

# Employer Terms of Use

## 1. General.

These Employer Terms of Use will apply to and govern (i) each Sales Order (other than Sales Orders described in the last sentence of this Section 1(a)) entered into between Customer and Snagajob.com, Inc. ("Snag") and the services described in such Sales Orders as fully as if the provisions of these Employer Terms of Use were set forth in their entirety in each such Sales Order, and (ii) each other order of services by Customer on or through the Snagajob website without a Sales Order ("Website Orders") and the services covered by such Website Orders. The services described in Sales Orders and covered by Website Orders are referred to herein collectively as the "Services." By contracting for Services or using the Snag site, as defined below, Customer also agrees to comply with and be bound by the Snagajob Terms of Use found at snagajob.com/terms. These Employer Terms of Use do not apply to or govern any Sales Orders or Services which are governed by a Master Services Agreement, or any similar written agreement, signed by Customer and Snag.

## 2. Services.

(a) Customer and Snag agree that Snag will provide or make available to Customer the services or other offerings described in each Sales Order or covered by each Website Order, as applicable, for the service period(s) specified in, or to the extent otherwise provided in, such Sales Order or the applicable Website Order Terms (the "Service Periods"). The Services may be provided, as applicable, through the use of the Snag website (the "Snag Site") and/or the "Snag for Employers" mobile application (the "App") and may involve Snag using or making available to Customer certain software and other tools owned by or licensed to Snag (the "Software").

(b) Snag may make available third-party products and/or services for integration with the Services, pursuant to a Website Order or a Sales Order (collectively, "Third-Party Offerings"). Customer agrees that Snag is not responsible for, and does not provide or control, those Third-Party Offerings. Snag encourages Customer to read the legal notices and privacy policies of each and every provider of such Third-Party Offering. Customer's use of a Third-Party Offering will be subject to the terms of use, privacy policy, and any other applicable terms and conditions, required by the provider of such Third-Party Offering. Snag makes available Third-Party Offerings only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Offerings, and Customer accesses and/or uses all such Third-Party Offerings at its own risk.

(c) In connection with purchasing the Services, Customer will be responsible for obtaining and maintaining at its expense all computer hardware, software and communications equipment and connections, including mobile devices and wireless data services, required for Customers to access the Snag Site and/or the App and to access and use the applicable Services. By using the App, Customer consents to receive, at its cost, electronic communications from Snag.

(d) Snag reserves the right to make modifications to the Services, the Snag Site, the App and/or the Software during the term of any applicable Sales Order or Website Order; provided that such modifications do not have a material adverse effect on the functionality of the Services.

## 3. License; Limitations.

(a) During the applicable Service Periods, Snag grants to Customer a limited, nonexclusive, nontransferable and nonsublicenseable license (i) to access and use the Snag Site, the App and the Software, and (ii) to use any documentation provided to Customer by Snag

in connection with the Services, in each case to the extent necessary to access and use the Services for the periods and quantities purchased under the applicable Sales Order or Website Order.

(b) This license is limited to Customer and it may not be resold, sublicensed, leased or otherwise made available to any third party. This license is also limited to the number of locations or quantity of units purchased by Customer and specified on the applicable Sales Order or Website Order.

(c) Customer agrees that it will not (i) modify, adapt, reverse engineer, decompile, disassemble, reverse assemble or otherwise attempt to discover the source code or underlying algorithms or know-how of any of the Services, the Snag Site or the Software, (ii) create any derivative works from any of the Services, the Snag Site, the App or the Software, (iii) access or use the Services, the Snag Site, the App or the Software for any illegal or unlawful, threatening, abusive, harassing or obscene purpose or for any other purpose prohibited by Snagajob's policies in place from time to time, (iv) post or otherwise provide any false, misleading or dishonest information or other content on, through or in connection with the Services, the Snagajob Site or the App, or (v) attempt to do any of the foregoing.

