reliatus shall have no obligation to resolve, or to cause any Reliatus Sub to resolve, any inaccessibility or deviation, or any functionality issues, caused by or attributable to: (i) modification of the Site(s) or Reliatus Materials by anyone other than Reliatus or an actually authorized Reliatus Sub; (ii) use of the Site(s), Reliatus Services and Reliatus Materials, or any of them, for any purpose other than intended; (iii) misuse or incorrect use of the Site(s), Reliatus Services and Reliatus Materials, or any of them; or (iv) malfunction or incompatibility of any Customer computer or any telecommunications services or equipment, or software or Internet features, not under the control of Reliatus. Reliatus shall provide to the Customer reasonable technical support, or cause a Reliatus Sub to so provide such technical support, during normal business hours of Reliatus or such Reliatus Sub, as the case may be, through an on-line support forum at the Site(s) and/or by telephone. Reliatus shall implement, or with respect to third-party tools and applications Reliatus shall cause the appropriate third party(s) to implement, the data archive procedures resident in the Site(s) at regular intervals, and the Customer acknowledges that the liability for loss, destruction or damage to any data the Customer may store in at any such Site(s) is limited pursuant to these Terms. As between Reliatus and the Customer, Reliatus has the sole right and responsibility to maintain and update the logical and physical organization and structure of the databases and associated files within the Site(s). In connection therewith, Reliatus, in its sole discretion, shall have authority and access at all times these Terms are in effect to set up, utilize and administer third-party tools and applications for and on behalf of the Customer and all Authorized End Users, as well as to make administrative setting changes in all technology platforms and services used and operated by or on behalf of the Customer, each as they relate to the Site(s), Reliatus Services and Reliatus Materials.

b. *Security.* Reliatus shall, or shall cause a Reliatus Sub to, establish and maintain commercially reasonable security measures designed to protect the Customer from any security breaches at or through the Site(s). However, Reliatus shall not under any circumstances be responsible for any security breaches caused by, arising from, resulting from or attributable to any factor other than Reliatus' reckless conduct or intentional misconduct. Specifically, among other things, Reliatus shall have no responsibility for any security breaches caused by, arising from,

resulting from or attributable to any causes set forth in Section 4(a)(i) through Section 4(a)(iv), above, or any features employed by any third party hosting company, it being understood and agreed that the Customer may not under any circumstances hold Reliatus responsible or liable therefor and that the Customer's recourse therefor shall be limited to the appropriate third party hosting company or companies.

c. *Responsibilities of the Customer.*

i. *Candidate Account or Employer Account.* In connection with the Reliatus Services and Reliatus Materials, the Customer, as a Candidate or as an Employer, shall access and use certain features ("**Site Features**") of and content ("**Site Content**") at the Site(s), through an account designated for such Customer, which shall be tied to an e-mail address or user name and a password, each to be provided by such Customer as a Candidate (the "**Candidate Account**") or as an Employer (the "**Employer Account**"). The Customer shall have the opportunity to change the e-mail address or user name and/or password for the Candidate Account or Employer Account, as applicable, from time to time in accordance with Reliatus' security policies and protocols, which shall be included among the Reliatus Policies, and which Reliatus shall make known to the Customer with reasonable updates, which policies and protocols are incorporated herein and integrated herewith by this reference, with the understanding that in the event of any conflict or inconsistency between these Terms and any such policies or protocols, these Terms shall govern and take precedence. The Customer acknowledges and agrees that the Customer shall be responsible for maintaining the confidentiality of any username and password associated with the Customer's Candidate Account or Employer Account, as applicable, and the Customer shall be liable for any consequences that may result from their disclosure, including but not limited to any resulting access to, use of, or modification of the Site(s), any Site Features and/or any Site Content and access to, integrity of and loss of the Customer's data and/or Authorized End Users' data or of Customer Content defined in Section 4(c)(ii), below. The Customer agrees to accept full responsibility for all activities that occur under the Customer's Candidate Account or Employer Account, as applicable, specifically under the Customer's designated user name, e-mail address and/or password. Reliatus reserves the right to refuse service, terminate the Candidate Account or Employer Account, as the case may be, or remove or edit content, including without limitation Customer Content, in Reliatus' reasonable discretion. The Candidate Account or Employer Account, as the case may be, and the corresponding e-mail and password are non-shareable, non-transferable and non-assignable, except upon written agreement by Reliatus, in Reliatus' sole and absolute discretion, whereupon any transferee or assignee shall become an "**Authorized End User**", and Candidate Account or Employer Account and e-mail, user name and password information may not under any circumstances be shared except with Authorized End Users as expressly set forth in this Section 4(c)(i). The Customer agrees to (A) maintain all computing environment(s) and equipment necessary for the Customer and any Authorized End Users' access to and use of the Site(s), Site Features, Site Content, Reliatus Services and Reliatus Materials at and through such Customer's Candidate Account or Employer Account, as applicable; (B) maintain the security of the Customer's account identification, designated e-mail address, designated password, Customer Content and any other confidential information relating to the Candidate Account or Employer Account; and (C) take responsibility for all charges resulting from use of the Candidate Account or Employer Account, including without limitation those pertaining to any unauthorized use prior to the Customer notifying Reliatus of such

unauthorized use and taking the legal steps to prevent its further occurrence by contacting Reliatus to change the Customer's assigned e-mail address or user name and/or password.

ii. Customer Content. The Customer and each Authorized End User, as the case may be, shall have the sole responsibility to input and maintain personal data, portfolio data, Customer data and other data required for the Customer's activities, affairs and operations at the Site(s), in order for Reliatus to provide the Site(s), Site Features, Site Content, Reliatus Services and Reliatus Materials to the Customer or any Authorized End User, which data may include identifying information and credit card, on-line wallet, on-line payment system and/or bank account information necessary to process Orders and pay for Reliatus Services and Reliatus Materials. The Customer shall maintain the Customer's own proprietary content and that of each of the Authorized End Users provided and utilized in connection with the use and utilization of the Site(s), Site Features, Site Content, Reliatus Services and Reliatus Materials (collectively, "**Customer Content**"), and to test to ensure that Customer Content is processed as expected. Reliatus shall exercise, or cause one or more Reliatus Subs to exercise, reasonable efforts to secure Customer Content, and Customer Content shall be maintained and managed at or through the Site(s) in accordance with Reliatus' Privacy Policy. Except as otherwise expressly provided in these Terms and Reliatus' Privacy Policy, Reliatus shall not secure, maintain, test or alter Customer Content in any way. Except as otherwise expressly provided in these Terms and Reliatus' Privacy Policy, Reliatus does not warrant that any Customer Content will be maintained or up to date in any manner, and Reliatus shall not have any responsibility or liability for any failure to provide Site Features, Site Content, Reliatus Services or Reliatus Materials to the Customer or any Authorized End User as a result of the Customer's failure to maintain and update Customer Content as appropriate. Specifically, the Customer shall remain solely responsible for all errors or problems in Customer Content impacting the Site(s) and/or the functionality thereof with respect to any Site Features, Site Content, Reliatus Services, Reliatus Materials or Orders. Except as otherwise expressly provided in these Terms and Reliatus' applicable Privacy Policy, Reliatus does not warrant that any Customer Content shall be made available after the time period set forth in Section 4(c)(iii), below.

iii. Maintenance of Customer Content; Termination of Candidate Account or Employer Account. The Customer shall maintain a copy of all Customer Content in an accessible way prior to termination of the Customer's Candidate Account or Employer Account, as the case may be, and access by the Customer and the Authorized End Users to the Site Features, Site Content, Reliatus Services and Reliatus Materials through the Customer's Candidate Account or Employer Account. Any Customer Content uploaded to the Site(s) shall be for the sole use by the Customer, each applicable Authorized End User and Reliatus; *provided that* Reliatus will not share any such Customer Content with any other customer or any third party except as authorized under these Terms (which authorization hereby automatically includes sharing the same with all Reliatus Parties and Reliatus Subs, and with Candidates and Employers at the Site(s), as reasonably necessary to provide the Site Features, Site Content, Reliatus Services and Reliatus Materials under these Terms, as well as any licenses of Customer Content granted to Reliatus under these Terms), or as reasonably necessary to operate and maintain the Site(s) as required under these Terms; *and provided, further, that* upon termination of the Customer's Candidate Account or Employer Account, as the case may be, and access by the Customer and the Authorized End Users to the Site Features, Site Content, Reliatus Services and Reliatus Materials therethrough and thereat, the Customer and the Customer's

Authorized End Users shall have no further ability to access or use such Candidate Account or Employer Account at the Site(s) or any data the Customer may have stored at or through such Candidate Account or Employer Account. Reliatus shall retain all Customer Content stored at the Site(s) under the corresponding Candidate Account or Employer Account for a period of ninety (90) calendar days after termination of such Candidate Account or Employer Account and access by the Customer and the Customer's Authorized End Users to the Site Features, Site Content, Reliatus Services and Reliatus Materials through such Candidate Account or Employer Account, and so long as the Customer has paid all amounts due in accordance with Section 6, below, Reliatus shall during such ninety (90) day period work with the Customer to transfer such Customer Content to other site(s), system(s) and platform(s), as requested and designated by the Customer. Upon the expiration of such ninety (90) day period, the Customer agrees that Reliatus may at its sole option purge all Customer Content from the Site(s); *provided that* if reasonably necessary to complete the transfer requested and designated by the Customer, Reliatus and the Customer may mutually agree to extend such ninety (90) day period; *provided, further, that* the transfer has commenced and proceeds diligently to completion.

