

## SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into by and between **SUPERIOR TALENT RESOURCES, INC.**, located at 250 International Drive, P.O. Box 9057, Williamsville, NY 14231-9057, a New York Corporation, ("Superior") and **MARKIT ON DEMAND INC.**, with offices located at 5718 Central Avenue, Boulder, CO 80301, a Delaware corporation (hereinafter referred to as "Customer").

### 1) TERM OF AGREEMENT

This Agreement commences on January 21, 2016 and will expire on January 21, 2019 unless terminated prior as provided herein. Customer may extend this Agreement for a maximum of two (2), one (1) year periods ending January 21, 2020 and January 21, 2021 respectively. This extension shall be effective upon Customer's written approval prior to the expiration or termination of the Agreement. The commencement of services hereunder shall constitute both parties acceptance of the terms and conditions of this Agreement. Services may commence prior to execution of this Agreement. Either party may terminate this Agreement for convenience upon providing ten (10) days prior written notice. Superior may terminate this Agreement for Cause at any time, without notice. "Cause" for this purpose shall mean Customer's non-payment of invoices within forty-five (45) days of receipt, or unsafe working conditions in Customer's workplace, or violation of applicable law by Customer. In event of violation of applicable law by Superior, Customer may terminate this Agreement immediately.

### 2) SERVICES PROVIDED

Superior agrees to provide contract staffing services on an "as needed" basis. It is understood and agreed that Superior in performing all work hereunder, shall at all times act in its own capacity and right as an independent contractor and nothing contained herein shall be construed to make Superior an agent or partner of Customer. Contract staffing services will be performed on Customer's premises under the direction of Customer's supervisory personnel. Notwithstanding the foregoing, the parties agree that the contract employees provided under this Agreement (hereafter referred to as "Employees") are employees of Superior and Superior assumes full responsibility for their acts. Employees are not entitled to participate in any Customer employee benefit plans, arrangements, programs or practices which Customer provides to or for the benefit of its own employees.

### 3) COMPENSATION

Customer agrees to pay Superior for all hours worked by Superior's contract personnel at the markup rates referenced below. Bill rates are calculated by applying the applicable markup rate to the Employee's straight time or overtime pay rate. Bill rates cover all employment taxes, insurance, overhead and profit.

TYPE OF SERVICE	CLERICAL, TECHNICAL, FINANCIAL & INFORMATION TECHNOLOGY
	Straight Time, Overtime & Double-Time Mark-up Rate
RECRUITED STAFFING SERVICES (INCLUDES HOLIDAY AND VACATION)*	55%
PAYROLL STAFFING SERVICES (INCLUDES HOLIDAY AND VACATION)*	30%

\*Holiday includes six (6) paid holidays after ninety (90) days.

Straight time billing rates will apply for all hours worked up to 40 hours in one week. Overtime billing rates will apply for all hours worked in excess of 40 hours in one week, or as otherwise required by applicable law, unless a particular job classification is specifically exempt by law from overtime pay. Customer will be billed a minimum of four (4) hours if an Employee reports to work for a scheduled shift, but is sent home early (i.e. prior to 4 hours worked). Because Customer directs and schedules the work of Employees, Customer will also be billed for any additional hours or portions of hours that Superior may be required to pay Employees pursuant to applicable law due to work scheduling issues, such as working multiple shifts, total number of hours worked in a day, and required lunch or break periods. In addition to the foregoing, Customer shall pay, where applicable, any federal, state, or local sales, use, excise, value added or other Use tax on the services provided to Customer under this Agreement. If Superior is required to increase wages and/or payroll burden costs at any time during the term of this Agreement as the direct result of any determination, order or action by any applicable federal, state or local governmental authority or third-party insurer, upon request by Superior, Customer and Superior will mutually agree to applicable changes (if any) to mark-up rates.

Customer agrees to allow Superior's contract Employees to take accrued sick leave in accordance with local or state law.

