

Navient Corporation
OnDemand
HiringNavigator™
Registration Agreement

IMPORTANT - READ CAREFULLY BEFORE ACCESSING ANY NAVIENT SITE

Navient Corporation("Navient") owns and operates the Navient OnDEMAND HiringNavigator™ site (the "Site") and offers access to individual INavient OnDEMAND HiringNavigator™ ASP customers on the Site under the terms and conditions of this Navient OnDEMAND HiringNavigator™ Registration Agreement (the "Agreement"). By Signing a Navient OnDemand Agreement you represent either: (i) that you are authorized to accept these terms on behalf of your employer, or (ii) if your use of the Site is in the scope of your employment, in which event "you" and "your" shall refer to you and such entity. In this Agreement we refer to you as either "you" or "Customer."

1. Definitions

- a. The "AUP" refers to Navient's Acceptable Use Policy for the Site which is contained at the end of this Agreement, and is made a part of this Agreement.
 - b. "Coordinators" are Named Users designated by the Payer to perform certain administrative functions for the Navient OnDEMAND HiringNavigator™ ASP (such posting Job Openings or reviewing new Job Applicants using the ASP).
 - c. The "Navient OnDEMAND HiringNavigator™ Software" consists of any of the Navient OnDEMAND HiringNavigator™ software modules as made available on the Site through Navient's Hosted Program. Navient OnDEMAND HiringNavigator™ Software also includes any new releases, updates, patches and any other associated object code versions of the Navient OnDEMAND HiringNavigator™ Software provided by Navient from time to time, all HTML code generated by the Navient OnDEMAND HiringNavigator™ Software, as well any associated media and online or electronic documentation made available by Navient from time to time under its Hosted Program.
 - d. An "Navient OnDEMAND HiringNavigator™ ASP" or an "ASP" refers to a specific location (or series of related locations) on the Site created with Navient OnDEMAND HiringNavigator™ Software, and designated by a unique URL(s). Navient OnDEMAND HiringNavigator™ ASP can be accessed by a pre-determined number of Named Users for purposes of using the Hosted Program, and for which Navient grants a Navient OnDEMAND HiringNavigator™ ASP license.
 - e. The "Hosted Program" refers collectively to the Navient OnDEMAND HiringNavigator™ Software, the TPContent, any related support and other services that Navient may provide from time to time, and the ability Navient provides you to access and use the same via the Site.
 - f. The "Payer" of an Navient OnDEMAND HiringNavigator™ ASP is the designated Registered User who provides the billing information for such ASP.
 - g. A "Registered User" is a Job Applicant or Interested Party who has created an Navient OnDEMAND HiringNavigator™ Login at the Career Center on the Site.
 - h. "TPContent" (or the "Third Party Content") consists of all third party information and/or software applications offered at no additional fee as part of the Hosted Program (including templates, documents, text, pictures, sound, graphics, video, software applications, best practices, and other data). TPContent may be contained on the Site or linked to from the Site. TPContent specifically excludes Navient OnDEMAND HiringNavigator™ Software.
 - i. A "Named User" is one individual, named person who has rights to access and use Navient OnDEMAND HiringNavigator™ ASP.
 - j. The "Site" is the Navient OnDEMAND HiringNavigator™ network, which is owned and operated by Navient, or other replacement sites designated by Navient.
-

Navient Corporation
OnDemand
HiringNavigator™

2. Your Account

Upon completion of the Site Account Registration Process, you will have created your Navient OnDEMAND HiringNavigator™ Account which you may access by going to a specially designated online login location. Persons who have created an HiringNavigator™ OnDEMAND Account are sometimes referred to in this Agreement as "Registered Users." You represent that all information provided to Navient in the Account Registration Process is accurate and true, that you will update such information as needed by editing the information in your User Registration.

3. Navient OnDEMAND HiringNavigator™ ASP

Navient offers a range of Hosted Program options (varying by factors such as numbers of authorized users and ASP, amount of available storage space, and price). Such options may change from time to time. The current options may be seen at the Site. Navient offers customers either Non-Committed ASP (also known as OnDEMAND plan) which are purchased on a month to month basis and require no extended commitment) or Committed ASP (also known as the Enterprise plan) which require Customer to purchase Hosted Program Services for a fixed period of time, such as 1 year).

4. Trial ASP

From time to time, Navient may offer trial Navient OnDEMAND HiringNavigator™ ASP or other promotional access to Navient OnDEMAND HiringNavigator™ ASP (collectively, "Trials"). Trials are subject to this Agreement, provided that Navient may impose additional limits on Trial ASPs, including limiting the duration of Trials to a certain time period. Notwithstanding any other restrictions in this Agreement, Navient may terminate a Trial ASP at any time without liability.

5. Fees and Payment Terms.

a. Payer.

Every Navient OnDEMAND HiringNavigator™ ASP created must have a designated Payer. Depending on Navient OnDEMAND HiringNavigator™ ASP type, payments will be made by providing a credit card number, or by placing a purchase order with Navient. Each Payer agrees to pay all fees accrued to each ASP for which he or she is the designated Payer upon receipt.

b. Fees.

