

Terms of Use

Last Modified: July 17, 2017

Acceptance of the Terms of Use

These terms of use are entered into by and between you and Right Stuff Marketplace, LLC. These Terms of Use, govern your access to and use of www.rsmarketplace.com, including any content, functionality and services offered on or through www.rsmarketplace.com (the "**Website**"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, by registering to become an Intern on the Website, or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories. By using this Website, you represent and warrant that you meet all of the foregoing eligibility requirements. If you are under 18 years old or the age of majority in your jurisdiction, you must be under the direct supervision of a parent, legal guardian or other responsible adult. If you do not meet all of these requirements, you must not access or use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Intern Responsibilities

You understand that the Right Stuff MarketplaceSM is a service to assist you in finding internship opportunities. You acknowledge that each employer's profile available through the Right Stuff MarketplaceSM is compiled and maintained by that employer and not by us. You also understand that nothing contained herein creates any franchise, agency or business opportunity relationship between us. You agree and acknowledge that we are not an employer or joint employer with any employer, whether they are an individual, company or university. You understand that you will receive a 1099 from the Right Stuff MarketplaceSM and not from the employer, individual or university that you may do research for a particular project.

You agree to provide an accurate, true and complete description of your skills and abilities as presented in the Right Stuff Resume[®]. You hereby grant to us a royalty-free, worldwide, non-exclusive right and license to use the information you provide on the Website for the purpose of attracting internship opportunities for you.

Except as this Agreement expressly permits, you shall not, and shall not permit any other person to:

- (a) copy the Website or its source code, in whole or in part;
- (b) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of the Website or its source code;
- (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Website or source code;
- (d) reverse engineer, disassemble, decompile, decode or adapt the Website or its source code, or otherwise attempt to derive or gain access to the source code of the Website, in whole or in part;
- (e) bypass or breach any security device or protection used for or contained in the Licensed Software or Documentation;
- (f) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, documentation, warranties, disclaimers, or intellectual property rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Website or its source code;
- (g) use the Website or its source code in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;
- (h) use the Website or its source code for purposes of: (i) benchmarking or competitive analysis of the Website or its source code; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to our detriment or commercial disadvantage;
- (i) use the Website or its source code, other than for the permitted use or in any manner or for any purpose or application not expressly herein.

Payment to Interns

After you complete your research on a project and the employer has approved the project's completion, we will pay you within ten (10) days of such approval. If you receive over \$600 in one calendar year, we will issue you a 1099 for your tax return. In order to begin research on a project, you must provide to us a completed W-9 which can be downloaded from IRS website (www.irs.gov).

Confidentiality

In connection with the Website, each party (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party") "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information

with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential". Confidential Information does not include information (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information. The Receiving Party shall not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; not disclose or permit access to Confidential Information other than to its representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Agreement; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth herein; safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure; and ensure its representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Agreement. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Agreement with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives. If the Receiving Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights this Agreement; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Agreement, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

Term and Termination

This Agreement may be terminated at any time upon written notice to the other party. On the termination of this Agreement, all rights, licenses and authorizations granted to you will immediately terminate; all amounts payable to us are immediately payable and due no later than fifteen (15) days after the effective of termination of this Agreement. Any right, obligation or provision under this Agreement that, by its nature, should survive termination of this Agreement, will survive any termination of this Agreement.

Representations and Warranties

Each Party represents, warrants and covenants to the other Party that: it is duly organized, validly existing and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses and authorizations it grants and is required to grant under this Agreement; the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and, when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

THE WEBSITE, SOFTWARE, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY US ARE PROVIDED "AS IS." WE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY OF ANY KIND THAT THE WEBSITE, SOFTWARE OR DOCUMENTATION, OR ANY OTHER LICENSOR OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET YOUR OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL OPEN-SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN LICENSEE AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN-SOURCE COMPONENTS AND THIRD-PARTY MATERIALS.

Indemnification

You shall indemnify, defend and hold harmless Right Stuff MarketplaceSM and its affiliates, and each of its and their respective officers, directors, employees, agents, subcontractors, successors and assigns (each, including RSM, a "RSM Indemnitee") from and against any and all losses incurred by the RSM Indemnitee in connection with any

action by a third party to the extent that such losses arise out of or relate to any allegation: (i) that any intellectual property right or other right of any person, or any law, is or will be infringed, misappropriated or otherwise violated by any use or combination of the Website, by or on behalf of you or any of its representatives or information, materials or technology or other matter whatsoever directly or indirectly provided by you; or (ii) of or relating to facts that, if true, would constitute a breach by you of any representation, warranty, covenant or obligation under this Agreement; (iv) of or relating to negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of you or any of your representatives with respect to the information provided by you or otherwise in connection with this Agreement; or (v) of or relating to use of the Website by or on behalf of you or any of your representatives that is outside the purpose, scope or manner of use authorized by this Agreement, or in any manner contrary to our instructions.

Limitations of Liability

IN NO EVENT WILL RIGHT STUFF MARKETPLACESM, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY (a) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (b) LOSS OF GOODWILL OR REPUTATION, (c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY LICENSED SOFTWARE OR OPEN-SOURCE COMPONENTS OR OTHER THIRD-PARTY MATERIALS, (d) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (e) COST OF REPLACEMENT GOODS OR SERVICES, OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF RIGHT STUFF MARKETPLACESM ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE TIMES THE TOTAL AMOUNTS PAID TO RIGHT STUFF MARKETPLACESM UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Force Majeure

No Breach or Default. In no event will Right Stuff MarketplaceSM be liable or responsible to you or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by any circumstances beyond Right Stuff

Marketplace's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation.

Miscellaneous

Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in the County of Williamson, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein will be effective service of process for any suit, action or other proceeding brought in any such court.

Waiver of Jury Trial. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.