Handshake

HANDSHAKE ACCESS
TERMS AND CONDITIONS

The following Handshake Access Terms and Conditions (these "**Terms and Conditions**"), together with the applicable Order Form entered into by and between you ("**Employer**") and Stryder Corp. dba "Handshake", a Delaware corporation ("**Handshake**", and together with Employer, each a "**Party**" and collectively the "**Parties**"), form an agreement (this "**Agreement**") by and between Handshake and Employer regarding Employer's use of one or more of the Handshake cloud-based services set forth on the Order Form (the "**Paid Services**"). In the event of a conflict between the Order Form and these Terms and Conditions, the Order Form shall control.

1. **Services.** Handshake shall offer Employer, during the Term, one or more of the Paid Services, as set forth on the Order Form, to enhance the functions of the user-facing application commonly known as "Handshake." In the event that Employer elects to add or change the Paid Services provided under this Agreement, the Parties may execute additional Order Forms to describe any such additions or changes and additional fees associated therewith, if any. From time to time, Handshake reserves the right to release updates to or upgrades of the Paid Services, including new versions of the Paid Services, and to otherwise change or discontinue any aspect or feature of the Paid Services. Changes may not be consistent across all platforms and devices; provided, however, changes to the Paid Services will not materially reduce the level of performance, security, or availability of the Paid Services during the Term.

2. **Fees & Payment.** As consideration for the Paid Services, Employer shall pay the Subscription Fee set forth in the Order Form, subject to the terms of these Terms and Conditions. The Subscription Fee shall be paid according to the Payment Terms, as set forth in the Order Form. The Subscription Fee may be paid by check, ACH or another form of payment mutually acceptable to the Parties. Employer shall be responsible for the payment of any and all taxes of any kind accruing to Employer for funds paid or services received under this Agreement.

3. **Usage Limits.** Employer shall generate credentials for, and allow use of the Paid Services by, only its employees, agents, or representatives, per the total permitted number of Recruiter Seats and Administrator Seats (each a "**Seat**") as set forth in the Order Form (collectively, "**Authorized Users"**). Employer may not encourage or allow the sharing of Seats between individuals. Each Seat provided for under an Order Form shall only be associated with one Authorized User at a time. Employer is solely responsible for any actions taken by its Authorized Users, and agrees to make such users aware of the acceptable use guidelines set forth in the Handshake Terms of Service ("**ToS**"). Employer shall use the Paid Services solely to advertise employment opportunities with Employer and to solicit Handshake student users to apply for and accept such opportunities (the "**Purpose"**). Employer shall not use the Paid Services to recruit students for paid learning programs.

4. **Data Restrictions.** Employer agrees that, absent the specific written consent of Handshake, it shall use any and all data contained in the Paid Services or accessible in connection therewith ("**Handshake Data "**), including data concerning Handshake student users or university partners, solely for the Purpose. Except to the extent Employer's use is necessary to fulfill the Purpose: (i) nothing contained herein shall be construed to convey any intellectual property rights in Handshake Data to Employer; and (ii) Employer shall not use, sell, or disclose Handshake Data for data analytics, data monetization, advertising, marketing or any other purpose other than the Purpose, even if such Handshake Data is aggregated or de-identified.

5. **Term & Termination.** The initial term of this Agreement shall begin on the Order Start Date and continue until the Order End Date, as set forth in the Order Form (the "**Initial Term**"). Unless either Party has given written notice of its intent not to renew this Agreement as provided below, upon the expiration of the Initial Term or any Renewal Term (as defined below), this Agreement will automatically renew for subsequent annual terms of twelve (12) months each, unless otherwise agreed to between the parties (each, a "**Renewal Term"**, and together with the Initial Term, the "**Term"**) ; provided, however, all fees set forth in an Order Form, including, without limitation, any Subscription Fee, shall increase by eight percent (8%) upon the start of each Renewal Term, unless a greater increase is agreed to between the parties. This Agreement may be terminated: (i) by mutual consent of the Parties; (ii) by either Party if the other Party commits a material breach of this Agreement that is not capable of remedy; (iii) by either Party if the other Party fails to cure any material breach that is capable of remedy within thirty (30) days of being notified in writing of such material breach; (iv) by either Party if the other Party commences a voluntary or involuntary case in bankruptcy or similar proceeding or makes an assignment of all or substantially all of its assets for the benefit of creditors; or (v) by either Party by providing not less than 30 days' written notice of such Party's intent to terminate at the end of any then-current Term. Upon termination of this Agreement, Employer shall be obligated to make any payments then owing to Handshake for any Paid Services received prior to the effective date of termination. The provisions of this Agreement relating to Confidential Information, Term and Termination, Limitation of Liability, Indemnification and the "General" section of this Agreement shall survive any termination or expiration of this Agreement.