**4) COMPLIANCE WITH INTERNAL REVENUE CODE SECTION 4980H**

The parties agree that they shall be in compliance with Section 4980H of the Internal Revenue Code (the "Code"), and the applicable requirements of the Patient Protection and Affordable Care Act and the regulations thereunder ("ACA") with respect to the Superior's Employees. Employees who provide services hereunder shall be considered the common law employees of Superior. Superior shall offer to all full-time Employees and their dependents the opportunity to enroll in health plan coverage which shall be compliant with ACA requirements, including requirements relating to "minimum value" and "affordability", as such terms are defined in Section 36B of the Internal Revenue Code and applicable regulations thereunder. Customer agrees to share in the ACA-related costs and such costs will be included in the markup rates listed in Section 3. If Superior fails to offer health plan coverage to its Employees or if Superior's offer of coverage fails to be attributed to Customer, and in either event the failure results in Customer being assessed a penalty under the Code, Superior will indemnify and hold Customer harmless from and against any and all claims, demands, taxes, penalties or other liabilities to the extent attributable to Superior's failure to offer health coverage or to the failure of Superior's offer of coverage to be attributable to Customer.

**5) INVOICE AND PAYMENT TERMS**

Invoices: Invoices will be submitted on a weekly basis and will contain any reference information or statements required for Customer's documentation purposes. Invoices are generated from Employees' weekly time sheets, which require the authorized signature of Customer's supervisory personnel or approval within Superior's electronic timekeeper.

The parties agree that Superior will implement its proprietary web-based management system, Work Nexus® ("Work Nexus") for Superior Employee timekeeping. Superior Employees will be required to enter hours worked into Work Nexus. Customer managers will be responsible for reviewing and either approving or denying the time card for the previous week. Customer agrees to sign the Authorized User / Confidentiality Agreement relating to the use and access of Work Nexus provided as Exhibit 1 in this Agreement (reference page 6). Customer and its employees shall be bound by this Exhibit insofar as it applies to Customer and its employees.

Payment Terms: Payment due net thirty (30) days upon receipt of invoice. Superior may terminate this Agreement if Customer fails to pay invoices within forty-five (45) days of receipt.

**6) PAYROLL PROCEDURE**

Payroll is processed on a weekly basis. Employee must submit a time sheet at the end of each week worked, which must be approved by Customer's authorized personnel, in order to receive a paycheck promptly. Customer's signature or electronic approval of Superior's time sheet is verification that Employee has worked the hours listed, the work was satisfactorily performed, and Customer will pay for those hours upon receipt of Superior's invoice.

**7) SUPERIOR'S RESPONSIBILITIES**

Superior will be responsible for payment of all contract Employees' wages, payroll taxes, unemployment insurance, workers' compensation insurance, and benefits that Superior has agreed to provide its Employees under this Agreement. Superior agrees to comply with all federal and state labor laws, regulations and orders including payment of minimum wages and overtime. Superior will maintain all necessary statutory and commercial liability insurance. Upon request, a certificate of insurance outlining Superior's insurance coverage will be provided to Customer.

**8) BACKGROUND INVESTIGATION**

Background investigations will be required for Employees who are selected for assignment to Customer. Employees will be required to sign a Background Investigation Disclosure and Consent form, provided by Superior. Superior will contract with an outside investigative service to conduct a criminal seven (7) year background investigation on each candidate selected by Customer at no cost to Customer in accordance with the Customer site requirements and Federal and state laws. In addition, Superior will run a credit check on accounting/finance positions in accordance with applicable law. In the event a Payrolled Employee doesn't satisfactorily pass the background check per Customer requirements and in accordance with applicable law, Customer agrees to be billed and pay for the cost of such check as such Payrolled Employee was chosen by

Customer and not recruited by Superior. Superior will communicate verbal confirmation of any adverse information in the background report. Notwithstanding the foregoing, nothing in this Agreement shall obligate Superior to deny employment to any Employee based on adverse information, where the use of such information to deny employment is in violation of applicable law.

#### **9) WORKSITE PROCEDURES**

Customer agrees to provide a suitable place for Superior's Employees to perform their services which shall comply with all applicable OSHA standards. Customer agrees to promptly notify Superior if Superior's Employee is injured during the assignment. Superior's Employees will be oriented/trained by Customer in all necessary safety, hazardous communication (MSDS information etc.) and operational instructions to enable Employees to safely perform their job duties. Customer will inform Superior if Employees will be required to wear any protective equipment. Superior will direct its Employees to abide by all Customer's rules, regulations and safety procedures governing the conduct of Employees. Customer will be responsible for communicating said rules, regulations, and safety procedures to Superior's Employees upon commencing the assignment.

