

ThirdPool General Terms and Conditions

1. THE THIRDPOL SERVICES. Customer appoints ThirdPool as supplier of the ThirdPool Services. The services include the use of the HiringCenter™ software, associated reports, documents, electronic files, and all ThirdPool consulting and facilitations.

2. LICENSE. Subject to the terms and conditions set forth herein, ThirdPool grants Customer a limited, nonexclusive, nontransferable right and license during the term of this Agreement to access and use and allow its employees, associated independent contractors, and employment candidates to access and use ThirdPool's web sites and applications for the purposes of receiving ThirdPool Services. These websites and any software thereof (the "Software") are protected under copyright, trade secret and other intellectual property laws. Customer may not sublicense, reproduce, distribute, market, sell, transfer, disclose, translate, modify, disassemble, or reverse engineer the Software or its documentation or create derivative works based on any portion of the Software or its documentation, or obtain possession of any source code or other technical material relating to the Software. Customer shall not remove, alter, or obscure any copyright notice(s) or proprietary legend(s) contained on the Site or any reports or other materials provided to Customer hereunder.

3. CODE OF ETHICS. Customer agrees to adhere to the following principles of conduct ("Code of Ethics"), which will survive the duration of this Agreement and shall remain in effect with regard to all the ThirdPool Services furnished to the Customer. Customer also agrees to accept full responsibility for the conduct of its subsidiaries, agents, clients or other entities operating in conjunction with or on Customer's behalf as it pertains to the ThirdPool Services and the Code of Ethics. Customer shall indemnify and hold ThirdPool harmless from liability, actual monetary damages, excluding consequential damages, and expense for any claim or matter deriving from non-compliance with the Code of Ethics.

The ThirdPool Services and its interpretations will not be used as the sole cause for hiring, transferring, or promoting a candidate for hire, transfer or promotion since the ThirdPool Services are designed to complement the interview, reference checks and other sound hiring practices.

The ThirdPool Services will be treated as confidential material, and as such, individuals' reports will not be further analyzed, interpreted, discussed or revealed except with the individual who is the subject of the report and/or with other Customer employees or agents on a "need to know" basis. Customer accepts full responsibility for the confidentiality of reports and interpretations retrieved by the Customer via any means including retrieval via Internet, electronic mail or fax.

Customer is responsible for determining and reviewing its own job requirements, qualifications, selection procedures, and employment decisions to ensure job-relevance, consistency with business necessity and compliance with all statutes or regulations, rules, rulings, decisions, or requirements of law.

4. CONFIDENTIALITY. ThirdPool will keep all of Customer's candidate information confidential and will not sell, rent or distribute such information to any third parties. ThirdPool may use the information on an anonymous basis for analysis, research and development. ThirdPool shall indemnify and hold Customer harmless from liability, actual monetary damages and expense for any claim relating to the confidentiality of Customer's candidate information.

5. INDEMNITY. ThirdPool will indemnify and hold Customer harmless for any claim or for any adverse judgment on any claim and for the cost of the defense of any claim brought against it based solely on the validity or legality of the ThirdPool Services provided (a) Customer has followed the Code of Ethics above, (b) Customer has notified ThirdPool within fifteen (15) working days of learning of any legal claim or action against it involving the ThirdPool Services and (c) the defense of such claim or action is conducted by ThirdPool with attorneys reasonably acceptable to Customer.

DISCLAIMER OF WARRANTIES AND LIMITS OF LIABILITY.

A. THIRDPPOOL MAKES NO WARRANTY OR REPRESENTATION THAT THE THIRDPPOOL SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER SHALL NOT HAVE TO PAY FOR SERVICES FOR ANY TIME PERIOD THAT ANY SUCH SERVICE IS NOT OPERATING PROPERLY. IN ADDITION TO THE FOREGOING, NEITHER THIRDPPOOL NOR ITS SUPPLIERS MAKES ANY WARRANTIES AND SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE ASSESSMENT SERVICES OR TO ANY OTHER SERVICES OR PRODUCTS PROVIDED HEREUNDER.

B. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY OR THEIR SUPPLIERS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATING IN ANY MANNER TO THIS AGREEMENT UNDER ANY CAUSE OF ACTION, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. FEES AND PAYMENT. Customer agrees to pay the fees for services as outlined in the Agreement. Any additional services provided that are not listed in the Agreement will be charged at a mutually agreed upon rate. If ThirdPool is not able to provide the Customer recruiting leads required per the contractual range, a prorated credit will be provided to the Customer for up to two months while adjustments are made to the sourcing strategy. Customer agrees to pay any and all reasonable costs of collection, including reasonable attorney's fees, in the event of action for non-payment. However, prior to commencing such action, ThirdPool shall provide written notice of any non-payment, and give Customer 30 days to cure same.

7. MISCELLANEOUS. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to its rules governing conflicts of law. If any provision of this Agreement is for any reason held unenforceable or invalid, then this Agreement shall be construed as if such provision were not contained in this Agreement. Customer may not assign this Agreement or any of its rights or obligations without the prior written consent of ThirdPool, and any such attempted assignment will be void. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the permitted successors, legal representatives and assigns of the parties hereto. Notwithstanding anything else set forth herein to the contrary, the relationship between Customer and ThirdPool is an independent contractor relationship only, and nothing herein shall be construed to create a partnership, joint venture, franchise, employment, or any other agency relationship between the parties. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect. The parties agree that this Agreement is the complete and exclusive statement of the Agreement between ThirdPool and Customer, which supersedes any proposal or prior agreement, oral or written, and any other communications between ThirdPool and Customer relating to the subject matter of this Agreement.