## 4. Payment for Services.

(a) Customer agrees to pay for all of the Services described in each Sales Order and covered by each Website Order at the prices and rates, plus taxes, specified in such Sales Order or by the applicable Website Order Terms, as applicable, and without offset or deduction. Unless another payment method or other payment terms are agreed to by Customer and Snagajob in a Sales Order, all such payments will be due and must be paid within thirty (30) days of the invoice date. If any such payment is not paid when due hereunder, Snag may suspend the delivery of Services to Customer until payment is made, without extending the term of the Services, and Customer agrees to pay Snag interest on such overdue payment at one percent (1%) per month, or the highest rate permitted by applicable law, whichever is lower, and to reimburse Snag on demand for all costs of collection incurred by Snag, including, without limitation, reasonable attorneys' fees and costs.

(b) Customer will be responsible for and agrees to pay all sales, use, value-added, excise and other taxes, if any, relating to the Sales Order(s), the Website Order(s) or the Services, other than taxes based on Snag's net income.

(c) Snag will have the right to modify the prices and rates it charges for the Services in connection with the auto-renewing of Sales Orders or Website Orders by providing not less than ninety (90) days prior written notice to Customer. Such modified prices and rates will become effective at the beginning of the next renewal term for the applicable Services.

## 5. Term; Termination.

(a) Customer may terminate a Sales Order or Website Order with respect to one or more Services prior to the applicable scheduled termination date(s) if Snag ceases its business activities, makes a general assignment for the benefit of creditors, or becomes the subject of a voluntary or involuntary bankruptcy or insolvency proceeding.

(b) Snag may terminate a Sales Order or Website Order with respect to one or more Services prior to the applicable scheduled termination date(s) if: (i) Customer violates or fails to perform or comply with any of its obligations under Section 3(c) or Section 4(a) of these Employer Terms of Use and such violation or failure continues unremedied for five (5) days; (ii) Customer violates or fails to perform or comply with any of its other material obligations under the Sales Order or Website Order, as applicable, or these Employer Terms of Use and such violation or failure continues unremedied for thirty (30) days after Snag gives written notice of such violation or failure to Customer, or; (iii) Customer ceases its business activities, makes a general assignment for the benefit of creditors or becomes the subject of a voluntary or involuntary bankruptcy or insolvency proceeding; or (iv) Snag gives thirty (30) days written notice of termination to Customer.

(c) Upon the expiration or earlier termination of a Sales Order or Website Order with respect to one or more Services, (i) the license granted to Customer in Section 3(a) above in connection with the applicable Service(s) will automatically and immediately terminate,

and Customer will no longer have any right to use the Snag Site, the App, the Software or any Snag materials in connection with the applicable Service(s); provided that, access to the E-Verify Services shall be provided until notice of the cancellation or termination of the E-Verify account has been received from the U.S. government, (ii) Snag will no longer have any obligation to provide the applicable Service(s), and (iii) Customer will pay to Snag all fees and other amounts due with respect to Services provided on or before the expiration or termination date, and, unless the Sales Order or Website Order is terminated under Section 5(a) or 5(b)(iv) above, Customer will pay to Snag all fees and other amounts payable for Services under the applicable Sales Order or Website Order for the remainder of the current initial or renewal term.

(d) Unless a Sales Order or Website Order has been terminated based on Customer's failure to pay fees or other amounts due to Snag under the Sales Order or Website Order, Snag will, upon Customer's written request within thirty (30) days following termination, provide to Customer an electronic copy of Customer Materials (as defined in Section 8(a) below) and employee data then available in Snag's system, in a standard data format that is reasonably accessible by Customer. If Customer requests Snag to provide an electronic copy of Customer Materials and/or employee data, Customer agrees to pay Snag's then standard rates for such service. After thirty (30) days following termination or expiration, Snag will have no obligation to maintain or provide any Customer Materials or employee data and may thereafter, unless legally prohibited, delete all Customer Materials and employee data in its system or otherwise in its possession or under its control.

(e) The terms of these Employer Terms of Use which by their nature continue in effect after the expiration or earlier termination of the Sales Orders and Website Orders, including, without limitation, Sections 4, 5(c), 5(d), 5(e), 7, 8, 9, 10 and 11, will survive the expiration or earlier termination of any Sales Order or Website Order.