#### **10) WORK RESTRICTIONS**

Customer will not, without prior written permission from Superior, in each instance: a) entrust Employee with unattended premises, cash, negotiable instruments, credit cards, financial account information, other valuables, equipment, tools, cell phones, pagers, laptops, or any Customer property; b) direct, authorize, or permit Employee to operate motor vehicles or machinery; or c) assign Employee to perform work other than that described at the time Customer placed the job order with Superior.

Customer agrees that accountants, bookkeepers, financial analysts, bankers, mortgage brokers, and other accounting or finance-related personnel (collectively, "Finance Personnel") supplied by Superior under this Agreement shall not sign any accounting or other financial related opinions or other related documentation and shall not be responsible for accounting or financial conclusions or advice. In addition, Finance Personnel shall not sign any documents which are going to be filed with any federal, state or local governmental agency including, without limitation, any financial statements which are attached and incorporated into the public filings of publicly traded companies with the Securities or Exchange Commission. Customer, and/or other vendors selected by Customer, shall be responsible for the foregoing. Anything in this Agreement to the contrary notwithstanding, regardless of the negligence or fault of Superior, Customer releases and will indemnify, defend, and hold harmless Superior, and its respective directors, officers, shareholders, employees, agents and affiliates, from and against all claims, suits, demands, losses, and/or penalties, including, without limitation, reasonable attorneys' fees and costs, arising from the results of any accounting or finance conclusions or advice including, without limitation, recommendations and accounting opinions (written or oral), results of audits, including analysis of balance sheets, statements of income, retained earnings, shareholders' equity or changes in financial positions in the fiscal year, tax planning, banking or financial related advice, preparation of financial statements or tax returns, and all other general advice and advisory services regarding accounting and finance reporting and compliance by Financial Personnel.

#### **11) SUPERVISION/ACCEPTANCE OF WORK**

Services rendered and work performed by Employees under this Agreement, or Customer's purchase order will be performed under the supervision of, and subject to final inspection and acceptance by Customer's supervisory personnel. Superior is not responsible for the technical accuracy of the services to be rendered or the work performed by its Employees.

#### **12) TERMINATION OF ASSIGNMENT**

As services are provided on an "as needed" basis, Customer may terminate an assignment at any time by giving notice to Superior. To terminate an Employee's assignment, Customer agrees to contact Superior directly to inform Superior that the assignment has ended. Superior will then inform Employee of the termination. Customer shall be liable for payment of the hours worked up to the time of actual termination of assignment. Customer may direct Superior to replace Superior personnel assigned to Customer, in which event Superior will make every reasonable effort to replace the Employee with a similarly qualified person.

#### **13) DIRECT HIRE CONVERSION**

If Customer wishes to hire one of Superior's Employees, no fee will be charged if the Employee has worked a minimum of 680 straight time hours from the start date of the assignment and Customer has paid for the hours. If Customer hires a Superior Employee prior to 680 straight time hours from the start date of the Employee's assignment, the following fee structure would apply, which is a percentage based on the employee's annual

If Customer hires a Superior Employee prior to 680 straight time hours from the start date of the Employee's assignment, the following fee structure would apply, which is a percentage based on the employee's annual base gross salary or wages. If Employee was initially referred by Customer (Payroll Service), no fee will be charged if Customer hires Employee, regardless of the date of hire. Payment of any Direct Hire Conversion fees shall follow the same payment terms listed in Section 5 of this Agreement.

CONVERSION TIMEFRAME	CONVERSION FEE
0 – 180 hours	18%
181 – 360 hours	15%
361 – 540 hours	10%
541 – 680 hours	5%
681 + hours	No Fee

#### 14) INDEMNIFICATION

Each party to the Agreement agrees to indemnify, defend and hold harmless the other party, and its officers, directors, employees, representatives and agents, from and against any and all claims, losses, judgments, liabilities or (including reasonable attorneys' fees and costs) ("Claims") to the extent such Claims arise out of, or result from, any negligence, wrongful acts or breaches of the terms of this Agreement, except for those Claims that arise from the negligence or willful misconduct of the other party.

#### 15) SOLICITATION

During the term of this Agreement and for a period of one (1) year after its termination, Customer shall not knowingly or intentionally solicit, hire, contract with, or engage the employment or services of any employee of Superior (excluding contract Employees placed on assignment at Customer as the terms of the Direct Hire Conversion Section will then apply), without the prior written consent of Superior.

#### 16) REMEDIES

Should either party file suit to collect any monies due or to become due hereunder, the prevailing party in such litigation will be entitled to reasonable attorney's fees and costs.

