JobDiva Service Agreement
Cover Page

Date: 11/12/2013	Sales Rep: Peter Cronin		CA#: 11-001213
Service	**Start Date**	**End Date**	**Monthly Fee**
Corporate Subscription to JobDiva First Invoice 2/1/2014	**12/1/2013**	**11/30/2014**	**$550**

Payment Terms: All fees shall be due in advance. After providing a one-week notice, JobDiva reserves the right to suspend Client's access to the Service in the event that any amount remains past due for more than thirty (30) days.	**Sub Total**	$550
	Tax	
	Total	$550

This JobDiva Service Agreement, including this Cover Page and the attached Terms and Conditions (which are incorporated herein by reference), are accepted and agreed to.

Company:

BizofIT (Bizoforce Inc.)

By: _____

Name: Bala Palamadai

Title: CEO

Date: Nov 13, 2013

JOBDIVA, INC.
44 Wall Street, 18th Floor
New York, NY 10005

By: _____

Name:

Title:

Date:

JOBDIVA SERVICE AGREEMENT

TERM AND CONDITIONS

1. SERVICE

A. During the term of this Agreement (defined as JobDiva Service Agreement Terms and Conditions, together with the preceding "cover" page and all addendums referenced and attached hereto), and in consideration for the service fees set forth in the Cover Page, JobDiva will provide the named Client and its Affiliates in the Cover Page non-exclusive, non-transferable access and use of the Service specified on the Cover Page. The use of the Service is subject to the Terms and Conditions of this Agreement. Client may use any provided or accessible documentation solely in conjunction with Client's use of the Service. Client may extend the rights and benefits of this Agreement to its Affiliates (defined in this paragraph below) provided that each such Affiliate agrees to the terms hereof, Client remains liable for the acts and omission of such Affiliates as if performed by Client. For the purpose of this Agreement, an "Affiliate" shall mean, with respect to a party, any person or entity that it controls, is controlled by, or is under common control with such party.

B. All users who are authorized by Client to access Client database shall be employees or agents of Client or its Affiliates and their use of JobDiva shall be within Client's control.

C. Client acknowledges and agrees that the Service is owned by, and shall remain the sole property of, JobDiva and that JobDiva is the sole owner of all intellectual property rights in and to the Service including, without limitation, its software, hardware infrastructure, documentation, help desk section, best practices section, user guides, release narratives, system and work-flow process descriptions, system rules, screen layouts, report layouts, database layouts, process flow, system documentation, thesauruses, data mappings and implications or any other documentation that pertains to the creative work and the intellectual property of JobDiva and other components, any derivative works of the Service provided that any Client content stored on JobDiva's servers or its database are, and shall remain, the property of Client. This Agreement does not convey to Client title or ownership of the Service, nor its software, hardware infrastructure or other components, but only a right of limited use of the Service in accordance with the terms of this Agreement; nor does this Agreement convey to JobDiva any right, title or ownership of any Client content stored in JobDiva. Client shall take affirmative steps to ensure that employees, Affiliates, and authorized agents of Client use the Service solely in accordance with the terms of this Agreement.

D. Client agrees not to modify, create derivative works of, translate, reverse engineer, decompile, disassemble or otherwise recreate the Service, its software, hardware infrastructure or other components, except that Client may create reports using the Service or information therefrom for internal business purposes so long as Client does not modify or alter the Service. The Service shall only be used for the business purposes of Client or its authorized Affiliates and may not be rented, subleased, or provided to any third parties.

E. Use of the Service by users who are provided access by Client is at all times subject to the provisions of this Agreement.

F. Axelon Services Corporation ("Axelon") is an affiliate of JobDiva, Inc. and, as such, Axelon's environment is utilized to develop, test, and enhance the JobDiva Service, software, hardware infrastructure or other components. Axelon's environment is also a showcase for the JobDiva clients. Additionally, Axelon's environment, which is comprised of people and processes, is utilized to demonstrate JobDiva and train new clients in the JobDiva processes that make best use of the Service's innovative attributes. As such, Axelon's staff members are fully exposed to JobDiva's clients.

