

## JOBTARGET™ WEBSITE OPERATOR SERVICE AGREEMENT

### **(I) Customer / Provider Details:**

| <b>Customer:</b>      |  | <b>Provider:</b>      |   |
|-----------------------|--|-----------------------|---|
| Organization Name:    | <b>Alliance for Nevada Nonprofits</b>  | Organization Name:    | <b>JobTarget, LLC</b>   |
| Organization Address: | <b>c/o United Way of Northern Nevada and the Sierra<br/>639 Isbell Court, Suite 460<br/>Reno, NV 89509</b> | Organization Address: | <b>225 State Street, Suite 300, New London, CT 06320</b>                    |
| Organization URL:     | <b><a href="http://alliancefornevedanonprofits.com">http://alliancefornevedanonprofits.com</a></b>         | Organization URL:     | <b><a href="http://www.jobtarget.com">http://www.jobtarget.com</a></b>      |
| Agreement Contact:    | <b>Phil Johncock</b>   | Agreement Contact:    | <b>Chuck Sheriff</b>  |
| Contact Title:        | <b>Executive Director</b>  | Contact Title:        | <b>Director, Job Board Software</b>   |
| Contact Email:        | <b><a href="mailto:info@alliancefornevedanonprofits.org">info@alliancefornevedanonprofits.org</a></b>      | Contact Email:        | <b><a href="mailto:c.sheriff@jobtarget.com">c.sheriff@jobtarget.com</a></b> |
| Contact Phone:        | <b>702-483-1ANN (1266)</b>   | Contact Phone:        | <b>860-739-2555</b>   |

### **(II) Web Site:**

Services listed below will be provided for the following web site:

<http://alliancefornevedanonprofits.com> ("Web Site")

### **(III) Agreement Term:**

Unless terminated earlier as provided below, the initial term of this Agreement is three (3) years, commencing on date of the launch of the Job Board. After the initial term expires, this Agreement shall automatically renew for additional three (3) year terms on the same terms and conditions, unless terminated as provided in the General Terms and Conditions below.

### **(IV) Services Provided:**

#### **(1) JobTarget JobBoard**

##### **(a) Service Details:**

JobTarget shall build, host, and manage an online job board for the Web Site (hereafter “Job Board”).

The Job Board will allow web site users to view candidate resumes, store resumes, and monitor/manage job postings. This service shall include an online job board, recruitment advertising, resume bank, career advice, resume services, coaching services, and other services related to user job searching and employer recruiting (“Career Services”). For the duration of this Agreement, JobTarget shall be the sole and exclusive provider of said services for the Web Site.

JobTarget will bill Customer’s clients, collect client fees, and provide Job Board technical support and customer service to Customer’s clients. JobTarget will have the right to send client communications which are co-branded with Customer, for communications related directly to the Job Board service, but JobTarget shall in no event send client communications involving the marketing of other services to clients which are co-branded with Customer without Customer’s prior written approval.

**(b) Fees:**

- (i) **Implementation Fee:** Customer shall pay JobTarget an implementation fee of \$1000.00 which shall be deducted from Customer’s commission as it becomes available.
- (ii) **Revenue Share:** JobTarget will collect all fees related to the Customer’s clients’ use of the Job Board. The Customer will be entitled to monthly commissions (payable 30 days from the end of the month) on these collected fees according to the following commission schedule outlined here:

**Activity Occurring Directly on Job Board**

|  |                          |   |
|--|--------------------------|---|
| Commissions for job postings, job subscriptions, job posting credits, packages, print classifieds, job listing upgrades, job posting renewals, and other job posting related services, for use on Job Board. |                          |   |
| Sale originating from Customer’s Job Board:  | Customer Commission: 70% | JobTarget Commission: 30%                 |
| Commissions for banner ads, text ads, and other advertising for display on Job Board.  |                          |   |
| Sale originating from Customer’s Job Board:  | Customer Commission: 90% | JobTarget Commission: 10%                 |
| Commissions for resume purchases, resume subscriptions, resume credits, resume posting fees, resume listing upgrades, renewals, and other resume related services, for use on Job Board.                     |                          |   |
| Sale of resume, which was posted on Job Board, from Job Board:   | Customer Commission: 70% | JobTarget Commission: 30%                 |
| Commissions for selling products and services of other JobTarget Network Job Boards  |                          |   |
| Sale of any product/service, offered by another Network Job Board, from the Job Board:   | Customer Commission: 20% | JobTarget/Network Partner Commission: 80% |