iv. Third Party Hosts. The Customer acknowledges that certain Site Features, Site Content and other aspects and functions of the Site(s), Reliatus Services and Reliatus Materials shall reside in one or more third-party hosting companies' computing environment(s), which comprise both servers and telecommunications services, and that certain uses of the capabilities offered by the Site(s), Reliatus Services and Reliatus Materials may render the Site(s), Site Features, Site Content, Candidate Account or Employer Account, Reliatus Services and Reliatus Materials inaccessible or may impair the performance of the computing environment(s) for the Customer, for Customer's Authorized End Users and/or for Reliatus' other customers. In the event of any such use by the Customer, Reliatus shall so notify the Customer, whereupon the Customer and the Customer's Authorized End Users shall be obligated to put an immediate stop to such use, and the Customer will notify Reliatus in writing that such use has ceased. In the event of the Customer's failure to put an immediate stop to such use, Reliatus reserves the right to suspend or terminate the Customer's Candidate Account or Employer Account, as the case may be, and access by the Customer and any of the Customer's Authorized End Users to the Site Features, Site Content, Reliatus Services and Reliatus Materials therethrough and thereat. In the meantime, in the event of any damage or delay suffered by the Customer that is caused by, arising from, resulting from or attributable to any acts or omissions of any third-party hosting company, as opposed to Reliatus, the Customer acknowledges and agrees that Reliatus shall not be liable or responsible for such damage or delay, and the Customer agrees that the Customer's sole recourse in connection with such damage or delay shall be such third-party hosting company and/or said hosting company's insurers or sureties. To the extent not prohibited under the applicable agreement between Reliatus and such third-party hosting company, Reliatus hereby assigns to the Customer Reliatus' rights, benefits, claims and remedies under Reliatus' agreement with such third-party hosting company and in relation to such third-party hosting company for such purpose.

v. Limited License. Reliatus grants to the Customer and each of the Customer's Authorized End Users who are authorized to purchase and access the Site Features, Site Content, Reliatus Services and Reliatus Materials a limited license to access and make personal use of the Site(s), Site Features, Site Content, Reliatus Services and Reliatus Materials solely as needed to

consider, order, pay for and receive the Reliatus Services and Reliatus Materials as set forth in these Terms, the Reliatus Policies and the accepted and confirmed Orders incorporated in and integrated with these Terms, and to enforce any rights, duties or obligations under these Terms or any such Order. This license does not include any resale or commercial use of the Site(s), any Site Features, any Site Content, and any of the Reliatus Services and Reliatus Materials, or any of them; any collection and use of any content posted by Reliatus at any of the Site(s), or any listings, descriptions, features, qualifications or related information of Reliatus at any of the Site(s); any derivative use of the Site(s) or contents thereof or of the Site Features, Site Content, Reliatus Services or Reliatus Materials; any downloading or copying of account information for the benefit of another; or any use of data mining, robots, cookies or similar data gathering and extraction tools. The Customer and the Customer's Authorized End Users might have the ability in certain instances to post certain limited content at the Site(s), upon prompting. Neither the Customer nor any of the Customer's Authorized End Users may reproduce, copy, distribute, store or in any other fashion re-use any Site Features, Site Content or Reliatus Materials, or resell, sublicense, assign or otherwise allow the use of the Site(s), Site Features, Site Content, Reliatus Services or Reliatus Materials, or any of them, by or for the benefit of any other person, entity or group, without the express written approval of Reliatus, in Reliatus' sole and absolute discretion.

vi. *Impact of Customer Content and Computing Environment.* The Customer shall remain solely responsible for all errors or problems in Customer Content impacting the Site(s), Orders, Site Features, Site Content, Reliatus Services and Reliatus Materials, or any of them, or the performance or effectiveness thereof, maintaining and providing any necessary operating environments in which the Customer and any of the Customer's Authorized End Users utilize the Site(s), Reliatus Services and Reliatus Materials, or any of them, errors caused by third party software or hardware or the configuration of such items as they relate to such access, utilization or application, and interruptions in access to the Site(s), Orders, Candidate Account or Employer Account, as the case may be, Site Features, Site Content, Reliatus Services and Reliatus Materials, or any of them, or other downtime attributable to any Internet provider of the Customer or any of the Customer's Authorized End Users.

vii. *No Unauthorized Non-Reliatus Links.* Other than page caching, neither the Customer nor any of the Customer's Authorized End Users is authorized to download or modify the Site(s), Site Features, Site Content or Reliatus Materials, or any portion thereof. Unless otherwise authorized in writing by Reliatus, in Reliatus' sole and absolute discretion, neither the Customer, nor any such Authorized End Users, nor any third-party, is authorized to place a hyperlink at the Site(s)' home page(s), or to deep link to any web page contained at the Site(s) (*i.e.*, no links are permitted under any circumstances from third-party websites to any page of the Site(s) other than a Site's home page). Such links are expressly prohibited. In addition, neither the Customer, nor any Authorized End Users, nor any third party, may link any of the Site(s)' home page(s) in such a manner as to create a reasonable possibility or likelihood of confusion by users of a third party website as to the true ownership or sponsorship of any Site(s) and/or as to the existence or lack thereof of some affiliation or other relationship between Reliatus and the third party and/or its website.

viii. No Offensive Activities. Neither the Customer nor any of the Customer's Authorized End Users may post or transmit through any of the Site(s) or the Customer's Candidate Account or Employer Account, as the case may be, any content, item or material, or otherwise access or utilize the Site(s), Reliatus Services and Reliatus Materials, or any of them, in any way, in any manner that violates or infringes in any way upon the rights of others, or that is unlawful, misleading, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, ageist, sexist, racist, bigoted, confidential or proprietary to third parties, or that is otherwise objectionable, or that is intended to or has the effect of promoting or inviting violence, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or that is inconsistent with the non-religious and non-political purposes of the Site(s), Orders, Site Features, Site Content, Reliatus Services and Reliatus Materials, or that contains advertising or any solicitation with respect to products or services, each as determined by Reliatus in its sole discretion. The Customer and each of the Customer's Authorized End Users are also prohibited from using any of the Site(s), Orders, Site Features, Site Content, Reliatus Services and Reliatus Materials, or any of them, in any way that restricts or inhibits any other user or customer of the Site(s), Reliatus Services and Reliatus Materials, or any of them, from using or enjoying the same. Also, neither the Customer nor the Customer's Authorized End Users shall use any of the Site(s), Orders, Site Features, Site Content, Reliatus Services and Reliatus Materials for any illegal purpose, including without limitation uses in violation of the CAN-SPAM Act of 2003 or in violation of any privacy laws.

ix. Other Use Restrictions. In accessing and using the Site(s), Reliatus Services and Reliatus Materials, the Customer shall not, and shall cause each of the Customer's Authorized End Users not to:

(A) Engage in behaviors or activities that have the intention or effect of artificially causing an item or collection to appear at the top of search results, or artificially increasing traffic, view counts, favorites or other metrics that Reliatus might use to sort search results;

(B) Access, use or utilize the Site(s), Reliatus Services or Reliatus Materials from any country or jurisdiction sanctioned by the government of the United States or to facilitate transactions involving individuals or entities sanctioned by the government of the United States or located in sanctioned countries or jurisdictions;

(C) Carry out any financial activities subject to registration or licensing, including but not limited to creating, selling or buying securities, commodities, options or debt instruments, except in strict compliance with Applicable Law regarding the same;

(D) Create, sell or buy items that provide rights to participate in any multi-level marketing (MLM) program, an Initial Coin Offering (ICO), an Initial Dex Offering (IDO) or any securities offering, or that are redeemable for securities, commodities or other financial instruments, except in strict compliance with Applicable Law regarding the same;

(E) Engage in price manipulation, fraud or other deceptive, misleading or manipulative activities;

(F) Infringe upon or violate the intellectual property rights or any other rights of others;

(G) Impersonate other people, including without limitation employees and representatives of Reliatus, any Reliatus Sub or any below-defined Reliatus Party;

(H) Engage in any unauthorized mass communication, such as “spam” or “junk mail”; or

(I) Unless otherwise authorized by Reliatus, in Reliatus’ sole and absolute discretion, communicate or make any submissions to or through Reliatus or the Site(s) in any language other than English, as Reliatus might not be able to decipher or respond to such communications or submissions appropriately.

x. Monitoring of Site(s). The Customer hereby understands, acknowledges and agrees that Reliatus may: (A) monitor any and all communications or submittals made to or through Reliatus or the Site(s) or using the Site(s) or any Reliatus Materials or any related systems or platforms; (B) retain copies of any and all such communications and submittals; and (C) modify any information, communications and submittals provided to Reliatus and/or to, through or using the Site(s) in any way. The Customer hereby waives the Customer’s moral right to be identified as the author of any such information, communications and submittals, with the understanding, acknowledgment and agreement that the Customer must communicate to Reliatus in advance any restrictions the Customer wishes to place upon Reliatus’ use of such information, communications and submittals, whereupon Reliatus may elect, in its sole and absolute discretion to accept or reject such restrictions as Reliatus so chooses.

xi. Other Reliatus Rules of Use. Reliatus may enact, implement and enforce reasonable rules of use, which shall be included among the Reliatus Policies, as promulgated and amended from-to-time by Reliatus in its reasonable discretion regulating the use of the Site(s) by the Customer and the Customer’s Authorized End Users, and the Customer agrees to be bound by and to bind each of the Customer’s Authorized End Users to such rules. In the event of any conflict or inconsistency between these Terms and such rules, these Terms shall govern and take precedence. Breach of such rules or this section may result in the offending information being removed by Reliatus, or Reliatus’ suspension or termination of the Customer’s Candidate Account or Employer Account, as the case may be, and/or suspension or termination or access by the Customer and/or any of the Customer’s Authorized End Users to the Site Features, Site Content, Reliatus Services and Reliatus Materials.

d. *Materials Posted by Others.*

i. Limits to Reliatus Actions; Discretionary Removal of Offensive Material. The Customer understands and acknowledges that Reliatus cannot, does not and will not monitor all material posted or transmitted by customers, users and third party information providers at the

Site(s). Although Reliatus has no obligation to review or remove any such content in general, Reliatus reserves the right to remove any content posted at the Site(s) at any time for any reason in its reasonable discretion, including without limitation copyrighted content or other proprietary information of any kind that has been posted or linked to without the express permission of the owner of that material. Decisions in such regard shall be made by Reliatus in its reasonable discretion after actual notice of such posting and in no event or circumstance shall be construed as giving rise to any duty or obligation to review or remove in the future.

