
Dratis – Terms of Service

April 10, 2020

Terms of Service

PLEASE READ THE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS IN CONNECTION WITH THE USE OF OUR WEBSITE, WWW.DRATIS.COM ("SITE"). YOU MUST READ, AGREE TO, AND ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT TO BE A USER OF THE SITE AND THE SITE SERVICES.

Any capitalized terms used in this Agreement shall have the meanings assigned to them, whether at such time as they first appear, or in Section 10.0, or otherwise. The term "User" shall mean a Company or Contractor who has an active Profile on the Site and is otherwise an authorized user of the Site.

This User Agreement (this "Agreement" or "Terms of Service") is a legal contract between you ("you" or "User") and Dratis, LLC ("Dratis," "we," or "us").

Dratis may, in its sole discretion, amend this Agreement at any time by posting a revised version on the Site. Dratis will provide reasonable advance notice of any amendment that includes a substantial change to the pricing or services provided under this Agreement by posting the updated Terms of Service on the Site, providing notice on the Site itself, and/or by sending you notice by email. Any revisions to the Terms of Service will take effect on the noted effective date (each, as applicable, the "Effective Date"). YOU UNDERSTAND AND AGREE THAT BY USING THE SITE OR SITE SERVICES NOW OR AFTER ANY APPLICABLE EFFECTIVE DATE, YOU AGREE TO BE BOUND BY THE TERMS OF SERVICE, AS AMENDED (IF AMENDED). IF YOU DO NOT ACCEPT THE TERMS OF SERVICE IN THEIR ENTIRETY, YOU MUST NOT ACCESS OR USE THE SITE OR THE SITE SERVICES, AND YOU DO NOT HAVE PERMISSION TO DO SO.

IF YOU AGREE TO THE TERMS OF SERVICE ON BEHALF OF AN ENTITY, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THE TERMS OF SERVICE AND AGREE THAT YOU ARE BINDING BOTH YOURSELF AND THAT ENTITY TO THE TERMS OF SERVICE. IN THAT EVENT, "YOU" AND "YOUR" AS USED HEREIN WILL REFER AND APPLY BOTH TO YOU AND THAT ENTITY.

1.0 PURPOSE OF DRATIS AND THE SITE

The Site is a marketplace where Companies and Contractors can identify each other and communicate online. Subject to the Terms of Service, Dratis provides the Site Services to Users, including hosting and maintaining the Site and facilitating the formation of Service Contracts (defined in Section 10.0 below).

2.0 DRATIS ACCOUNTS

2.1 REGISTRATION AND ACCEPTANCE

By registering for an account to use the Site or Site Services (an "Account"), or by using the Site or Site Services after the Effective Date if you had an Account on the Effective Date, you agree to abide by this Agreement.

To access and use certain portions of the Site and the Site Services, you must register for an Account. Subject to the Site Terms of Use, certain portions of the Site are available to any person who visits the Site, whether with or without an active Profile (defined below), including those portions accessible before your Account registration is accepted. Dratis reserves the right to decline a registration to use the Site or to add an

Account type as a Company or Contractor for any reason, including those based on supply and demand, cost to maintain data, or other business considerations, economic or otherwise.

2.2 ACCOUNT ELIGIBILITY

Dratis offers the Site and Site Services for business purposes only and not for personal, household, or consumer use. To register for a Company account you must be, and hereby represent that you are, an employee or agent of and authorized to act for, an independent business (whether as a self-employed individual, sole proprietor or corporation, limited liability company, or other entity). You hereby further represent that you (a) will use the Site and Site Services for business purposes only; (b) will comply with any licensing, registration, or other requirements with respect to your business, or the business for which you are acting; and (c) are a legal entity or an individual 18 years of age or older (or have otherwise reached the age of majority in the jurisdiction in which you conduct business) who has the legal right to form legally binding contracts.

2.3 ACCOUNT PROFILE

To register for an Account to join the Site, you must complete a User profile ("Profile").

