

Prevue Standard Terms of Supply

Thank you for choosing to use Prevue Assessments and your PrevueOnline/PrevueHub Account. These Standard Terms of Supply constitute an agreement between you and Prevue HR Systems Inc. (referred to as "Prevue," "we," or "our") that describes your rights and obligations relating to the use of Prevue Assessments and your Account at PrevueOnline/PrevueHub. You should read this entire Agreement because the terms and conditions of use are important and create a legal agreement that applies to you.

1. Interpretation of this Agreement

1.1 Definitions: The following definitions will apply:

- a. "Account" means the account that Prevue or a Distributor opens for you at PrevueOnline/PrevueHub where you can administer Prevue Assessments to candidates, develop or select Prevue Benchmarks, generate Prevue Reports and manage your Candidate data;
- b. "Account Data" means all Candidate information, Prevue Assessments results, and position information that you create and save in your Account;
- c. "Agreement" means this agreement made between you and Prevue;
- d. "Candidate" means any job applicant or employee whom you invite to take any of the Prevue Assessments;
- e. "Distributor" means an authorized Prevue Distributor appointed by Prevue with authority to open and support Accounts at PrevueOnline/PrevueHub;
- f. "License" means an unlimited use license granted to you under section 4.1 of this Agreement;
- g. "Pay-Per-Use Account" means an Account that requires a user to purchase Prevue Credits and use those credits to activate Prevue Benchmarks and obtain Prevue Reports for Candidates who are invited by the user to take any of the Prevue Assessments;
- h. "Prevue Assessments" means any one or more of the Prevue Abilities Assessments, the Prevue Occupational Interests Assessment, and the Prevue Personality Assessments;
- i. "Prevue Benchmark" is the profile of a preferred candidate for a particular position represented by the desired range of scores on each of the scales of the Prevue Assessments;
- j. "Prevue Credits" means the currency used in PrevueOnline/PrevueHub for assessing candidates, activating Prevue Benchmarks, and ordering Prevue Reports through a Pay-Per-Use Account;
- k. "PrevueOnline/PrevueHub" means the website at www.prevueonline.com or www.prevuehub.com where you can administer Prevue Assessments to your Candidates and manage your Candidate Data;

- l. "Prevue Property" means all websites, software, tools, URLs and links, psychometric assessments, surveys, databases, designs, algorithms, user interface designs, architecture, class libraries, objects and documentation, network-design, know how, technology and source code and all derivatives thereof, that are created or owned by Prevue, whether pre-existing or created during the term of this Agreement together with: (i) any improvements, modifications, upgrades or other changes thereto; and (ii) all intellectual property rights therein.
- m. "Prevue Reports" means all reports that can be generated from PrevueOnline/PrevueHub from the use of Prevue Assessments;
- n. "Services" means an Account, a License, Prevue Credits, Prevue Assessments, Prevue Reports, all other information, documents, and reports available to you through PrevueOnline/PrevueHub and any testing or other services that Prevue has agreed to supply to you;
- o. "Unlimited Use Account" means an Account that is designated by Prevue for unlimited use of Prevue Assessments by a user under a License;

1.2 Headings: Any heading, caption, or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

2. Scope of Agreement

2.1 Services Covered by this Agreement: Your use of the Services (including the Account) is subject to the terms of this Agreement and any other agreement made between you and Prevue for the purchase and use of Services. Unless otherwise agreed in writing with Prevue, your agreement for use of the Services will always include, at a minimum, the terms set out in this Agreement. In the event of a conflict between the terms of this Agreement and the terms of any other written agreement between you and Prevue, the terms of this Agreement will prevail.

2.2 Prevue Distributor: Where the Services are provided by or through a Distributor with whom you do business, this Agreement will apply notwithstanding the Services are provided in whole or in part by the Distributor.

2.3 Your Acceptance of This Agreement: By using or accessing the Services, you agree to abide by this Agreement without modification by you. If you don't agree, then do not use the Services. If you are entering into the Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to the terms of this Agreement; and in such event, "you" and "your" as used in this Agreement will refer to such entity. If you

do not have such authority, or if you or such entity do not agree to the terms and conditions of this Agreement, you may not use the Services.