For as long as Client is utilizing the JobDiva Service and for twelve (12) months thereafter, Client will refrain completely from employing, soliciting, or attempting to employ, any current or past Axelon recruiter, account manager, or other support staff as well as any and all JobDiva personnel during their employment at Axelon or JobDiva and for up to twelve (12) months after the termination of their employment at Axelon or JobDiva. In addition, Client is expressly prohibited from discussing, distributing, or publishing the attributes of Axelon's processes, customers, or employee list with non-Client personnel.

For as long as Client is utilizing the JobDiva Service and for twelve (12) months thereafter, Axelon and JobDiva will refrain completely from employing, soliciting, or attempting to employ, any current or past Client recruiter, account manager, or other support staff during their employment at Client and for up to twelve (12) months after the termination of their employment at Client. In addition, JobDiva is expressly prohibited from discussing, distributing, or publishing the attributes of Client's processes, customers, or employee list with non-JobDiva personnel.

2. SERVICE AVAILABILITY

A. JobDiva will use reasonable efforts to make the Service available three hundred sixty-five (365) days a year, 24 hours a day, other than for routine or emergency maintenance and *force majeure* events including, without limitation, flood, fire, acts of war, shortages, strikes, and any other events beyond JobDiva's reasonable control. Whenever practical, routine maintenance will be conducted between the hours of 8:00 PM Eastern Time ("ET") on Fridays and 10:00 PM ET on Sundays, or anytime after 8:00 P.M. Eastern Time ("ET") and before 7:00 A.M. Eastern Time ("ET") during the week. Where JobDiva can anticipate longer outages, it will use reasonable efforts to provide advance notice to Client.

B. JobDiva may make any changes in the operation of the Service that JobDiva determines in its sole discretion to be necessary and/or appropriate including, without limitation, changes in software, data communications, hours of accessibility, location of Services and service equipment, customer identification procedures, type of terminal equipment, and rules of operation. If changes are necessary, JobDiva will use reasonable commercial efforts to preserve all JobDiva functionality at the level previously provided.

C. JobDiva reserves the right, in the exercise of its sole discretion, to refuse to maintain more than ten resumes for any given individual. In the event that multiple copies of a resume for any given individual are input into the Service and JobDiva elects to exercise its right in the preceding sentence, JobDiva will preserve all material information relating to the subject individual.

3. BACK-UP AND SUPPORT SERVICES

A. In accordance with commercially reasonable time schedules and practices for the creation of back-ups, JobDiva shall keep, in a separate and secure location, back-ups of Client's data and any additional software reasonably necessary to reproduce such data. A back-up shall be maintained for three (3) months from the expiration or termination of this Agreement. Restoration of Client's data resulting from the fault of Client will be at Client's expense. JobDiva agrees to provide on-demand copies of Client's data for a fee, which is the higher of $1000.00 or one fifth of Client monthly subscription to JobDiva as stated in the Cover Page of the Agreement. In the event Client decides to terminate this Agreement, JobDiva will provide Client for free a current copy of Client's data within three business days following Client's request for such data. The copy will be in a file format compatible with commercially available products such as Excel, Access, SQL-Server or Oracle such that the data is easily accessed by Client. The copy will be in a file format with delimiters that distinguish the fields and the identity of their content. JobDiva will provide, cost free, the information and support necessary to make such data easily interpreted and extractable.

B. During the term of this Agreement, JobDiva shall provide technical support to Client, including providing Client with access to a member of the JobDiva support services staff via telephone help line and email, by which the support staff member will be available to consult with Client for a reasonable amount of time by telephone between the hours of 9:00 AM and 8:00 PM Eastern Time to assist Client with use of the Service.

4. USE OF THE HARVESTER PROGRAM

A. In the event that Client utilizes the Harvester, the following additional terms and conditions apply. The Harvester facilitates certain transactions between Client and job boards. While the JobDiva Harvester electronically navigates the web pages of a job board, in the same manner a human being navigates such pages, to retrieve candidate resumes and posts jobs, the JobDiva Harvester utilizes Internet Explorer, which is the tool intended by the job boards to navigate the job board pages. However, It is the responsibility of Client to review the terms and conditions of its agreement with any job board or service with whom it may have a relationship and to assure that Client's harvesting service complies with such terms and conditions. JobDiva makes no representation or warranty that utilizing the Harvesting service is permitted under the terms and conditions of any third party web site or service.