## 6. Representations and Warranties; Disclaimers.

(a) Each of Customer and Snag represents and warrants to the other party that (i) it is a corporation or other entity duly organized and validly existing in good standing under the laws of the state of its incorporation or organization, and it has the corporate or other power to own its property and to carry on its business as now being conducted, (ii) it has full power and authority to enter into the Sales Orders, the Website Orders and these Employer Terms of Use and to perform its obligations hereunder and thereunder, all of which have been duly authorized by all required corporate or other action by it, (iii) no consent or approval of, notice to or filing with any governmental authority or third party is required as a condition to the validity or enforceability of any Sales Order or Website Order or these Employer Terms of Use as to it, (iv) each Sales Order, each Website Order and these Employer Terms of Use constitutes the valid and legally binding agreement of it enforceable in accordance with its terms, (v) there are no proceedings pending or threatened before any court or governmental or administrative agency that would reasonably be expected to affect the validity or enforceability of any Sales Order, any Website Order or these Employer Terms of Use as to it, and (vi) it is not a party to or otherwise bound by any contract or agreement which in any manner would prohibit it from entering into any Sales Order, any Website Order or these Employer Terms of Use or performing its obligations hereunder or thereunder.

(b) Snag further represents and warrants to Customer that (i) it will perform the Services substantially in accordance with any applicable written specifications published by Snag and substantially in accordance with any product or services descriptions set forth in the applicable Sales Order or in any related Statement(s) of Work, (ii) it will use commercially reasonable efforts to provide support services in accordance with any service level agreements set forth in the applicable Sales Order or in any related Statement(s) of Work, and (iii) the tests provided as part of any assessment Services have been validated for construct and have criterion-related validity, and the assessment Software, as tested in the aggregate on assessments collected by Snag's licensor and all its and Snag's customers, does not show any evidence of adverse or disparate impact on any legally protected class of people.

(c) Customer further represents and warrants to Snag that all of the following comply and will comply with all federal, state and local employment, data protection, privacy and other applicable laws and regulations: (i) the application questions and other materials included or used in connection with the job listings posted or submitted by or on behalf of Customer through the Services, (ii) the application questions and other materials and technology used by Customer in screening or making hiring decisions regarding potential employees, (iii) Customer's other hiring practices, including, without limitation, the use of any results of any application questions, procurement, screening or assessment Services provided hereunder, and (iv) Customer's hiring decisions. Without limiting

the generality of the foregoing, Customer represents and warrants to Snag that it will not use the results of any procurement, screening or assessment Services provided hereunder to discriminate against candidates or current employees in violation of any federal, state or local employment or other applicable laws or regulations.

(d) THE REPRESENTATIONS AND WARRANTIES MADE BY SNAG IN THIS SECTION 6 OR ELSEWHERE IN THESE EMPLOYER TERMS OF USE ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, NEITHER SNAG NOR ANY OF ITS LICENSORS REPRESENTS OR WARRANTS THAT (i) ANY OF THE SERVICES, THE SNAG SITE, THE APP, OR THE SOFTWARE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE, (ii) ANY SPECIFIC RESULTS WILL BE OBTAINED USING THE SERVICES, THE SNAG SITE, THE APP OR THE SOFTWARE, OR (iii) ANY ERRORS IN THE SERVICES, THE SNAG SITE, THE APP, OR THE SOFTWARE WILL BE CORRECTED. IN ADDITION, SNAG AND ITS LICENSORS EXPRESSLY DISCLAIM LIABILITY FOR CUSTOMER'S IMPROPER OR DISCRIMINATORY USE OF THE SOFTWARE, SERVICES, OR APP, INCLUDING CLAIMS AGAINST CUSTOMER MADE BY ANY COURT OR REGULATORY AGENCY BASED IN WHOLE OR IN PART ON FINDINGS OF DISPARATE OR ADVERSE IMPACT TREATMENT REGARDING CANDIDATES OR EMPLOYEES. SNAG AND ITS LICENSORS MAKE NO WARRANTY THAT THE SOFTWARE, SERVICES OR APP WILL NOT CAUSE AN ADVERSE OR DISPARATE IMPACT ON A LEGALLY PROTECTED CLASS OF PEOPLE IF SUCH SOFTWARE OR SERVICES ARE USED IMPROPERLY OR ARE USED WITHOUT A STATISTICALLY ADEQUATE OR REPRESENTATIVE CANDIDATE POOL. FURTHERMORE, SNAG AND ITS LICENSORS EXPRESSLY DISCLAIM LIABILITY FOR THE SOFTWARE'S, THE SERVICES', AND/OR THE APP'S COMPLIANCE WITH, OR CUSTOMER'S ABILITY TO USE PROCUREMENT, SCREENING OR ASSESSMENT SERVICES TO EVALUATE CANDIDATES OR EMPLOYEES UNDER, THE EMPLOYMENT LAWS OF ANY JURISDICTION OTHER THAN THE FEDERAL AND STATE LAWS OF THE UNITED STATES.

