

JOBVIEW LLC TERMS AND CONDITIONS OF SERVICE:

By signing a Jobview Invoice, Subscription Service Agreement, or other form of agreement provided by Licensor to effect a sale (each, a "Sale Document"), each customer ("you," "your," or "Licensee") of Jobview, LLC ("we," "us," or "Licensor") agrees to these Jobview LLC Terms and Conditions of Service (the "Terms and Conditions" and, together with the Sale Document, the "Agreement") and that the Agreement constitutes the entire agreement between Licensor and Licensee. Any Jobview Sale Document or change order is governed by these Terms and Conditions and all services or goods offered in connection therewith are being rendered exclusively on the basis of these Terms and Conditions; provided, however, that any terms agreed by the Licensor and Licensee in a writing (including additional agreements, amendments and modifications) may take priority over these Terms and Conditions if so specified. By executing a Sale Document, the Customer accepts these Terms and Conditions.

Licensor's acceptance of Licensee's order is expressly made conditional on Licensee's unconditional assent to the Agreement, notwithstanding the provisions contained in any purchase order, acknowledgment, acceptance, any other document of Licensee. In the event the Terms and Conditions conflict with terms in any competitive writing of Licensor, the terms and conditions in the Agreement govern and Licensor objects to any different or additional terms other than those in the Agreement.

1. Grant of Software License. Subject to your continued compliance with the Agreement, Licensor grants you a personal, non-transferable, non-exclusive, revocable license (without the right to sublicense) to access and use Licensor's Jobview Software, including software fixes, patches, new releases, upgrades, new versions, or enhancements thereof (collectively, the "Software"). You shall not (a) sublicense, assign, sell, distribute, commercially exploit, or transfer the Software or any right or obligation under the Agreement; (b) copy, modify, or prepare derivative works based on the Software; (c) rent, loan, lease, or otherwise transfer any right to the Software; (d) translate, reverse engineer, decompile, or disassemble or otherwise alter the Software; or (e) distribute (directly or indirectly) any copy of the Software, in whole or in part, or any direct product thereof to any county, entity, or destination prohibited by the United States government. We are not liable with regard to any Software that you use in a prohibited manner.
2. Provision of Hardware in Connection with the Software. If provided for by a Sale Document, Licensor will also provide certain specified hardware (the "Hardware") to be used in connection with facilitating access to the Software. Licensee represents and warrants that it will take reasonable safety precautions to supervise use of the Hardware and Software by end users.
3. Term. The term of Licensor's subscription will be as set forth in the Sale Document. The Agreement remains effective until terminated. Upon termination of the Agreement, you will promptly delete the Software and all copies or portions thereof and the Hardware will be returned to Licensee. Licensor has the right to terminate this Agreement in the event Licensor's invoices are not paid in a timely manner. Notwithstanding anything to the contrary, the terms and conditions of the Agreement will continue to apply for so long as we continue to provide the Hardware and/or Software to you after the expiration of the Agreement.
4. Ownership and Use. Licensor and/or its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, "Licensor Property"): (a) the Software and all other software, hardware, technology, documentation, and information provided by Licensor in connection with the Software; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by Licensor during its performance under the Agreement; (c) the Hardware; and (d) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (a) through (c) above. Except as otherwise expressly authorized herein or by Licensor in writing, the non-exclusive use rights set forth in the Agreement are the entirety of your rights in connection with the Licensor Property. The Agreement is not a sale of the Software or Hardware or any copy or part thereof, and you will have no title to or ownership in the Software or Hardware, or any copies or part thereof. You acknowledge that copyright law (including international treaties, and other laws protecting intellectual property) protects the Software. If you are ever deemed to be the owner of any copyright or other proprietary rights in the Software or Hardware or any changes, modifications, or corrections to the Software or Hardware, then you irrevocably assign to Licensor all such rights, title, and interest. Title to and ownership of all other computer software, programs, data, hardware, and proprietary information of Licensor supplied to you by Licensor in connection with the Agreement, and all copies of all or any portion thereof, and the underlying proprietary and intellectual property rights, will remain vested in Licensor at all times. Pricing for the use of the Software and Hardware is as described in the applicable Sale Document.

5. Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND HARDWARE IS PROVIDED AND LICENSED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT GUARANTEE THAT THE USE OF THE SOFTWARE OR HARDWARE WILL NOT BE INTERRUPTED OR ERROR FREE.
6. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, NEITHER PARTY WILL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THE AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE 12 MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.
7. Indemnity. TO THE EXTENT LEGALLY PERMISSIBLE, YOU HEREBY AGREE TO PROTECT, INDEMNIFY, DEFEND, AND HOLD HARMLESS LICENSOR FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND LIABILITIES (INCLUDING ATTORNEYS' FEES AND COSTS) ARISING FROM OR IN ANY WAY RELATED TO THE USE OF THE SOFTWARE AT YOUR FACILITY(S).
8. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Grant of License" and "Ownership and Use," would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party will be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.
9. Force Majeure. Either party may be excused from performance under the Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party will use reasonable efforts to remove such causes of non-performance.
10. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and the Agreement will not be construed so as to create such status. The rights, duties, and obligations contained herein will operate only between the parties and will inure solely to their benefit. The provisions of the Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone will have any legal or equitable right to seek to enforce the Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of the Agreement, or to bring an action for the breach of the Agreement.
11. Miscellaneous. The Agreement will be governed by and construed in accordance with the laws of Texas. No waiver by either party of any event of default under the Agreement will operate as a waiver of any subsequent default under the terms of the Agreement. If any provision of the Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions will remain unaffected. The Agreement will be binding upon and inure to the benefit of Licensor and Licensee and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign the Agreement without the prior written consent of the other party. Each signatory to the Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute the Agreement, to bind his or her respective party, and to authorize the installation and operation of the Software and Hardware. Licensor and Licensee each will comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under the Agreement and otherwise in their operations. Nothing in the Agreement will be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Licensee and Licensor. The Agreement cannot be modified orally and can be modified only by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of the Agreement, will survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration). The Agreement constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.