

BULLHORN, INC.

TERMS OF SERVICE

1. IMPORTANT! THE FOLLOWING TERMS OF SERVICE ARE LEGALLY BINDING ON CUSTOMER UPON EXECUTION OF THE BULLHORN MASTER SUBSCRIPTION AGREEMENT. CUSTOMER SHOULD CAREFULLY READ THE FOLLOWING TERMS OF SERVICE BEFORE EXECUTING THE AGREEMENT.

2. Terms of Service

Customer acknowledges and agrees that the following terms of service ("Terms of Service"), which are incorporated by reference into the Bullhorn Master Subscription Agreement (the "Agreement") entered into between Customer and Bullhorn, shall govern Customer's access to and use of the Service. Capitalized terms that are not defined in these Terms of Service will have the meaning given to them in the text of the Master Service Agreement. Unless Bullhorn explicitly states otherwise, any new features that augment or enhance the Service and/or any new service(s) subsequently purchased by the Customer will be subject to the Agreement, including these Terms of Service.

2.1. Internet Access

Customer is responsible for providing all equipment necessary to make (and maintain) a connection to the World Wide Web. Customer understands that DSL, cable, fiber optic, or other high speed Internet connection is required for proper performance of the Service.

2.2. Passwords and Access

Customer shall be responsible for all activities that occur under Customer's User accounts. Customer is responsible to maintain the security and confidentiality of all User usernames and passwords. Bullhorn is entitled to treat all communications that are identified by means of such usernames and passwords as authorized by Customer. Customer shall notify Bullhorn immediately of any unauthorized use of any Service username or password or account or any other known or suspected breach of security.

2.3. Information Required from Customers

Customer shall provide Bullhorn with complete and accurate billing and contact information as Bullhorn may reasonably require by email or written notice. This information shall include Customer's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact, as well as the name, user name and password of the designated Support Contact and the designated Account Contact. Customer agrees to update this information promptly by means of email to accounting@bullhorn.com, and in any case within 30 days, if there is any change. Bullhorn may act and rely on all information and instructions provided to Bullhorn from the designated Account or Support Contact.

2.4. Third Party Software

Customer agrees to use third party software necessary for accessing the Service, including but not limited to "browser" software that supports a data security protocol compatible with the protocol used by Bullhorn and is otherwise compatible with the Service. Until notified otherwise by Bullhorn, Customer agrees to use Bullhorn-specified browser software that supports the Secure Socket Layer (SSL) protocol and to follow logon procedures for services that support such products. Customer agrees that Bullhorn is not responsible for notifying Customer of any errors in or updates, enhancements or fixes to any such software.

2.5. Third Party Providers

Certain third party providers, some of which may be listed on Bullhorn's web site, offer products and services related to the Service, including implementation, customization and other consulting services related to customers' use of the Service and applications (both offline and online) or services that work in conjunction with the Service, such as by exchanging data with the Service or offering additional functionality within the user interface of the Service through the use of the Service's application programming interface. Bullhorn does not warrant any such third party providers or any of their products and services, whether or not such products or services are designated by Bullhorn as "certified", "validated" or the like. Any exchange of data or other interaction between Customer and a third party provider, and any purchase by Customer of any product or service offered by such third party provider is solely between Customer and such third party provider. In addition, from time to time, certain additional functionality (not defined as part of the Service) may be offered by Bullhorn to Customer, for an additional fee, on a pass-through or OEM basis

pursuant to terms specified by the third party licensor and agreed to by Customer in connection with a separate purchase by Customer of such additional functionality. Customer's use of any such additional functionality shall be governed by such terms or by other applicable terms and conditions, which shall prevail in the event of any inconsistency with the terms of the Agreement.

2.6. Links/Third Party Data

The Service may provide, or third parties may provide, links to other World Wide Web or mobile sites or resources. Because Bullhorn has no control over such sites and resources, Customer agrees that Bullhorn is not responsible for the availability of such external sites or resources, and does not endorse and is not liable for any content, advertising, products or other materials on or available from such sites or resources. In addition, Customer agrees that Bullhorn is not responsible for any and all third party information that may be provided to Customer through the Service (e.g., through the integration of the Service with a third party online application or service).

2.7. Transmission of Data

Customer understands that electronic communication is necessary for Customer's use of the Service. Customer consents to Bullhorn's receipt and storage of electronic communications and/or Customer Data and Customer acknowledges that Customer's electronic communications will involve transmission over the Internet and over various other networks that are not owned or operated by Bullhorn. Customer agrees that Bullhorn is not responsible for any electronic communications or Customer Data which are delayed, lost altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned or operated by Bullhorn, including, without limitation, the Internet.