ii. *Site Content.* The Site Content includes information, data, software, photographs, graphs, videos, typefaces, graphics, audio and other material. Reliatus does not control the Site Content supplied by parties other than Reliatus or any actually authorized Reliatus Subs; *provided that* Reliatus, in its sole and absolute discretion, may allow for certain third parties (collectively “**Sponsors**”, and each a “**Sponsor**”) to advertise and/or provide hyperlinks at the Site(s) in relation to other products, services and materials. In any event, any opinions, advice, statements, services, offers, and/or other information that constitute part of Site Content expressed or made available by third parties, including without limitation Sponsors, and not by Reliatus or any actually authorized Reliatus Subs, are those of the respective authors or distributors and not of Reliatus or any Reliatus Sub. In many instances, the Site Content available at and through the Site(s) represents the opinions and judgments of the respective party or user, including without limitation a Sponsor, whether or not under contract with Reliatus. Unless clearly, expressly and unequivocally indicated elsewhere, Reliatus does not necessarily endorse, support, sanction, encourage, verify, or agree with the comments, opinions, suggestions, statistics or statements posted by parties other than Reliatus, including without limitation any Sponsor, anywhere at the Site(s) or elsewhere in connection with the Reliatus Services and Reliatus Materials. Neither Reliatus, nor any below-defined Reliatus Party, makes any warranties with respect to any of the data featured or mentioned on or at the Site(s) or with respect to any Reliatus Services and Reliatus Materials, unless provided expressly in these Terms or in an Order that is accepted and fulfilled by Reliatus. Any information, content or material placed online by parties other than Reliatus, including without limitation any Sponsor, and further including without limitation any advice and opinions, are the views and responsibility of those who post the information, content or material, and do not necessarily represent the views of Reliatus or any below-defined Reliatus Party. Under no circumstances shall Reliatus or any below-defined Reliatus Party be liable for any loss, damage or harm caused by the Customer’s or any Authorized End User’s reliance on information obtained at or through the Site(s), including without limitation by any Sponsor, unless provided directly by Reliatus or by a Reliatus Sub with Reliatus’ actual authorization. It is the sole and exclusive responsibility of the Customer to evaluate the information, opinions, advice or other Site Content available at and through the Site(s) and not provided directly by Reliatus or an actually authorized Reliatus Sub, including without limitation as provided by any Sponsor. The Customer acknowledges and agrees that Reliatus is not responsible, and shall have no liability or responsibility to the Customer or any Authorized End Users, or any third party, with respect to any information or materials posted by any party other than Reliatus or a Reliatus Sub with Reliatus’ actual authorization, including without limitation any Sponsor, and further including without limitation defamatory, offensive or illicit material, or material that violates these Terms. The Customer, for himself/herself/itself and for all Authorized End Users, accordingly unconditionally releases Reliatus, and all below-defined Reliatus Parties from any and all liabilities and claims related to such information and materials posted by third parties, including without

limitation Sponsors, which are not Reliatus Subs actually authorized by Reliatus, and the Customer shall indemnify and hold harmless Reliatus and the below-defined Reliatus Parties in relation to the same, as set forth in Section 12, below.

iii. Hyperlinks. With the use of the Site(s), the Customer and the Customer's Authorized End Users might have the ability to link to other, non-Reliatus Internet content, including without limitation certain Sponsor websites, and to upload their own non-Reliatus provided content and materials at the Site(s) for use by the Customer and such Authorized End Users. The Customer shall be solely responsible for obtaining access authorization from any and all content sources the Customer chooses to utilize that are not Reliatus or an actually authorized Reliatus Sub, and the Customer shall indemnify and hold Reliatus, all below-defined Reliatus Parties and all Reliatus Subs harmless from any and all costs, expenses, injuries, damages and claims that are attributable to any use of content, programs and materials uploaded or linked to by or through the Customer or any of the Authorized End Users and not directly by Reliatus or an actually authorized Reliatus Sub, as set forth in Section 12, below. Reliatus has no control over such third-party sites, including without limitation those of Sponsors, or the content within them, or any related products, services or materials, including without limitation those provided by or through Sponsors. Reliatus cannot and does not guarantee, represent or warrant that the content contained in such third-party sites is accurate, legal or inoffensive. Reliatus does not endorse the content of any third-party site, nor does Reliatus warrant that such third-party sites will not contain viruses or otherwise impact the Customer's and/or Authorized End Users' computers. Reliatus does not assume any responsibility or liability for the actions, products, services, materials and content of the same or of any third parties, including without limitation any Sponsor. If the Customer or any Authorized End User chooses to link to or use a third-party website, the Customer and such Authorized End User should carefully review such third party's privacy statement and other terms and conditions of use. Each Sponsor may, but is not otherwise obligated to, require the Customer or an Authorized End User to agree to certain additional requirements, terms and conditions (the "**Sponsor Requirements**"). Such Sponsor Requirements shall be determined solely by the applicable Sponsor. The Customer and the Customer's Authorized End Users are expected to comply fully with all corresponding Sponsor Requirements in the event the Customer or any Authorized End User elects to receive any products, services or materials from or through a Sponsor; *provided that* in the event of any conflict or inconsistency between these Terms, any Reliatus Policies and any Order, on one hand, and any Sponsor Requirements, on the other hand, these Terms, the Reliatus Policies and the Order shall govern and take precedence. In no event and under no circumstance shall Reliatus or any below-defined Reliatus Party be responsible or liable to any Customer, Authorized End User or Sponsor, or to any third party, for or in relation to any Customer, Authorized End User or Sponsor's compliance with any Sponsor Requirements, it being understood, acknowledged and agreed that any recourse of the Customer or any Authorized User, on one hand, or any Sponsor, on the other hand, in relation to the same shall be solely against one another, and the Customer shall indemnify and hold harmless Reliatus, all below-defined Reliatus Parties and all Reliatus Subs in relation to the same, as set forth in Section 12, below. By using the Site(s) to search for or link to any third-party site, the Customer agrees and understands that the Customer may not make any claim against Reliatus or any of the Reliatus Parties for any damages or losses, whatsoever, resulting from the Customer's use of or access to the Site(s) to obtain search results or to link to any third-party site.

5. Disclaimer Policy. At all relevant times, the Site(s), Site Features, Site Content, Reliatus Services and Reliatus Materials, and each of them, shall be subject to each and every disclaimer set forth in Reliatus' Disclaimer Policy, and upon each Order, and as a condition precedent to Reliatus' acceptance and fulfillment thereof, and prior to the Customer's access to each of the Site Features, Site Content, Reliatus Services and Reliatus Materials, and as a condition precedent to the Customer's entitlement thereto, Reliatus, in its sole and absolute discretion, may but is not necessarily obligated to require the Customer to review and click acceptance of Reliatus' Disclaimer Policy and/or certain disclaimers set forth therein; *provided that* such Disclaimer Policy and disclaimers set forth therein shall apply in any event and under any circumstances, and Reliatus' failure to prompt the Customer to review and click acceptance thereof in any given instances shall not be construed as waiving, limiting, diminishing, impairing, qualifying or otherwise adversely affecting such Disclaimer Policy and disclaimers set forth therein or the operation and application of the same.

6. Compensation.

a. Payment in Accordance With Orders. Together with each Order, the Customer shall pay immediately for the corresponding Reliatus Services and Reliatus Materials, including without limitation any related subscription fees, through the payment method (credit card, on-line wallet or on-line payment system) entered through the Customer's Candidate Account or Employer Account, as applicable, and the Customer shall be obligated to provide further payments through the same method on the same day of each subsequent month for charges accrued during the previous month, or in the alternative payment shall be made to Reliatus in the amount and manner set forth in the corresponding Order (the "**Compensation**"); *provided that* with respect to any subscription identified in an Order, the Customer hereby understands, acknowledges and agrees that such subscription shall renew automatically on a monthly basis, the Customer shall be charged automatically for each subsequent month, and the Customer hereby authorizes Reliatus to charge the corresponding Candidate Account or Employer Account and credit card or payment method on file automatically for each such month up to and including the month in which the Customer provides written notice to Reliatus of the Customer's election to terminate such subscription commencing with the following month; *and provided, further, that* an Order, at Reliatus' sole and absolute discretion, may require a minimum number of months such a subscription must be maintained, in which event the Customer may not elect to terminate such subscription, even by advanced written notice, unless and until the Customer has paid Reliatus the monthly compensation for such subscription for the minimum number of months required in the Order. Except as set forth in a corresponding Order, all sales are final and not subject to any refunds or replacements.

b. Failure or Delay in Payment. In the event any Compensation or other payables under these Terms are not received by Reliatus when due, including without limitation due to a charge-back, credit card or payment account declination, an unsuccessful charge, or a payment processing error, the Customer shall reimburse Reliatus for any corresponding financing fees and related banking fees, and the Customer shall also owe to Reliatus interest at the rate of ten percent (10%) per annum on the total amount due and not paid for each month it remains unpaid, prorated daily based on a 365-day year, which reimbursement and interest payments the Customer acknowledges are a reasonable estimate of otherwise difficult to calculate damages and administrative costs associated with untimely payment.

In the event any payment owed to Reliatus is not received by Reliatus when due, Reliatus may but is not obligated to suspend or terminate the Customer's Candidate Account or Employer Account, or to suspend or terminate Reliatus' provision of Reliatus Services and Reliatus Materials to the Customer and the Customer's Authorized End Users until such time as Reliatus has received payment in full, including interest as applicable as set forth under this Section 6(b), each as a non-exclusive remedy for default under these Terms, and to exercise any other right or remedy at law or in equity.

c. *Audit and Inspection Rights.* At any time during normal business hours, Reliatus, or any authorized designee thereof, including without limitation Reliatus' auditors, accountants and attorneys, may visit any premises, office, facility, business or other site of the Customer, or any Affiliate, principal, officer or director of the Customer, each to the extent reasonably needed to review, inspect and audit the books, records and operations of the Customer in order to monitor and confirm the Customer's accurate reporting and payment of Compensation under Section 6(a), above, and the Customer's compliance with the requirements under Section 11, below. If any such review, inspection or audit reveals any violation by the Customer of these Terms, including without limitation any underreporting or underpayment or delay in payment of Compensation to Reliatus under this Section 6, and/or business activities in violation of any of the requirements under Section 11, below, then any payments otherwise owed by the Customer to Reliatus but not made in a full and timely manner under the Order, shall accrue interest as set forth under Section 6(b), above, and the Customer shall also owe to Reliatus those amounts otherwise payable to Reliatus but for the Customer's violation of the non-circumvention provisions under Section 11(b), below, together with interest thereon at the same rate. Further, in such case, the Customer shall reimburse Reliatus for all costs and expenses associated with such review, inspection and audit, including without limitation reasonable travel, lodging, meals, copying costs, other logistics expenses and attorney's, accountant's and auditor's fees.

d. *Effect of Payment.* Except as expressly otherwise provided in these Terms, any payment by the Customer to Reliatus under these Terms and a corresponding Order shall operate as a release of any claims, which the Customer may be entitled to make in relation to the Reliatus Services and Reliatus Materials, and each of them, that are covered by such payment.

