THIRD PARTY USE NON-DISCLOSURE AGREEMENT

This Third-Party Non-Disclosure Agreement (“Agreement”) is an agreement by and between Salary.com, LLC (“Survey Provider”), (“Client”), and (“Consultant.”)

WHEREAS, Survey Provider provides its customers with products and services relating to its compensation and benefits information (“Data or Survey Provider Information”); and

WHEREAS, this Data or Survey Provider Information is confidential and proprietary information of Survey Provider; and

WHEREAS, Client submits information to be compiled with this Data and requests Survey Provider’s consent for Consultant to provide the information on Client’s behalf.

WHEREAS, Consultant provides its customers with products and services relating to compensation and benefits consulting (“Services”), and Client requests Survey Provider’s consent for Consultant to access this Data for the sole purpose of providing Services to Client (“Exclusive Purpose”).

NOW, THEREFORE, in consideration of the premises hereof, and the mutual promises and obligations herein, Survey Provider, Client, and Consultant hereby agree as follows:

1. This Agreement shall commence on the Effective Date and shall remain in effect so long as Consultant has access to the Survey Provider Information or for a term of 2 years, whichever is earlier. Any party may terminate this Agreement at any time by giving thirty (30) days’ written notice of termination to the other parties. Termination of this Agreement shall only terminate Consultant’s right to access and use the Survey Provider Information. All other obligations of Consultant herein shall survive termination of this Agreement for a three (3) year period thereafter.

2. Consultant shall promptly return to Survey Provider or destroy, to the extent reasonably practicable, all originals, copies, records, notes and summaries of the Survey Provider Information (regardless of the form of such originals, copies, records, notes and summaries) and, at Survey Provider’s written request, confirm the destruction of the same. Notwithstanding the foregoing, Consultant may retain copies of the Survey Provider Information for legal, regulatory, compliance, or archival purposes (in accordance with Consultant’s document-retention policies and procedures) and is not required to expunge any electronically stored records, provided that all obligations of Consultant herein shall remain in full force and effect with regard to such retained copies.

3. Scope of Consent. Survey Provider will permit Consultant to enter Client’s information on behalf of Client into the Compensation Data survey questionnaire copyrighted by Survey Provider. Survey Provider will permit Consultant to access Data for the sole purpose of providing Services to Client. Survey Provider hereby grants Consultant a limited, non-exclusive, revocable license to access and use the Survey Provider Information solely for the Exclusive Purpose. Access to the Survey Provider Information by any party other than Client and Consultant and use of the Survey Provider Information for any purpose except the Exclusive Purpose is strictly prohibited. Consultant shall not access the Survey Provider Information directly through Survey Provider service(s). Client and Consultant agree to comply with all laws with regard to the handling and process of the Survey Provider Information. Consultant agrees that it will not copy or reproduce the Survey Provider Information except as necessary for the Exclusive Purpose.

Consultant shall take all steps necessary to protect the Survey Provider Information from unauthorized use, access and disclosure and to keep the Survey Provider Information confidential. Such steps shall be at least equal to those taken by Consultant to protect its own highly proprietary and confidential information. Consultant may disclose the Survey Provider Information only to its own employees, agents, and representatives (collectively “Representatives”) who: (a) are bound by obligations of confidentiality
and non-use no less rigorous than those set out in this Agreement; (b) have a need-to-know the Survey Provider Information for the Exclusive Purpose; and (c) have been informed of the proprietary, confidential, and limited use restrictions associated with the Survey Provider Information. Consultant agrees to be responsible for all acts and omissions by its Representatives as if Consultant itself committed such acts and omissions. Consultant agrees to notify Survey Provider promptly upon discovery of any unauthorized use or disclosure of the Survey Provider Information. Notwithstanding the foregoing, Consultant may, if requested by Client, import the Survey Provider Information into an online web tool, as hosted by Consultant’s third-party supplier, for the sole purpose of providing services to Client. To the extent necessary to provide such services, Consultant may provide access to its third-party supplier to use and import such Survey Provider Information, provided that such supplier agrees to be bound by confidentiality provisions at least as restrictive as the terms set forth in this Agreement.

Salary Provider Information may not be used for any other purpose including, without limitation, any purpose which may result in the sharing of Survey Provider Information with a competitor of Survey Provider or for the development and provision of products or services competitive to Salary, the disparagement of Salary’s reputation, or injury to Salary in its business or public affairs.

You also will defend, indemnify, and hold Survey Provider (and Survey Provider’s officers, directors, employees, agents, and affiliates) harmless, at your expense (including costs, damages, and attorney’s fees), from and against any third party claim, suit, fine, action, or allegation based upon or arising from, directly or indirectly your breach of these terms or your misappropriation of Survey Provider Information. Copy, cut and paste, email, broadcast, adapt, edit, re-utilize, reproduce, disseminate, reverse engineer, sell, extract, paraphrase, or create any derivative works or derive compensation methodologies or processes based on Survey Provider Information for any reason whatsoever for use with or by means of using other analytics or artificial intelligence environments.

