

MASTER TERMS AND CONDITIONS for PayScale MERLIN

By signing a PayScale, Inc. Order Form for the PayScale Merlin product (the “Order”), each customer (a “Customer”) of PayScale, Inc. agrees to these PayScale, Inc. Master Terms and Conditions (the “Terms and Conditions”), together with the Order collectively referred to as the “Agreement”. Any Order entered into by Customer is governed by these Terms and Conditions, and all services or products offered in connection with the Order are rendered exclusively on the basis of these Terms and Conditions; provided, however, that any terms agreed by the Customer and PayScale, Inc. in a writing (including additional agreements, amendments and modifications) take priority over these Terms and Conditions. By executing an Order, the Customer accepts these Terms and Conditions.

1. DEFINITIONS.

1.1 “Contractor” means an individual who (a) is directly and individually under contract with Customer and (b) has a need to use the System solely for the benefit of Customer internal salary survey and salary benchmarking purposes.

1.2 “Customer Data” means the Customer job, salary range, survey matching, and other related data supplied by Customer to PayScale under this Agreement or that Customer enters into the System.

1.3 “Documentation” means the user manuals and other documentation made available by PayScale to Customer for the Service and the System.

1.4 “Onboarding Services” means the loading of Third Party Survey Data and Customer Data and provision of other implementation and set up services for the System as listed and described in Schedule A.

1.5 “Order” or “Order Form” means the form ordering document for purchases under this Agreement, agreed to and executed by PayScale and Customer.

1.6 “PayScale Compensation Data” means the online, web-based compensation salary data made available by PayScale to customers who have purchased a subscription license to such data.

1.7 “Professional Services” means other services performed by PayScale which are not included in the System or Services.

1.8 “Services” means collectively, (a) Onboarding Services, (b) System Access, and (c) Technical Support services described in Schedule A attached hereto.

1.9 “Software” means PayScale’s proprietary software programs made available by PayScale via the internet to Customer as part of the System, including any modified, updated, or enhanced versions of such software that may become part of the Software.

1.10 “System” means PayScale’s cloud based software solution known as “Merlin” that allows Users to host, analyze, and report their organization’s compensation data that consists of the Software and databases containing Customer Data. System may also be referred to as “Subscription Service.”

1.11 “System Access” means access to the System pursuant to this Agreement as and described in Schedule A.

1.12 “Third Party Survey Data” means any compensation salary surveys that are purchased by Customer from third party survey publishers and loaded into the System per the terms of Schedule A.

1.13 “User” means any individual employee or Contractor of Customer for whom System Access is authorized by Customer.

2. SERVICES.

2.1 Provision of Services by PayScale. Subject to the terms and conditions of this Agreement, PayScale shall perform the Onboarding Services and provide Customer with System Access and other Services as described in the applicable Order.

2.2 Cooperation. Customer shall use reasonable commercial efforts to supply to PayScale the Customer Data and Third Party Survey Data along with access to personnel resources reasonably requested by PayScale that are necessary for PayScale to provide the Services set forth in the applicable Order. The parties shall reasonably

cooperate with each other to facilitate PayScale's provision of the Services for Customer. Customer will either provide to PayScale and/or instruct PayScale to use the Third Party Survey Data identified in the applicable Order.

2.3 Resources. Customer will access the System via the internet and therefore, Customer shall be responsible for, at its own expense, acquiring, installing and maintaining all connectivity equipment, internet and network connections, hardware, software and other equipment as may be necessary for its Users to connect to and obtain System Access.

3. CUSTOMER'S USE OF THE SYSTEM.

3.1 Rights. PayScale hereby grants Customer a license to access and use the System solely for Customer's internal business purposes and in accordance with the Documentation and the terms and conditions of this Agreement. Under the rights granted to Customer under this Agreement, Customer may permit Contractors to become Users in order to access and use the System in accordance with this Agreement; provided that Customer shall be liable for the acts and omissions of all Customer Users to the extent any of such acts or omissions, if performed by Customer, would constitute a breach of, or otherwise give rise to liability to Customer under, this Agreement. Customer shall not, and shall not permit any User to use the System, Software or Documentation except as expressly permitted under this Agreement.