#### 17) ASSIGNMENT

Neither party will assign this Agreement, in whole or in part, by operation of law or otherwise, except with the other party's prior written consent.

#### 18) NOTICE

All notices under this Agreement to be given by either party shall be addressed as follows:

Superior: Superior Talent Resources, Inc.  
250 International Drive  
Williamsville, NY 14221  
Attn: Contracts Department

Customer: Markit On Demand Inc.  
5718 Central Avenue  
Boulder, CO 80301  
Attn: Legal

#### 19) ENTIRE AGREEMENT

This writing represents the entire Agreement between the parties and supersedes all prior agreements. No changes may be made to this Agreement without the prior written consent of both parties. No oral statements or representations may change or otherwise affect any provisions. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Intending to be legally bound, this Agreement is executed by authorized representatives of both parties hereto:

SUPERIOR TALENT RESOURCES, INC.

SIGNATURE Carly Landry

NAME CARLY LANDRY

TITLE CONTRACTS MANAGER

DATE 3/31/16

MARKIT ON DEMAND INC.

SIGNATURE Jody Collins

NAME Jody Collins

TITLE VP of Recruitment

DATE 3-30-16

**EXHIBIT 1**  
**WORK NEXUS AUTHORIZED USER CONFIDENTIALITY AGREEMENT**

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This Authorized User/Confidentiality Agreement (hereinafter referred to as "Agreement") is made this 21<sup>st</sup> day of January, 2016, by and between **Superior Talent Resources, Inc.** (hereinafter "Superior"), a New York Corporation, with its principal office located at 250 International Drive, PO Box 9057, Williamsville, New York, 14231 and **Markit On Demand Inc.**, a Delaware corporation, with its principal office located at 5718 Central Avenue, Boulder, CO 80301, (hereinafter "Authorized User"), in order to enable Authorized User to access and review via the World Wide Web information pertaining to the temporary contract labor services provided to Authorized User by Superior that is inputted and maintained in Superior's hosted/on-line program by Superior and such temporary contract workers (hereinafter referred to as "Contract Workers") as further described below.

**Whereas** Superior Shared Services, Inc., an affiliate company of Superior, has developed a temporary contract labor managed services software program for the entry of information and maintenance of time cards pertaining to Contract Workers, namely the program identified as the on-line Work Nexus labor activity management system (hereinafter the "Work Nexus Program"), and the affiliate company has granted to Superior the right to grant limited licenses under the Work Nexus Program for use by its customers, including Authorized User;

**Whereas** Authorized User has agreed, under separate written agreement, to utilize Superior's temporary employment services, and Superior is willing to grant to Authorized User a non-exclusive, non-transferable right and license to access and use the Work Nexus Program for accessing and reviewing information on time cards for Contract Workers provided by Superior to Authorized User;

**Whereas** one or more Contract Workers have agreed, or will agree, to temporary employment assignments to provide services to Authorized User and, as such, Contract Workers will be utilizing the Work Nexus Program to enter hours worked by the Contract Workers for Authorized User into the electronic time card system incorporated in the Work Nexus Program; and

**Whereas**, Superior will be providing Authorized User with non-exclusive and non-transferable access to review such data entered by the Contract Workers (hereinafter the "Contract Worker Data"), and, in so doing, may provide Authorized User with non-exclusive and non-transferable access to certain proprietary information on the Work Nexus Program, which information may include but is not limited to certain specifications, software, data, trade secrets, future business plans or other business and/or technical information, in oral or written form or contained in electronic or other media, and which information, excluding the Contract Worker Data, is confidential and/or proprietary to Superior and/or to Superior's affiliate company (hereinafter "Superior Information"), for the purpose and solely for the purpose of Authorized User's use in association with temporary staffing services.

**Now therefore**, in consideration of the rights and access granted and the mutual promises made herein, Authorized User and Superior agree as follows:

**1. LICENSE**

1.1. Under the authority granted by Superior's affiliate company, Superior hereby grants Authorized User (including Authorized User's personnel involved in the supervision of Contract Worker staffing services and are authorized by Authorized User to access or use the Work Nexus Program in connection therewith (collectively, "Authorized User Personnel")) a limited, non-exclusive and non-transferable license to utilize the Work Nexus Program via the World Wide Web solely for Authorized User's use with respect to the provision by Superior of temporary contract staffing services (hereinafter the "License"). Authorized User may access the Work Nexus Program from the webpage maintained by Superior at the URL supplied to Authorized User by Superior with Authorized User's login and password only by providing Authorized User's user identification and password in the proper text boxes when prompted to do so. Superior may change the URL of the Webpage at any time and shall provide Authorized User with prompt notice of such change.