7. Independent Contractor. No relationship of employment is created by these Terms, it being understood that in agreeing to these Terms and providing Site Features, Site Content, Reliatus Services and Reliatus Materials hereunder, Reliatus is at all times acting and performing solely as an independent contractor. Neither Reliatus nor the Customer is authorized to be the agent or legal representative of the other for any purpose whatsoever. Neither Reliatus nor the Customer shall have the authority or power to make any commitments of any responsibility expressed or implied in the name of the other or to assume or create any obligation or shall be liable for any acts or omissions of the other. All employment, insurance and tax matters and filings shall be handled accordingly.

8. Confidentiality and Intellectual Property. In connection with these Terms and each of the Orders, and the Customer's and Authorized End Users' access to, order of, purchase, use and utilization of the Reliatus Services and Reliatus Materials as set forth in these Terms and the Reliatus Policies and in each Order, Reliatus might provide, and the Customer and/or the Customer's Authorized End Users might receive, certain confidential and proprietary information concerning one or more businesses, projects, products, materials, undertakings and/or services of Reliatus related to

the Subject Area, or any of it (collectively, the “**Reliatus Proprietary Items**”), which Reliatus deems to be highly proprietary and valuable.

a. *Scope of Confidentiality Protection.* For the purpose of this Section 8, “**Reliatus Confidential Information**” shall include all information, whether written or oral, that is prepared, uniquely known and/or provided by Reliatus, any member of Reliatus (including without limitation Steven Alan Thornley), and/or any Affiliate, parent, subsidiary, principal, member, officer, director, employee, agent, representative (including without limitation the Reliatus Subs, and each of them, subject to the remaining requirements of these Terms as pertains to such Reliatus Subs and the limitation of Reliatus’ responsibility and liability therefor), predecessor, successor or assign of any of them, in each event excluding the Customer or any Customer Party defined below (collectively, the “**Reliatus Parties**”, and each a “**Reliatus Party**”), including without limitation that related to any of the following regarding the Reliatus Proprietary Items, or any of them: (i) prospective development; (ii) descriptions, compositions and features; (iii) operational, logistical, financial, physical, legal and other practical requirements; (iv) expected financial gains to be realized; (v) identities of parties potentially involved, including without limitation actual and prospective providers, practitioners, behavioral health technicians, developmental professionals, employers, candidates, vendors, contractors, consultants, and other business partners of Reliatus; (vi) prospective impacts and effects; and (vii) other information, which is not readily available to the public. For the purposes of this Section 8, “**Reliatus Confidential Information**” also shall mean any of the following: (I) the contents of these Terms, and the Reliatus Policies and other documents incorporated herein and integrated herewith by reference, with the understanding that the existence of these Terms and the Customer’s general obligation of confidentiality under this Section 8 may and should be disclosed to all third parties who seek or might receive any Reliatus Confidential Information; (II) all terms, conditions and features related to the Customer’s purchase, payment for and acquisition of the Reliatus Services and Reliatus Materials, or any of them, as set forth in these Terms and the Reliatus Policies and in any Order; (III) all Reliatus Intellectual Property, as defined in Section 8(b), below; (IV) non-public information related to any and all Reliatus Proprietary Items developed, performed or generated by or for the benefit of Reliatus or any of the Reliatus Parties; and (V) proprietary information relating to the business, operations, methodologies, technologies, personnel, vendors, financial condition or procedures of Reliatus or any of the Reliatus Parties, which is not generally known to the public, and which under all of the circumstances ought reasonably to be treated as confidential and/or proprietary. Reliatus Confidential Information shall include any information, whether or not labeled “confidential”, that by its nature could be deemed to be confidential, sensitive, privileged and/or proprietary information of Reliatus or any of the Reliatus Parties. the Customer shall disclose Reliatus Confidential Information solely as necessary to consider, order, purchase, pay for, receive, use and receive the benefit of the Reliatus Services and Reliatus Materials, each as set forth in these Terms and the Reliatus Policies and in any applicable Order, and the Customer shall consider and utilize Reliatus Confidential Information solely for such purposes. Reliatus Confidential Information may be disclosed orally, visually, and in written form (including but not limited to electronic or other media).

b. *Reliatus Intellectual Property.* All intellectual property rights in any way related to any Reliatus Confidential Information provided by or through Reliatus or any of the Reliatus Parties to the Customer is hereby acknowledged to remain in the exclusive possession of Reliatus, the

applicable Reliatus Party, or the applicable licensor thereof (each, a “**Reliatus Licensor**”), as appropriate, and any rights to or interests in such Reliatus Intellectual Property, or any permutation or derivation thereof, or any improvement thereto, are hereby fully disclaimed, waived and renounced by the Customer in favor of Reliatus, the applicable Reliatus Party, or the applicable Reliatus Licensor, as appropriate. For the purposes of this Section 8(b), “**Reliatus Intellectual Property**” means all intellectual property owned, licensed (as licensee) or otherwise used by Reliatus and/or any of the Reliatus Parties, arising from or in respect of, or that might arise from or relate to, the following, whether protected, created or arising under the laws of the United States or any other jurisdiction, whether or not registered with any governmental authority, each as pertains to the Reliatus Services, Reliatus Materials, Site Features, Site Content, and Reliatus Proprietary Items, or any of them: (i) all patents and applications therefor, including continuations, divisionals, continuations-in-part, reexaminations, or reissues of patent applications and patents issuing thereon (collectively, “**Patents**”); (ii) all trademarks (registered or common law marks), service marks, trade names, service names, brand names, trade dress rights, logos, icons, domain names, Internet URL addresses, corporate names and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof (collectively, “**Marks**”); (iii) all copyrights and registrations and applications therefor, works of authorship (including without limitation the Reliatus Materials, and each of them) and mask work rights (collectively, “**Copyrights**”); (iv) all discoveries, concepts, ideas, research and development, know-how, formulae, inventions, compositions, processes and techniques, technical data, data compilations, text information and materials, graphics, images, sound clips, video clips, page layouts, procedures, designs, drawings, specifications, databases, and other proprietary and confidential information, including without limitation that contained in the Reliatus Materials, as well as identification of providers, practitioners, behavioral health technicians, developmental professionals, distributors, programs, employers, vendors, products, customers, clients, software and hardware information, pricing and cost information, and business and marketing plans and proposals of Reliatus and/or any of the Reliatus Parties, in each case excluding any rights in respect of any of the foregoing that comprise or are protected by Marks, Copyrights or Patents; (v) all software, including all source code and open source code, and all related documentation; (vi) all artwork, designs, images, photographs or other content displayed, illustrated or otherwise used on or in connection with Reliatus’ websites, or any websites of any of the Reliatus Parties, or otherwise used in connection with Reliatus or any Reliatus Proprietary Items; and (vii) all other technology and know-how uniquely in the possession of Reliatus and/or any of the Reliatus Parties.

c. *Restrictions Regarding Reliatus Intellectual Property.* Neither the Customer, nor any affiliate, parent, subsidiary, principal, officer, director, employee, agent, representative, predecessor, successor, assign (including without limitation the Customer’s Authorized End Users, and each of them), legal or financial advisor, contractor or consultant of the Customer, in any event excluding Reliatus, an applicable Reliatus Party or an applicable Reliatus Licensor (collectively, the “**Customer Parties**”, and each a “**Customer Party**”), may apply for a right in any Reliatus Intellectual Property, or use or utilize any Reliatus Intellectual Property for any purpose other than that provided under Section 4(c)(v) and Section 8(a), above, except upon the express written consent of an actually authorized representative of Reliatus in Reliatus’ sole and absolute discretion, whether or not any Reliatus Intellectual Property has been issued, registered, or in any other way afforded any rights by the United States Patent and Trademark Office, the United States Copyright Office, the World

Intellectual Property Organization or other similar administrative agency. To the extent the Customer or any Customer Party may claim any rights, direct, derivative or otherwise, related to any Reliatus Intellectual Property, the Customer hereby disclaims, and shall cause each Customer Party to disclaim, such rights; and the Customer hereby assigns, and shall cause each Customer Party to assign, such rights to Reliatus. The Customer agrees to execute, and in the alternative hereby grants to Reliatus power of attorney to execute and record in the Customer's stead, any and all documentation, including without limitation disclaimers and assignments of Reliatus Intellectual Property rights, as necessary to document publicly, legally, and officially the exclusive ownership of all Reliatus Intellectual Property by Reliatus, the applicable Reliatus Party, or the applicable Reliatus Licensor, as appropriate, and the Customer shall cause each Customer Party to do the same. Neither the Customer, nor any Customer Party, nor any third party, may market, utilize, reuse or redistribute any Reliatus Intellectual Property, except as authorized hereunder or except as approved in writing by an actually authorized representative of Reliatus. Except as expressly provided in Section 4(c)(v) and Section 8(a), above, no license or other right of any kind in any Reliatus Intellectual Property is granted or otherwise provided to the Customer, to any Customer Party or to any third-party in relation to these Terms or the Customer's purchase, payment for or acquisition of the Reliatus Services and Reliatus Materials, or any of them. Neither the Customer nor any Customer Party may frame or utilize any framing techniques to enclose any Reliatus Intellectual Property or Reliatus Confidential Information. Neither the Customer nor any Customer Party may use any metatags or other hidden text utilizing Reliatus Intellectual Property.