B. Client understands and acknowledges that certain public job boards may have limitations on the number of resumes obtained over a period of time and/or the number of clicks accessing their web site within a period of time. Utilizing the Harvesting service may increase the number of resumes obtained or the number of clicks performed over a period of time. It is Client's sole responsibility to monitor such clicks or resume downloads and to insure that the level of usage and the limitations are adequately met to satisfy the subscription and the utilization levels and limitations set by the job boards. However, JobDiva's Service includes functionality that enables Client to limit the number of clicks or resume downloads, monitor such downloads and adjust a set of rules pertaining to the timing, amount and utilized criteria for such downloads.

5. SERVICE LEVEL

A. JobDiva maintains local redundant servers for all historical and transactional data of Clients and JobDiva Software. Additionally, in the event of the loss of the JobDiva main facility, JobDiva maintains in place a recovery and back-up remote facility that has similar security and infrastructure as JobDiva's production data center. JobDiva maintains a disaster recovery plan (the "Disaster Recovery Plan"), which provides for disaster recovery at the back-up site. The Disaster Recovery plan for the remote site allows JobDiva to recover the JobDiva service, provided that the parties acknowledge and agree that provision of the JobDiva service through the back-

up facility may initially have some limitations. In the event of a disaster, JobDiva will gradually restore any missing functionality as soon as it is commercially practical.

6. NONDISCLOSURE

A. "Confidential Information" means any and all information of a confidential, proprietary or trade secret nature that is furnished or disclosed by one party to the other party under this Agreement including without limitation, customer's names, contract information, costs, billing rates, compiled candidate names, personally identifiable information, candidate resumes, Client's jobs and job criteria, financial information, resumes, contact information, Client requests, Client User-Defined-Fields, Client configurations, Client adhoc reports and their configurations, any data entered by Client into JobDiva and the specific business terms of this Agreement (whether or not labeled) and any other information that is labeled as "Confidential," "Proprietary," "Trade Secret," or in some other manner to indicate its confidential, proprietary, or trade secret nature.

B. Confidential Information will remain the property of the disclosing party and the other party will not be deemed by virtue of its access to the other party's Confidential Information to have acquired any right or interest in or to any such Confidential Information other than as specifically set forth herein. The receiving party agrees: (i) to hold the Confidential Information in confidence, utilizing the same degree of care as its own Confidential Information of similar character, provided that such standard of care is at least reasonable ; (ii) to limit disclosure of the Confidential Information to the receiving party's own employees or authorized consultants, agents, or representatives having a need to know the Confidential Information for the purposes of this Agreement; (iii) not to disclose any Confidential Information to any third party (except as set forth below); (iv) to use the Confidential Information solely and exclusively in accordance with the terms of this Agreement in order to carry out its obligations and exercise its rights under this Agreement; (v) to notify the disclosing party promptly of any unauthorized use or disclosure of the Confidential Information; and (vi) to cooperate with and assist the disclosing party in every reasonable way to stop or minimize such unauthorized use or disclosure.

C. The obligations of either party under this Section 6 will not apply to information that the receiving party can demonstrate (i) at the time of disclosure is generally available to the public, or after disclosure, becomes generally available to the public through no breach of agreement or other wrongful act by the receiving party; (ii) is independently developed by the receiving party without use of or reference to the Confidential Information of the other party or is already in the possession of the receiving party at the time of disclosure without breach of any confidentiality obligations; or (iii) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority, provided that the receiving party shall attempt to furnish prompt written notice of such required disclosure and reasonably cooperate with the disclosing party, at the disclosing party's expense, in any effort made by the disclosing party to seek a protective order or other appropriate protection of its Confidential Information.

D. The receiving party agrees that if a court of competent jurisdiction determines that the receiving party has breached, or attempted or threatened to breach, its confidentiality obligations to the disclosing party or the disclosing party's proprietary rights, the disclosing party will be entitled to obtain appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations. Such relief or measures shall be in addition to, and not in lieu of, any other rights and remedies available to the disclosing party.