(e) WITHOUT LIMITING THE GENERALITY OF SECTION 6(d) ABOVE, THE PARTIES SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THE JOB SEEKER RESUMES AND OTHER JOB SEEKER INFORMATION PROVIDED ON OR THROUGH THE SERVICES, THE SNAG SITE AND/OR THE APP ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS AND THAT SNAG MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ANY SUCH RESUMES OR OTHER INFORMATION OR THEIR ACCURACY OR COMPLETENESS.

(f) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, CUSTOMER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT SNAG IS NOT THE PROVIDER OF THE THIRD-PARTY OFFERINGS AND MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUCH THIRD-PARTY OFFERINGS. CUSTOMER REPRESENTS THAT IT IS NOT RELYING ON ANY STATEMENTS OR SPECIFICATIONS REPRESENTING THIRD-PARTY OFFERINGS THAT MAY BE PROVIDED BY SNAG. CUSTOMER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT SNAG HAS NO OBLIGATION OR LIABILITY ARISING FROM THE PROVISION, OPERATION AND/OR PERFORMANCE OF THIRD-PARTY OFFERINGS. ANY THIRD-PARTY OFFERINGS MADE AVAILABLE UNDER THIS AGREEMENT ARE MADE AVAILABLE ON AN "AS IS" BASIS. SNAG HEREBY DISCLAIMS AND CUSTOMER WAIVES ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES WITH RESPECT TO SUCH THIRD-PARTY OFFERINGS (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR CONDITION: (i) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THE PURPOSE IS KNOWN TO SNAG), NONINFRINGEMENT, TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT, OR ACCURACY; AND (ii) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY.

## 7. Confidentiality.

(a) Each party will take commercially reasonable steps to protect the confidentiality of the Confidential Information and Trade Secrets (as such terms are defined below) of the other party disclosed to or otherwise received by such party in connection with the Sales Order(s), the Website Order(s), the Services or these Employer Terms of Use. Neither Customer nor Snag will copy, duplicate, use, disclose or transfer any such Confidential Information or Trade Secrets of the other party except as required to access and use or provide the Services, as applicable. Notwithstanding the foregoing, Snag may use the Customer Materials, after anonymizing all Customer and personally identifiable information, for research and development purposes.

(b) For purposes of these Employer Terms of Use, (i) "Confidential Information" means all proprietary or confidential information of a

party and/or its affiliates, other than Trade Secrets, which is of value to the party and/or its affiliates and which is not generally known by or available to the party's competitors, whether or not such information is specifically designated by the party as being confidential, and (ii) "Trade Secrets" mean all trade secrets of a party as defined under applicable law. The pricing and other specific terms relating to the Services included in the Sales Orders or the Website Order Terms constitute the Confidential Information of Snag.

(c) The confidentiality provisions contained in this Section 7 will apply (i) with respect to Confidential Information, at all times while any Services are being provided hereunder and for a period of two (2) years after all such Services cease being provided hereunder, and (ii) with respect to Trade Secrets, at all times that the applicable Trade Secret constitutes a "trade secret" under applicable law.

## 8. Ownership of Property.

(a) As between Customer and Snag, any Customer job postings and information and related materials provided by Customer for placement, storage and/or use in or in connection with the Services or on or in connection with the Snag Site and/or the App ("Customer Materials") are and will remain the property of Customer. Customer grants Snag an irrevocable, royalty-free, nonexclusive license to use, copy, display and distribute Customer Materials to the extent necessary to provide the Services and/or to administer, maintain or improve the Snag Site and/or the App, and to use the Customer Materials, after anonymizing all Customer and personally identifiable information, for research and development purposes.

