

LICENSED DATA AGREEMENT

THIS SITE AND RELATED SERVICES ARE PROVIDED SUBJECT TO THESE TERMS AND CONDITIONS. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOUR CONTINUED USE OF THIS SITE WILL INDICATE YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PROMPTLY EXIT THIS SITE.

WHEREAS, TGJ is an independent, third party organization that uses a website (the "Site") as a software platform through which a company submits information that is quantified through a set of procedures developed by TGJ (the "Application Procedures") in order to determine whether such company possesses a particular set of employee programs, activities and amenities (the "Employment Brand Attributes") which a job seeker may find desirable and a company may want to use to promote itself to job seekers and the public; and

WHEREAS, upon a determination by TGJ that a company possesses, applies and earns such Employment Brand Attributes, TGJ provides to such company a Company Profile located on the Site (the "Company Profile") that includes common culture language and a visual display (The Good Jobs Badges) of the information reported by the company and permits such company to use certain proprietary marks of TGJ (the "Badges" and "Logo"), subject to this Agreement, that identify to the job seeker and the public the specific Employment Brand Attributes which such company possesses; and

WHEREAS, TGJ has determined, based on the Application Procedures, that Licensee possesses one or more Employment Brand Attributes, and Licensee desires a license to use the Badge(s) and Logo.

NOW, THEREFORE BE IT RESOLVED, in consideration of the mutual covenants contained herein, TGJ and Licensee agree as follows:

1. GRANT OF LICENSE.

(a) TGJ hereby grants Licensee, during the term of this Agreement and subject to the terms and conditions of this Agreement, The Good Jobs, Inc. Terms and Conditions of Use (the "Terms") and The Good Jobs, Inc. Privacy Policy (the "Privacy Policy") and the Order Form (the "Order Form"), a non-exclusive, non-assignable non-transferable, revocable license to use the Licensed Data set forth in Exhibit 1 of the Order Form, which includes the Badges and Logo (the "Licensed Data").

(b) Licensee shall (i) use the Licensed Data only as expressly set forth in Exhibit 1 of the Order Form, as the same may be amended or updated from time to time by agreement between the parties or by re-application of the Licensee, and (ii) ensure that the Licensed Data includes a hyperlink back to the Company Profile. No other redistribution or derivative product uses are permitted. Except as expressly provided in this Agreement, TGJ does not grant Licensee any rights or licenses in or to the Licensed Data, the related names and trademarks or associated components, including without limitation the content and proprietary systems used by TGJ in connection with the Licensed Data. Without limiting the generality of the foregoing two sentences, Licensee shall not sublicense or resell the Licensed Data without TGJ's prior written consent. Licensee shall not edit, alter or modify the Licensed Data without TGJ's prior written consent, other than to make minor changes necessary to import the Licensed Data into any electronic product in which TGJ has authorized Licensee to use the Licensed Data.

(c) TGJ shall deliver the Licensed Data to Licensee in the manner set forth in Exhibit 1 of the Order Form. Notwithstanding anything to the contrary contained in this Agreement or its Exhibits, Licensee agrees and acknowledges that the Licensed Data will include only that information which TGJ, in its sole discretion, collects and distributes in the ordinary course of its business.

(d) Licensee acknowledges and agrees that: (i) if TGJ determines in its sole discretion, based on the Certification Procedures, that Licensee no longer meets the requirements of the Certification, Company shall notify Licensee of its failure to meet such requirements and provide Licensee with a period of ten (10) days to cure and, if Licensee fails to cure within such period, TGJ may terminate this Agreement with immediate effect and (ii) if the Licensed Data becomes unavailable for any reason, TGJ may either provide substitute data of a comparable nature or waive the fees payable by Licensee under this Agreement until the Licensed Data becomes available.

(e) TGJ grants Licensee a non-exclusive, limited, non-transferable license to use its trademarks, service marks, trade names and logos (collectively, "Marks") in the form TGJ provides them to Licensee, provided that (i) the Marks are not displayed in a manner that would cause consumer confusion as to source of the Licensed Data or any third party's publication; and (ii) Licensee does not alter, edit, add to, delete from or mutilate the Marks in any manner. Under no circumstances shall Licensee strip the Licensed Data of TGJ's Marks. All use of the Marks by Licensee pursuant to this Agreement shall inure to the benefit of TGJ, and TGJ shall own all goodwill associated with and arising out of such use. Except as explicitly provided in this Paragraph, nothing in this Agreement shall be deemed to confer any right, title or interest on the part of Licensee in and to the Marks.

