



CareerScout Lite Service Agreement

Pricing:

Initial Term	Initial Fee	3-month Extension*
3 months from "go live" date of service	\$497 (\$397 for HRThatWorks.com members)	\$197 each

SERVICE AGREEMENT

This Agreement is between your company or organization ("You") and CareerScout.com, Inc. ("CareerScout"). The Service consists of a browser interface, data transmission, data access and data storage (the "Service"). You are responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access the Service, and for paying all third-party access charges (e.g., kiosk, ISP, telecommunications) incurred while using the Service. CareerScout makes no guarantees as to the continuous availability of the Service or of any specific feature(s) of the Service. Notwithstanding anything to the contrary contained herein, Your use of the Service is subject to the terms of use available from the CareerScout.com web site through the link "Terms of Use". By Your execution of this Agreement, you hereby agree to abide by such Terms of Use, as they may be amended from time to time.

The term of this Agreement is noted above ("Initial Term"). The effective date ("Effective Date") for the start of the Initial Term is the date on which this agreement is executed.

To cancel the Service, You must notify CareerScout in writing of Your intent to cancel. CareerScout will remove the content of an account shortly after cancellation. Termination is not an exclusive remedy and all other remedies will be available. Notwithstanding the foregoing, if You are dissatisfied with the Service, the materials available on or through the Service, or with any of CareerScout's terms and conditions, Your sole and exclusive remedy is to discontinue using the Service. Upon any termination, cancellation and/or suspension of this Agreement, You are responsible for any obligations then accrued including, but not limited to, payment of any costs or charges that may arise in connection with such termination, cancellation and/or suspension, and payment of all monthly subscription and storage fees through the entire billing month in which said termination, cancellation and/or suspension occurs. Your payment and other obligations under this Agreement are not suspended, stayed, or otherwise affected by a suspension of Your access to or use of CareerScout (in whole or in part) where said suspension arises from the failure to comply with, or violation of, the terms of this Agreement. Upon termination and/or cancellation, for any reason, You agree to immediately cease using CareerScout. CareerScout shall have no obligation to You after any termination or cancellation of this Agreement.

You agree to provide CareerScout with accurate billing information and agree to pay CareerScout the then applicable fees (the "Fees"). You agree to provide CareerScout with truthful, accurate, and complete contact information, including the company's legal name, street address, e-mail address, and telephone number, and to update this information within 10 days of any change. If the contact information You have provided is false or fraudulent, CareerScout reserves the right to immediately terminate Your access to the Service.

CareerScout reserves the right to change the Fees or applicable charges and to institute new charges at any time, upon thirty (30) days prior notice to You (which may be sent via e-mail). The Fees will automatically be charged monthly in advance on the 25th day of each month occurring during Your subscription. Your CareerScout account will be considered delinquent after the 15th day of the month and that amount remains unpaid at the beginning of the next accounting cycle. The Service may be suspended if Your account is delinquent for more than one billing cycle. CareerScout may impose a charge to restore archived data from delinquent accounts. CareerScout may choose to bill through an invoice, in which case, CareerScout must receive full payment for invoices issued in any given month within thirty (30) days after the mailing date of the invoice, or the Service may be suspended.

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CAREERSCOUT DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CAREERSCOUT DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

You agree to indemnify CareerScout, its officers, directors, employees and agents, from and against any and all claims, actions and demands, including without limitation attorneys' fees and disbursements, arising from or relating to Your use of CareerScout in any manner which violates the terms of this Agreement or otherwise violates any law, rule, or regulation.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT AS MAY ARISE UNDER THE IMMEDIATELY PRECEDING PARAGRAPH, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE OTHER PARTY'S RIGHTS) FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL,

Please fax both pages to CareerScout at 619-255-1540

PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND - INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA - ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION AS A RESULT OF ANY BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT), REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. MOREOVER, CAREERSCOUT.COM'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THE TRANSACTION, WHICH IS THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AMOUNT PAID BY YOU TO CAREERSCOUT.COM HEREUNDER.

CareerScout frequently updates, modifies, and otherwise continually seeks to improve the Service. Such changes often dictate that we simultaneously modify our terms of service. As such, CareerScout shall have the right to modify the Terms of Use and to change or discontinue any aspect or feature of CareerScout, in either case, as it deems reasonably necessary. Such changes shall be effective immediately upon posting of such addition, change, or deletion. Any use by You of CareerScout after any such change has been posted shall constitute your acceptance of any such changes. If You do not agree with any such changes, You may cancel CareerScout in accordance with the procedures for cancellation set forth in this Agreement. You acknowledge and agree that it is Your responsibility to review the Terms of Use from time to time and to be aware of any such changes.

You will choose or be given a password to use in connection with the Service. You are entirely responsible for maintaining the confidentiality of Your password and account (including, if applicable, the passwords and accounts of each user accessing the Service by means of an account established by You). Furthermore, You are entirely responsible for any and all activities that occur under Your account. You shall notify CareerScout immediately of any unauthorized use of Your account or any other breach of security. CareerScout cannot and will not be liable for any loss or damage arising from your failure to comply with these requirements. You agree that a small insignia stating "Powered by CareerScout" will appear at the bottom of each page on the Service. CareerScout reserves the right to list You on the CareerScout.com web site as a client.

This Agreement (i) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or written arrangements or understandings relating thereto as well as any purchase orders not supplied by CareerScout that have been or may from time to time be submitted by you, (ii) may not be amended, terminated or waived orally, (iii) may not be assigned, in whole or in part, directly or indirectly, by operation law or otherwise, by You, (iv) may be signed in counterparts, and (iv) shall be governed by the laws of the State of California (other than the conflicts of laws provisions thereof). Any terms of this Agreement that may be invalid shall not affect the validity of enforcement of the remaining valid terms of this Agreement.

The person whose name is listed below is authorized to sign for our company.

Signature: _____ **Title:** _____

Print Name: _____ **Email:** _____

Company: _____ **Web Site Address:** _____

Address: _____ **Date:** _____

Phone: _____ **Fax:** _____

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