(b) Except for the limited license granted in Section 3(a) above, Customer has and will have no right, title or interest in or to any of the Services, the Snag Site, the App or the Software, and Snag or its applicable licensor will retain ownership of and full and exclusive rights in and to the Services, the Snag Site, the App and the Software and all enhancements and modifications thereto and thereof, including, without limitation, ownership of and full and exclusive rights to all related copyrights and other intellectual property rights and full and exclusive rights to sell, license, market, assign and modify the Services, the Snag Site, the App and the Software.

## 9. Intellectual Property Indemnity.

(a) Provided that Customer complies in each instance with Section 9(b) below, Snagajob agrees to indemnify Customer from and against any damages, costs and expenses (including reasonable attorneys' fees) incurred by Customer as a result of a final judgment in favor of a third-party in connection with a claim that the Services, (excluding any Third-Party Offerings), the Snag Site or the Software infringe or otherwise violate any U.S registered patent, copyright, trademark or service mark of that third party.

(b) If any third-party claim is made against Customer for which Snag may be required to provide indemnification under Section 9(a) above, (i) Customer will promptly notify Snag in writing of such claim, in no event later than ten (10) days prior to the date on which a response to the claim is required, (ii) Snag will have full authority, at its option, to defend such claim and Customer will provide reasonable assistance in such defense, and (iii) Snagajob will have full authority, at its option, to control the defense of such claim at its expense and all negotiations for the compromise and settlement of such claim.

(c) If Snag determines that any third-party claim that the Services, the Snag Site or the Software infringes or otherwise violates any U.S. registered patent, copyright, trademark or service mark of a third party is valid, Snag will have the right, at its expense (i) to obtain for Customer the right to continue using the Services, the Snag Site or the Software, as applicable, under these Employer Terms of Use, (ii) to modify the Services, the Snag Site or the Software, as applicable, provided hereunder so that they are no longer infringing with no materially adverse effect on their functionality, or (iii) to terminate the Sales Order(s) and/or Website Orders with respect to the infringing Services, Snag Site or Software and refund to Customer any related prepaid fees for the remainder of the current initial or renewal term.

(d) The agreements contained in this Section 9 constitute the exclusive liability and responsibility of Snag for, and the exclusive remedy of Customer regarding, any claim that the Services, the Snag Site or the Software infringes or otherwise violates any patent, copyright, trademark or service mark of a third party.

## 10. Customer Indemnification.

Customer agrees to indemnify, defend and hold Snag and its licensors harmless from and against any damages, costs and expenses (including reasonable attorneys' fees) incurred by Snag or a licensor as a result of or in connection with any third-party claim that (i) any of the Customer Materials infringes or otherwise violates any patent, copyright, trademark, service mark, trade secret or other intellectual property right of a third party, and/or (ii) Customer's employee application, including but limited to any questions regarding criminal convictions, or any procurement, screening, testing, assessment, hiring or firing policies or practices, or improper use of the Software or Services, violates any applicable employment, data protection, privacy or other law or regulation.

## 11. Liability Limitations

EXCEPT AS OTHERWISE PROVIDED IN SECTIONS 9 AND 10 ABOVE, AND WITHOUT IN ANY WAY LIMITING CUSTOMER'S OBLIGATION TO PAY FOR THE SERVICES AS PROVIDED IN THE APPLICABLE SALES ORDERS OR WEBSITE ORDER TERMS, (i) NEITHER PARTY WILL BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO COLLECT ANY SUCH DAMAGES, AND (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES HEREUNDER WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO SNAG UNDER THE APPLICABLE SALES ORDERS OR WEBSITE ORDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT CAUSING THE LIABILITY. FURTHER, CUSTOMER ACKNOWLEDGES AND AGREES THAT SNAG SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER, INCLUDING FOR INDIRECT OR DIRECT DAMAGES, WITH RESPECT TO THIRD-PARTY OFFERINGS.

## 12. Miscellaneous.

(a) Each party and its employees and representatives are and will be independent contractors with respect to the other party, and neither party by virtue of any Sales Order, any Website Order or these Employer Terms of Use will have any right, power or authority to act or create any obligation on behalf of the other party.