2.8. Bullhorn Support

Bullhorn will make commercially reasonable efforts to promote Customer's successful utilization of the Service by providing Customer with user guides and on-line help, as well as optional and fee-based training classes.

2.9. Suggestions

Bullhorn reserves the right to communicate information to and solicit feedback from Customer and Users from time to time. Bullhorn shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the operation of the Service.

2.10. Certain User Contact Information

Bullhorn reserves the right to use commercially reasonable means to contact users of its service for the purpose of marketing or promoting Bullhorn's offerings of services and products. For this purpose, Bullhorn may, during the Term, solicit contact information from users (such as name, phone, email and mail address information) and may retain such information during and after the Term.

2.11. No Submission of Objectionable Matter

Customer shall not submit to the Service any material that is illegal, misleading, defamatory, indecent or obscene, threatening, infringing of any third party proprietary rights, invasive of personal privacy, or otherwise objectionable (collectively "Objectionable Matter"). Customer will be responsible to ensure that its Users do not submit any Objectionable Matter and will be responsible for actions of its Users. In addition, Bullhorn may, at its option, adopt rules for permitted and appropriate use and may update them from time to time on the Bullhorn website; Customer and Customer's Users will be bound by any such rules. Customer and Customer's Users will comply with all applicable laws regarding Customer Data, use of the Service and the Content, including laws involving private data and any applicable export controls. Bullhorn reserves the right to remove any Customer Data that constitutes Objectionable Matter or violates any Bullhorn rules regarding appropriate use, but is not obligated to do so. Bullhorn reserves the right to remove any personal information of an individual upon request from such individual.

2.12. No Spamming

Customer shall not use the Service to send Unsolicited Commercial Email ("UCE") to any person. For purposes of the Agreement, UCE includes any

email or other electronic communication that is sent by or at the request of Customer to a person with whom Customer has no prior business relationship or who has not consented to receiving the communication, and any other email transmission that violates any law prohibiting the transmission of spam or unsolicited communications.

Without limiting the foregoing restrictions regarding UCE, Customer shall not (a) do anything that has the effect of concealing the identity of Customer or any User sending the email; (b) send or cause to be sent any UCE to a person unless such communication also provides the recipient with a visible and user friendly means of opting out of future communications; or (c) engage in any activity which is reasonably likely to lead to complaints of UCE. Customer agrees to ensure that its Users do not violate the foregoing UCE restrictions. No later than 14 days after receiving a request from Bullhorn, Customer shall provide Bullhorn with the names and contact details of a primary and backup contact who will be responsible for responding to any complaints of UCE. Bullhorn will promptly notify Customer of any complaint that Bullhorn receives from a third party concerning alleged transmission of UCE by Customer. Customer shall investigate the complaint and notify Bullhorn within one business day (or such further period as may be agreed in writing by the parties) of action that Customer has taken in response to the complaint. If the complaint has not been resolved, Customer will provide Bullhorn with written updates of the status of the complaint at such reasonable intervals as may be requested by Bullhorn. Bullhorn reserves the right to remove and/or terminate any transmission of UCE by Customer or its Users; however Bullhorn has no obligation to do so.

3. Ownership and Usage Rights

3.1. Bullhorn Ownership

Bullhorn and its suppliers retain all rights in the Service and Content. The Agreement grants no ownership rights to Customer. No license is granted to Customer except as to access and use the Service as expressly stated in the Agreement. The Bullhorn name, the Bullhorn logo, and the product names, service names, and branding associated with the Service are trademarks of Bullhorn or third parties, and they may not be used without Bullhorn's prior written consent.

3.2. Limited License to Customer Data

Subject to the terms and conditions of the Agreement, Customer grants to Bullhorn a non-exclusive license to use, copy, store, transmit and display Customer Data to the extent reasonable to provide and maintain the Service for Customer's use. Bullhorn will use commercially reasonable security measures to protect Customer Data against unauthorized disclosure or use.

3.3. Confidential Information

The confidentiality provisions set out in the Agreement supersede any prior non-disclosure agreement entered into between the parties.