(f) Under no circumstances shall Licensee strip the Licensed Data of attribution included in the Licensed Data. For the sake of clarity, this means that Licensee shall not display any Licensed Data (including photos) without the attribution attached to it when delivered by TGJ, provided that the attribution shall be mutually agreeable to the parties and shall be reasonable in its content and size relative to the Licensed Data.

2. LIMITATIONS ON LICENSE

(a) Upon execution of this Agreement, Licensee shall pay to TGJ the annual license fee (the "Annual License Fee") for the Licensed Data, which may be paid by credit card payment through the Site or by other methods as agreed to by TGJ. Late payments will be assessed an interest charge of one half percent (.5%) per month. TGJ, in its sole discretion, may terminate this Agreement or cease providing Licensed Data to Licensee if Licensee fails to pay the Annual License Fee in full (i) on the Effective Date and (ii) on or before each one year anniversary of the Effective Date during the Term. Should it become necessary to institute collection proceedings, Licensee shall pay all costs incurred by TGJ up to an amount no greater than 10% of the amount due and owing by Licensee, including without limitation reasonable attorneys' fees, whether or not suit is filed.

(b) Licensee shall pay all applicable taxes (including without limitation sales and use taxes, but excluding any income taxes of TGJ) associated with delivery and use of the Licensed Data.

3. TERM. This Agreement shall be in effect for the period set forth in the Order Form, as the same may be extended from time to time, unless sooner terminated pursuant to the terms of this Agreement (the "Term").

4. LIMITATION OF LIABILITY.

(a) Licensee acknowledges and agrees that the Licensed Data is produced by TGJ in good faith from information compiled and supplied by Licensee and unrelated third parties. EXCEPT AS OTHERWISE PROVIDED HEREIN, TGJ PROVIDES THE LICENSED DATA ON AN "AS IS" BASIS, MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE LICENSED DATA, AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

(b) Except as otherwise provided herein, TGJ shall not be liable for any loss or damage arising to Licensee by reason of non-delivery, misrepresentation of information, delay or interruption in delivery of data due to unforeseeable circumstances beyond the control of TGJ, which shall include without limitation, failure of third-party communication equipment. **IN NO EVENT SHALL TGJ BE LIABLE TO LICENSEE OR ANY**

OTHER PARTY FOR MISTAKES, ERRORS, OR OMISSIONS IN DATA OR FOR NON-DELIVERY OR LATE DELIVERY OF DATA. IN NO EVENT SHALL TGJ OR LICENSEE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOST-PROFIT DAMAGES.

5. REPRESENTATION AND WARRANTY; INDEMNIFICATION.

(a) Each party represents and warrants to the other that: (i) it is duly incorporated or organized, as applicable, and validly existing and in good standing (or its equivalent) under the laws of the state of its incorporation or organization, as applicable, and has full corporate or organizational power and authority to execute, deliver and perform this Agreement; and (ii) this Agreement has been duly and validly executed and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

(b) Licensee shall indemnify, defend and hold harmless TGJ and its affiliates, officers, directors, employees, representatives and agents from and against any and all third party claims, damages, costs and expenses (including reasonable out-of-pocket attorneys' fees) arising out of or relating to: (i) any allegation that any electronic product incorporating the Licensed Data, or any edits, modifications or alterations made to the Licensed Data by Licensee (except to the extent the Licensee was directed or permitted to make such edits, modifications or alterations by TGJ) infringes or otherwise violates any third party's patent, trademark, copyright, trade secret or other intellectual property right or (ii) the breach of any representation or warranty made by it in this Agreement.

6. PROPRIETARY INTEREST. Licensee acknowledges that TGJ owns all copyrights and other proprietary rights in and to the Licensed Data. Licensee shall not, by virtue of this Agreement or by virtue of its access to the Licensed Data, obtain any copyright or other proprietary right or interest in or to the Licensed Data except the rights specifically granted to Licensee herein. Under no circumstances shall Licensee display the Licensed Data in close proximity to a third party's trademark or copyright notice such that consumers might believe that the source of the Licensed Data is an entity other than TGJ (but TGJ acknowledges that a third party's trademark or copyright notice may appear on the same webpage as the Licensed Data). TGJ has the right to object to Licensee's manner of display of TGJ's Marks, as well as the display of third party marks in proximity to Licensed Data. Licensee shall comply with TGJ's reasonable requests to change such displays.

