

PUBLISHER AGREEMENT

THIS PUBLISHER AGREEMENT ("Agreement") is entered into as of this 15th of February, 2024 (the "Effective Date"), by and between Jobcase, Inc., a Delaware corporation ("Jobcase"), having its principal place of business at 201 Broadway Street, 7th Floor, Cambridge, Massachusetts 02139, and _____, Inc ("Company"), having its principal place of business at _____ (each, a "Party" and collectively, the "Parties").

WHEREAS, Company owns and/or is the designated operator of various online pages that may provide content such as job openings, local stories, breaking news, current events; and

WHEREAS, Company also engages in certain marketing services, which may include sending emails and or text messages in which Company carries or offers third party advertising; and

WHEREAS, Jobcase desires to engage Company by providing Jobcase Job Listings and/or advertising on aforementioned online pages/properties or via aforementioned marketing services conducted by Company on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Definitions. Capitalized terms used, but not defined herein, shall have the following meanings:

a. "Applications" means a human consumer proactively applying to a Job Listing resulting in Company forwarding the human consumer's requisite information for the Job Listing to Jobcase, or its client, as outlined by Jobcase in an Insertion Order.

b. "Billable Event" means the payable action by which Jobcase will be charged by Company as measured and reported by Jobcase. Billable Event payment type may be cost per Click ("CPC"), cost per Application ("CPA"), or other, as specified in the applicable Insertion Order. All measurements regarding Billable Events shall be determined by Jobcase unless specifically identified to the contrary in an Insertion Order. Billable Events do not include Duplicate Clicks or any incentivized activity.

c. "Duplicate Clicks" are defined as more than one click on the same Job Listing or advertisement during the consumer's session.

d. "Campaign" means the distribution by Company of Jobcase Job Listings and/or advertisements in the United States in connection with this Agreement for purposes of driving traffic to the Sites and, by doing so, creating a Billable Event.

e. "Clicks" means a human consumer clicking on a Job Listing and/or advertisement provided by Company linked for transfer to the Sites.

f. "Confidential Information" means the terms of this Agreement, any proprietary data and information of a Party, and any information disclosed to a Party by the other Party in the course of the performance of this Agreement, either directly or indirectly, in writing, orally, electronically, or by inspection of tangible objects that is either marked as confidential or that, given the nature of the information or circumstances surrounding its disclosure should reasonably be understood to be confidential. Confidential Information shall not include information that the receiving Party can establish: (i) was publicly known prior to the time of disclosure or becomes publicly known after disclosure by the disclosing Party other than through the action or inaction of the receiving Party or any of its employees, contractors, or agents; (ii) is lawfully in the receiving Party's possession, without confidentiality restrictions, prior to the time of disclosure by the disclosing Party to the receiving Party, (iii) is subsequently disclosed to the receiving Party without an obligation of confidentiality by a third-party having the right to disclose such information without

restriction; or (iv) is independently developed by the receiving Party without use of or reliance on Confidential Information.

g. "Content" means any marketing materials, including Job Listings, graphic or text files, design, layout, code or other works, to be distributed in connection with a Campaign.

h. "Employer" is a person, agency or company who has purchased a Job Listing or other Jobcase provided recruitment product from the Partner with the interest of hiring an intern, contractor, or employee.

i. "Job Listings" means a complete job description as defined by Jobcase provided by Jobcase to Company for the purpose of creating applications and Billable Events.

j. "Job Seeker" means an individual actively looking for employment.

k. "Jobcase Network" means all websites affiliated with or powered by Jobcase technology and for which Jobcase, Inc. is the designated operator. For purposes of clarity, this includes all Sites owned by Percipio Holdings, Inc.

l. "Marks" means domain names, trademarks, service marks, trade dress, trade names, corporate names, and proprietary logos.

m. "Posting Portal" is a password protected website where the Company or an Employer can fulfill purchased products as well as manually post a Job Listing.

n. "Prohibited Content" means any Job Listings or advertisements that contain or make reference to any obscene materials such as, but not limited to, pornography, alcohol, tobacco or any illegal activity.

o. "Sites" means any website(s) owned or operated by Jobcase directly or via the Jobcase Network, which are designated by Jobcase to receive traffic from a given Campaign.