1.2. Authorized User acknowledges and agrees that Work Nexus supports the manufacturer-supported releases of the browsers listed below. Superior does not recommend operation with other third party browser and makes no assertion as to the compatibility of Work Nexus Program with any software which is not specified below:

**Identified Browsers/Software**

- Firefox
- Internet Explorer
- Safari
- Chrome

1.3. Authorized User acknowledges that Superior and Superior's affiliate company have a valuable proprietary interest in the Work Nexus Program. Superior and/or Superior's affiliate company retain title to all copyright and other intellectual property rights in the Work Nexus Program. Authorized User is not granted any right, title, or interest in the Work Nexus Program except the right to use the Work Nexus Program in accordance with the License and this Agreement.

1.4. Authorized User will protect the confidentiality of the Work Nexus Program by Authorized User's user identification and password. User identification and password are supplied to Authorized User for access to the Work Nexus Program in accordance with this Agreement and shall not be used for any unauthorized purpose and shall not be shared with any of Authorized User's personnel who are not directly involved in the provision of services or are not authorized by Authorized User to access or use Work Nexus, nor with any organizations outside of Authorized User's Company. Authorized User or any of its users are found to share passwords with any person or entity that is not a licensed user under the terms of this Agreement (including but not limited to Authorized User's other personnel or consultants who are not so licensed) Superior may, in its sole discretion, revoke all passwords and terminate this Agreement.

1.5. Authorized User may not distribute or otherwise make the Work Nexus Program available to any third party. Authorized User may not merge or embed the Work Nexus Program into any other computer program. Authorized User shall not in any manner, modify, decipher, decompile, disassemble, or reverse engineer the software comprising or in any way making up a part of Work Nexus Program. Authorized User may not copy or reproduce the Work Nexus Program for any purpose.

1.6. Authorized User may not sublicense, assign, or otherwise transfer the Work Nexus Program or any of Authorized User's rights under this Agreement to any other person without the prior written consent of Superior, and any attempt to do so shall automatically terminate this Agreement. Any authorized transferee of the License will be bound by the terms and conditions of this Agreement and, upon such authorized transfer, the License granted to Authorized User is replaced and shall automatically terminate.

## **2. SUPERIOR INFORMATION AND SOFTWARE**

2.1. All Information concerning the Work Nexus Program or Superior's business that is provided by Superior (a) in tangible written form and marked as PROPRIETARY or CONFIDENTIAL, (b) orally and confirmed in writing as being proprietary or confidential, or (c) in electronic or other media, whether or not marked or confirmed confidential or proprietary, shall be treated as confidential and/or proprietary to Superior and/or Superior's affiliate company under the terms of this Agreement ("Superior Information"). Authorized User shall hold all such Superior Information in confidence, shall restrict disclosure of such Information to its personnel with a need to know (and advise such personnel of the obligations assumed herein), shall use the Superior Information only for the purposes set forth in this Agreement, and shall not disclose such Superior Information to any third party without prior written approval of Superior, unless compelled to do so by law. In such instances, Authorized User shall provide written notice to Superior and shall permit Superior to intervene and take whatever steps it deems necessary to contest and/or limit such disclosure. Authorized User shall protect such Superior Information by using the same degree of care (which shall be no less than reasonable care) to prevent its unauthorized disclosure as Authorized User uses to protect its own confidential Information of a like nature.

2.2. These restrictions on the use or disclosure of Superior Information shall not apply to any Information (a) which is independently developed by Authorized User as evidenced by documentation in Authorized User's possession; or (b) which is lawfully received from another source free of restriction and without breach of this Agreement; or (c) after it has become generally available to the public without breach of this Agreement by Authorized User; or (d) which Superior agrees in writing is free of such restrictions.

2.3. Authorized User agrees not to announce nor disclose to any third person or party its participation in discussions concerning the Superior Information or the nature of any such discussions without first securing the prior written approval of Superior.

2.4. All Superior Information provided by Superior to Authorized User and all tangible materials containing any such Superior Information shall remain the property of Superior, and all copies thereof, on whatever physical, electronic or other media such Superior Information may be stored, shall be returned within ten (10) day(s) after Superior's request.