E. Client agrees to allow JobDiva to advertise those sections of Client's jobs which have been made available by Client to the public on Client's web site or elsewhere. In the event JobDiva exercises this option, JD will post these jobs as written by Client and will reflect Client's identity, if made available by the original listing, as per the original listing.

7. REPRESENTATIONS AND WARRANTIES: INDEMNIFICATION

A. Each party represents and warrants to the other that: (i) it has the full corporate right, power, and authority to enter into this Agreement, (ii) the execution of this Agreement and its performance hereunder do not and will not violate any agreement to which it is a party or by which it is otherwise bound, (iii) when executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable against such party in accordance with its terms, and (iv) it shall perform its responsibilities and exercise its rights under this Agreement in a manner that does not infringe, or constitute an infringement or misappropriation of, any known U.S. patent, copyright, trademark, trade secret, or other proprietary rights of any third party.

B. Each party (as such, the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party and its officers, directors, employees, agents, and representatives (as such, the "Indemnified Parties") against any third party claims, suits, proceedings, or other actions (a "Claim") to the extent they arise from, or allege, (i) a breach or purported breach of the Indemnifying Party's representations or warranties herein or (ii) to the extent JobDiva is an Indemnifying Party, any claim that use of the Service by Client as authorized hereunder infringes or misappropriates any U.S. patent, copyright, trademark, service mark, trade secret, or other proprietary rights of any third party, provided the Indemnified Parties provide the Indemnifying Party with prompt written notice of the Claim, their full cooperation and assistance to the Indemnifying Party (at its expense) in its efforts to defend or settle the Claim, and their authority to so defend and settle the Claim, provided that the Indemnifying Party shall not settle the claim in a manner that imposes any material obligations to act or desist from acting on an Indemnified Party without its consent, not to be unreasonably withheld. JobDiva's foregoing indemnity relating to third party proprietary rights is contingent upon Client's using the Service in accordance with the Terms and Conditions of this Agreement and does not extend to any claims arising out of the combination of the Service with any third party software, hardware, or Services or, for the avoidance of doubt, any claims relating to Client's breach of any terms of service or other agreements or requirements of any job board or service utilized by Client or any content supplied by or utilized on the System by Client. The foregoing indemnification shall be the Indemnified Parties' sole and exclusive remedy for any claims relating to a breach of warranty, infringement, or misappropriation of intellectual property. If a temporary or a final injunction is obtained against Client's use of the Service or any portion thereof by reason of an infringement of a copyright, trade secret, or patent, JobDiva may, at its option and expense, either (y) procure for Client the right to continue using the Service, or (z) replace or modify for Client the Service or such infringing portion thereof so that it no longer infringes such copyright, trade secret, or patent.

C. Notwithstanding the foregoing, JobDiva does not warrant the Service against material deviations in performance from the specifications or claims of infringement caused by: (i) modifications to the Service or any portion of it by anyone other than JobDiva; (ii) the combination, operation, or use of the Service with any product, service, or equipment other than in accordance with the specifications; (iii) Client's or third party service or equipment outside of the control of JobDiva; or (iv) interruption or failure of third party telecommunication or digital transmission links and Internet slow-downs or failures.

D. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE, AND ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. JOBDIVA DOES NOT WARRANT THAT CLIENT'S USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. EXCEPT AS OTHERWISE SET FORTH HEREIN, THE SERVICE IS PROVIDED "AS IS" AND WITH ALL FAULTS.

8. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTIES

A. CLIENT ACKNOWLEDGES THAT IT ALONE IS RESPONSIBLE FOR THE RESULTS OBTAINED FROM ITS USE OF THE SERVICE INCLUDING, WITHOUT LIMITATION, THE COMPLETENESS, ACCURACY, AND CONTENT OF SUCH RESULTS. JOBDIVA SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY OTHER MANNER FOR ANY SUCH RESULTS (WHETHER FORESEEN OR UNFORESEEN).