For Contractor Users, Profile information is confidential, including any resume uploaded to your Profile. Profile information is not searchable or publicly visible on the Site and is only revealed to Company Users when approved by you. Such approval occurs when you (a) apply for an active Position (defined in Section 10.0 below); or (b) accept an invitation to apply for an active Position from the Company that is offering the Position.

For Company Users, Profile information is not searchable or publicly visible, except that certain Company information is presented to prospective candidates in connection with the posting of active Positions. This information is limited to the following: Company name, contact person and Company overview. All other Company information remains confidential.

You agree to provide true, accurate, and complete information on your Profile and all registration and other forms you access on the Site or provide to us, and to update your information to maintain its truthfulness, accuracy, and completeness. You further agree not to provide any false or misleading information about your identity or location, your business, your skills, or the services your business provides, and to correct any such information that is or becomes false or misleading.

2.4 ACCOUNT TYPES

Two different Account types are available for use on the Site: Company Accounts and Contractor Accounts (defined below). You may register to use the Site and Site Services as a Company and may create an account for such purpose (a "Company Account"). You may register to use the Site and Site Services as a Contractor and may create an account for such purpose (a "Contractor Account"). Users registering as a Contractor agree not to have or register for more than one Account without prior express written permission from us. We reserve the right to revoke the privileges of any Account or access to or use of the Site or Site Services, and those of any and all linked Accounts without notice if, in our sole discretion, false or misleading information has been provided in creating, marketing, or maintaining your Profile or Account.

2.5 ACCOUNT PERMISSIONS

2.5.1 CONTRACTOR PERMISSIONS

As a Contractor, you agree not to allow another person to create a Contractor Account on your behalf, for your use, or for your benefit.

2.5.2 COMPANY PERMISSIONS

An authorized employee or agent may create an Account on behalf of your Company. By granting other persons permission under your Account, you represent and warrant that (a) the person, as an employee or agent of the Company, is authorized to act on your behalf, (b) you are financially responsible for the person's actions taken in accordance with those permissions, including, if applicable, entering into binding contracts on behalf of the owner of the Account, and (c) you are fully responsible and liable for any action of any person to whom you have provided any permissions and any other person who uses the Account, including making payments and entering into Service Contracts and the Terms of Service.

2.5.3 VIOLATION

If you violate the Terms of Service, your ability to use the Site may be restricted or terminated, as determined by Dratis in its sole discretion. If Dratis determines to terminate your Account as a result, it may close any or all related Accounts.

2.6 IDENTITY AND LOCATION VERIFICATION

When you register for an Account and from time to time thereafter, your Account will be subject to verification, including, but not limited to, validation against third-party databases or the verification of one or more official government or legal documents that confirm your identity, your location, and your ability to act on behalf of your business on the Site. By registering for an Account and/or using the Site or Site Services, you authorize Dratis, directly or through third parties, to make any inquiries it deems necessary or appropriate in its discretion to validate your identity and/or your location, and confirm your ownership of your email address or financial accounts, subject to applicable law. When requested, you must promptly provide us with complete information about yourself and your business, which includes, but is not limited to, providing official government or legal documents that establish or confirm any of the above information. Nothing herein, however, shall require Dratis to verify any information provided by you, and you shall remain fully responsible for the completeness and truthfulness of all such information.

2.7 USERNAMES AND PASSWORDS

When you register for an Account, the email address you specify will be used as the Account username. You will be asked to create a password for the Account. You are entirely responsible for safeguarding and maintaining the confidentiality of your password and agree not to share your username or password with any person who is not authorized to use your Account. You authorize Dratis to assume that any person using the Site with your username and password either is you or is authorized to act for you. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your Account or any unauthorized access to the password for your Account. You further agree not to use the Account or log in with the username and password of another User of the Site if (a) you are not authorized to use such username or password, or (b) the use would violate the Terms of Service to any degree or extent.