2.4. Superior has sole discretion as to which of the Superior Information may be provided or otherwise disclosed to Authorized User. Superior may, at any time: (i) cease giving Information to Authorized User without liability, and/or (ii) request in writing the return of Information previously provided or disclosed.

## **3. AUTHORIZED USER INFORMATION**

To the extent that Authorized User may be required to provide or disclose to Superior confidential or proprietary information of Authorized User as necessary to accomplish the purposes of this Agreement, Superior agrees, in like manner as provided by Article 2, to hold in confidence such information as is clearly marked PROPRIETARY or CONFIDENTIAL by Authorized User.

#### **4. CONFIDENTIAL PERSONAL INFORMATION**

4.1 All information entered into or accessible within the Work Nexus Program that identifies individual Contract Workers by more than their name and dates/hours worked, including but not limited to identifying information such as individuals' addresses, telephone numbers, social security numbers, identities of family members, personal characteristics, or other identifying facts or characteristics ("Personal Information") shall be considered and preserved at all times as highly confidential.

4.2 Authorized User shall hold all such Personal Information in confidence, shall restrict disclosure of such Personal Information to its personnel with a need to know (and advise such personnel of the obligations assumed herein), shall use the Personal Information only for the purposes set forth in this Agreement, and shall not disclose such Personal Information to any third party without prior written approval of Superior and/or the Contract Worker, unless compelled to do so by law. In such instances, Authorized User shall provide written notice to Superior and shall permit Superior to intervene and take whatever steps it deems necessary to contest and/or limit such disclosure. Authorized User shall protect such Personal Information by using the same degree of care (which shall be no less than reasonable care) to prevent its unauthorized disclosure as Authorized User uses to protect its own confidential information of a like nature.

4.3 These restrictions on the use or disclosure of Personal Information shall be in effect notwithstanding the fact that such Personal Information may be independently developed or lawfully received by a party from other sources, or available to the public by other means. Authorized User agrees and acknowledges that these restrictions are necessary to ensure that use or access to the Work Nexus Program does not improperly infringe personal privacy rights of Contract Workers or expose Contract Workers to the possibility of fraud or identity theft.

#### **5. GENERAL TERMS AND CONDITIONS**

5.1. The License granted under this Agreement shall be in effect while Authorized User is utilizing Superior's temporary employment services and will terminate immediately as of the effective date of termination of its participation in such services or termination of Superior's Temporary Employment Agency Services Agreement with Authorized User, unless sooner terminated in writing by Superior for Authorized User's material breach of this Agreement and/or for Superior's convenience. Authorized User agrees that all of its obligations undertaken herein with respect to Superior Information and Personal Information received pursuant to this Agreement shall survive and continue after any expiration or termination of the License and/or this Agreement.

5.2. Except as expressly provided by this Agreement, no license to Authorized User, under any trademark, patent, copyright, mask work protection right, or any other intellectual property right, is either granted or implied by the conveying of Superior Information to Authorized User. Neither this Agreement nor any of the WORK NEXUS Information which may be disclosed by Superior shall constitute any representation, warranty, assurance, guarantee, or inducement by Superior to Authorized User of any kind, and in particular, with respect to the non-infringement of trademarks, patents, copyrights or any intellectual property rights or other rights of third persons. Without limiting the foregoing, Superior agrees to defend, hold harmless and indemnify Authorized User from and against any and all demands, losses, costs, damages, liens, suits, judgments, penalties, expenses and liability of any kind arising out of claims that Work Nexus Program infringes a patent, trademark, copyright, or other intellectual property rights of a third party, or constitutes misappropriation of trade secrets or other confidential information of a third party.

5.3. Neither this Agreement nor the disclosure by a party of its confidential information shall constitute or imply any promise to or intention to make any purchase of products or services by the other party or its affiliated companies or any commitment by a party or its affiliated companies with respect to the present or future marketing of any product or service.

5.4. Superior may terminate the License at any time by terminating Authorized User's user identification and/or password if Authorized User breaches any of Authorized User's obligations under this Agreement, including, but not limited to, Authorized User's obligation to prevent any other individual or entity to utilize Authorized User's user identification or password and/or misuse of the Work Nexus Program.