d. Restrictions Regarding Disclosure of Reliatus Confidential Information to Third Parties. The Customer shall, and shall cause each Customer Party to, hold Reliatus Confidential Information, whether delivered before or after the date hereof, in strict confidence and shall refrain from and cause each Customer Party to refrain from: (i) providing, copying, disclosing, divulging or otherwise making available any Reliatus Confidential Information to any other person or entity without the prior written consent of an actually authorized representative of Reliatus, in Reliatus' sole discretion; and (ii) removing or permitting to be removed from such Reliatus Confidential Information any notice indicating the confidential nature of, or Reliatus' proprietary right in and to any Reliatus Confidential Information. The Customer shall, and shall cause each Customer Party to, exercise at least the same degree of care and protection with respect to Reliatus Confidential Information that the Customer or such Customer Party, as applicable, would exercise with respect to the Customer's (or such Customer Party's) own confidential, sensitive, privileged and/or proprietary information, which in no event shall be less than the highest level of care for the industry. The Customer shall, and shall cause each Customer Party to, take all precautions necessary to ensure that Reliatus Confidential Information shall not be, or permitted to be, shown, copied or disclosed to other parties, except as expressly provided in this Section 8. In the event of written consent to disclose Reliatus Confidential Information to any other party, including without limitation the Customer's Authorized End Users, the Customer shall, and shall cause each Customer Party to, advise that other party of his/her/its obligations with respect to such Reliatus Confidential Information, and have that party acknowledge in writing that the terms and conditions of this Section 8 may be directly enforced by Reliatus against him/her/it as a condition to such disclosure. The Customer or the Customer Party, as applicable, shall provide an original of such written acknowledgment to Reliatus, if so requested by Reliatus. In any event, the Customer or such Customer Party, as applicable, shall disclose Reliatus Confidential Information to the other only as

necessary for the purposes authorized in writing by an actually authorized representative of Reliatus. In addition, the Customer or such Customer Party, as applicable, shall ensure that confidentiality notices are included on copies of Reliatus Confidential Information so provided and shall account for the return or destruction of such Reliatus Confidential Information and all reproductions thereof, if so requested by Reliatus. Reliatus hereby consents to the disclosure of Reliatus Confidential Information by the Customer to any Customer Party solely for the purposes set forth in Section 4(c)(v) and Section 8(a), above, subject to the remaining requirements of this Section 8.

e. Exception for Customer Content. Any proprietary Customer Content that is collected or generated through use or utilization of the Site(s), Site Features, Site Content, Candidate Account or Employer Account, as the case may be, and Reliatus Services, or any of them, shall be deemed confidential information of the Customer, which the Customer may freely use and disclose as the Customer sees fit. The Customer shall be solely responsible for the accuracy, quality, integrity, reliability, appropriateness, legality and intellectual property ownership or right to use all of the Customer Content, and the Customer shall have indemnity obligations to Reliatus therefor and in relation thereto as provided in Section 12, below. The Customer represents and warrants the following: (i) the Customer has the appropriate authority, license or other rights to use and disclose all such Customer Content and to provide such Customer Content as contemplated in these Terms; (ii) the Customer has and will maintain all rights, consents and approvals required to grant to Reliatus the rights to access, use, adapt, display and modify Customer Content in accordance with this Section 8(e) and will upon Reliatus' request provide proof of the same; and (iii) the Customer shall not knowingly infringe upon the intellectual or other proprietary rights of any third party. The Customer hereby grants to Reliatus a nonexclusive, irrevocable, transferable, perpetual, worldwide, royalty-free and fully paid-up license to access, use, adapt, display and modify any and all Customer Content that is collected or generated through use and utilization of the Site(s), Reliatus Services and Reliatus Materials, or any of them, for any legal purpose, including without limitation to provide Reliatus Services and Reliatus Materials and perform Reliatus' other obligations under these Terms, to enforce these Terms, to analyze, transfer and use such Customer Content in an aggregated form, from which all personally identifiable information has been removed, for purposes of benchmarking system performance, preparing statistics, system metrics and other purposes, and to market the Site(s), Reliatus Services and Reliatus Materials and Reliatus' other programs, subscription features, products, materials and services, as well as the right to sublicense such rights to any holding provider and other third parties as necessary for Reliatus to do so or as may be reasonably necessary or appropriate in connection with the operation, maintenance, repair, updating, development, improvement or other activities of and through the Site(s), marketing, manufacturing, distribution and sales of programs, subscription features, products, materials and services and performance of functions and endeavors by Reliatus. In addition, in certain circumstances (for example, if the Customer wishes to purchase any Reliatus Services or Reliatus Materials on credit), the Customer hereby authorizes Reliatus to pass Customer Content on to credit reference agencies, which agencies are bound by the Data Protection Act of 1998 and are expected to use and hold Customer Content accordingly.

f. Ownership of Reliatus Confidential Information. Subject to the licenses set forth in Section 4(c)(v) and Section 8(a), above, all Reliatus Confidential Information, including without limitation reproductions thereof, shall be deemed to be and remain the exclusive property of all

Reliatus (or the applicable Reliatus Party or Reliatus Licensor, as appropriate), and no ownership rights of any kind in and to any all Reliatus Confidential Information are transferred hereby, hereunder or in connection herewith to the Customer, any Customer Party or any third party. The Customer acknowledges that the Customer does not acquire any such ownership rights by accessing and utilizing copyrighted material or otherwise using the Site(s), Reliatus Services and Reliatus Materials, or any of them. All rights are reserved.

g. *Other Exceptions to Confidentiality.* The foregoing obligations of confidentiality shall not apply to any Reliatus Confidential Information, which: (i) is or becomes available to the public through no act or omission of the Customer, any Customer Party or any party in violation of the terms and conditions of this Section 8 or any other confidentiality or non-disclosure agreement; (ii) was already known by the Customer at the time of the disclosure by Reliatus, as evidenced by the Customer's written records existing prior to the date of Reliatus' disclosure; (iii) is lawfully obtained from a person or entity other than Reliatus or the Customer without any obligation of confidentiality or non-disclosure; (iv) is approved for release by Reliatus' written authorization, but only to the extent of such authorization and subject to the further requirements set forth in Section 8(d), above; (v) is required by law or regulation to be disclosed to any person, but only: (A) to the extent and for the purposes of such required disclosure and (B) after first giving Reliatus reasonable notice of such required disclosure and reasonable opportunity to contest such required disclosure; (vi) is disclosed in response to a valid order of a court or other governmental body or any political subdivisions thereof, but only to the extent of and for the purposes of such order, and only if the Customer first promptly notifies Reliatus of the order and permits Reliatus to seek an appropriate protective order; or (vii) is developed independently by or for the Customer by personnel not having access to any Reliatus Confidential Information.

h. *Reverse Engineering / Independent Development.* Notwithstanding any other provision of this Section 8 or these Terms, the Customer shall not (and the Customer shall not use any third party to), and the Customer shall cause each Customer Party not to (and not to use any third party to) reverse engineer, decompile, disassemble, or otherwise attempt to discern the design, structure, internal workings, or other technology incorporated in any Reliatus Confidential Information.

i. *Restrictive Covenant.* In consideration of any Reliatus Confidential Information, which the Customer or any Customer Party will receive or have access to, in connection with the Site(s), Reliatus Services, Reliatus Materials and Reliatus Proprietary Items, the Customer shall not, and the Customer shall cause each Customer Party not to, use or utilize any Reliatus Confidential Information to: (i) directly or indirectly sell to, solicit or divert, or attempt to sell to, solicit or divert any customer, client or business affiliate of Reliatus for the purpose of or with the result of (A) competing with Reliatus with respect to the Site(s), Site Features, Site Content, Reliatus Services, Reliatus Materials and Reliatus Proprietary Items, or any of them, or any similar programs, products, subscription features, services or endeavors, (B) altering, modifying, diverting or precluding the development of any Reliatus business relationship involving the Site(s), Site Features, Site Content, Reliatus Services, Reliatus Materials and Reliatus Proprietary Items, or any of them, or any similar programs, products, subscription features, services or endeavors, or (C) otherwise interfering with business transacted with Reliatus with respect to the Site(s), Site Features, Site Content, Reliatus

Services, Reliatus Materials and Reliatus Proprietary Items, or any of them, or any similar programs, products, subscription features, services or endeavors; or (ii) directly or indirectly solicit or attempt to solicit, encourage, induce or entice Reliatus' employees, contractors, suppliers or consultants to terminate or modify their employment, engagement or business relationship with Reliatus with respect to the Site(s), Site Features, Site Content, Reliatus Services, Reliatus Materials and Reliatus Proprietary Items, or any of them, or any similar programs, products, subscription features, services or endeavors.

j. *Obligation to Notify and Assist.* The Customer agrees to immediately notify Reliatus of any unauthorized use or disclosure of any Reliatus Confidential Information related to the Customer's or any Customer Party's possession of such Reliatus Confidential Information or any other breach of this Section 8 and these Terms, and the Customer agrees to cooperate in every reasonable way to help Reliatus regain possession of any misused or mis-disclosed Reliatus Confidential Information and prevent (or limit to the extent possible) its further unauthorized use or disclosure.

k. *No Warranty.* Except as clearly and expressly provided in this Section 8(k) and in Section 9, below, all Reliatus Confidential Information is provided "as-is, where-is". Reliatus makes no warranty, express or implied, regarding the timeliness, accuracy, performance or completeness of any Reliatus Confidential Information, except to the extent Reliatus actually knows of or actually discovers any inaccuracies, errors or omissions in such information, in which event Reliatus hereby warrants that it will promptly either correct or complete such information or report comprehensively and fully all inaccuracies, errors and omissions in such information.

l. *Injunctive Relief.* The Customer recognizes and agrees that a breach of any of the provisions of this Section 8, or of Section 11, below, will constitute immediate and irreparable harm to Reliatus' valuable business relations, for which damages cannot be readily calculated and for which damages and other remedies at law constitute an inadequate remedy. In the event that the Customer or any Customer Party attempts or threatens to violate any obligations under this Section 8, or under Section 11, below, Reliatus shall have, in addition to any other remedies available to it, the right to injunctive relief enjoining any further breaches by the Customer or such Customer Party, as the case may be, and notwithstanding the provisions of Section 14 and Section 15, below, Reliatus shall be entitled to seek such relief in any court of competent jurisdiction in Maricopa County, Arizona, without the need to prove damages. The Customer hereby consents to the personal jurisdiction of such courts for such purpose and agrees that in the event such relief is granted, the Customer shall also pay Reliatus' reasonable attorney's fees in connection with the same.

