PayScale, Inc. Master Subscription Agreement

THIS MASTER SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS YOUR PURCHASE AND ONGOING USE OF SERVICES FROM PAYSCALE, INC.

BY ACCEPTING THIS AGREEMENT, BY REPLYING WITH "Yes, I Agree" TO AN ELECTRONIC ORDER FORM, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Subscription Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Subscription Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on May 30th, 2013. It is effective between You and Us as of the date of You accepting this Agreement.

Table of Contents

1. Definitions
2. Services
3. License; Use of the Services
4. Proprietary Rights
5. Confidentiality
6. Warranties and disclaimers
7. Mutual Indemnification
8. Limitation of Liability
9. Term and Termination
10. Who You Are Contracting With, Notices, Governing Law and Jurisdiction

1. DEFINITIONS

"Malicious Code" means software viruses, worms, Trojan horses, time bombs, cancelbots or other harmful computer code, files, scripts, agents, programs or programming routines.

"Order Form" means the ordering documents for purchases under this Agreement, including addenda thereto, that are entered into between You and Us from time to time. Order Forms may also be referred to as "Electronic Letter of Agreement" or "ELOA." Order Forms will be deemed incorporated into this Agreement by reference.
“Professional Services” means Our configuration, implementation and other consulting services related to the Subscription Services.

“Services” means Subscription Services and Professional Services that You or Your Affiliates purchase as specified in an Order Form.

“Subscription Services” means the online, Web-based applications and platform provided by Us via http://www.payscale.com. “Subscription Services” also include any modifications to the Subscription Services made by Us in the performance of Professional Services.

“Users” means individuals who are authorized by You to use the Subscription Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by Us.

“We,” “Us” or “Our” means PayScale, Inc., the company, described in Section 10 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

“You” or “Your” means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

“Your Data” means all electronic data or information submitted by You to Us in connection with the Services.

2. SERVICES

2.1. Provision of Subscription Services. Subject to the terms and conditions of this Agreement, We will make the Subscription Services available to You during the subscription term specified on the relevant Order Form. You agree that Your purchases of Subscription Services under this Agreement are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2. User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Subscription Services are purchased as User subscriptions based on the number of employees in your organization and the number of Users specified on the Order Form, and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions will terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and must not be shared or used by more than one User.

2.3. Professional Services. Subject to the terms and conditions of this Agreement, We will perform Professional Services as set forth in an Order Form. The specific details of the Professional Services to be performed will be determined on a per-project basis, and the details for each project will be described in the Order Form. We will use reasonable efforts to complete the Professional Services, including the delivery of any deliverables, in accordance with the schedule of times and milestones, if any, specified in the Order Form.

3. LICENSE; USE OF THE SERVICES
3.1 **License to Subscription Services.** Subject to the terms and conditions of this Agreement, We grant to You a limited, worldwide, non-exclusive, non-transferable (except as permitted in Section 11.9) right during the term of this Agreement to use the Subscription Services solely in connection with Your internal business operations.

3.2 **Our Responsibilities.** We will: (i) provide to You standard PayScale basic support for the Subscription Services at no additional charge, and/or upgraded support if purchased separately, (ii) use reasonable efforts to make the Subscription Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We will make reasonable efforts to give at least 8 hours notice via the Subscription Services and which We will schedule to the extent practicable during the weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), or Internet or other third party service provider failures or delays, and (iii) provide the Services only in accordance with applicable laws and government regulations.

3.3. **Your Responsibilities.** You will (i) be responsible for Users’ compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) use reasonable efforts to prevent unauthorized access to or use of the Subscription Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Subscription Services only in accordance with the applicable laws and government regulations. You will not (a) make the Subscription Services available to anyone other than Users, (b) sell, resell, rent or lease the Subscription Services, (c) use the Subscription Services to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third party privacy rights, (d) use the Subscription Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Subscription Services or third-party data contained in the Subscription Services, or (f) attempt to gain unauthorized access to the Subscription Services or their related systems or networks. You will also provide assistance, cooperation, information, equipment, data, a suitable work environment, and resources reasonably necessary to enable Us to perform the Professional Services. You acknowledge that Our ability to provide Professional Services as described in an Order Form may be affected if You do not provide reasonable assistance as set forth above.