3.2 Restrictions. Customer will not provide or permit use of or access to the System to any third party without the prior written approval of PayScale in each instance. Customer and its Contractors may not access the System if that entity or individual is a direct competitor of PayScale, except with PayScale's prior written consent. Customer and Contractors may not access the System for purposes of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes. In addition, Customer and Contractors may not: sell, resell, rent or lease the System; copy, frame or mirror any part or content of the System; or access the System in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the System.

4. PRICING; PAYMENT; TAXES.

4.1 Price. The fees for Services will be agreed upon and set forth in the applicable Order ("Fees") and Customer agrees to pay PayScale all such agreed upon Fees in accordance with the terms of this Agreement and the applicable Order. Fees do not include, and as between PayScale and Customer, Customer is responsible for payment of all taxes, fees, duties, and other governmental charges arising from the payment of any fees or any amounts owed to PayScale under this Agreement (excluding any taxes arising from PayScale's income or any employment taxes). Prices for any Services requested by Customer that are not set forth in an Order shall be charged as mutually agreed to by the parties in a writing executed by representatives of each party.

4.2 Payment. Unless the applicable Order provides otherwise, Customer will pay correctly invoiced Fees and expenses within 15 days after Customer's receipt of the applicable invoice for such Services. All payments will be made in United States dollars.

4.3 Purchase Orders. If Customer requires issuance of purchase orders, Customer shall promptly issue such purchase orders with respect to the Services purchased by Customer pursuant to the applicable Order. To the extent of any conflict or inconsistency between these Terms and Conditions, and Customer's purchase order, these Terms and Conditions and Customer's applicable Order will control.

5. TERM AND TERMINATION.

5.1 Term. The Agreement commences on the date Customer signs the Order and continues until the Order has expired or has been terminated (the "Term").

5.2 Effects of Termination. Upon expiration or termination of this Agreement for any reason: (a) any amounts owed to PayScale under an Order before such termination or expiration will be immediately due and payable, (b) all rights granted in this Agreement will immediately cease, (c) Customer must promptly discontinue all access and use of the System and return or destroy, all copies of the Documentation in Customer's possession or control and (d) PayScale will promptly destroy or erase all live Customer Data. Sections 1, 5.2, 6, 8, 9, 10, and 11 will survive termination of this Agreement for any reason.

6. PROPRIETARY RIGHTS.

6.1 Customer. As between the parties, Customer owns all right, title and interest in Customer Data and Third Party Survey Data that Customer has provided to PayScale under this Agreement and any reports produced by the

System with respect thereto, including all intellectual property rights therein. Any rights not expressly granted to PayScale hereunder are reserved by Customer, its licensors and suppliers.

6.2 Customer Data License Grant. Customer hereby grants to PayScale, a non-exclusive, non-transferable (except as permitted by Section 11.1), non-sublicensable license to use the Customer Data and Third Party Survey Data solely for the limited purpose of performing the Services for Customer under this Agreement, except as permitted by Section 6.4.

6.3 PayScale. The PayScale Compensation Data, the Aggregated Data, the Software, Documentation, Services, all proprietary technology utilized by PayScale to perform its obligations under this Agreement, and all intellectual property rights in and to the foregoing, are the exclusive property of PayScale, its licensors and suppliers. Any rights not expressly granted to Customer hereunder are reserved by PayScale, its licensors and suppliers. Customer's access and use of the System is non-exclusive.

6.4 Aggregated Data. PayScale may use Customer's general pay, job title, performance rating, and compensation influencer information from the Customer Data in PayScale's company database in the aggregate (the "Aggregated Data") for the purposes of summarizing similar data across all of its customers to develop another source of survey data (the "Survey Project"). All such Customer Data will be sanitized for privacy protection so that no Customer information or personally identifiable information can be obtained from the Aggregated Data. By signing an Order for the System, Customer hereby grants to PayScale, a non-exclusive, non-transferable (except as permitted by the Agreement), non-sublicensable license to use, copy, reproduce, modify, create derivative works of, add to, subtract from, incorporate into a collective work, sell, disclose, distribute and otherwise exploit the Aggregated Data in any form or medium now known or hereafter developed solely for the limited purpose of performance of the Survey Project and creation of the Aggregated Data. Customer further agrees that Customer's name may appear in a list of participating organizations for the applicable Survey Project or related reports in which PayScale customers contribute data to participate in the Survey Project and can also be used for purposes of marketing the Survey Project and the Aggregated Data.