6. **Confidentiality.** The Parties acknowledge that during the course of the transactions contemplated by this Agreement, one Party (the "**Disclosing Party"**) may find it necessary or appropriate to share Confidential Information (as defined below) with the other

Party (the "**Receiving Party"**). The Receiving Party will: (i) not use the Disclosing Party's Confidential Information except for the exercise of its rights or performance of its obligations hereunder; (ii) not disclose such Confidential Information to any party, other than its employees and consultants who have a "need to know" in order for the Receiving Party to exercise its rights or perform its obligations hereunder; and (iii) use at least reasonable measures to protect the confidentiality of such Confidential Information. If the Receiving Party is required by law to make any disclosure of such Confidential Information, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation to the Disclosing Party in seeking to obtain such protection. Information will not be deemed Confidential Information hereunder if such information: (1) is known or becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party prior to receipt from the Disclosing Party from a source other than one having an obligation of confidentiality to the Disclosing Party; (2) becomes publicly known, except through a breach hereof by the Receiving Party; or (3) is independently developed by the Receiving Party without any use of the Disclosing Party's Confidential Information. "**Confidential Information"** means any information provided by one Party to the other Party and concerning such disclosing Party's business or operations including, but not limited to, all tangible, intangible, visual, electronic, now-existing or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs, code, and know-how; (d) business information, including operations, planning, marketing interests, and products; (e) the terms of this Agreement and any other potential agreement between Employer and Handshake and the discussions, negotiations and proposals related to such potential agreement; and (f) all other information which would, due to the nature of the information disclosed or the circumstances surrounding such disclosure, appear to a reasonable person to be confidential or proprietary.

7. **Intellectual Property.** As between Handshake and Employer, the Paid Services and all intellectual property rights therein (the "**Paid Services IP"**) made available to Employer pursuant to this Agreement are and will at all times remain the sole and exclusive property of Handshake and are protected by applicable intellectual property laws and treaties. Employer acknowledges Handshake's ownership of the Paid Services IP and agrees that it will do nothing inconsistent with such ownership, including but not limited to challenging Handshake's title to the Paid Services IP, opposing any registration thereof, or challenging the validity of this Agreement with respect thereto. Employer will not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, techniques, processes, algorithms, or know-how contained in the Paid Services, except solely to the extent required to be permitted under applicable laws. Nothing in this Agreement shall give Employer any right, title or interest in the Paid Services IP other than the right to use the Paid Services in accordance with this Agreement.

8. **Limitation of Liability.** EXCEPT FOR LIABILITIES ARISING UNDER SECTION 9 (INDEMNIFICATION), OR BREACHES OF CONFIDENTIALITY OBLIGATIONS (SECTION 6) (COLLECTIVELY, THE "**EXCLUDED ITEMS"**), TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING THOSE ARISING AS A DIRECT OR INDIRECT RESULT OF THE ACTIONS OF A PARTY OR ONE OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, PARTNERS, OR CONSULTANTS WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE EXCLUDED ITEMS, EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ANY DAMAGES CLAIM REGARDING THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE AMOUNT PAID BY EMPLOYER TO HANDSHAKE HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE AN ESSENTIAL ELEMENT OF THIS AGREEMENT BETWEEN THE PARTIES AND THAT IN THEIR ABSENCE THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

9. **Indemnification.** Each party (an "**Indemnifying Party"**) shall indemnify and defend the other Party (an "**Indemnified Party"**) and its trustees, officers, directors, employees, agents and affiliates from and against any and all third party claims, demands, suits, fees, judgments, damages, losses, costs and expenses (collectively, "**Claims"**), including reasonable attorneys' fees and costs incurred in responding to such Claims, that the Indemnified Party may suffer or incur proximately caused by: (i) Indemnifying Party's gross negligence or willful misconduct; (ii) Indemnifying Party's breach of this Agreement or violation of any applicable law; or (iii) content or services provided to the Indemnified Party by the Indemnifying Party infringing or violating any patent, copyright, trademark, or other intellectual property right of a third party or misappropriating any trade secret, provided that no indemnification shall be available in the case of this clause (iii) to the extent the infringement is caused by: (x) the use of the content or services in combination with other products or services in a way not contemplated by this Agreement, if the infringement would not have occurred but for such combination or (y) an alteration or modification of the content or services not directed or provided by or with the consent of the Indemnifying Party, if the infringement would not have occurred but for such alteration or modification. If any portion of the Paid Services becomes, or in Handshake's opinion is likely to become, the subject of a claim of infringement, Handshake shall, at Handshake's option, either: (A) procure for Employer the right to continue using the Paid Services; (B) replace the Paid Services with non-infringing services which do not materially impair the functionality of the Services; or (C) modify the Paid Services so that they become non-infringing. If the foregoing options are not available on commercially reasonable terms and conditions, Employer shall have the option to terminate this Agreement.