9. Limited Warranty and Disclaimers.

a. *Limited Warranty – Site(s).* Reliatus warrants that, during the term of the Agreement, Reliatus will use reasonable efforts to operate and maintain, or cause one or more Reliatus Subs to operate and maintain, the Site(s) in good working order to the extent reasonably practicable, and all information provided directly by Reliatus or the Reliatus Subs through the Site(s) will be accurate to the best of Reliatus' actual knowledge.

b. *Limited Warranty – Reliatus Services and Reliatus Materials.* RELIATUS WILL ENDEAVOR REASONABLY TO PROVIDE AND MAKE AVAILABLE THE RELIATUS SERVICES AND RELIATUS MATERIALS WITH REASONABLE SKILL AND CARE AND IN ACCORDANCE WITH INDUSTRY STANDARD PRACTICE. OTHERWISE, THE RELIATUS SERVICES AND RELIATUS MATERIALS, AND EACH OF THEM, MIGHT BUT ARE NOT OTHERWISE REQUIRED TO BE SUBJECT TO CERTAIN LIMITED WARRANTIES SOLELY AS SET FORTH IN THE CORRESPONDING ORDER. TO THE EXTENT ANY SUCH WARRANTY HAS BEEN PROVIDED BY A THIRD PARTY TO RELIATUS OR FOR THE BENEFIT OF THE CUSTOMER, THEN UPON RELIATUS' ACCEPTANCE AND CONFIRMATION OF AN ORDER, RELIATUS ASSIGNS SUCH LIMITED WARRANTIES TO THE CUSTOMER AS APPLICABLE TO SAID CUSTOMER AND THE CORRESPONDING RELIATUS SERVICES AND RELIATUS MATERIALS, IN ACCORDANCE WITH AND AS SET FORTH IN THESE TERMS AND ANY APPLICABLE ORDER. THE CUSTOMER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT IF ANY EVENTS OR CIRCUMSTANCES GIVE RISE TO ANY CLAIMS IN RELATION TO ANY SUCH LIMITED WARRANTIES FROM ANY THIRD PARTY, THE CUSTOMER'S SOLE RECOURSE SHALL BE AGAINST THE THIRD PARTY PROVIDING SUCH WARRANTIES, WITH THE CUSTOMER BEING AN ASSIGNEE OF RELIATUS TO THE EXTENT NOT PROHIBITED UNDER THE APPLICABLE AGREEMENT BETWEEN RELIATUS AND SUCH THIRD PARTY, AND THAT IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL RELIATUS BE HELD LIABLE OR RESPONSIBLE FOR ANY SUCH WARRANTIES. RELIATUS' RESPONSIBILITY AND LIABILITY SHALL BE LIMITED TO THE REQUIREMENTS EXPRESSLY SET FORTH IN THESE TERMS AND THE APPLICABLE ORDER.

c. *Exceptions to Limited Warranties.* Notwithstanding any other provision of these Terms or any Order, the foregoing warranties and any warranties provided under an Order shall not apply to the following: (i) any errors or problems caused by any breach of any obligations of the Customer or any of the Customer's Authorized End Users under these Terms; (ii) any application, modification of the Site(s), Site Features, Site Content, Reliatus Services and Reliatus Materials, or any of them, in any way other than as expressly provided in these Terms; (iii) any improper use of the Site(s), Site Features, Site Content, Reliatus Services and Reliatus Materials, or any of them; (iv) any use of the Site(s), Site Features, Site Content, Reliatus Services and Reliatus Materials, or any of them, except as expressly provided for in these Terms and the accepted and confirmed Orders; (v) any errors or problems in Customer data, including without limitation Customer Content, impacting the Site(s), Site Features, Site Content, Reliatus Services and Reliatus Materials, or any of them, or performance or effectiveness thereof; (vi) any failure by the Customer or any of the Customer's Authorized End Users to maintain and provide any necessary operating environment or equipment in which the Customer and/or any such Authorized End Users use, access, apply or utilize the Site(s), Site Features, Site Content, Reliatus Services and Reliatus Materials, or any of them, including without limitation any ISP equipment failure, host equipment failure, communications network failure or power failure or outage; (vii) any errors caused by third-party software or hardware (other than that originated by a Reliatus Sub, for which Reliatus assigns any warranties provided by the Reliatus Sub in connection therewith as the Customer's sole and exclusive remedy, and for which the Customer's sole recourse shall be against such Reliatus Sub and not in any event or under any

circumstance against Reliatus) or the configuration of such items as they relate to such access, utilization or application; (viii) any interruptions in access to the Site(s) or other downtime attributable to any Internet provider of the Customer or any of the Customer's Authorized End Users; or (ix) any matters for which the Customer is expressly declared to be responsible and liable, or for which Reliatus is expressly declared not to be responsible or liable, under these Terms or any Reliatus Policy incorporated herein and integrated herewith by reference, including without limitation Reliatus' Disclaimer Policy.

d. *Warranty Disclaimers.* NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8(k), SECTION 9(a) AND SECTION 9(b), ABOVE, AND SUBJECT TO SECTION 9(c), ABOVE, RELIATUS DOES NOT MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SITE(S), SITE FEATURES, SITE CONTENT, RELIATUS SERVICES AND RELIATUS MATERIALS, OR ANY OF THEM, OR ANY OTHER SERVICES, MATERIALS, PROGRAMS, SUBSCRIPTION FEATURES, PRODUCTS OR DATA PROVIDED BY OR THROUGH RELIATUS. THE LIMITED WARRANTIES SET FORTH HEREIN IN SECTION 8(k), SECTION 9(a) AND SECTION 9(b) ARE EXCLUSIVE AND IN LIEU OF, AND THE CUSTOMER HEREBY DISCLAIMS AND WAIVES, ALL OTHER REPRESENTATIONS AND WARRANTIES OF RELIATUS AND ALL RELIATUS PARTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS OR ANY RIGHTS OF THE CUSTOMER. THE SITE(S), SITE FEATURES, SITE CONTENT, RELIATUS SERVICES AND RELIATUS MATERIALS, AND EACH OF THEM, AND ALL OTHER SERVICES, MATERIALS, PROGRAMS, SUBSCRIPTION FEATURES, PRODUCTS AND DATA PROVIDED BY OR THROUGH RELIATUS ARE OTHERWISE DONE SO BY AND THROUGH RELIATUS AND TO AND FOR THE CUSTOMER STRICTLY ON AN "AS IS, AS AVAILABLE, WHERE IS" BASIS. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY WARRANTED BY RELIATUS IN SECTION 8(k), SECTION 9(a) AND SECTION 9(b), ABOVE, AND SUBJECT TO SECTION 9(c), ABOVE, RELIATUS AND ITS LICENSORS DO NOT WARRANT THAT THE SITE(S), SITE FEATURES, SITE CONTENT, RELIATUS SERVICES AND RELIATUS MATERIALS, OR ANY OF THEM, OR ANY OTHER MATERIALS OR ITEMS OBTAINED BY THE CUSTOMER OR ANY OF THE CUSTOMER'S AUTHORIZED END USERS AT OR THROUGH THE SITE(S), SITE FEATURES, SITE CONTENT, RELIATUS SERVICES AND RELIATUS MATERIALS, OR ANY OF THEM, OR ANY OTHER SERVICES, MATERIALS, PROGRAMS, SUBSCRIPTION FEATURES, PRODUCTS OR DATA PROVIDED BY OR THROUGH RELIATUS, OR ANY USE OR OPERATION THEREOF: (i) WILL MEET THE REQUIREMENTS OR EXPECTATIONS OF THE CUSTOMER OR ANY AUTHORIZED END USERS; (ii) WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (iii) WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, EQUIPMENT OR DATA; (iv) WILL OPERATE IN THE COMBINATIONS THAT THE CUSTOMER OR ANY AUTHORIZED END USERS MAY SELECT FOR USE, OR THAT ALL ERRORS THEREIN WILL BE CORRECTED; (v) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (vi) WILL GENERATE DATA OR OTHER RESULTS THAT ARE COMPLETE OR USEFUL FOR THE CUSTOMER'S

PURPOSES. IT IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CUSTOMER TO EVALUATE THE COMPLETENESS OR USEFULNESS OF ALL SITE FEATURES, SITE CONTENT, RELIATUS SERVICES AND RELIATUS MATERIALS, AND ALL DATA GENERATED BY OR THROUGH THE USE OF THE SITE(S) FOR THE CUSTOMER'S PURPOSES. THE CUSTOMER AGREES THAT NO INCONSISTENT STATEMENT MADE BY A REPRESENTATIVE OR OTHER EMPLOYEE OR AGENT OF RELIATUS OR ANY RELIATUS SUB WITH RESPECT TO A REPRESENTATION, WARRANTY OR OTHER PROVISION OF THESE TERMS OR WITH RESPECT TO THE SITE(S), SITE FEATURES, SITE CONTENT, RELIATUS SERVICES AND RELIATUS MATERIALS, OR ANY OF THEM, OR ANY OTHER SERVICES, MATERIALS, PROGRAMS, SUBSCRIPTION FEATURES, PRODUCTS OR DATA PROVIDED BY OR THROUGH RELIATUS, SHALL SUPERCEDE THESE TERMS, AND SPECIFICALLY THE DISCLAIMERS PROVIDED IN THIS SECTION 9(d), WHICH SHALL GOVERN AND TAKE PRECEDENCE IN THE EVENT OF ANY CONFLICT, AMBIGUITY OR QUESTION OF INTERPRETATION. THE CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT RELIATUS EXERCISES NO CONTROL OVER, AND ACCEPTS NO RESPONSIBILITY FOR, THE CUSTOMER'S COMPLIANCE WITH ANY APPLICABLE LAW OR SUCH COMPLIANCE BY THOSE AUTHORIZED BY THE CUSTOMER TO USE OR UTILIZE THE SITE(S), SITE FEATURES, SITE CONTENT, RELIATUS SERVICES AND RELIATUS MATERIALS, OR ANY OF THEM.