2. Campaign; Standards of Conduct. All Content shall either be provided by Jobcase or shall be approved by Jobcase in its sole discretion, in writing, prior to distribution (collectively, the "Approved Content"). Jobcase will not place any Prohibited Content in the Content, including the Job Listings.

3. Job Board: Jobcase will provide Company with job board as more fully described in Schedules A & B.

4. Fees; Payment Terms. Within 30 days after the end of each calendar month during the Term (defined below), Jobcase shall pay to Company the fee for each Billable Event.

5. Term; Termination. This Agreement shall commence on the Effective Date and continue for a period of one year (the "Initial Term"), and shall automatically renew for additional one-year periods thereafter (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless earlier terminated as provided herein. Either Party may terminate this Agreement and any Insertion Orders then in effect at any time immediately upon written notice to the other Party. In the event the term set forth in any Insertion Order extends beyond the Term of this Agreement, then for purposes of such Insertion Order only, this Agreement shall be deemed extended for the duration of the term of such Insertion Order. Upon termination of this Agreement for any reason: (i) all licenses granted herein shall terminate; (ii) the Parties shall cease use of the other Party's Content; and (iii) Jobcase shall within thirty days pay all fees due and accrued hereunder up to the effective date of termination.

6. Intellectual Property; Ownership.

a. IP Ownership. Each of the Parties shall retain and own all right, title, and interest in and to such Party's patents, copyrights, trade secrets, and other intellectual property rights in the Content and Marks, and any content therein, supplied by such Party to the other Party in connection herewith. Neither Party, by virtue of this Agreement, shall obtain or claim any right, title, or interest in or to the other Party's Content, patents, copyrights, trade secrets, or Marks, except the right of use as specified herein, and the Parties hereby acknowledge and agree that all such use shall inure to the benefit of the respective owner.

b. License. Subject to the terms of this Agreement, Jobcase grants Company the non-exclusive, non-transferable, worldwide, royalty-free right and license to post, display, and use its Marks and Content solely as necessary to perform its obligations under this Agreement.

c. Ownership. Jobcase shall exclusively own all right, title, and interest in and to the information, including personally identifiable information, that individuals provide directly or indirectly to Jobcase through any Site(s). For clarity, Company shall retain and own all right, title, and interest in and to the information, including personally identifiable information, associated with all individuals it serves on its sites, in its membership, or via emails and other communication in the performance of its obligations hereunder.

7. Confidentiality. The Parties hereby agree to keep all Confidential Information strictly confidential, and shall not (i) disclose Confidential Information to any third-party, or (ii) otherwise use such Confidential Information except for the limited purpose required by this Agreement; provided, however, that each Party may disclose Confidential Information to those of its employees, agents, and affiliates (collectively, the "Agents") who need to know such Confidential Information for the purposes of performing its obligations under this Agreement and who have agreed in writing to obligations of confidentiality and restrictions on use with respect to such Confidential Information that are at least as restrictive as those set forth herein. Each Party shall, and shall ensure that each Agent shall, use at least the same degree of care which such Party uses to prevent the disclosure and unauthorized use of its own confidential information of like importance, but in no event less than reasonable care. This Agreement does not convey any right, title, or interest in Confidential Information or any license to use (except as expressly stated herein), sell, exploit, copy, or further develop any Confidential Information. Each Party shall promptly notify the other Party of any unauthorized disclosure or use of its Confidential Information of which it becomes aware. Any Confidential Information provided hereunder is provided as-is, without warranty of any kind. Upon any termination of this Agreement, or earlier upon request, each Party shall promptly return to the other Party (or destroy and provide the other Party with written confirmation of the same) all Confidential Information, if any, in its possession or under its control. Each Party may, without violating this Section, disclose the other Party's Confidential Information where such disclosure is required by a valid and binding law, rule, regulation, court order, or other legal process, provided that the disclosing Party shall (to the maximum extent permitted by such law, rule, regulation or court order or legal process): (a) give prompt written notice of such demand or request to the other Party; (b) limit the disclosure of such Confidential Information solely to the scope required to comply with such law, rule, regulation, court order, or other legal process; and (c) assist the other Party, at the other Party's expense, to the extent reasonably practicable in seeking a protective order with respect to the treatment of such Confidential Information.