3.4. **Usage Limitations.** Services may be subject to other limitations as listed on your order form. For example, limits on the number of subscriber log-ins or volume of report searches under your account. The Subscription Services provide real-time information to enable You to monitor Your compliance with such limitations.

4. **PROPRIETARY RIGHTS**

4.1. **Reservation of Rights.** Subject to the limited rights expressly granted under this Agreement, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You under this Agreement other than as expressly set forth in this Agreement.

4.2. **Restrictions.** You will not (i) permit any third party to access the Subscription Services except as permitted in this Agreement or Order Form, (ii) create derivate works based on the Subscription Services, (iii) copy, frame or mirror any part or content of the Subscription Services, other than copying or framing on Your own intranet or otherwise for Your own internal business purposes, (iv) reverse engineer the Subscription Services, or (v) access the
Subscription Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Subscription Services.

4.3. **Ownership of Your Data.** As between Us and You, You exclusively own all rights, title and interest in and to all of Your Data including your market salary and employee information. We may incorporate your general pay, job title, performance rating, and compensation influencer information into our database for the purposes of reporting market based pay back to all subscribers of our services, only in the aggregate in a manner similar to how we report anonymous market pay back to all subscribers. We will not at any time, without your permission, access any detailed personal information on any single employee. All information will be collected in the aggregate without personal data.

4.4. **Suggestions.** You hereby grant to Us a royalty-free, worldwide, transferable, sublicense able, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

4.5. **Federal Government End Use Provisions.** We provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

5. **CONFIDENTIALITY**

5.1. **Definition of Confidential Information.** As used in this Agreement, “Confidential Information” means all confidential information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information will include Your Data, with the exception of anonymized data you allow us to use in accordance with Section 4.3 for the purposes of reporting back to other participating subscribers; Our Confidential Information will include the Services; and Confidential Information of each party will include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

5.2. **Protection of Confidential Information.** Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party will limit
access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those in this Agreement.

5.3. Protection of Your Data. Without limiting the above, We will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. Except as permitted by Section 4.3, We will not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.4 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services or prevent or address service or technical problems, or at Your request in connection with customer support matters.

5.4. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

6. WARRANTIES AND DISCLAIMERS

6.1. Our Warranties. We warrant that the Subscription Services will perform materially in accordance with the Order Form, and that We will not materially decrease the features or functionality of the Subscription Services during a subscription term. For any breach of either such warranty, Your exclusive remedy will be termination and refund as provided in the Order Form.

6.2. Your Warranties. You represent and warrant that if You upload into the Subscription Service, or otherwise provides for processing by the Subscription Service, any data or information that may be deemed personal information of any individual person under the laws of any applicable jurisdiction (“Personal Information”), You have complied with all applicable laws with respect to the collection, transfer, and use of that Personal Information in connection with the Subscription Service, including without limitation proper disclosure and obtaining all required consents from each individual to transfer that Personal Information to servers associated with the Subscription Service located in the United States or elsewhere.

6.3. Mutual Warranties. Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will not transmit to the other party any Malicious Code (except for Malicious Code previously transmitted to the warranting party by the other party).

6.4. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
7. MUTUAL INDEMNIFICATION

7.1. Indemnification by Us. Except as set forth in this Section below, We will defend You against any claim, demand, suit, or proceeding ("Claim") made or brought against You by a third party alleging that the use of the Subscription Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party, and will indemnify You for any damages finally awarded against, and for reasonable attorney’s fees incurred by, You in connection with any such Claim; provided, that You (a) promptly give Us written notice of the Claim, (b) give Us sole control of the defense and settlement of the Claim (provided that We may not settle any Claim unless the settlement unconditionally releases You of all liability), and (c) provide to Us all reasonable assistance, at Our expense. Our indemnification obligations under this Agreement exclude any Claims arising out of or related to (i) Your Data, (ii) any third party software that may be included in the Subscription Services, or (iii) any combination by you of the Subscription Services with any third party product or service.