10. Limitation of Liability.

a. Limitations and Exclusions. IN NO EVENT SHALL RELIATUS BE LIABLE TO THE CUSTOMER, ANY AUTHORIZED END USER, OR ANY OTHER PARTY FOR LOST PROFITS, LOST BUSINESS, LOST DATA, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION OR LOSS OF PRODUCTION) FOR ANY CLAIM IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH OR IN ANY MANNER RELATED TO THESE TERMS, THE SITE(S), SITE FEATURES, SITE CONTENT, RELIATUS SERVICES AND RELIATUS MATERIALS, OR ANY OF THEM, WHETHER BASED ON CONTRACT (INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY) OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT WHERE RELIATUS' ACTS AND OMISSIONS HAVE CONSTITUTED RECKLESSNESS, WILLFUL MISCONDUCT OR INTENTIONAL WRONGDOING. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS OR ANY ACCEPTED AND CONFIRMED ORDERS, IN NO EVENT SHALL RELIATUS BE RESPONSIBLE OR LIABLE FOR (i) ANY CORRUPTION, DAMAGE, LOSS OR MISTRANSMISSION OF DATA; (ii) THE SECURITY OF DATA DURING TRANSMISSION VIA ANY INTERNAL NETWORKS OR EQUIPMENT OF THE CUSTOMER OR ANY OF THE AUTHORIZED END USERS OR VIA PUBLIC TELECOMMUNICATIONS MEDIA OR FACILITIES; (iii) HARDWARE, SOFTWARE, OR OTHER ITEMS OWNED BY THE CUSTOMER OR ANY AUTHORIZED END USERS OR THAT ARE THE PROPERTY OF A THIRD PARTY THAT IS NOT A RELIATUS SUB; OR (iv) ANY OTHER MATTERS OR ITEMS FOR WHICH THE CUSTOMER IS EXPRESSLY MADE RESPONSIBLE, OR FOR WHICH RELIATUS IS EXPRESSLY DECLARED NOT TO BE RESPONSIBLE, UNDER

THESE TERMS. THE CUSTOMER IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR DETERMINING WHETHER THE SITE(S), SITE FEATURES, SITE CONTENT, RELIATUS SERVICES AND RELIATUS MATERIALS, AND EACH OF THEM, ARE SUITABLE FOR THE INTENDED USES OF THE CUSTOMER AND THE CUSTOMER'S AUTHORIZED END USERS. THE CUSTOMER UNDERSTANDS THAT USEAGE OF THE SITE(S) MAY NOT BE UNINTERRUPTED AND ERROR-FREE. IF THE CUSTOMER OR ANY OF THE AUTHORIZED END USERS IS A CALIFORNIA RESIDENT, THEN BY ACCEPTING THESE TERMS THE CUSTOMER IS WAIVING CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR".

b. *Maximum Aggregate Liability.* EXCEPT WHERE RELIATUS' ACTS AND OMISSIONS HAVE CONSTITUTED RECKLESSNESS, WILLFUL MISCONDUCT OR INTENTIONAL WRONGDOING, THE TOTAL AGGREGATE LIABILITY OF RELIATUS UNDER OR IN RELATION TO THESE TERMS, AND THE SITE(S), SITE FEATURES, SITE CONTENT, RELIATUS SERVICES AND RELIATUS MATERIALS, AND OTHER SERVICES, MATERIALS, PROGRAMS, SUBSCRIPTION FEATURES, PRODUCTS AND DATA PROVIDED BY OR THROUGH RELIATUS, OR ANY OTHER MATTER COVERED BY THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER ARISING OUT OF BREACH OF CONTRACT (INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY) OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), SHALL IN NO EVENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO DATE BY THE CUSTOMER UNDER AND IN RELATION TO THESE TERMS AND THE APPLICABLE ORDER(S), EACH AS THEY RELATE SOLELY TO THE SITE FEATURES, SITE CONTENT, RELIATUS SERVICES AND RELIATUS MATERIALS, AND OTHER SERVICES, MATERIALS, PROGRAMS, SUBSCRIPTION FEATURES, PRODUCTS AND DATA PROVIDED BY OR THROUGH RELIATUS, AT ISSUE. THE LIMITATIONS OF LIABILITY UNDER THIS SECTION 10 SHALL APPLY IN ALL EVENTS AND UNDER ALL CIRCUMSTANCES, WITH THE ONLY EXCEPTION BEING TO THE EXTENT SUCH LIABILITY CANNOT BE SO LIMITED OR EXCLUDED BY APPLICABLE LAW. IN JURISDICTIONS WHERE ANY SUCH LIMITATIONS ARE PROHIBITED, THOSE THAT ARE NOT PROHIBITED SHALL REMAIN IN FULL FORCE AND EFFECT, AND THE MAXIMUM DAMAGES AND TOTAL AGGREGATE LIABILITY OF RELIATUS SHALL NOT EXCEED THE STATUTORY LIMIT.

c. *Acknowledgment.* The Customer and Reliatus acknowledge that they have reached agreement on base compensation and other charges set forth in these Terms in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in these Terms and that the same form an essential basis of the bargain between the Customer and Reliatus. Section 9 and Section 10 of these Terms allocate the risks under these Terms between Reliatus, on one hand, and the Customer, on the other, and are viewed by such parties as an integral part of the business arrangement between them. The pricing and other terms and conditions of these Terms reflect this allocation of risk and the limitations specified herein. Each of the Customer and Reliatus has a duty

to mitigate the damages and losses that would otherwise be recoverable from the other pursuant to these Terms (including under any indemnity) by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or losses.

11. Mutual Restrictive Covenants

a. Mutual Non-Solicitation. Each of the Customer and Reliatus agrees that while these Terms remain in effect and for a period of five (5) years following such expiration of these Terms or termination of the Customer's Candidate Account or Employer Account, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, such party shall not, and shall cause each Affiliate of such party not to: (i) solicit individuals who are current or prospective customers or clients of the other party, or any Affiliate of the other party engaged in a business that directly competes with the business engaged in by the other party or such Affiliate of the other party as of the Effective Date of these Terms or while these Terms remain in effect, or with the Reliatus Services or any listing or matching services similar to the Reliatus Services; (ii) directly or indirectly induce or attempt to induce any employee of the other party or any Affiliate of the other party to leave the employ of the other party or such Affiliate of the other party, or in any way interfere with the relationship between the other party or any Affiliate of the other party and any employees thereof; or (iii) induce or attempt to induce any candidate, provider, practitioner, behavioral health technician, developmental professional, customer, client, employer, vendor, contractor, consultant, supplier, licensee or other business relation of the other party or any Affiliate of the other party to cease doing business with, or modify its business relationship with, the other party or any Affiliate of the other party, or in any way interfere with or hinder the relationship between any candidate, provider, practitioner, behavioral health technician, developmental professional, customer, client, employer, vendor, contractor, consultant, supplier, licensee or other business relation and the other party or any Affiliate of the other party.

b. Mutual Non-Circumvention. While these Terms remain in effect, each of the Customer and Reliatus hereby legally, wholly and irrevocably binds itself, and shall cause each Affiliate thereof to do the same, and guarantees to the other party that neither such party nor any related Affiliate of such party shall directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, bypass or obviate the other party's interest, or the interest or relation between such other party and any third party, by any means. Such agreement not to circumvent shall at all relevant times include without limitation the duty and obligation to refrain from any and all actions, transactions, undertakings or efforts by such party or Affiliate thereof, or by any person or entity acting or purporting to act for or on behalf of such party or Affiliate thereof, to bypass the other party in order to contract or do business directly with any business relation, including without limitation any candidate, provider, practitioner, behavioral health technician, developmental professional, customer, client, employer, vendor, contractor, consultant, supplier, licensee or other business relation, of the other party with respect to any business, transactions, undertakings or other matters in which the other party acts and serves, or is at any time while these Terms remain in effect intended to act and serve, as an intermediary, conduit or liaison between any two parties, including without limitation the Reliatus Services and the listing of Candidates or Employers, as the case may be, for Subject Positions with the Customer as to Reliatus, all such efforts being categorically prohibited under this Section 11(b).

12. Indemnity. Subject to the limitations set forth in Section 9 and Section 10, above, the Customer shall indemnify, defend, protect and hold Reliatus and each of the Reliatus Parties harmless from and against any and all actions, causes of action, demands, liabilities, losses, damages, injuries, costs, or expenses, of whatever kind in nature, including attorney's fees and reasonable expenses incurred in connection with these Terms, to the extent arising or resulting from, caused by or pertaining to: (a) the Customer's breach or violation of any duties, obligations or responsibilities under these Terms or under any Order or Reliatus Policies, or any failures by v to perform as required (t)hereunder; (b) the negligence, willful misconduct or otherwise wrongful conduct of the Customer, any Customer Party, or any third party for whom the Customer is legally responsible, in relation to these Terms and the Site(s), the Reliatus Services and the Reliatus Materials and the Customer's order, purchase, payment for and acquisition of the same, or any of them; and (c) any receipt, use or utilization of the Reliatus Services and Reliatus Materials, or any of them; each except to the extent the damage or liability is caused by: (A) Reliatus' breach or violation of any duties, obligations or responsibilities under these Terms; or (B) Reliatus' negligence, willful misconduct or otherwise wrongful conduct. The Parties agree to notify each other immediately upon the making of any claim or institution of litigation or dispute resolution proceedings giving rise to any obligation of indemnity under these Terms. Notwithstanding the provisions of this Section 12, no claim or litigation which is based in whole or in part upon allegations arising from activities undertaken pursuant to these Terms shall be settled by the Customer without the advance written approval of Reliatus, which approval shall not unreasonably withheld or delayed.

13. Termination. Reliatus or the Customer may terminate the Customer's Candidate Account or Employer Account, as the case may be, and any pending Orders for cause upon written notice if the other breaches or defaults in any of his/her/its material obligations, duties or responsibilities under these Terms or any applicable Order, and such breach is not cured within thirty (30) calendar days following receipt of written notice thereof, or in the event such breach cannot reasonably be cured within such time period, such cure is not commenced within such thirty (30) calendar day period and diligently continued to completion. Otherwise, either Reliatus or the Customer may terminate the Customer's Candidate Account or Employer Account, as the case may be, and any pending Orders for convenience upon advance written notice of at least ninety (90) days. In the event the Customer's Candidate Account or Employer Account and any pending Orders are terminated, the Customer shall provide payment for all Reliatus Services and Reliatus Materials provided by Reliatus as of the date of the termination, which may include the remainder of the then-current monthly billing cycle for any applicable subscriptions. Otherwise, any pending Orders or payments on the Customer's Candidate Account or Employer Account, as the case may be, will be cancelled, and provision and availability of the corresponding Reliatus Services and Reliatus Materials will not commence. Upon such termination, the Customer's and each of the Authorized End Users' access to the Customer's Candidate Account or Employer Account, as the case may be, and to the Reliatus Services and Reliatus Materials, shall be terminated immediately, subject to the requirements of Section 4(c)(iii), above, and the Customer and each of the Customer's Authorized End Users shall thereupon have no further ability to access or use such Candidate Account or Employer Account or order further Reliatus Services or Reliatus Materials without setting up a new Candidate Account or Employer Account, as applicable. Upon such termination, all Customer data,

including the Customer Content, stored within the Site(s) shall be preserved for a limited time and transferred as set forth in Section 4(c)(iii), above.