7. CONFIDENTIALITY. Each party agrees that, without the express consent of the other party, none of its employees or agents will disclose to any third party any information or material that the other party designates in writing as confidential (including without limitation the terms and conditions of this Agreement) unless such information or material (i) is or becomes publicly known through no wrongful act of the receiving party, (ii) is received from a third party without restriction and without breach of any confidentiality obligation by the third party to the other party, (iii) is independently developed by the receiving party, or (iv) is required by law to be disclosed (provided that the other party is given advance notice of, and an opportunity to contest, any such requirement).

8. POST-TERMINATION. On termination or expiration of this Agreement: (i) all rights granted by TGJ under this Agreement shall immediately terminate; (ii) Licensee shall immediately cease to display, reproduce, retransmit or otherwise use any Licensed Data; (iii) Licensee shall purge all Licensed Data from all of its on-line and off-line storage media, including cached data; (iv) Licensee will not use for any purpose thereafter any information included in or derived from the Licensed Data; (v) Licensee shall return to TGJ any software or other materials provided by TGJ under this Agreement and (vi) TGJ shall return to Licensee any proprietary or confidential information of Licensee.

9. GOVERNING LAW; VENUE. This Agreement shall be governed by and interpreted under the laws of the State of Wisconsin, without regard to choice of law rules. Any suit, action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Milwaukee, Wisconsin. Both parties hereby irrevocably consent to jurisdiction and venue in the state and federal courts

located in Milwaukee, Wisconsin for purposes of any suit, action or proceeding arising out of or relating to this Agreement.

10. **ASSIGNMENT.** Neither TGJ nor Licensee may assign this Agreement without the prior consent of the other party, such consent not to be unreasonably withheld or delayed. Any permitted assignee or successor of Licensee's rights and obligations under this Agreement shall be bound by all terms and conditions of this Agreement. Nothing in this provision will preclude a change of ownership or change of control of Licensee, including without limitation by way of merger, consolidation or sale of all or substantially all of the assets or equity of the party or of the parent or ultimate parent entity of such party (a "Change of Control"), provided however in the event of such Change of Control, TGJ may immediately terminate this Agreement. Control shall mean the possession, of the power to direct or cause the direction of management or policies of a company or person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

11. **PUBLICITY.** Notwithstanding Section 7 hereof, TGJ shall have the right to use the name of Licensee in publicity, advertising, and sales promotion with the prior consent of Licensee, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, TGJ will not be required to obtain Licensee's prior consent to include Licensee's name in public lists of TGJ clients, or to include Licensee's name in a press release announcing the parties' agreement, as may be prepared and published by TGJ in its sole discretion.

12. **NO JOINT VENTURE CREATED.** Nothing in this Agreement and its performance shall be construed as creating a joint venture, partnership or agency between Licensee and TGJ.

13. **ENTIRE AGREEMENT.** This Agreement (and its Exhibits), the Order Form, the Terms and Conditions and the Privacy Policy contain the entire understandings of TGJ and Licensee concerning the subject matter hereof, and supersede and cancel all prior understandings, agreements, representations (whether oral or written) between TGJ and Licensee regarding the subject matter hereof. This Agreement may only be amended by a subsequent writing signed by authorized representatives of TGJ and Licensee.

14. **HEADINGS.** Section headings are used for convenience only and will in no way affect the construction or interpretation of this Agreement.

15. **SURVIVAL.** Notwithstanding anything contained herein to the contrary, Sections 2, 4, 5, 7, 8, 9, 13, 15 and any other provision for which survival is equitable will survive any termination or expiration of this Agreement.

16. **WAIVER.** Neither the failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or the failure, delay or omission by either party in exercising any right with respect to any term of this Agreement, will be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such provision or right in that or any other instance.

17. **FORCE MAJEURE.** Neither party shall be liable for failing or delaying performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power or Internet failures.