3.0 RESPONSIBILITIES OF THE PARTIES

Dratis makes the Site and Site Services available to Contractors and Companies solely to enable them to find and connect with each other to evaluate the possibility of entering into an arrangement whereby

Contractors would provide services to Companies in exchange for compensation from Dratis, and to facilitate the creation of a legal relationship among the parties where Contractors and Companies have decided to enter into such an arrangement.

Notwithstanding anything to the contrary in the Terms of Service, Dratis does not, and assumes no obligation whatsoever to, introduce Contractors to Companies, find Positions for Contractors, or find Contractors for Companies and the Positions they are looking to fill. Through the Site and Site Services, Contractors may be notified of Companies that may be seeking the skills they have, and Companies may be notified of Contractors that may possess the skills they seek; at all times, however, Users are solely responsible for evaluating and determining the suitability of any Position, Company or Contractor for themselves and their specific purposes.

Users entering into a Service Contract acknowledge and agree that any information on the Site regarding the Position has been provided by the Company and any information on the Site regarding the Company or the Contractor has been provided by the Company or the Contractor, respectively. Notwithstanding anything to the contrary in the Terms of Service, Dratis assumes no responsibility whatsoever for (a) the truthfulness or completeness of any such information, nor for the outcome or result of, or any development, dispute or controversy arising out of or related to, any relationship between Contractors and Companies arising from their use of the Site, (b) the truthfulness of any feedback or information provided by Users about Contractors or Companies, (c) User Content provided by, and other statements or posts made by, Users; (d) the quality of work performed by any Contractor, (e) the qualifications, background or identity of any Contractor or Company, (f) the ability of any Contractor to perform specific services, (g) the methods or processes Contractors use to perform services; (h) the soundness of character of any Contractor, (i) the quality, safety or legality of services to be performed under any Service Contract, (j) the quality or safety of the work environment at any Company, or (k) the ability of any Company to pay for Contractor Services.

Users further acknowledge, agree and understand that Dratis does not, in any way, supervise, direct, control, or evaluate Contractors or their work and is not responsible in any way or to any extent for the completion or quality of any Project or Work Product (such terms are defined in Section 10.0 below).

Without limiting the foregoing, (I) Company Users shall be solely responsible for (a) ensuring the accuracy and completeness of any User Content provided by Contractors, and for verifying any other information provided thereby, whether on the Site or elsewhere, (b) determining the suitability of any particular Contractor to perform the work required (such as through interviews, background and reference checks, and other vetting processes), (c) assessing whether to engage a particular Contractor for needed services, and (d) negotiating and agreeing to terms of engagement with Contractors for such services, and (II) Contractor Users are solely responsible for (a) ensuring the accuracy and completeness of any User Content provided by Companies, and for verifying any other information provided thereby, whether on the Site or elsewhere, (b) determining the suitability of working for a particular Company and assessing whether to enter into an arrangement to provide services to such Company, and (c) negotiating and agreeing to terms of engagement with Companies.

In addition, Contractor Users shall be solely responsible for determining, and shall have the sole right to determine, the types of services they will provide and which Projects they will accept. Contractor Users and Company Users together shall determine the length of any particular Project or engagement and the price to be paid Contractor Users for their services. Contractor Users acknowledge and agree that they will be paid at such times and amounts as outlined in their Service Contract. They further acknowledge and agree that Dratis does not (i) in any way provide or guarantee Contractors a regular salary or any minimum or regular payment; (ii) provide Contractors with training or any equipment, labor, tools, or materials for the

performance of services; or (iii) provide the premises or facilities at which Contractors will perform the services.

In the event that the provisions of this Section 3 are different from or contrary to other provisions in this User Agreement, the provisions of this Section 3 shall apply.

3.1 COMMUNICATION

In the future, Dratis intends to provide for communication between Companies and Contractors in the form of a messaging feature on the Site. When it becomes available, this feature will be enabled only after a Company has accepted a Contractor's application through the formal application and acceptance process on the Site.