(b) Customer grants to Snag a limited, non-exclusive, nontransferable, royalty free right and license during the Term to use Customer's tradename and logo (collectively, the "Customer Marks") on its website or customer list to identify Customer as a client of Snag and in a mutually approved press release to announce that Customer is a client of Snag. Snag will comply with Customer's trademark usage guidelines in using Customer's Marks. Snag shall not use Customer Marks in a manner that dilutes, tarnishes or blurs the value of the Customer Marks. Any goodwill accrued as a result of Snag's use of the Customer Marks inures solely for the benefit of Customer.

(c) The Sales Orders, Website Orders and these Employer Terms of Use will be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The parties agree that any dispute, claim or controversy arising out of or in connection with these Employer Terms of Use, any Sales Order, any Website Order and/or the Services will be brought, tried and litigated exclusively in the Circuit Court of the County of Henrico, Virginia or in the United States District Court for the Eastern District of Virginia (Richmond Division). Each party hereby voluntarily submits to personal jurisdiction in each such court, and each party expressly waives any right to object to personal jurisdiction or improper venue, or to assert the doctrine of forum non conveniens or any similar doctrine, with respect to either such court in connection with any dispute, claim or controversy arising out of or in connection with these Employer Terms of Use, any Sales Order, any Website Order and/or the Services.

(d) All communications, notices and disclosures required or permitted by these Employer Terms of Use will be in writing and will be deemed to have been given on the date when received by email directed to Customer at the email billing address provided by Customer in the Sales Order which is the subject of the notice and by Snagjaob at legal@snagajob.com.

- (e) During the initial or any renewal term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement, Customer shall not, without the prior written consent of the Snag, either directly or indirectly, solicit or attempt to solicit, divert or hire away any person employed by Snag.
- (f) Neither party may assign any Sales Order or Website Order, in whole or in part, without the prior written consent of the other party; provided that Snag may assign any Sales Order or Website Order to any purchaser of all or substantially all of Snag's assets. Any attempted assignment by a party not in accordance herewith will be null and void and of no force or effect.
- (g) These Employer Terms of Use will be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.
- (h) The section headings contained herein are for the convenience of the parties only and will not be interpreted to limit or affect in any way the meaning of the language contained in these Employer Terms of Use.
- (i) The Sales Orders and any other documents included as part of or relating to the Sales Orders or Website Orders may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Sales Orders and any other documents included as part of or relating to the Sales Orders or Website Orders may be executed by exchange of manually signed originals or facsimile copies or by exchange of electronic signatures through any electronic signing service or process approved by Snag.
- (j) These Employer Terms of Use, together with the applicable Sales Order or Website Order and any related Statement(s) of Work prepared by Snag and delivered to Customer in connection with such Sales Order or Website Order, contains the entire agreement and understanding between Customer and Snag. This Agreement may not be modified or amended, except by a writing executed by both parties hereto. The foregoing sentence notwithstanding, Snag and Customer agree that Customer may amend a Sales Order or a Website Order by an email in the form provided by Snag, or through the Snag online portal, as available, to make the following changes: (i) reallocate the budget between Performance Products; (ii) increase the quantity of the Services at the same rate as the rate in this Sales Order, with a corresponding increase in Price; (iii) Change the cost per click rate ("CPC"); (iv) change the budget; and/or (v) extend the campaign end date for Performance Products. Customer and Snag agree that all such amendments sent by email or through the Snag online portal shall be subject to all the terms and conditions of this Agreement and the Sales Order. Customer may add additional locations through the PeopleMatter Services and agrees to pay for such additional locations at the rate indicated in the Sales Order.
- (k). Snag hereby objects to and rejects the inclusion in any purchase order, routine business form, supplier registration site or similar form or website used by the Customer of any pre-printed terms or website terms and conditions that have not been separately negotiated and agreed to in writing by the parties and made a part of this Agreement to the extent that such are inconsistent with or in addition to the provisions of this Agreement.
- (l). No waiver by either party hereto of any term or provision of these Employer Terms of Use or of any default hereunder will affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.