7. WARRANTY; DISCLAIMERS.

7.1 System Access. During the Term, PayScale warrants that the System will perform materially in accordance with Schedule A and the Documentation. PayScale does not warrant that the System will be completely error-free or uninterrupted. In the event of System unavailability, PayScale will, at its own expense and as its sole obligation and Customer's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct or provide a workaround for any reproducible error in the System reported to PayScale by Customer in writing within 30 days after Customer experiences the error ("Error"). If, however, PayScale is unable to provide a correction or workaround for any such Error within 60 days after receiving notice of an Error from Customer, Customer's exclusive remedy will be to terminate the Agreement upon notice to PayScale and, as its sole obligation, PayScale shall refund to Customer the fees pre-paid by Customer for the remainder of the Term. The warranties set forth in this Section 7.1 do not cover or apply to (a) any Error caused by Customer or other parties within Customer's control, or (b) any Error or unavailability of the System caused by use of the System in any manner or in any environment inconsistent with its intended purpose.

7.2 Mutual Warranties. Each party represents and warrants that: (a) it has the full right, power and authority to enter into, execute, and perform its obligations under this Agreement; (b) it will not transmit to the other party any Malicious Code. "Malicious Code" means software viruses, worms, Trojan horses, time bombs, cancelbots or other harmful computer code, files, scripts, agents, programs or programming routines, and that (c) it shall comply with those laws and regulations applicable to such party.

7.3 Right to Customer Data and Third Party Survey Data. Customer represents and warrants that it has the right to use the Customer Data and Third Party Survey Data as contemplated by this Agreement, and/or direct PayScale to use the Customer Data and Third Party Survey Data as part of the Services provided to Customer under this Agreement. If Customer uploads into the System, or requests that PayScale upload into the System on Customer's behalf, any Customer Data or information that may be deemed personal information of any individual person under the laws of any applicable jurisdiction ("Personal Information"), Customer warrants that it has complied with all applicable laws with respect to the collection, transfer, and use of that Personal Information in connection with this Agreement and the Order, including without limitation proper disclosure and obtaining all required consents from each individual to transfer that Personal Information to servers associated with the Services located in the United States or elsewhere.

7.4 Right to PayScale Compensation Data. PayScale represents and warrants that it has the right to use the PayScale Compensation Data as contemplated by this Agreement.

7.5 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

8. INDEMNIFICATION.

8.1 Claims Against Customer. PayScale will defend, at its own expense, any claim, suit or action against Customer brought by a third party to the extent that such claim, suit or action is based upon an allegation that the use of the System (excluding Customer Data, PayScale Compensation Data and any Third Party Survey Data) infringes any intellectual property rights of such third party, (each, "Customer Claim"), and PayScale shall indemnify and hold the Customer harmless from and against those costs and damages agreed to in a monetary settlement of such Customer Claim (including reasonable attorney's fees). The foregoing obligations are conditioned on Customer: (a) promptly notifying PayScale in writing of such Customer Claim; (b) giving PayScale sole control of the defense thereof and any related settlement negotiations; and (c) reasonably cooperating and, at PayScale's request and expense, assisting in such defense. Notwithstanding the foregoing, PayScale will have no obligation under this Section 8.1 or otherwise with respect to any infringement claim based upon: (1) the Customer Data; (2) any use of the System in violation of this Agreement; or (3) any use of the System in combination with products, equipment, software, or data not supplied or approved by PayScale if such infringement would have been avoided without the combination with such other products, equipment, software or data. This Section 8.1 states PayScale's entire liability and Customer's sole and exclusive remedy for infringement claims or actions.