Users agree, when communicating on the Site at any time, through the messaging feature or otherwise, to conduct themselves in a professional manner and not to engage in any speech that can be construed as profane, violent, sexually explicit, hateful, related to terrorism or otherwise illegal or inappropriate. Users engaging in this type of speech, as determined by Dratis in its sole discretion, will be removed from the Site and Dratis may exercise other rights in such instance as provided in the Terms of Service, the Service Contracts, or as provided by law.

Users agree that Dratis is not responsible for content written by another User and that they will inform Dratis immediately of messaging content that is of concern or that can be construed to threaten their personal safety or well-being or the safety or well-being of others.

Users understand and agree that Dratis, in its sole discretion, may contact law enforcement officials at the discovery of messaging content that includes references to illegal activity, acts of violence, threats made to Users or outside persons, and other similar types of content.

Users are free to exchange contact information and communicate outside the Site via phone, email or any other method. Users agree that Dratis likewise is not responsible for any content or information shared outside the Site.

3.2 CONFIDENTIAL INFORMATION

Neither Dratis nor the Site provides protection regarding confidential information divulged during communication between Users. Users must exercise caution and best judgement when divulging information deemed to be sensitive and/or confidential. Users agree that Dratis is not responsible for confidential information that is divulged by a User.

3.3 SITE USAGE

All Users agree that use of the Site is for the sole purpose of connecting Users as Companies and Contractors, with the ultimate goal of having such Users enter into contracts or agreements, with Dratis serving as the staffing agency and employer of record.

All Users agree to use the Site for this purpose only and not for the purpose of finding Users, whether they be Contractor or Company, to enter into Service Contracts outside the Site and to which Dratis is not a part. Users agree to notify Dratis immediately when solicited by another User for this purpose.

3.4 SITE SECURITY

Dratis is committed to ensuring the confidentiality of information posted to the Site by all Users and employs standard measures to protect and safeguard that information. However, such information is not encrypted

at this time. Moreover, Dratis cannot and does not guaranty that such information, whether encrypted or not, will not be obtained by others through illegitimate means. Dratis will, however, use its best efforts to implement all proper protocols in the event of a breach of the Site.

4.0 SERVICE AGREEMENTS

4.1 Company

Company Users may use the Site to post Positions and accept applications for those Positions from Contractors. They may otherwise conduct phone screens and on-site interviews, negotiate terms and engage in any other activity necessary to vet and secure potential candidates for open Positions. However, before an offer can be made to a candidate identified through the Site, the Company must have a fully executed Master Staffing Agreement (MSA) in place. The MSA outlines the business relationship between Dratis and the Company as well as the roles and responsibilities of each. The MSA does not obligate the Company to engage contractors through Dratis but rather outlines the details of their legal and business relationship when a Company chooses to do so. Once the MSA is signed, the Company will be deemed a Client of Dratis, as more fully described in the agreement.

When an offer to a Contractor has been accepted, a separate addendum agreement to the MSA will be produced that outlines the terms and details of the arrangement between the Company and Contractor. The details of the addendum will be specific to the contract being entered into and the services to be performed and will be subject to the provisions of the Master Staffing Agreement between Dratis and the Company.

4.2 Contractor

Before being engaged by the Company, a Contractor must sign an Employment Agreement with Dratis. The Contractor under the Employment Agreement will be an at-will employee of Dratis while providing services to the Company. The terms of employment and other details of the arrangement among Dratis, the Contractor and the Company will be set forth in this agreement.

Upon hire, the employee will be provided an Employee Handbook which will detail employment policies, standards of conduct, benefit information, and other information relevant to Contractor's employment by Dratis and engagement by the Company. This handbook as well as the employee agreement must both be signed prior to employment with Dratis and the performance of services by the Contractor.