B. If either party should become entitled to claim damages from the other party arising from this Agreement (including, without limitation, for breach of contract, breach of warranty, negligence, or other tort claim), then except as specifically provided herein to the contrary, each party's liability hereunder will be limited as follows:

1. EXCEPT WITH RESPECT TO ANY AMOUNTS THAT ARE TO BE PAID PURSUANT TO ANY INTELLECTUAL PROPERTY CLAIMS THAT ARE SUBJECT TO THE INDEMNIFICATION OBLIGATIONS HEREIN OR ANY AMOUNTS THAT ARE PAST DUE AND PAYABLE BY CLIENT, EACH PARTY'S LIABILITY TO THE OTHER FOR ANY LOSSES OR DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE OTHER'S PARTY'S ACTUAL DIRECT DAMAGES NOT TO EXCEED (IN THE AGGREGATE FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT) AN AMOUNT EQUAL TO THE SERVICE FEES PAID DURING THE FOUR (4) MONTHS PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION OCCURED. EXCEPT WITH RESPECT TO ANY AMOUNTS THAT ARE TO BE PAID PURSUANT TO ANY INTELLECTUAL PROPERTY CLAIMS THAT ARE SUBJECT TO THE

INDEMNIFICATION OBLIGATIONS HEREIN OR ANY AMOUNTS THAT ARE PAST DUE AND PAYABLE BY CLIENT, IN THE EVENT THAT THERE IS A BREACH OF THE CONFIDENTIAL INFORMATION, EACH PARTY'S LIABILITY TO THE OTHER FOR ANY LOSSES OR DAMAGES ARISING FROM SUCH BREACH SHALL BE LIMITED TO THE OTHER PARTY'S ACTUAL DIRECT DAMAGES FROM SUCH BREACH NOT TO EXCEED (IN THE AGGREGATE FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT) AN AMOUNT EQUAL TO THE SERVICE FEES PAID DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE BREACH OCCURED.

2. IN NO EVENT WILL EITHER PARTY OR ANY PERSON OR ENTITY INVOLVED IN PROVIDING THE SERVICE OR IN THE CREATION OR PROVISION OF ANY SOFTWARE, SERVICES, OR OTHER MATERIALS UTILIZED BY THE SERVICE UNDER THIS AGREEMENT BE LIABLE FOR: (I) ANY DAMAGES CAUSED BY THE OTHER PARTY OR ANY PERSON OR ENTITY ACTING IN CONCERT WITH SUCH PARTY OR CONTROLLED OR CONTROLLING SUCH PARTY; OR (II) ANY LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EACH PARTY WILL NOT BE HELD RESPONSIBLE, OR BE DEEMED TO HAVE FAILED TO MEET ITS OBLIGATIONS UNDER THIS AGREEMENT, IF IT EITHER DELAYS PERFORMANCE OR FAILS TO PERFORM AS A RESULT OF ANY CAUSE BEYOND ITS REASONABLE CONTROL.

C. The limitations of liability set forth in this Section 8 will survive and apply notwithstanding the failure of any limited or exclusive remedy set forth in this Agreement.

9. TERM AND TERMINATION

A. This Agreement shall start on the "Start Date" set forth on the Cover Page and shall terminate on the "End Date" set forth on the Cover Page (the "Term"), unless earlier terminated in accordance with this Section 9. In the event that a new Agreement is not signed prior to the End Date of this Agreement, this Agreement shall renew on a month-to-month basis.

B. Within ten (10) days after the expiration or termination of this Agreement for any reason, except as stated in Section 3, the receiving party must destroy the original and all copies (including partial copies) of all Confidential Information of the disclosing party, including copied portions contained in derivative works.