10. **Indemnification Procedure.** In the event of any claim for indemnification hereunder, the Indemnified Party shall promptly notify Indemnifying Party in writing of any such Claim and shall cooperate with the Indemnifying Party at the Indemnifying Party's sole cost and expense. The Indemnifying Party shall control the defense and investigation of the Claim and shall employ counsel of its choice that is reasonably acceptable to the Indemnified Party to handle and defend the Claim, at the Indemnifying Party's sole cost and expense. The Indemnifying Party shall not settle any Action in a manner that adversely affects the Indemnified Party's rights without the Indemnified Party's prior written consent, not to be unreasonably withheld. The Indemnified Party's failure to perform any obligations under this Section shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the

Indemnifying Party can demonstrate that it has been materially prejudiced as a result of the failure. The Indemnified Party may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

11. **No Warranties.** HANDSHAKE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, (EITHER IN FACT OR BY OPERATIONS OF LAW) BY STATUTE OR OTHERWISE, TO EMPLOYER, ANY END-USER, OR ANY OTHER PARTY WHATSOEVER. HANDSHAKE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SECURITY, NON-INFRINGEMENT AND THOSE WARRANTIES ARISING OUT OF THE COURSE OF DEALINGS OR USAGE IN TRADE. HANDSHAKE DOES NOT WARRANT THAT ANY PAID SERVICES WILL BE SECURE OR UNINTERRUPTED. HANDSHAKE HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON EMPLOYER'S USE OF THE SERVICES. Notwithstanding the foregoing, Handshake will provide customer support for use of the Paid Services over the phone or email as expressly described in this Agreement.

12. **Reference and Feedback.** Employer agrees to be identified as a user of the Handshake Paid Services in marketing materials, and provided as a reference to other companies considering purchasing the Handshake Paid Services. Employer agrees that Handshake may transmit surveys about product efficacy and/or requests for feedback to Employer's authorized representative from time to time, and that any feedback submitted to Handshake in connection with such surveys shall become the property of Handshake.

13. **General.**

    a. **Independent Contractors.** Each Party agrees that it is an independent contractor, and that no joint venture, partnership, employment or agency relationship exists between the Parties as a result of this Agreement.

    b. **Notices.** All notices, requests, consents and other communications which are required or permitted under this Agreement shall be in writing, and shall be delivered personally or mailed by certified or registered mail, postage prepaid, return receipt requested (in which case the same shall be deemed given three business days after mailing), or sent by email or fax (in which case it shall be deemed given on the next business day after it is transmitted), at the addresses set forth in the Order Form.

    c. **Entire Agreement.** This Agreement, together with the Order Form and ToS as referenced herein, sets forth the entire and final agreement between the Parties hereto regarding the subject matter of this Agreement, superseding all prior or contemporaneous discussions and other written and oral communications, agreements or contracts of any kind. Each Party acknowledges that it has consulted with or had the opportunity to consult with counsel of its choice, and that in executing this Agreement it has not relied upon any statements, representations or agreements other than those expressly contained herein. In the event of a conflict between the ToS and these Terms and Conditions, these Terms and Conditions shall control.

    d. **Amendments.** This Agreement may not be modified or amended except by an instrument in writing signed by both Parties.

    e. **No Third Party Beneficiary.** No person other than the Parties hereto will be entitled to any of the benefits of this Agreement or be deemed to acquire any rights hereunder.

    f. **Severability.** In the event any one or more of the terms or provisions contained in this Agreement or any application thereof has been or will be declared by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, then (i) such term or provision shall be adjusted or limited to the minimum extent necessary to cure such invalidity or unenforceability and (ii) the validity, legality and enforceability of the remaining provisions of this Agreement or any application thereof will not in any way be affected or impaired.

    g. **Force Majeure.** Neither Party shall have any obligation to perform or liability of any kind whatsoever under this Agreement, to the extent prevented, hindered or caused by an act of God, earthquake, fire, riot, labor disturbances, accident, war, terrorism or the acts of any government or any causes beyond the reasonable control of such Party.

    h. **Assignment.** Employer may not assign this Agreement or any rights hereunder, whether by assignment, transfer or otherwise, without the prior written consent of Handshake in each instance, which consent may be given or withheld in Handshake's sole discretion. Notwithstanding the foregoing, either Party may assign this Agreement without such consent (i) to any subsidiary or parent company of such Party, (ii) to any successor by way of merger, consolidation or other corporate reorganization of such Party or (iii) in connection with the sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.

    i. **Breach and Waiver.** No waiver of any breach of this Agreement will (a) be effective unless it is in a writing which is executed by the Party charged with the waiver, or (b) constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers will be strictly construed. No delay in enforcing any right or remedy as a result of a breach of this Agreement will constitute a waiver thereof.

j. **Governing Law & Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. Employer agrees that, upon Handshake's request, all disputes arising hereunder shall be adjudicated in the state and federal courts having jurisdiction over disputes arising in Delaware, and Employer hereby consents to the personal jurisdiction of such courts.

k. **Counterparts.** This Agreement may be executed in counterparts, each of which will constitute an original of this Agreement, and both of which together will constitute one and the same Agreement. Facsimile and electronic (including.pdf) signatures will be deemed to be originals hereunder.

[Remainder of page intentionally left blank]