5.0 WARRANTY DISCLAIMER

THE SITE AND THE SITE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DRATIS MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SITE, THE SITE SERVICES, ANY WORK PRODUCT OF THE CONTRACTOR, OR ANY ACTIVITIES OR INFORMATION PROVIDED THEREIN, OR RELATED TO THIS AGREEMENT OR THE TERMS OF SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DRATIS DISCLAIMS ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW FOR ALL OF THE FOREGOING LIMITATIONS ON WARRANTIES, AND THEREFORE TO THAT EXTENT, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. SECTION 8 (TERM AND TERMINATION) SETS FORTH USERS' SOLE AND EXCLUSIVE REMEDY AGAINST DRATIS WITH RESPECT TO ANY DEFECTS, MISINFORMATION, OR OTHER ISSUES RELATED TO THE SITE OR ARISING FROM ITS USE.

6.0 LIMITATION OF LIABILITY

Dratis is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the Terms of Service, including, but not limited to:

- your use of or your inability to use our Site or Site Services;
- delays or disruptions in our Site or Site Services;
- viruses obtained or the effects of other malicious software incurred by accessing, or linking to, our Site or Site Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Site or Site Services;
- damage to your hardware device from the use of the Site or Site Services;
- the content, actions, or inactions of third parties' use of the Site or Site Services;
- a suspension or other action taken with respect to your Account;
- your reliance on the quality, accuracy, or reliability of job postings, Profiles, ratings, recommendations, feedback (including their content, order, and display), and any other information posted, used on, or made available through the Site; and
- your need to modify practices, content, or behavior, or your loss of or inability to do business, as a result of changes to the Terms of Service.

ADDITIONALLY, IN NO EVENT WILL DRATIS, OUR AFFILIATES (defined in Section 10.0 below), LICENSORS OR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS, OR LOSS OF DATA, PRODUCTION, PROFIT, OR BUSINESS OPPORTUNITIES. SUBJECT TO THE FOREGOING, THE LIABILITY OF DRATIS, OUR AFFILIATES, LICENSORS AND THIRD-PARTY SERVICE PROVIDERS TO ANY USER FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THE TERMS OF SERVICE WILL NOT EXCEED THE LESSER OF: (A) \$2,500; OR (B) ANY FEES RETAINED BY DRATIS WITH RESPECT TO SERVICE CONTRACTS ON WHICH USER WAS INVOLVED AS CLIENT OR CONTRACTOR DURING THE SIX-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. THESE LIMITATIONS WILL APPLY TO ANY LIABILITY, RELATED IN ANY WAY TO ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE TERMS OF SERVICE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL OF THE FOREGOING EXCLUSIONS AND LIMITATIONS, AND THEREFORE TO THAT EXTENT, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

7.0 INDEMNIFICATION

You will indemnify, defend, and hold harmless Dratis, our Affiliates, and our respective owners, officers, employees, representatives, and agents (each an "Indemnified Party") for all Indemnified Claims (defined below) and Indemnified Liabilities (defined below) relating to or arising out of: (a) the use of the Site and the Site Services by you or your agents, including any payment obligations or default incurred through use of the Site Services; (b) any Service Contract entered into by you or your agents, including, but not limited to, the classification of Dratis as an employer or joint employer; any employment-related claims, such as those relating to employment termination, employment discrimination, harassment, or retaliation; and any claims for unpaid wages or other compensation, overtime pay, sick leave, holiday or vacation pay,

retirement benefits, worker's compensation benefits, unemployment benefits, or any other employee benefits; (c) failure to comply with the Terms of Service by you or your agents; (d) failure to comply with applicable law by you or your agents; (e) negligence, willful misconduct, or fraud by you or your agents; and (f) defamation, libel, violation of privacy rights, unfair competition, or infringement of Intellectual Property Rights (defined in Section 10.0 below) or allegations thereof to the extent caused by you or your agents. For purposes of this Section 7, your "agents" include any person who has apparent authority to access or use your Account demonstrated by using your username and password.

"Indemnified Claim" means any and all claims, suits, proceedings, demands, or actions brought by a third party or other User against an Indemnified Party.

"Indemnified Liability" means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys' fees and all related costs and expenses) arising from or relating to any Indemnified Claim.