14. Applicable Law. All claims and disputes related to these Terms, the Reliatus Services and the Reliatus Materials, and the transactions contemplated hereunder, shall be settled in accordance with the Dispute Resolution provisions set forth in Section 15 of these Terms. Interpretation and performance of these Terms shall be in accordance with and pursuant to the substantive laws of the State of Arizona, without regard to principles of conflicts of laws.

15. Dispute Resolution. Any dispute, controversy or claim that may arise under or in relation to these Terms, or any Orders, or any Reliatus Policies, or any other documents or terms incorporated herein or integrated herewith by reference, or any interpretation or enforcement of these (t)hereof, or any transactions contemplated (t)hereunder, or any of the Reliatus Services and Reliatus Materials, or any other matters contemplated under these Terms (each, a “**Dispute**”, and collectively, “**Disputes**”) shall be submitted to a mediator located in the Phoenix, Arizona metropolitan area prior to any arbitration or other action. The mediator’s fees and expenses shall be shared equally by the parties, who agree to exercise their best efforts in good faith to resolve all disputes in mediation. Mediation begins on the date one party sends written notice to the other requesting mediation and presenting in the notice the matter to be mediated. The mediation shall conclude when all parties thereto sign an agreement that resolves the subject of the mediation. If no agreement is reached within sixty (60) calendar days after the date of the original written notice, the mediation is considered unsuccessful. In the event any Dispute cannot be settled by the parties informally or through mediation, the Dispute shall be submitted to binding arbitration before a mutually agreeable arbitrator in the Phoenix, Arizona metropolitan area. In the event the parties cannot agree on an arbitrator, the presiding judge of the Superior Court of Maricopa County, Arizona, shall decide who the arbitrator shall be. The arbitrator shall have the discretion to enter any award permissible under applicable law, and such award shall be enforceable exclusively in a state or federal court of competent jurisdiction in Maricopa County, Arizona. The Customer hereby consents to the personal jurisdiction of such courts located in Maricopa County, Arizona, for such purpose. THE CUSTOMER ALSO HEREBY WAIVES RIGHT TO A JURY TRIAL. Should any arbitration or other legal proceeding concerning any provision of these Terms or the rights and duties of any person or entity in relation hereto be commenced among the parties, or should any party institute any proceeding in a bankruptcy or similar court which has jurisdiction over any party or any or all of such other party’s property, the party or parties prevailing in such arbitration or proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for their attorney’s fees and court costs in such arbitration or proceeding which fees and costs shall be determined by the arbitrator or court, as the case may be, in such proceeding or in a separate action brought for that purpose.

16. Miscellaneous Provisions.

a. Assignment. None of the Customer’s rights, obligations or claims under or with respect to these Terms or the Reliatus Services and Reliatus Materials may be assigned, in whole or in part, by such the Customer without the prior written consent of Reliatus, which consent shall not be unreasonably withheld, conditioned or delayed. Reliatus may freely assign its rights, obligations

or claims under or with respect to these Terms or any of the Site(s), Site Features, Site Content, Reliatus Services and Reliatus Materials to any Affiliate of Reliatus or to any third party purchasing or otherwise acquiring all or substantially all of the assets or equity securities of Reliatus.

b. *Invalid Provisions / Severability.* If any provision of these Terms is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; these Terms shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part (t)hereof; and the remaining provisions of these Terms shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or its severance from these Terms. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part hereof a provision as similar in terms, but in any event no more restrictive than, such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

c. *Inconsistency Among Terms.* Except as expressly otherwise provided in these Terms, where any provision or term, in whole or in part, of any contract documents related to these Terms conflicts with or is inconsistent with the express provisions of these Terms, then the provisions of these Terms shall control, and the provisions or terms of the related contract documents shall be deemed to be inapplicable and void.

d. *Entire Agreement.* These Terms, together with all accepted and confirmed Orders, all Reliatus Policies referenced herein, and all other documents, agreements and undertakings incorporated herein and integrated herewith by reference, represent the entire agreement between Reliatus and the Customer and modify and supersede any prior agreements executed by Reliatus and the Customer with respect to the subject matter hereof, including without limitation the Site(s), Reliatus Services and Reliatus Materials. There are no promises, terms, conditions, or obligations between the Customer and Reliatus other than those contained or otherwise referenced (t)herein.

e. *Modification.* Except as otherwise expressly provided in Section 3, above, these Terms may not be changed, modified, or amended without the written consent of an actually authorized representative of both Reliatus and the Customer.

f. *No Waiver.* Failure on the part of Reliatus to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by Reliatus of its rights hereunder. Any waiver by Reliatus of any default of another party shall not affect or impair any right arising from any other or subsequent default. Nothing herein shall limit Reliatus' remedies and rights under and pursuant to these Terms.

g. *Interpretation; Construction.* The headings set forth in these Terms are for convenience only and shall not be used in interpreting these Terms. They are not to be construed as a part of these Terms, and they in no way define, limit or amplify the provisions of these Terms. These Terms have been drafted by legal counsel representing Reliatus, but the Customer has had an opportunity to review these Terms and have it reviewed by legal counsel, if desired, and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of these Terms.

h. *Force Majeure.* Reliatus shall not under any circumstances be liable for any damages or penalty for any delay in performance of, or failure to perform, any obligation hereunder or for failure to give the Customer prior notice thereof when such delay or failure is due to the elements, acts of God, government regulation, political instability, acts of war, acts of terrorism, power outages, changes in law, strikes, internet disruption, disease, viruses, bacteria, epidemics, pandemics or health threats as declared by a government or health care agency, insurrections, attacks or politically destabilizing events or circumstances as declared by a government agency or authority, or other causes beyond Reliatus' control.

i. *Notices.* Any notice to be given under these Terms shall be in writing and shall be deemed to have been given when personally served, when mailed by certified or registered mail, or when submitted by verifiable electronic mail, addressed to the Customer's address and to Reliatus' address as designated on the most recent accepted and confirmed Order or as set forth in connection with the Customer's Candidate Account or Employer Account, as the case may be, to the attention of those designated therein. The addresses and/or contact points may be changed from time to time by either the Customer or Reliatus by serving notice as provided in this Section 16(j).

j. *Survival.* The respective rights and obligations of the parties under Section 4(c)(iii), Section 5, Section 6(c), Section 6(d), Section 8 through Section 12, and Section 14 through Section 15 of these Terms, as well as the expressly surviving provisions of Section 13 of these Terms, and the applicable provisions of the Reliatus Policies, shall survive the termination of the Candidate Account or Employer Account, as the case may be, and access by the Customer and the Customer's Authorized End Users to the Reliatus Services and Reliatus Materials.

BY CLICKING AGREEMENT AS PROVIDED AT THE SITE(S), THE CUSTOMER AND EACH OF THE CUSTOMER'S AUTHORIZED END USERS UNDERSTAND, ACKNOWLEDGE AND CONFIRM THAT THE CUSTOMER AND EACH SUCH AUTHORIZED END USER HAVE READ THESE TERMS TO COMPLETION, FULLY UNDERSTAND ALL PROVISIONS HEREIN, UNDERSTAND THAT THE CUSTOMER AND EACH SUCH AUTHORIZED END USER HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO THESE TERMS, AND ACCEPT AND AGREE TO BE BOUND BY THESE TERMS FREELY AND VOLUNTARILY, AND WITHOUT ANY UNDUE INFLUENCE. THE CUSTOMER AND EACH SUCH AUTHORIZED END USER ACKNOWLEDGE THAT SUCH PARTIES HAVE RECEIVED VALUABLE CONSIDERATION IN RELATION TO THEIR ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THESE TERMS, WHICH THE CUSTOMER AND EACH SUCH AUTHORIZED END USER UNDERSTAND TO BE A PREREQUISITE TO THEIR ABILITY TO ORDER, PURCHASE, RECEIVE AND UTILIZE ANY OF THE RELIATUS SERVICES AND RELIATUS MATERIALS, AND TO USE AND UTILIZE THE CORRESPONDING SITE FEATURES AND SITE CONTENT. FINALLY, THE CUSTOMER AND EACH SUCH AUTHORIZED END USER UNDERSTAND THAT THESE TERMS, TOGETHER WITH THE PROVISIONS AND CONDITIONS OF EACH CORRESPONDING ORDER, THE RELIATUS POLICIES AND ANY DOCUMENTS INCORPORATED (T)HEREIN AND INTEGRATED (T)HEREWITH BY REFERENCE, SHALL BE OF FULL FORCE AND EFFECT AS TO ANY AND ALL SUCH ACTIVITIES,

WITHOUT REGARD TO THE DATE OR TIMING OF ANY SUCH ACCESS, PARTICIPATION, PURCHASE, USE OR UTILIZATION. THE CUSTOMER CERTIFIES THAT THE CUSTOMER AND EACH OF THE CUSTOMER'S AUTHORIZED END USERS ARE AT LEAST 18 YEARS OF AGE AND OF SOUND MIND AND FULL LEGAL CAPACITY AND AUTHORITY TO ENTER INTO AND BE BOUND BY THESE TERMS, AND DO SO KNOWINGLY, VOLUNTARILY, WITH FULL KNOWLEDGE AND UNDERSTANDING OF ITS IMPLICATIONS AND WITHOUT ANY UNDUE INFLUENCE OF ANY KIND.

BY CLICKING AGREEMENT AS PROVIDED AT THE SITE(S), AND BY CONTINUING TO USE AND NAVIGATE THE SITE(S), PLACE ORDERS AND PARTICIPATE IN, RECEIVE, USE AND UTILIZE THE RELIATUS SERVICES AND RELIATUS MATERIALS, THE CUSTOMER HEREBY UNDERSTANDS, ACKNOWLEDGES AND CONFIRMS THAT AT ALL RELEVANT AND APPLICABLE TIMES, ALL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CUSTOMER PROVIDED IN THESE TERMS ARE ACCURATE AND COMPLETE, AND RELIATUS SHALL HAVE THE RIGHT TO RELY ON THE SAME IN FULL.