3.4. Professional Services

Customer may retain Bullhorn to perform professional services ("Professional Services") as the parties may agree upon in writing in the form of a statement of work or work order or other writing ("Work Order") signed by both parties. Bullhorn will use reasonable efforts to carry out the Professional Services stated in the Work Order and to provide any resulting functionality in the Service made available online to Customer and Customer's Users. Unless otherwise agreed in writing, Professional Services and the results thereof are made available "AS IS." Unless otherwise agreed in writing, Professional Services are provided by Bullhorn on a time and materials basis at Bullhorn's then applicable rates and subject to such deposit or advance payment as Bullhorn may require. Invoices for Professional Services are payable within 15 days of invoice date. Maintenance and support of code or functionality created by means of Professional Services will likewise be on a Work Order basis unless otherwise agreed in writing. The code and functionality made or provided under any such Work Order and all interests therein, including copyrights, shall be Bullhorn's property. Access to the results of Professional Services will be available as part of the Service during the Term unless otherwise agreed in writing. Customer agrees that it will communicate with Bullhorn's technical staff through Customer's Support Contact with regard to each Professional Services implementation.

4. Warranties

4.1. Warranty Regarding the Service

Bullhorn warrants that the Service will perform in all material respects to the functionality as described in applicable online user documentation available via Bullhorn's web site. Customer agrees to report material non-

conformities in writing solely through its Account Contact or Support Contact to Bullhorn customer support. Bullhorn will provide, as Customer's exclusive remedy, commercially reasonable maintenance to resolve such non-conformities. Bullhorn's warranty does not extend to third party services or products that are accessed by means of the Service; Bullhorn will, however, make reasonable efforts to request the applicable third parties provide corrections for such products and services.

4.2. Additional Warranties

Each party represents and warrants that it has the legal power and authority to enter into the Agreement. Customer represents and warrants that it has not falsely identified itself nor provided any false information to gain access to the Service and that Customer's billing information is and at all times will be correct.

4.3. Disclaimers

THE WARRANTIES STATED EXPRESSLY STATED IN THIS SECTION 4 ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY BULLHORN. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED BY BULLHORN OR ITS LICENSORS, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. EXCEPT AS EXPRESSLY STATED HEREIN, THE SERVICE AND CONTENT ARE PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ARE FOR COMMERCIAL USE ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES. NEITHER BULLHORN NOR ITS LICENSORS WARRANT THAT USE OF THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED. BULLHORN IS NOT RESPONSIBLE FOR SOFTWARE USE BY CUSTOMER OR USERS OR FOR THE OPERATION OR PERFORMANCE OF THE INTERNET OR ANY OTHER NETWORK.

5. Indemnification

5.1. Bullhorn will defend at its expense, indemnify, and hold Customer harmless from and against all liability to third parties for any settlement amount or final judgment award ("Losses") arising from any third party claim, suit, action, or proceeding brought against Customer arising from the infringement of any copyright, patent, trademark, or misappropriation of a trade secret by the Service or Content (other than that due to Customer Data). In case of such a claim, Bullhorn may, in its discretion, procure a license that will protect Customer against such claim without cost to Customer, replace the Service with a non-infringing Service, or if it deems such remedies not practicable, Bullhorn may terminate the Service and the Agreement without fault, provided that in case of such a termination, Customer shall receive a pro-rata refund of the license fees prepaid for use of the Service not yet furnished as of the termination date. This Section states Customer's sole and exclusive remedies for infringement or claims alleging infringement.

5.2. Customer shall defend at its expense, indemnify, and hold Bullhorn harmless from and against all Losses arising out of or in connection with a claim, suit, action, or proceeding against Bullhorn which arise out of or result from a claim by a third party (i) alleging that the Customer Data or other data or information supplied by Customer infringes the intellectual property rights or other rights of a third party or has caused harm to a third party or (ii) arising out of breach of Section 2.2, 2.11 or 2.12 above.

5.3. In case of any claim that is subject to indemnification under the Agreement, the party that is indemnified ("Indemnitee") shall provide the indemnifying party ("Indemnitor") reasonably prompt notice of the relevant claim. Indemnitor shall defend and/or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under the Agreement. Each party shall cooperate in good faith with the other to facilitate the defense of any such claim and shall tender the defense and settlement of any action or proceeding covered by this Section to the Indemnitor upon request. Claims may be settled without the consent of the Indemnitee, unless the settlement includes an admission of wrongdoing, fault or liability.

5.4. Customer shall defend, indemnify, and hold Bullhorn harmless from any expense or cost arising from any third party subpoena or compulsory legal order or process that seeks Customer Data and/or other Customer-related information or data from Bullhorn, including, without limitation, prompt payment to Bullhorn of all costs (including attorneys' fees) incurred by Bullhorn as a result. In case of such

subpoena or compulsory legal order or process, Customer also agrees to pay Bullhorn for its staff time in responding to such third party subpoena or compulsory legal order or process at Bullhorn's then applicable hourly rates.