8.2 Claims Against PayScale. Customer will defend, at its own expense, any claim, suit or action against PayScale brought by a third party to the extent that such claim, suit or action is based upon Customer's or PayScale's use of any Customer Data or Third Party Survey Data in accordance with this Agreement ("PayScale Claim"), and Customer shall indemnify and hold PayScale harmless from and against those losses, liabilities, costs and expenses (including reasonable attorneys' fees and costs) attributable to such PayScale Claim or those costs and damages agreed to in a monetary settlement of such PayScale Claim. The foregoing obligations are conditioned on PayScale: (a) promptly notifying Customer in writing of such PayScale Claim; (b) giving Customer sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Customer's request and expense, assisting in such defense. Notwithstanding the foregoing, Customer will have no obligation under this Section 8.2 or otherwise with respect to any PayScale Claim to the extent based upon any use of the Customer Data or Third Party Survey Data by PayScale in violation of this Agreement.

9. LIMITATION OF LIABILITY.

9.1 Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SYSTEM, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO PAYSACLE UNDER THIS AGREEMENT, OR WITH RESPECT TO A SINGLE INCIDENT, THE LESSER OF \$500,000 OR THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO PAYSACLE UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.

9.2 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY PAYSACLE TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE

LIMITATIONS IN THIS SECTION 9 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

10. CONFIDENTIALITY.

10.1 Definition. “Confidential Information” means all information disclosed by one party (“Discloser”) to the other party (“Recipient”) relating to or disclosed in the course of the performance of this Agreement. Confidential Information includes information that is marked or identified as confidential and, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party, because of legends or other markings, the circumstances of disclosure or the nature of the information itself. The Software, System, Documentation, Aggregated Data and PayScale Compensation Data shall be considered PayScale’s Confidential Information, notwithstanding any failure to mark or identify it as such. All Customer Data shall be considered Customer’s Confidential Information, notwithstanding any failure to mark or identify it as such.

10.2 Protection. Recipient will not use any Confidential Information of the Discloser for any purpose not expressly permitted by this Agreement, and will disclose Confidential Information only to the employees or, subject to Section 3, individual independent contractors of Recipient who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Recipient’s duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

10.3 Exceptions. Recipient’s obligations under Section 10.2 above with respect to any Confidential Information of Discloser will terminate if and when Recipient can document that such information: (a) was already lawfully known to Recipient at the time of disclosure by Discloser; (b) is disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) is independently developed by Recipient without access to or use of the Confidential Information. In addition, Recipient may disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure in writing prior to making such disclosure and cooperates with Discloser, at Discloser’s reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

10.4 Protection of Customer Data. Without limiting the above, PayScale will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Except as permitted by Section 6.4 above, PayScale will not (a) modify the Customer Data, (b) disclose the Customer Data except as compelled by law in accordance with Section 10.3 or as expressly permitted in writing by Customer, or (c) access the Customer Data except to provide the Services or prevent or address service or technical problems, or at Customer’s request in connection with customer support matters.

11. GENERAL PROVISIONS.

11.1 Assignment. Neither party may assign or transfer, by operation of law or otherwise, this Agreement or any of its rights under this Agreement to any third party without the other party’s prior written consent, such consent shall not be unreasonably withheld or delayed; except that either party may assign this Agreement by operation of law or otherwise to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment or transfer in violation of the foregoing will be null and void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and shall not confer any rights or remedies upon any person or entity not a party hereto.

11.2 Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, facsimile, or certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address for each party first set forth on the signature page, and will be effective upon receipt. Additionally, electronic mail and facsimile may not be used for providing legal notices, but may be used to distribute routine communications and to obtain approvals and consents. Any notices given by Customer to PayScale, Inc. under this Agreement should be directed to: PayScale, Inc., 1000 1st Avenue South #100, Seattle, WA USA 98134.

11.3 Governing Law and Jurisdiction. This Agreement is governed by and interpreted in accordance with the laws of the State of Washington, without reference to its choice of law rules, and the courts having exclusive jurisdiction are Seattle, Washington, King County. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

11.4 Remedies. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Each party acknowledges and agrees that any actual or threatened breach of Sections 3 or 10 will constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach, and that if granted, the breaching party agrees to waive any bond that would otherwise be required. If any legal action is brought by a party to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive from the non-prevailing party.

11.5 Relationship of the Parties. Nothing in this Agreement or any Order will be construed as creating a partnership, joint venture, or agency relationship between the parties, or as authorizing either party to act as an agent for the other or to enter contracts on behalf of the other. Nothing in this Agreement is intended to confer any rights or remedies on any other person or entity, which is not a party to this Agreement.

