

AON

- Payscale is an authorized reseller of the Aon products set forth above in this Order Form ("Aon Products").
- Except for the terms set forth herein, Customer's use of the Aon Products is subject to the MSA and Documentation. To the extent there is a conflict between the terms of this Order Form and the MSA and/or Documentation with respect to the Aon Products, the terms of this Order Form shall control.
- Terms applicable to Aon Products:
 - "Customer Data" shall mean the information provided by Customer necessary for Aon and Payscale to provide the Aon Products.
 - Aon and its Affiliates may use Customer Data to produce reports, analysis, or results for services and disclose them to: Aon Affiliates, employees, agents, subcontractors, counsel and auditors; Customer; and other Aon customers provided that such Customer Data is aggregated and is not individually identifiable. Due to the continued use of data in active and archival surveys, Customer Data will not be returned or destroyed and will be retained in accordance with Aon's corporate record retention schedules.
 - The Aon Products include confidential information of Aon, including its proprietary benchmarking data. Customer may not disclose or make available the Aon Products to any third party.
 - Customer may only disclose the Aon Products to Customer Affiliates for which Customer Data has been submitted and the employees of such entities with a need to have access to Aon Products. Customer will not disclose or make available Aon Products to any other Customer Affiliates or to any other third party.
 - Customer agrees that Aon may disclose that Customer and/or Customer Affiliates are participants in an applicable survey. Survey participant lists may show general company information specific to Customer/Affiliates, including some or all of the following: (i) company name; (ii) industry; (iii) headquarters location; (iv) revenue category; (v) actual revenue amount for public independent corporations; (vi) headcount category; (vii) company ownership (public/private); (viii) month Customer Data was submitted; (ix) primary location and countries from which Customer Data was submitted; and (x) primary sales channel.
 - Except for Customer Data, Aon will retain all right, title and interest in and to all intellectual property rights embodied in or associated with the Aon Products, including copyrights, patents, and trademarks. The Aon Products are copyrighted by Aon. Customer is granted a perpetual, worldwide, paid-up, royalty-free, non-exclusive license to use and copy the Aon Products for Customer's internal business purposes only. Customer will not undertake, cause, permit or approve the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of the Aon Products or any part thereof; and will not remove, obscure, make illegible or alter any notices or indications of the intellectual property rights that are affixed on, contained in or otherwise connected to any Aon Products.
 - THE AON PRODUCTS ARE MADE AVAILABLE ON AN "AS-IS WHERE IS" BASIS WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. CUSTOMER ACKNOWLEDGES THAT THE AON PRODUCTS DO NOT CONSTITUTE OR SUBSTITUTE FOR LEGAL ADVICE.

- Aon shall have no liability to Customer with respect to the Aon Products. Customer's sole recourse is pursuant to the MSA. Customer agrees that Aon or Payscale may enforce the terms set forth herein against Customer with respect to the Aon Products.