6. Limitation of Liability

EXCEPT WITH REGARD TO CUSTOMER'S PAYMENT OBLIGATIONS AND WITH REGARD TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE LICENSE FEES DUE FOR TWELVE (12) MONTH PERIOD MEASURED BY THE MONTHLY PAYMENT OBLIGATION AT THE TIME OF THE EVENT GIVING RISE TO SUCH CLAIM. EXCEPT IN REGARD TO CUSTOMER BREACH OF SECTION 2 OF THE AGREEMENT AND SECTION 2.2, 2.11 OR 2.12 OF THESE TERMS OF SERVICE, IN NO EVENT WILL EITHER PARTY (INCLUDING, AS TO BULLHORN, ITS LICENSORS) BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE).

7. Suspension/Termination

7.1. For Non-Payment

In addition to other applicable remedies, Bullhorn reserves the right to suspend and/or terminate Customer's access to the Service and/or terminate the Agreement, and/or withhold Customer Support and Professional Services, upon 5 days' email notice, if Customer's account becomes delinquent (falls into arrears). Delinquent invoices are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all Bullhorn's expenses of collection or enforcement of the Agreement, including reasonable attorneys' fees and court costs. Customer will be charged all applicable fees, including fees for all Users then authorized, during any period of suspension. Email notice under the Agreement will be deemed given if addressed to the email address currently on file.

7.2. For Ongoing Harm

Customer agrees that Bullhorn may, with commercially reasonable notice to Customer, suspend access Customer's access to the Service if Bullhorn reasonably concludes that Customer is using the Service to engage in denial of service attacks, sending spam or other UCE, or using the Service to engage in illegal activity, and/or Customer's use of the Service is causing immediate, material, and ongoing harm to Bullhorn or others. In the extraordinary event that Bullhorn suspends Customer's access to the Service, Bullhorn will use commercially reasonable efforts to resolve the issues causing the suspension of Service as soon as is reasonably feasible. Customer agrees that Bullhorn shall not be liable to Customer nor to any third party for any suspension of the Service under such circumstances defined in this Section.

7.3. In the Event of Breach

Bullhorn, in its sole discretion, may suspend or terminate Customer's username and password, account, or use of the Service and/or terminate the Agreement if Customer materially breaches the Agreement and such breach has not been cured within 5 business days of notice of such breach.

7.4. Handling of Customer Data In The Event Of Termination

In the event that the Agreement is terminated (for any reason), Bullhorn will make available one (ODBC-compliant) backup of the Customer Data. Customer agrees and acknowledges that Bullhorn has no obligation to retain the Customer Data, and may delete such Customer Data that remains more than 60 days after termination.

8. Modification or Discontinuation of Service

Bullhorn reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In the event that Bullhorn modifies the Service in a manner which removes or disables a feature or functionality on which Customer materially relies, Bullhorn, at Customer's request, shall use commercially reasonable efforts to substantially restore such functionality to Customer. In the event that Bullhorn is unable to substantially restore such functionality with reasonable effort, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the license fees paid under the Agreement for the terminated portion of the Term, to the extent that Customer has paid license fees in advance. Customer acknowledges that Bullhorn reserves the right to discontinue offering the Service at the conclusion of Customer's then-current Term. Customer agrees that Bullhorn shall not be liable to Customer nor to any third party for any

modification of the Service as described in this Section.

9. Modification of Terms of Service

Bullhorn may amend these Terms of Service in its discretion by providing 30 days' advance notice to Customer's Support Contact by any of the means of notice specified in Section 10 below.

10. Notice

Bullhorn may give either (a) as a note on a screen presented immediately after completion of the log in authentication credentials at the log in screen, or (b) by email to the email address provided for the Support Contact or (c) by written communication sent by first class mail or by courier service to Customer's address on record in Customer's account. Such notice will be deemed to have been given upon the expiration of 48 hours after mailing (if sent by first class mail) or 12 hours after sending (if provided by electronic means), or, if earlier, when received. Customer may give notice to Bullhorn (deemed given upon receipt) at any time by any of the following: letter sent by confirmed facsimile to Bullhorn at the following fax number: (208 730-8975); letter delivered by nationally recognized courier service or first class mail to: Bullhorn, Inc. addressed to the attention of: Chief Financial Officer. Bullhorn may, by giving notice, change its applicable address or other contact information.

11. Assignment

The Agreement shall inure to benefit and bind the parties hereto, their successors and assigns. Neither party may assign the Agreement without written consent of the other, except to a related entity or the successor of all or substantially all of the assignor's line of business or assets to which the Agreement relates.

12. Publicity

Customer consents to Bullhorn's disclosure of the fact that Customer is a paying customer of Bullhorn. During the Term, Bullhorn may list Customer's name and logo on Bullhorn's web site.