8.0 TERM AND TERMINATION

8.1 TERMINATION

We may terminate this Agreement in our sole discretion, at any time, without explanation, upon written notice to you. Users may terminate this Agreement at any time, without explanation, upon written notice to Dratis provided they have not entered into a Service Contract with Dratis. In the event this Agreement is terminated, your right to use the Site and Site Services shall automatically be revoked, and your Account will be closed.

Without limiting Dratis' other rights or remedies, we may, but are not obligated to, terminate this Agreement, temporarily or indefinitely revoke access to the Site or Site Services, deny your registration, or permanently revoke your access to the Site and refuse to provide any or all Site Services to you if: (i) you breach any terms and conditions of this Agreement; (ii) we suspect or become aware that you have provided false or misleading information to us; or (iii) we believe, in our sole discretion, that your actions (A) may cause legal liability for you, our Users, or Dratis or our Affiliates; (B) may be contrary to the interests of the Site or the User community; or (C) may involve illicit or illegal activity. If your Account is temporarily or permanently closed, you may not use the Site under the same Account or a different Account, nor may you reregister under a new Account without Dratis' prior written consent.

You acknowledge and agree that the value, reputation, and goodwill of Dratis and the Site depend on transparency of User's Account status to all Users, including both yourself and other Users who have entered into Service Contracts with you. You therefore agree as follows: **IF DRATIS DECIDES TO TEMPORARILY OR PERMANENTLY CLOSE YOUR ACCOUNT, DRATIS HAS THE RIGHT WHERE ALLOWED BY LAW BUT NOT THE OBLIGATION TO NOTIFY OTHER USERS THAT HAVE ENTERED INTO SERVICE CONTRACTS WITH YOU OF YOUR CLOSED ACCOUNT STATUS. YOU AGREE THAT DRATIS WILL HAVE NO LIABILITY ARISING FROM OR RELATING TO ANY NOTICE THAT IT MAY PROVIDE TO ANY USER REGARDING YOUR CLOSED ACCOUNT STATUS.**

User understands and agrees that termination of this Agreement does not automatically terminate or otherwise impact any Service Contract to which the User is a party, and the rights and obligations of the parties under such Service Contract shall not be affected thereby.

8.2 ACCOUNT DATA ON CLOSURE

Except as otherwise required by law, if your Account is closed for any reason, you will no longer have access to data, messages, files, or other material you keep on the Site and that any closure of your Account may involve deletion of any content stored in your Account for which Dratis will have no liability whatsoever. Dratis, in its sole discretion and as permitted or required by law, may retain some or all of your Account information.

8.3 SURVIVAL

After this Agreement terminates, the terms of this Agreement and the other Terms of Service that expressly or by their nature contemplate performance after this Agreement terminates or expires will survive and continue in full force and effect. For example, the provisions requiring indemnification, payment of fees, and setting forth limitations of liability, each by their nature contemplate performance or observance after this Agreement terminates. Without limiting any other provisions of the Terms of Service, the termination of this Agreement for any reason will not release you or Dratis from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination.

9.0 GENERAL

9.1 ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between you and Dratis relating to the subject matter hereof and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between you and us, written or oral, to the extent they relate in any way to the subject matter hereof. The section headings in the Terms of Service are included for ease of reference only and have no binding effect. Even though Dratis drafted the Terms of Service, you represent that you had ample time to review and decide whether to agree to the Terms of Service. If an ambiguity or question of intent or interpretation of the Terms of Service arises, no presumption or burden of proof will arise favoring or disfavoring you or Dratis because of the authorship of any provision of the Terms of Service. These Terms of Service shall be incorporated into any Service Contract entered into by Dratis and any User.

9.2 MODIFICATIONS; WAIVER

No modification or amendment to the Terms of Service will be binding upon Dratis unless set forth in a written instrument signed by a duly authorized representative of Dratis or posted on the Site by Dratis. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

9.3 ASSIGNABILITY

Dratis may freely assign this Agreement without User's consent. User may not assign the Terms of Service, or any of its rights or obligations hereunder, without Dratis' prior written consent in the form of a written instrument signed by a duly authorized representative of Dratis. Any attempted assignment or transfer by any User in violation of this subsection will be null and void. Subject to the foregoing restrictions, the Terms of Service are binding upon and will inure to the benefit of the successors, heirs, and permitted assigns of the parties.