8. Warranties.

a. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (i) such Party has full corporate right, power, and authority to enter into this Agreement and to perform the acts required of it hereunder; (ii) the execution of this Agreement by such Party and the performance by such Party of its obligations and duties hereunder do not and will not violate any agreement to which such Party is a party or by which it is otherwise bound, any applicable governmental law or regulation to which it is subject, or any third-party's trademark, copyright, or other intellectual property rights; (iii) when executed and delivered by such Party, this Agreement will constitute a legal, valid, and binding obligation of such Party in accordance with its terms; (iv) such Party will comply with all applicable federal, state, and local laws, rules, and regulations and with any applicable privacy policy; and (v) such Party's Content will not contain false or deceptive advertising, any virus, Trojan Horse, worm, or other malicious code, or content, or links to content, that is illegal, defamatory, obscene, or pornographic.

b. Company Representations and Warranties. Company represents and warrants that (i) all services hereunder shall be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards and the terms and conditions set forth herein; (ii) Company shall use best efforts not to permit, encourage, or induce fraudulent clicks, including without limitation, any automated actions by a computer generated user; (iii) Company has all rights and permission to email the names in its database in accordance with the CAN-SPAM Act of 2003, as amended, and any other applicable federal, state, and local laws, rules, and regulations, (iv) should Company have any telephonic or sms activity with any consumers in the services of this agreement, Company represents it has all rights and permission to telephonically contact names in its database in accordance with the Telephone Consumer Protection Act of 1991, as amended ("TCPA"), and any other applicable federal, state, and local laws, rules, and regulations; and (v) Company will not display Jobcase's Job Listings on any pages that contain Prohibited Content.

9. Disclaimer of Warranties. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES BY THE PARTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT, EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. Indemnification. Each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other Party (the "Indemnified Party") and its directors, officers, employees, agents, affiliates, successors, and assigns (collectively, the "Indemnified Parties"), from and against any claims, actions, or demands and the resulting losses, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) arising from or in connection with any breach or misrepresentation by the Indemnifying Party of its representations, warranties, or covenants set forth in this Agreement. The indemnification obligations set forth in this Section are contingent on (a) prompt written notice by the Indemnified Party to the Indemnifying Party of any such claim, action or demand, provided, that any failure or delay in providing such notice shall not relieve the Indemnifying Party of its obligations, except to the extent that the failure or delay actually and materially prejudices the Indemnifying Party's defense of such claim), (b) sole control of the defense and settlement thereof by the Indemnifying Party, and (c) reasonable cooperation of Indemnified Party, at the Indemnifying Party's expense, to facilitate such defense or settlement; provided, however, that the Indemnifying Party will not consent to the entry of any judgment or enter into any compromise or settlement without the prior written consent of the Indemnified Party unless such judgment, compromise or settlement (x) provides for the payment by Indemnifying Party of money as sole relief for the claimant, (y) results in the full and general release of the Indemnified Party from all liabilities arising or relating to, or in connection with, the claim; and (z) involves no finding or admission of any violation of law, regulation, or the rights of any person and no effect on any other claims that may be made against the Indemnified Party.

11. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO A BREACH OF SECTION 7 BY EITHER PARTY OR BREACHES BY COMPANY OF SECTIONS 8(a)(iv) or 8(b)(iii)-(iv), UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATED TO THE LOSS OF PROFITS, INCOME, OR GOODWILL, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO A BREACH OF SECTION 7 BY EITHER PARTY, BREACHES BY COMPANY OF SECTIONS 8(a)(iv) or 8(b)(iii)-(iv), AND THE OBLIGATION TO MAKE PAYMENT HEREUNDER, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID OR OWED TO COMPANY BY JOBCASE HEREUNDER FOR SERVICES PERFORMED DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

12. Miscellaneous.

a. Amendment. No change, amendment, or modification of any provision of this Agreement or any Insertion Order will be valid unless set forth in a written instrument signed by both Parties.

b. Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either Party without the prior written consent of the other Party, except in the event of a sale, transfer, merger, or other such disposition of all or substantially all of such Party's assets or stock. Any attempted assignment in violation of this section shall be null and void. Subject to the preceding sentence, the rights and liabilities of the Parties under this Agreement shall bind and inure to the benefit of the Parties' respective successors and permitted assigns.

c. Relationship of the Parties. The Parties are each independent contractors and no agency, partnership, franchise, joint venture, or employee/employer relationship is intended or created by this Agreement. Neither Party shall have the right, power, or authority to enter into agreements of any kind on behalf of the other Party, or to create any obligation or responsibility, express or implied, on behalf of the other Party.

d. Survival. Sections 8, 9, 10, 11, and 12 of this Agreement shall survive the termination of this Agreement for the period provided in the applicable statute of limitations.

e. Publicity. Neither Party to this Agreement may issue any press releases or public announcements regarding this Agreement or the relationship established hereunder unless it has obtained the prior written approval of the other Party.

f. Force Majeure. Neither Party shall be liable by reason of any failure or delay in the performance of its obligations hereunder for any cause beyond the reasonable control of such Party and which such Party is unable to overcome by the exercise of reasonable diligence, including without limitation, an act of God, an act of war or terrorism, a riot, epidemic, fire, flood or other disaster, an act of government, a power outage, a telecommunications failure, or an interruption or failure of the Internet.

g. Notices. All notices, requests, and other communications to a Party under this Agreement must be in writing (including email, so long as a confirmation of delivery and/or receipt of such email transmission is received) and will be given to the addresses set forth below. All notices, requests, demands, waivers, and other communications must be delivered by (a) personal delivery, (b) nationally recognized overnight delivery service (including Federal Express, UPS and DHL), or (c) if an email address is provided for the Party below, email, in each case to the respective address listed below or later provided by a Party pursuant to this Section. A notice will be deemed to have been made on the date (i) of delivery with respect to (a), (ii) of delivery or the date on which delivery was refused as indicated on the delivery service's record of delivery with respect to (b), and (iii) indicated in the confirmation of receipt if transmitted during business hours, or the next business day if transmitted after business hours, with respect to (c).

If to Jobcase:

Jobcase, Inc.
201 Broadway, 7th floor
Cambridge, MA 02139
Attn: Garrett Friedman
Email: Garrett@jobcase.com

Company

Attn: _____
Email: _____

With copy to partnerships@recruitology.com

With copies to _____

If to Company:

h. Remedies. Except as otherwise specified, the rights and remedies granted to a Party under this Agreement are cumulative and in addition to, not in lieu of, any other rights and remedies which the Party may possess at law or in equity.

i. Waiver. Except as otherwise expressly provided herein, no purported waiver by any Party hereto of any breach by the other Party of its obligations, representations, warranties, agreements or covenants hereunder will be effective unless made in writing, and no failure to pursue or elect any remedy with respect to any default under or breach of any provision of this Agreement will be deemed to be a waiver of any subsequent, similar or different default or breach.

j. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent permissible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

k. Governing Law and Jurisdiction. This Agreement will be governed by and interpreted in accordance with the laws of New York State without reference to its choice of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

l. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all oral and prior written agreements, understandings, and communications between the Parties with respect thereto.

m. Counterparts; Signatures. This Agreement may be executed in any number of duplicate originals or counterparts, each of which will be deemed to be an original and which, taken together, will constitute one and the same instrument. The Parties agree that their respective signatures may be delivered by fax or .pdf by email, and that fax and emailed signatures will be treated as originals for all purposes.

n. Marketing Disclosures: Company shall not display or use the Jobcase name or logo, or the names and logos of any of the properties in the Jobcase Network, in any Company marketing material or on any Company application without explicit prior consent by Jobcase.