2.4 Amendments to This Agreement: Prevue may change the terms of this Agreement at any time on a minimum of 30 days' notice. When changes are made, Prevue will notify you through the user interface in your Account, in an email message, or through such other means as Prevue considers reasonable. If you use the Services after the date the change becomes effective, you consent to the changed terms. If you don't agree to the changes, you must stop using the Services.

3. Supply of Account

3.1 Account Set-up: Prevue or a Distributor has established and will maintain an Account for you at PrevueOnline/PrevueHub with log-in rights to enable you to set-up positions, administer Prevue Assessments to Candidates, generate Prevue Reports, develop and use Prevue Benchmarks, and control and manage Candidate and position data.

3.2 Type of Account: When the Account is established it will be identified as one of two types:

- a. A Pay-Per-Use Account where you can purchase and use Prevue Credits for assessing candidates, requisitioning Prevue Reports for candidates, and activating Prevue Benchmarks for your positions; or
- b. An Unlimited Use Account where you can assess and requisition Prevue Reports for an unlimited number of Candidates and develop an unlimited number of Prevue Benchmarks for your positions during the term of the License.

3.3 Account Information: You are responsible for keeping your Account log-in information and passwords confidential, and you are responsible for all activity that occurs in your Account. You can use your Account to gain access to other Prevue products, websites, or services (such as Prevue APS). If you do so, the terms and conditions for use of those products, websites, or services will apply to your use of those products, websites, or services in addition to the terms of this Agreement.

4. Account License

4.1 Grant of License: Where you are supplied with an Unlimited Use Account, Prevue grants you a non-exclusive, non-assignable, unlimited use license (the "License") to use the Services to assess an unlimited number of Candidates who are in your employ or apply for job openings in your organization during the initial term of the License and each renewal of the License, provided you do not directly or indirectly use the Services to develop or assist in developing any competing Services.

4.2 License Term: The License is an annual license (unless otherwise agreed upon in writing by Prevue) that commences on the date agreed upon by you and Prevue and continues for an initial term of one year. The License will automatically renew for successive one-year terms as provided in section 4.4 of this Agreement.

4.3 License Fee: The fee for the annual License is collected and charged in advance and is based on the number of persons in your employ at the date of commencement of the License and each renewal of the License as agreed upon between you and Prevue or a Distributor. The License fee on each renewal will be equal to the fee for the immediately preceding one-year term unless the number of persons in your employ changed or unless Prevue or a Distributor has given you at least 30 days prior notice of a fee increase. If Prevue has agreed to accept payment of the annual license fee in monthly or other periodic payments, any default in payment of any periodic payment renders the entire unpaid balance of the license fee at once due and payable.

4.4 Automatic Renewal: Provided that automatic renewals are allowed in your country, province, or state, we'll inform you by email before automatically renewing any License granted to you. Once we have informed you that your License will be automatically renewed, we may renew the License and charge you the then current price for the renewal term. We'll also remind you that we'll bill your chosen payment method for the License renewal, whether it was on file on the renewal date or provided later. You must cancel the Services 30 calendar days before the renewal date to avoid being billed for the renewal.

4.5 Cooling Off Period: When you request a Service from us, you agree that we may begin to provide the Service immediately. You won't be entitled to a cancellation or "cooling off" period, except if the law in your jurisdiction requires a cooling off period.

4.6 License Termination: The License and the supply of the Services will terminate on the earlier of: (i) the expiration of any annual term of the License if you have given written notice to Prevue that you do not want to renew the License as provided in section 4.4; or (ii) the date which is 10 days after Prevue has given you written notice to cure a breach of any of the provisions, terms and conditions of this Agreement, if you have not then cured such breach. Upon termination, Prevue will be entitled to close the Account.

5. Fees & Charges

5.1 Invoices: You will be invoiced for any Prevue Credits or other Services you purchase or for any License granted to you for an Unlimited Use Account, and you agree to pay those charges in the currency and within the time specified in the invoice. Prevue may suspend or close the Account if payment is not made on time. Suspension or closure of the Account for non-payment could result in a loss of access to and use of your Account and Account Data.