11.6 Waivers. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Any waiver must be in writing and signed by the party entitled to the benefit of the right being waived. Unless otherwise stated in the waiver, any waiver applies only to the specific circumstance for which the waiver is given and not to any subsequent circumstance involving the same or any other right.

11.7 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

11.8 Public Communications. Customer consents to having its company name included in public communications by PayScale, including PayScale's list of customers.

11.9 Subcontractors. PayScale may use third parties to perform all or part of the Services. PayScale will remain solely responsible for the performance of all Services that are subcontracted and PayScale will be liable for the acts and omissions of its subcontractors in performance of the Services to the same extent PayScale would be responsible for the same acts and omissions of its employees.

11.10 Entire Agreement. These Master Terms and Conditions (including Schedule A attached thereto), and all Orders, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. The Agreement sets forth the general terms and conditions applicable to all Services provided by PayScale to Customer under the specific terms and conditions set forth in the applicable Order. By executing an Order, Customer agrees that the provision and receipt of Services are expressly conditioned on the acceptance of these Master Terms and Conditions. No other terms apply. No terms and conditions proposed by either party shall be binding on the other party unless accepted in writing by both parties, and each party hereby objects to and rejects all terms and conditions not so accepted. To the extent of any conflict between the provisions of these Master Terms and Conditions and the provisions of any Order, the provisions of the Master Terms and Conditions shall govern.

SCHEDULE A FOLLOWS

SCHEDULE A

This Schedule A describes the Services to be performed and provided by PayScale pursuant to the Master Terms and Conditions for PayScale Merlin. All capitalized terms used and not expressly defined in this Schedule A will have the meanings given to them in the Master Terms and Conditions.

1. **System.** This Schedule A describes the initial set-up and on-going use of PayScale MERLIN as described in the Documentation and PayScale demonstrations. System Access and related Services are provided to Customer as an “application service” (i.e. the System and its database(s) are resident in Amazon Web Services (AWS)), and Customer employees are granted access and the right to use the System and its database through the Order Term (defined below).

2. **System Access.**

2.1. For the Order Term, PayScale will provide Users with access to the System. The System will be configured at a unique internet address.

2.2. Customer may grant access to the System to as many of its Users as it desires. Only Users (as defined in the Master Terms and Conditions) and PayScale staff may be granted access to the System, unless otherwise requested by Customer and approved in advance by PayScale in writing.

3. **Services.** In addition to providing System Access, PayScale will provide Customer with the following Services:

3.1. **Loading the Data From Customer’s Salary Surveys.**

3.1.1. During the initial Service Year, PayScale will load into Customer’s database the base salary, total cash and other compensation data from the initial quantity of compensation surveys indicated in the Order and provided to PayScale pursuant to subsection 3.1(d) below. “Service Year” means a 12-month period beginning on the Order Effective Date (or subsequent anniversary thereof) and ending one year later.

3.1.2. Prior to the start of each subsequent Service Year, Customer will provide to PayScale a list of the compensation surveys purchased by Customer for use in that subsequent Service Year. Subject to 3.1(d) below, PayScale will load those compensation surveys into Customer’s database during such Service Year.

3.1.3. Customer may add additional surveys to the list during any Service Year. Additions to the quantity of compensation surveys may impact the Annual Service Fee during any Service Year, according to the fees schedule included in the Order.

3.1.4. Customer will provide to PayScale proof of purchase for each survey report prior to asking PayScale to load such report(s). Customer will purchase the “electronic” database versions (i.e. spreadsheet, database, or .csv files) for any and all of Customer’s salary surveys, where available from the surveys’ publishers. PayScale will convert these into the formats needed in the System. If an electronic database version of any survey is not available from its publisher, PayScale will work with Customer to identify the data that needs to be loaded from that survey, and PayScale will manually enter that data into the System. Additional fees will be incurred for such manual data entry of a hard copy, .pdf-only, or other data provided to PayScale in non-electronic database format, and Customer will be advised of such additional fees and must pre-approve them before PayScale proceeds with such work.