**Activity Occurring From Network**

|  |                          |   |
|--|--------------------------|---|
| Commissions for job postings, job subscriptions, job posting credits, packages, print classifieds, job listing upgrades, job posting renewals, and other job posting related services, for use on Job Board. |                          |   |
| Sale originating from another Network Job Board:   | Customer Commission: 40% | JobTarget/Network Partner Commission: 60% |
| Commissions for banner ads, text ads, and other advertising for display on Job Board.  |                          |   |
| Sale originating from another Network Job Board:   | Customer Commission: 40% | JobTarget/Network Partner Commission: 60% |
| Commissions for resume purchases, resume subscriptions, resume credits, resume posting fees, resume listing upgrades, renewals, and other resume related services, for use on Job Board.                     |                          |   |
| Sale of resume, which was posted on Job Board, from another Network Job Board:   | Customer Commission: 20% | JobTarget/Network Partner Commission: 80% |

- (iii) **Credit Card/Invoicing Fees:** Customer agrees to pay a fee of 3.5% of gross sale amount for all purchases. This fee shall cover all credit card fees, billing fees, postage, materials, and handling costs.
- (iv) **Design/Development Fees:** Customer shall have access to JobTarget-assisted and self-service configurations for the Job Board, which are completely managed within the JobTarget Managed Administration Module or the customer-facing Career Center Administration Module, free of charge. All other changes requested to the Job Board will be considered “custom development work.” Customer agrees to pay JobTarget a fee of \$125 per hour for all custom development work commissioned by Customer. Prior to work being done, JobTarget shall first quote Customer the cost of such work and Customer shall provide written agreement to have JobTarget perform such work.

**(c) Requirements:**

- (i) **Job Board Integration:** Customer shall integrate the job board into the Web Site by adding a link in the Web Site’s top navigation and shall include an entry point on the Web Site homepage. Customer shall also include Featured Jobs widget on the pages of the Web Site. These links must be maintained for the duration of the Agreement.
- (ii) **Marketing:** Customer agrees to promote Job Board to job seekers by advertising it in Customer’s magazines, newsletters, or other mediums that it distributes, and agrees to run ads in these medium for the duration of this Agreement. Customer also agrees to send at least two (2) e-mails per month containing jobs to its membership list which JobTarget can help produce, and to promote the Job Board in its new member packet and at meetings and conferences. Upon launch of the Job Board Customer agrees to send out communication to members promoting the service.
- (iii) **Minimum Posting Fees:** The Job Board must charge a minimum of \$50.00 USD per posting (“Posting Price”).
- (iv) **Job Board Launch:** Customer shall provide JobTarget everything it needs to build the Job Board within sixty (60) days of execution of this Agreement. Customer shall launch, as described in section (i) of this clause, the Job Board within thirty (30) calendar days after JobTarget has finished building the Job Board. If Customer fails to do so, it shall pay JobTarget a monthly maintenance fee of \$200 per month until the

Job Board launches.

**(V) General Terms & Signature:**

This Agreement contains the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change, modification or amendment shall be valid or binding unless in writing and signed by both parties. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

The General Terms & Conditions attached hereto are incorporated by reference as if set forth herein.

IN WITNESS WHEREOF, the parties set their hands and seals as follows:

CUSTOMER

JOBTARGET, LLC

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

# General Terms & Conditions

## 1. Termination.

(a) The parties agree that this Agreement may be terminated, upon any one of the following conditions:

i) by either party upon the material breach of any of the terms of this Agreement by the other party which material breach is not cured within thirty (30) days after delivery of written notice thereof specifying the breach to the breaching party;

ii) by either party immediately upon giving notice, if (A) the other party ceases doing business for a period of thirty (30) days or more (for purposes of this paragraph, the reorganization of party and/or the acquisition and/or merger of the party with another entity is not "ceasing to do business"), (B) the other party makes a general assignment of a substantial portion of its assets for the benefit of its creditors, or (C) a bona fide bankruptcy, liquidation, receivership, or similar proceeding is instituted by or against the other party and such proceeding is not dismissed within one-hundred-twenty (120) days after the institution thereof; or

iii) at the end of any term, provided that one party provides written notice to the other party at least 90 days prior to the end of the term; or

(b) Upon termination, the non-breaching party shall be entitled to all remedies at law and equity.