The foregoing confidentiality provisions shall not apply to information which:
(i) is already known to the Consultant at the time of disclosure to it;
(ii) is in the public domain or subsequently becomes publicly available;
(iii) is provided to Consultant by a third party who is under no such obligation of confidentiality; or
(iv) is independently developed by the Consultant without use or reference to the Survey Provider Information.

Consultant may disclose the Survey Provider Information in accordance with a judicial, government or agency order, provided that Consultant shall, where legally permissible, provide Survey Provider with immediate notice of such disclosure, shall request confidential treatment of the Survey Provider Information, and shall comply with any applicable protective order or equivalent that applies to the disclosure. Consultant shall not use the Survey Provider Information in developing like materials either for internal or external use. Consultant shall not make any of the Survey Provider Information available for use by or for the benefit of any party except Client, whether or not for consideration.

4. **Permitted Use.** Client agrees to restrict use of Services, Data, and any and all information to otherwise comply with the terms and provisions of Survey Provider’s License Agreement. Consultant agrees to restrict use of Data and any and all information to otherwise comply with the terms and provision of this Agreement.

5. **Handling of Data.** Consultant warrants that it will only access the Data and survey questionnaires provided by Survey Provider to execute Services for Client. Consultant will not duplicate, modify, adapt, translate, rent, sublicense, loan, resell for profit, distribute, or create derivative works based upon the confidential information (including, but not limited to, survey reports and Data) or use the Data with or any use with any other party other than Client. Both Client and Consultant agree to notify their respective employees of the existence of this Agreement and such employees shall comply with the terms and conditions of this Agreement.
6. **Remedies.** Consultant and Survey Provider agree that any breach of the terms and conditions of this Agreement may result in significant damage to Survey Provider, which may not be completely compensated by monetary damages, and agrees that, in addition to all other rights and remedies available at law or in equity, Survey Provider shall be entitled to seek injunctive relief in a court of appropriate jurisdiction in the event of a breach or threatened breach of any terms of this Agreement without the need to show actual damages or that monetary damages would be an inadequate remedy.

7. **Survey Provider Materials.** Survey Provider acknowledges that Consultant may possess or have access to information and data ("Consultant Data") substantially similar to the Survey Provider Information and that Consultant’s use of the Consultant Data is not limited or restricted by the terms of this Agreement but only to the extent that Consultant Data does not include any Survey Provider Information.

8. **Non-Disparagement.** Consultant shall not, and shall not induce others to, disparage Survey Provider or its subsidiaries or affiliates or their past and present officers, directors, employees, services, or products. "Disparage" shall mean making comments or statements to the public, the press, Survey Provider employees and/or representatives or its subsidiaries' or affiliates' employees or any individual or entity with whom Survey Provider or its subsidiaries or affiliates has an ongoing business relationship which would adversely affect in any manner (1) the business of Survey Provider or its subsidiaries or affiliates (including any products or business plans or prospects), or (2) the business reputation of Survey Provider or its subsidiaries or affiliates, or any of their products and services, or their past or present officers, directors or employees.

9. **Miscellaneous Terms.**

   If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining terms shall remain in full force and effect. This Agreement supersedes any and all prior arrangements, whether oral or written, with respect to the subject matter hereof. This Agreement may be amended only by written agreement between the parties. Any waiver of any provision of this Agreement by a party shall not be deemed to waive the same or any other provision thereafter.

   Neither Client nor Survey Provider may assign this Agreement without the prior written consent of the other party. Any purported assignment without the other party’s consent shall be null and void and all access and use rights by the party attempting to assign this Agreement shall immediately terminate. Subject to the preceding sentence, this Agreement shall inure to the benefit of and be binding upon the parties and their respective permitted successors and assigns.

   Client and Survey Provider shall be jointly and severally liable for any their breach or their threatened breach of this Agreement by either party. Each party acknowledges that all Survey Provider Information data under this Agreement is provided “AS IS” with no representations or warranties of accuracy, completeness, or suitability for any purpose. Survey Provider shall have no liability to Client, Consultant, or any third party resulting from the access to or use of the Survey Provider Information data.

   This Agreement may be executed in counterparts and in scanned, electronic or faxed versions. Each of the undersigned persons represents and certifies that he or she is authorized to sign this Agreement on behalf of his or her respective party.

10. **Governing Law.** This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA, without reference to its conflict of laws provisions and shall be subject to the exclusive jurisdiction of the federal and state courts located in Suffolk County, Massachusetts. Parties hereby waive their right to challenge jurisdiction or venue in such courts with regard to any suit, action, or proceeding under or in connection with this Agreement. Each party hereby irrevocably waives its rights to trial by jury in any action or proceeding
arising out of this agreement. This Agreement may be executed in counterparts and in scanned or electronic versions.

**AGREED AND ACCEPTED:**

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