9.4 SEVERABILITY

If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in

which it is illegal, invalid, or unenforceable to the extent thereof and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

9.5 CONSENT TO USE ELECTRONIC RECORDS

You may be entitled to receive certain records from Dratis or our Affiliates, such as contracts, notices, and communications, in writing. To facilitate your use of the Site and the Site Services, you give us permission to provide these records to you electronically instead of in paper form.

9.6 NEW HAMPSHIRE LAW

This User Agreement shall be governed by the laws of the State of New Hampshire, without regard to its choice of law principles. Any action to collect any sums due or enforce any other rights under this Agreement shall be brought in Hillsborough County in the State of New Hampshire, and the parties consent to jurisdiction and venue in such State and County. In any action or proceeding to enforce or construe this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. No User shall have the right or authority to bring a dispute hereunder as a class or collective action, or to have such dispute heard as such, or to act or participate as a member in any such class or collective proceeding.

9.7 NOTICE

Any notice required or permitted to be given by Dratis to any User or by any User to Dratis hereunder shall be provided by email (i) to the email address submitted by the User when registering for an Account if notice is to the User, and (ii) to legal@dratis.com if notice is to Dratis. Such notice shall be effective upon delivery, unless a different effective date is specified in the notice.

10.0 DEFINITIONS

"Affiliate" means any entity that controls, or is controlled by, or is under common control with, Dratis.

"Company" means a legal entity that:

- is authorized to do business in the United States
- has a valid Employee Identification Number (EIN), and
- is an authorized User utilizing the Site to seek and/or obtain Contractor services from another User.

"Contractor" means an individual who:

- is authorized to work in the United States by virtue of one of the following:
 - a Social Security card
 - a U.S. birth or birth abroad certificate
 - a Native American tribal document
 - a U.S. citizen ID card
 - a resident citizen ID card, and
- is an authorized User utilizing the Site to provide Contractor services to another User.

"Intellectual Property Rights" means the rights of Users in intellectual property arising from or otherwise associated with services provided by Contractors to Companies hereunder.

“Position” means a job position created and posted by a Company for the purpose of hiring a Contractor with an active Profile.

"Project" means an engagement for services to be provided by a Contractor to a Company in connection with a Position.

“Service Contracts” refers, collectively, to the following (each individually, a "Service Contract"):

- Master Staffing Agreement (MSA) – The foundational agreement between Dratis and a Company that outlines the overall business relationship and respective responsibilities of the two parties.
- Master Staffing Agreement Addendum – Addendum to the MSA that specifies the conditions of hiring when the application of a Contractor has been conditionally accepted by a Company (whether background and records checks are to be performed, etc.), the details of the job if the Position is to be offered to the Contractor, including without limitation the job description, the billing rate and rate of pay, the length or period of time the job will continue, whether it is to be part-time or full-time, etc.
- Employee Agreement – The employment agreement between Dratis and the Contractor that is executed when a Company engages a Contractor.

“Site Services” refers to the following services provided by Dratis through the Site:

- facilitating the creation and posting of User Profiles by Companies and Contractors
- facilitating the creation and posting of Positions by Companies, and
- facilitating the submission, acceptance and rejection of applications for Positions.

“User Content” means any comments, remarks, data, feedback, content, text, images, or other content or information that you or any User posts to the Site or any part thereof at any time, including but not limited to any content or information posted as a result of questions asked by visitors or other Users.

"Work Product" means any tangible or intangible results or deliverables that a Contractor agrees to create for, or actually delivers to, a Company in connection with the performance of services by the Contractor for the Company, including but not limited to configurations, computer programs, or other information, or customized hardware, and any intellectual property developed in connection therewith.