(c) Upon termination, Customer shall be provided a copy of the client data collected during the term of this Agreement.

**2. Software/Technology Ownership.** The parties agree that this Agreement is not a transfer or license of software rights. At all times covered by this Agreement and after its termination, JobTarget maintains all ownership and rights over its software, and the associated upgrades, customizations, and other materials and technologies associated with the software. JobTarget retains the right to all content, code, data and other materials created as a result of this Agreement and/or usage of its software.

**3. Compliance.** Customer agrees to comply with the terms of the user agreements, privacy statements and any other existing agreements currently in use by JobTarget to collect and manage the content provided to JobTarget by the job seekers and employers using the Job Board. Copies of these can be found at <http://www.jobtarget.com/corp/privacy-policy/> and <http://www.jobtarget.com/corp/terms-of-use/>. If Customer decides to adopt any conflicting or contradictory terms to those currently used by JobTarget, Customer agrees to contact all affected individuals and provide them the means to withdraw their data.

**4. Non-solicitation.** During the term of this Agreement and for a period of twelve (12) months thereafter, both parties agree not to employ or solicit directly or indirectly the employment of any employee of the other without such other party's prior written consent.

**5. Indemnifications.** The parties agree to indemnify and hold the other harmless from all claims, judgments, settlements, damages, liabilities, actions, demands, costs, expenses, or losses, including reasonable attorney's fees, arising out of any third-party claim that the other party's content or services i) are libelous; ii) are infringements upon the copyright, trademark, trade secret or other proprietary rights of others, or (iii) result in any tort, injury, damage or harm of any kind to any third person.

**6. No Warranties.** Neither party makes any warranty in connection with the subject matter of this Agreement, and hereby disclaims any implied warranties or merchantability and fitness for a particular purpose regarding such subject matter.

**7. Limitation of Liability.** The parties agree that neither party shall be liable to the other for any special, incidental, or consequential damages, whether related to breach of contract, tort, negligence, technology failure, or any other cause of action. The maximum liability of JobTarget relating to any transactions that are the subject matter of this Agreement shall be the amounts set forth in Section 4 in the Agreement.

## 8. General Provisions.

a) Assignment. Neither party may assign this Agreement in whole or in part without the other party's written consent, except in the case that the majority of the equity or substantially all of the assets of one of the parties is transferred to a third party through merger or acquisition.

b) Dispute Resolution. The validity, interpretation, and enforcement of this Agreement shall be governed by the internal laws of the State of Connecticut. The parties each hereby agree to the exclusive jurisdiction of the courts of the State of Connecticut and the Federal Courts therein, and agree that a judgment of such courts will be enforceable in any court of competent jurisdiction over either party. The parties agree that service or process by certified mail, return receipt requested, shall be adequate services of process, and each party agrees that if service of process cannot be made on such party at the address provided to the other party or any subsequent address, such party hereby appoints the Secretary of State of the State of Connecticut as its agent for service of process. Customer shall reimburse JobTarget for all costs incurred by JobTarget in enforcing its rights under this Agreement, including without limitation reasonable attorneys' fees.

c) No Agency. The parties herein agree that they are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture.

d) Force Majeure. Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party including, but not limited to, acts of God, power outages, technological problems and governmental restrictions.

e) Non-disclosure. The parties agree that the terms of this Agreement may not be discussed with any third party not a party to this agreement.

f) Notice. Any notice or written communication required pursuant to the terms of this Agreement shall be deemed sufficient if delivered in person, mailed postage prepaid by certified or registered mail, to the address set forth in this of this Agreement.