5.2 Sales Taxes. The price for any Services (including any License) is exclusive of all applicable federal, state, provincial, or local sales or value added taxes or levies and such taxes or levies will be added to the price for the Services you purchase.

5.3 Payment Method: To pay the charges for any Services provided by Prevue, you'll be asked to provide a method for payment of invoices at the time you sign up for those Services. You agree to keep your billing information current at all times.

5.4 Price Changes: We may change the prices for the Services at any time and will notify you by email at least 30 days before the price change takes effect. If there is a fixed term and price for any of your current Service offer (such as a License) at the time notice is given of a price change, that price change will not become effective until the end of the term of your current Service offer.

5.5 Refund Policies: Unless otherwise provided by law in your jurisdiction, all purchases are final and non-refundable.

5.6 Late Payments: A late payment fee of 1.5% per month will be charged on overdue invoices. You must also pay for all reasonable costs we incur to collect any past due amounts including reasonable lawyers' fees and other legal fees and costs.

6. Provision of Services

6.1 User Covenants: You acknowledge and agree that:

- a. Comply with Guidelines: You will comply with all guidelines, manuals, directives, or other publications that are posted in PrevueOnline/PrevueHub that relate to the use of your Account, Prevue Assessments, or other Services.
- b. Use of Services: You will use the Services only for purposes that are permitted under: (i) the terms of this Agreement; and (ii) any applicable law, regulation, or generally accepted practices or guidelines in the jurisdictions in which you conduct business.
- c. No Interference: You will not engage in any activity that interferes with or disrupts the Services or the servers and networks that are connected to the Services.
- d. Research Data: You authorize Prevue to use your Assessment Data, including the results of surveys and other information stored in your Account (herein together referred to as "Research Data") for assessment validation, developing norms and generally for conducting research. Prevue will only use Research Data in anonymous form and will not include any information identifying the organization you are associated with or any identifiable individual as the source of the Research Data. Access to Research Data will be restricted to only those individuals directly involved in research related to Prevue products and/or services.

6.2 Prevue Covenants: Prevue acknowledges and agrees:

- a. Confidentiality: To maintain the confidentiality of all Account Data you develop in your Account.
- b. Privacy: To protect the privacy of any personal information of individuals (whether your employees or otherwise) that you create or collect in your Account in accordance with the Prevue Privacy Policy that is set out in PrevueOnline/PrevueHub.
- c. Indemnity: Notwithstanding any other term of this Agreement, to indemnify and hold you and your officers, directors, employees, and agents harmless from and against any and all claims, demands, cause of action, losses, proceedings, damages, expenses, and judgments arising out of any claim or allegation that any part of the Services, including your use of the Account and Prevue Assessments infringes any third party intellectual property rights. This indemnity is conditional upon you: (i) providing us prompt written notice of any claim regarding any actual or alleged infringement; (ii) cooperating with our reasonable requests for information or other assistance; (iii) granting control of the defense of any such claim or allegation to us; and (iv) not settling or making any offer to settle any such claim or make any admission of guilt or fault without first obtaining our prior written approval.
- d. Representation and Warranty: Prevue represents and warrants that it is authorized to sell and deliver the Services to you and has all the requisite capacity, power, and authority to execute, deliver, and perform all its obligations under this Agreement.

6.3 Limitation of Liability: You understand and agree that except as expressly otherwise provided in section 6.2(c) Prevue's liability is limited to termination of use of the Account by you. To the extent not prohibited by applicable law, Prevue is not liable for any direct, indirect, incidental, special, consequential, punitive, exemplary, or other type of damages, including but not limited to, damages for loss of use, revenue, profits, goodwill, data, contracts, electronically transmitted orders, or other economic advantage (even if Prevue has been advised of the possibility of such damages), however caused and regardless of the theory of liability, whether in contract (including fundamental breach), tort (including negligence), or otherwise arising out of, or related to:

- a. Your use or inability to use the Services;
- b. The cost of procurement of substitute goods and services to replace the Services;
- c. Unauthorized access to or alteration of your Account Data;
- d. Any other matter relating to the Services, including materials or content you may download, use, modify, or distribute from PrevueOnline/PrevueHub.
- e. You have the sole responsibility for adequate protection and backup of your Account Data and will not make a claim against Prevue for lost data, re-run time, inaccurate output, work delays, or lost profits resulting from the use of the Account.