7.2. Indemnification by You. You will defend Us against any Claim (a) made or brought against Us by a third party alleging that Your Data infringes or misappropriates the intellectual property rights of a third party or violates applicable law, or (b) arising out of or related to your breach of this Agreement, and will indemnify Us for any damages finally awarded against, and for reasonable attorney’s fees incurred by, Us in connection with any such Claim; provided, that We (i) promptly give You written notice of the Claim, (ii) give You sole control of the defense and settlement of the Claim (provided that You may not settle any Claim unless the settlement unconditionally release Us of all liability), and (iii) provide to You all reasonable assistance, at Our expense.

7.3. Exclusive Remedy. This Section 7 (Mutual Indemnification) states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any type of Claim described in this Section.

8. LIMITATION OF LIABILITY

8.1. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU UNDER THIS AGREEMENT OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE LESSER OF $500,000 OR THE AMOUNT PAID BY YOU UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER THE PAYMENT TERMS SET FORTH IN ANY ORDER FORM.

8.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

8.3. 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
9. TERM AND TERMINATION

9.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated. The duration of User subscriptions are set forth in the applicable Order Form.

9.2. Renewal, Termination and Refunds. The Order Form sets forth the renewal, termination, and refund provisions of this Agreement.

9.3. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of this Agreement, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We will have no obligation to maintain or provide any of Your Data and will thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

9.4. Surviving Provisions. The following provisions will survive any termination or expiration of this Agreement: Section 4 (Proprietary Rights), 5 (Confidentiality), 6.3 (Disclaimer), 7 (Mutual Indemnification), 8 (Limitation of Liability), 9.3 (Return of Your Data), 9.4 (Surviving Provisions), 10 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 11 (General Provisions), and the payment and refund terms set forth in any Order Form.

10. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

10.1. General. You are contracting with PayScale, Inc. Any notices given by You to Us under this agreement should be directed to:

PayScale, Inc. (Master Subscription Notice)
542 1st Avenue S, Suite 400
Seattle, WA USA 98103

Any termination notice must be sent to the entity designated on your order form currently in force and can be sent via fax or email.

10.2. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals under this Agreement will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv)
the first business day after sending by email (provided email will not be sufficient for notices of termination or an
indemnifiable claim). Notices to You will be addressed to the system administrator designated by You for Your
relevant Subscription Services account, and in the case of billing-related notices, to the relevant billing contact
designated by You.

10.3. Waiver of Jury Trial. 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.

10.4. Governing Law and Jurisdiction. Each party agrees that the Governing Law is the State of Washington and
controlling United States Federal Law and that the courts having exclusive jurisdiction are Seattle, Washington, King
County.

11. GENERAL PROVISIONS

11.1. Export Compliance. Each party will comply with the export laws and regulations of the United States and other
applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents
that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You
will not permit Users to access or use Subscription Services in violation of any U.S. export embargo, prohibition or
restriction.

11.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a
partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the parties.

11.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.4. Subcontractors. We may use third parties to perform all or part of the Services. We will remain solely
responsible for the performance of all Services that are subcontracted.

11.5. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this
Agreement will constitute a waiver of that right. Other than as expressly stated in this Agreement, the remedies
provided in this Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law,
the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original
provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

11.8. Attorney Fees. You will pay on demand all of Our reasonable attorney fees and other costs incurred by Us to
collect any fees or charges due Us under this Agreement following Your failure to meet the Invoicing and Payment
terms as outlined in the ELOA.

11.9. Assignment. Neither party may assign any of its rights or obligations under this Agreement, whether by
operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld).
Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms),
without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party’s sole remedy for any purported assignment by the other party in breach of this paragraph will be, at the non-assigning party’s election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We will refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.10. Public Communications. You consent to have your company name included in public communications by Us including our list of customers.

11.11. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form will prevail. No terms or conditions stated in any purchase order or other order documentation (excluding Order Forms) used by You will be incorporated into or form any part of this Agreement, and all such terms or conditions are null and void.