3.2. **Loading Customer’s Job, Employee, and Survey Matching Data.**

3.2.1. PayScale will provide Customer with standard spreadsheet templates, designed to outline the structure for periodic downloads of job, employee and salary range information from Customer’s HRIS systems. Customer will provide this data, in the form of one spreadsheet table per data type, to PayScale one time each month for upload to Customer’s PayScale database. PayScale provides a “Secure File Upload” mechanism within the System to ensure the secure transmission of confidential information or Customer may use PayScale’s SFTP to transmit the data files to PayScale.

3.2.2. Additionally, during the initial onboarding, PayScale will provide Customer with a standard spreadsheet template for use in creating one survey matching details spreadsheet table (Customer’s job codes matched to survey job codes and data cut descriptions) for upload into Customer’s PayScale database.

3.2.3. PayScale staff will conduct cursory audits on the data, and format and load it into the Customer's PayScale database.

3.3. Annual Updates of Customer's Market Pricing Benchmarks.

3.3.1. During each new Service Year, PayScale will update Customer's market pricing benchmarks with data from the new survey reports.

3.3.2. PayScale and Customer will agree upon a date for the "migration" of the prior year's survey matches to the new year's data, typically following the receipt and loading of all of Customer's surveys for the new Service Year.

3.4. Hosting and System Administration.

3.4.1. PayScale will provide all site hosting and administrative services. The site will be available to Users 24 hours a day, 7 days a week, and PayScale will maintain disaster recovery procedures such that corrective action will be quickly taken should the site become unavailable for any reason.

3.4.2. All data files and applications will be backed-up on a daily basis to prevent the loss of critical data, with back-ups stored in a separate and secure location. .

3.5. System Security.

3.5.1. At the time that Customer is initially provided with System Access, PayScale will configure the System with the following security features:

3.5.1.1. The System will be accessible only to Users originating in Customer's company network(s).

3.5.1.2. Each User will be required to enter a unique e-mail address and password.

3.5.1.3. Users will be forced to use "complex" passwords.

3.5.1.4. Users will be forced to reset their passwords every 90 days, and will not be permitted to re-use an immediately previous password.

3.5.2. The above features are configurable within the System and Customer's own system administrator will be responsible for maintaining the security configuration after the initial provision of System Access.

3.5.3. PayScale will maintain firewalls and network/intrusion detection software to monitor and prevent unauthorized access to the applications and information.

4. Support Services.

4.1. Support.

4.1.1. Technical and operational support services each business day (i.e. from 7:00 AM – 5:00 PM (PST) Monday through Friday, excluding any PayScale holidays).

4.1.2. Customer will promptly notify PayScale of Errors or other support request issues by calling 888.219.0321, by e-mailing cs@payscale.com or by utilizing the technical support link within the System. PayScale will acknowledge receipt of such notification (by e-mail or phone) within one (1) business day.

4.1.3. PayScale will use reasonable commercial efforts to resolve such Errors reported to it by Customer within a reasonable time.

5. Price. Fees for the System and Services, as described in this Schedule A, are outlined in the Order.

6. Payment.

6.1. Upon execution of the Order, and following the date that Customer is provided with System Access, PayScale will invoice Customer for the Onboarding Fee and the Annual Service Fee for the first Service Year of the Initial Order Term.

6.2. For each subsequent Service Year, Customer will be invoiced for the full Annual Service Fee approximately one month prior to the beginning of such new Service Year. The fees schedule in the Order will remain constant through the Initial Order Term, and may be changed by PayScale thereafter with at least 30 days' notice to Customer prior to the start of a new Service Year.

7. **Term; Renewal.** The initial term of the Order will begin on the Order Effective Date and end on the date indicated in Exhibit B ("Initial Order Term"). Thereafter, the Order will automatically renew for additional one (1) year periods (each, a "Renewal Order Term"), unless a party has given the other party written notice of its intent to not renew at least 30 days prior to the end of the Initial Order Term or the then-current Renewal Order Term which termination shall become effective at the end of such Initial Order Term or Renewal Order Term, as the case may be. The Initial Order Term and each Renewal Order Term are collectively referred to as the "Order Term."

/// END OF SCHEDULE A