5.5. Authorized User is prohibited from violating or attempting to violate the security of any part the Work Nexus Program site, including without limitation, (a) accessing data not intended for such party or logging into a server or account which such party is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to any the Work Nexus



Program site, overloading, "flooding", "spamming", "mailbombing" or "crashing", (d) sending unsolicited e-mail, including promotions and/or advertising of products or services, (e) intentionally or unintentionally infecting the system with known or unknown virus programs or (g) using any device, software or routine to interfere or attempt to interfere with the proper working of any the Work Nexus Program site or any activity being conducted thereon. Violations of system or network security may result in civil or criminal liability. Superior may investigate occurrences which may involve such violations and will cooperate with law enforcement authorities in prosecuting parties who are involved in such violations.

5.6. LIMITATION OF LIABILITY. IN NO EVENT SHALL SUPERIOR BE LIABLE FOR ANY ACT OR OMISSION IN CONNECTION WITH THE OPERATION OF THE WORK NEXUS PROGRAM IN THE ABSENCE OF WILLFUL MALFEASANCE OR GROSS NEGLIGENCE BY SUPERIOR OR ITS PERSONNEL. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUPERIOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFIT, REVENUE, USE OR DATA IN CONNECTION WITH THE PROGRAMS, UPDATES AND DOCUMENTATION TO BE PROVIDED BY SUPERIOR, EVEN IF SUPERIOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CUMULATIVE LIABILITY OF SUPERIOR FOR ALL CLAIMS WHATSOEVER ARISING OUT OF THE LICENSES GRANTED HEREUNDER, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, WARRANTY, TORT OR STRICT LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO SUPERIOR BY THE AUTHORIZED USER.

5.7. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SUPERIOR MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES AS TO THE QUALITY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

5.8. Authorized User acknowledges and agrees that: (i) there will be downtime from time to time when the Work Nexus Program cannot be accessed and (ii) Authorized User is responsible for providing and maintaining, and Superior has no liability or responsibility in respect of, equipment not supplied by or on behalf of Superior, or utility services that Authorized User utilizes as a result of its participation in the Work Nexus Program and maintaining a link to the Work Nexus Program.

5.9. Superior shall be entitled to rely upon a communication by Authorized User irrespective of any error or fraud contained in the communication or the identity of the individual who sent the communication. Authorized User knowingly and voluntarily waives the right to contest the validity or enforceability of such communication.

5.10. The waiver by either party of any breach or default by the other party in the performance of any obligation hereunder shall not constitute a waiver of any subsequent breach or default.

5.11. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

5.12. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns provided however, that no assignment by Authorized User shall be made or effective without the written consent of Superior.

5.13. Authorized User further agrees that money damages may not be a sufficient remedy for any breach of this Agreement and that in addition to all other remedies, Superior may be entitled to specific performance and injunctive or other equitable remedies from a court of competent jurisdiction, without the need to post a bond other undertaking, as a remedy for any such breach.

5.14. To the extent that any law, statute, treaty or regulation by its terms as determined by a court, tribunal or other governmental authority of competent jurisdiction, is in conflict with the terms of this Agreement, the conflicting terms of this Agreement shall be superseded only to the extent necessary by the terms required by such law, statute, treaty or regulation. If any provision of this Agreement shall be otherwise unlawful, void, or for any reason unenforceable, then that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties. In either case, the remainder of this Agreement shall continue in full force and effect.

5.15. This Agreement shall be governed by the laws of the State of New York, without regard to its conflicts of laws provisions. The parties agree that the federal and state courts located in Erie County, New York shall have exclusive jurisdiction for all disputes arising under this Agreement or the Work Nexus Program. The parties agree that a summons and complaint may be served by mail or overnight courier service at their addresses first set forth above or at such other addresses as such party may have given written notice in accordance with paragraph 5.14.

5.16. Any notice required under this Agreement shall be in writing and delivered personally against receipt, or by registered or certified mail, return receipt requested, postage prepaid, or sent by Federal Express or other recognized



5.17. This Agreement constitutes the entire understanding between the parties hereto and supersedes all previous communications, representations and understandings, oral or written, between the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, intending to be legally bound, this Agreement is acknowledged and agreed to by authorized representatives of both parties hereto as of the date first set forth above:

SUPERIOR TALENT RESOURCES, INC.

By: Carly Landry

Carly Landry  
Print Name

Contracts Manager  
Title

3/21/16  
Date

MARKIT ON DEMAND INC.

By: [Signature]

Jody Collins  
Print Name

Vice President of Recruitment  
Title

3-16-06  
Date