6.4 Access to Services: You acknowledge that the Services are delivered via online systems and your access to the Services is dependent on third parties. You agree that Prevue will not have any liability to you for any losses you may suffer resulting directly or indirectly from:

- a. Failures of performance on the part of Prevue's internet service provider;
- b. Failure of Prevue's equipment or the equipment of third parties;
- c. Reasons related to Prevue's provision of scheduled system upgrades or maintenance;
- d. Any security breach of Prevue's system unless such breach is shown to be the result of Prevue's gross negligence.

6.5 Disclaimer of Warranties: You expressly understand and agree that except as provided in section 6.2(d):

- a. PrevueOnline/PrevueHub and the Account are provided on an "as is" and "as available" basis. Your use of PrevueOnline/PrevueHub, the Account, or other Services is at your own risk.
- b. Prevue disclaims all warranties of any kind whether express or implied, including but not limited to, the implied warranties of merchantability or fitness for a particular purpose.
- c. Prevue makes no warranties regarding the accuracy, reliability, quality, or availability of the Services.
- d. No advice or information obtained from Prevue or PrevueOnline/PrevueHub, whether written or oral, will create any warranty not expressly stated in this Agreement.
- e. Prevue makes no warranty or representation that: (i) the Services will meet your requirements; (ii) the Services will be uninterrupted, timely, secure, or error-free; and

(iii) the quality of any of the Services obtained by you through PrevueOnline/PrevueHub will meet your expectations.

6.6 Managing Content & Communications: Prevue has the right, at its sole discretion, to alter or remove user content from PrevueOnline/PrevueHub (including the Account) and to restrict, suspend, or terminate access to your Account, at any time in order to protect itself and other users from possible claims or to comply with legal requirements. Prevue may, but is not obligated to, monitor or review any areas of PrevueOnline/PrevueHub where you develop, collect, transmit, or post information. To the maximum extent permitted by law, Prevue will have no liability relating to Account Data arising under the laws of copyright, libel, privacy, or otherwise.

7. Propriety Rights

7.1 Prevue Ownership: You acknowledge and agree that Prevue owns all legal right, title, and interest in and to the Services and the Prevue Property, including any intellectual property rights that subsist in the Services and the Prevue Property (whether those rights happen to be registered or not and wherever in the world those rights may exist). You acknowledge further that you do not acquire any ownership rights by using the Account or other Services or by being granted the licenses referred to sections 4.1 and 7.2 of this Agreement.

7.2 Use of Services: Unless Prevue has agreed otherwise in writing with you, nothing in this Agreement gives you a right to:

- a. Use any of Prevue's trade names, trademarks, service marks, logo, domain names and other distinctive brand features;
- b. Modify, reproduce, duplicate, copy, license, sell, trade or resell the Services for any purpose.
- c. Modify, reverse engineer, or create derivative works from any of the Services.
- d. Use the Services or any of the Prevue Property to develop or assist others to develop any products or services that would compete with any products or services offered by Prevue

7.3 Intellectual Property Notices: You agree that you will not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the Services.

8. Miscellaneous

8.1 Entire Agreement: These Standard Terms of Supply, together with any other written agreement between you and Prevue, including any order form or proposal submitted by Prevue that you have accepted, govern the license and use of the Services that Prevue has agreed to supply to you.

8.2 Governing Law: This Agreement will be governed and interpreted according to the laws of the Province of British Columbia, Canada.

8.3 Dispute Resolutions: All disputes arising out of or in connection with this contract will be referred to and finally resolved by arbitration under the International Commercial Arbitration Rules of Procedure of the British Columbia International Commercial Arbitration Centre ("BCICA"). The appointing authority will be the BCICA. The case will be administered by the BCICA in accordance with its Rules. The place of arbitration will be Vancouver, British Columbia, Canada.

8.4 Other: In the event that any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Failure of any party to insist upon strict compliance with any of the terms and conditions of this Agreement will not be deemed a waiver or relinquishment of any similar right or power at any subsequent time.