C. Client may terminate this Agreement at any time during the Term, with or without cause, upon thirty (30) days prior written notice. JobDiva may terminate this Agreement at any time during the Term, with or without cause, upon one hundred eighty (180) days prior written notice. Except for defaulting on the monthly fee as stated in the Cover Page, JobDiva may not terminate its services even during a month-to month renewal period without providing a 180 days prior-to-termination notice. Client shall be responsible for payment of all fees incurred through the effective date of termination. In the event of termination by either party, with or without cause, JobDiva agrees to return to Client all Client data related to the performance of this Agreement including job order data, data pertaining to client lists and client records, data pertaining to candidate and interview records including, but not limited to, resumes and other Client data in a file format compatible with commercially available products such as Excel, Access, SQL-Server or Oracle such that the data is easily accessed by Client. The copy will be in a file format with delimiters that distinguish the fields and identify their content. JobDiva will provide, cost free, the information and support necessary to make such data easily interpreted and extractable. To the extent that Client requests the return of data pursuant to this Section 9.C, JobDiva will produce and deliver up to two such copies at no cost. JobDiva shall have no obligation to provide any data schema or software, which the parties acknowledge is subject to JobDiva's intellectual property.

D. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement including, but not limited to, Sections 6 (Nondisclosure), 7 (Representations and Warranties), 8 (Limitation of Liability), and 9 (Term and termination).

10. LAW AND DISPUTES

A. This Agreement will be governed by the laws of the State of New York.

B. Both JobDiva and Client agree to comply fully with all relevant laws and regulations of the United States to ensure that no information or technical data pursuant to this Agreement is directly or indirectly in violation of law.

C. The Parties will attempt to settle any controversy or claim arising out of or relating to this Agreement, or the breach thereof, through friendly consultation between them. If, within thirty (30) days of initial notice of a controversy or claim, settlement cannot be reached through friendly consultation, the controversy or claim will be resolved exclusively by the state or federal courts located in New York County, New York and the parties hereby consent to the exclusive jurisdiction of such courts. No proceeding, regardless of form, arising out of or related to this Agreement may be brought by either party more than one (1) year after the accrual of the cause

of action, except that (i) proceedings related to violation of a party's proprietary rights, or any duty to protect Confidential Information, may be brought at any time within the applicable statute of limitations, and (ii) proceedings for non-payment may be brought up to two (2) years after the date the last payment was due, and (iii) claims for indemnification may be brought at any time within the applicable statute of limitations.

11. GENERAL

A. Any notice or other communication required or permitted to be made or given by either party pursuant to this Agreement will be in writing, in English, and will be deemed to have been duly given (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; or (ii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth on the Cover Page or at such other address as such party will have specified in a notice given in accordance with this section.

B. Client may not assign or otherwise transfer any right or obligation set forth in this Agreement without JobDiva's prior written consent with the exception that (i) Client may assign the Agreement and transfer such right or obligation to any successor in interest resulting from a change of control of Client, without the requirement of prior written consent, but upon written notification of such change of control, and (ii) Client may assign the Agreement to any subsidiary of Client provided that any authorized assignee must agree to be bound by the Terms and Conditions of this Agreement. Any purported assignment in violation of the preceding sentence will be void and of no effect. This Agreement will be binding upon the parties' respective successors and permitted assigns.

C. This Agreement, together with all Addenda or attachments annexed hereto, constitutes the entire agreement between the parties and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. This Agreement may be modified or amended solely in a writing signed by both parties.

D. The provisions of this Agreement shall be deemed severable and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

E. No failure or delay by either party in exercising any right, power, or remedy will operate as a waiver of such right, power, or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power, or remedy such waiver will not waive any successive or other right, power or remedy the party may have under this Agreement.

F. All taxes due to any governmental authority based on this Agreement and the utilization of the JobDiva service by Client are the responsibility of Client other than taxes due based on JobDiva's net revenue or other income. Upon learning of the existence of such tax liability, each party will inform the other party of their obligation.

G. JobDiva may reference Client as a client of JobDiva in private discussions and private marketing activities. In the event that JobDiva would like to reference Client in JobDiva's print, bulk email and/or online marketing, JobDiva is required to obtain advance written approval from Client.

H. This Agreement is comprised of the Cover Page, the Service Agreement, and any written Addendum hereto that is dated and executed by Client and JobDiva. In the event of any inconsistency between the terms of the Cover Page, the Service Agreement, and Addendum then the documents will control in the following order of precedence: (i) the Addendum, in order of the most recent Addendum; and (ii) thereafter the Cover Page, and (iii) thereafter the Agreement.