All Navient OnDEMAND HiringNavigator™ total fees accruing to each ASP are nonrefundable and payable on a monthly basis in advance. The total fees payable per ASP are determined in advance on a monthly basis, and will include the following, as applicable (collectively, the "Fees"). All Fees are exclusive of taxes, if any, are in US dollars, and are due in full on a monthly, quarterly, or annual basis as provided for in the Navient Order Form.

- i. Basic monthly fee based on the Navient OnDEMAND HiringNavigator™ ASP type chosen;
- ii. Surcharges for ASP used in excess of the pre-determined limits and telephone calls to Navient; and
- iii. Surcharges for any additional fee based services which may be provided by Navient from time to time and ordered by you.

c. Statements.

Payers will have access to statements summarizing all Fees accrued to such Payer. Navient is not responsible for errors in its statements that are not reported to Navient within 90 days of the date of publication of the statement.

d. Credit Card Payments.

Payers that designate a credit card as the payment vehicle for Fees authorize Navient to automatically charge all Fees accrued to Payer every month against such credit card on a monthly basis. Payers will be liable for all Fee payments not made by the credit card issuer and will promptly notify Navient of any changes to the credit card account number or expiration date of the credit card. This authorization will remain in effect until such ASP are terminated and final Fees are paid in full, or until Navient is notified in writing of alternative payment vehicles for such ASP.

Navient Corporation
OnDemand
HiringNavigator™

e. Purchase Orders.

Payers that elect to be billed on a monthly basis against a Purchase Order authorize Navient to invoice the Payer (or other designated bill-to entity) on a monthly basis for all Fees accrued to the Payer every month. Payers will promptly after the creation of the ASP(s) at issue provide to Navient appropriate blanket Purchase Orders authorizing payment of all Fees on a monthly basis for the length of the term. Payer will remain responsible for timely full payment of monthly invoices at the minimum commitment amount whether or not a Purchase Order is received.

f. Changes in Fees.

Navient may change its pricing at any time. Price changes will become effective as to Non-Committed ASP no sooner than 30 days after notice thereof, and as to Committed ASP, upon the conclusion of the then current commitment term or within 30 days after written notice thereof, whichever occurs later.

g. Third Party Access Charges.

You will be responsible for any long distance or other connection charges to the Site.

h. Overdue Fees and Nonpayment.

Payers will be given written notice of overdue payments. If payments are not received in full within thirty (30) days of notice of overdue payment, Navient may impose late charges on overdue payments equal to 1.5% per month or the maximum allowed by law. In addition, Navient may disable access of any or all Registered Users to the Navient OnDEMAND HiringNavigator™ ASP(s) at issue. Customers or Payers with payments overdue in excess of 60 days may be deleted by Navient. Payer will be responsible for the reasonable costs of collecting overdue Fees and/or enforcing this Agreement.

6. Support.

a. Web Based Help Included.

Navient will provide all Registered Users with access to web-based support through Navient Technical Support at no additional charge. Access to Technical Support can be found on the Support page at the Site http://www.Navientcorp.com/services_customer_support.asp.

b. Telephone Technical Support.

Registered Users may contact Navient OnDEMAND HiringNavigator™ Support during Standard Technical Support Hours via telephone for Technical Support.

Information regarding telephone number, hours of availability for Support are available on the Support page at the Site http://www.Navientcorp.com/services_customer_support.asp.

Standard Technical Support hours and contact addresses/phone numbers can reasonably change from time to time with prior notice to our customers.

c. Non Solicitation.

You agree not to directly solicit any Navient personnel that provides you with technical assistance for employment during such time you are a Registered User and for 12 months thereafter.

7. Access License.

Subject to all of the restrictions in this Agreement, and subject to continued payment of the applicable Fees, Navient grants you the following non-transferable, non-exclusive, rights and license. Such license is terminable as set forth below in the section of this Agreement called "Termination." The Hosted Program is protected by U.S. and international copyright laws and conventions as well as other intellectual property laws and treaties, and access to the Hosted Program is licensed, not sold.

Navient Corporation
OnDemand
HiringNavigator™

8. Hosted Program Use.

a. Each Navient OnDEMAND HiringNavigator™ ASP created may be accessed by up to a pre-determined number of persons ("Named Users"). Named Users may access and use Navient OnDEMAND HiringNavigator™ Software to create, access and/or use Navient OnDEMAND HiringNavigator™ ASP in accordance with Hosted Program user documentation. Named Users may access and use the TPContent in accordance with Hosted Program user documentation. Access to the Hosted Program is limited to the authorized number of simultaneous and concurrent Named Users, and you may not use the Hosted Program in any manner to permit use by persons who are not Named Users, or allow for the creation of unauthorized Navient OnDEMAND HiringNavigator™ ASP. Use of the Hosted Program will be only for your internal business purposes, and no part of the Hosted Program may be re-sold, leased, rented or otherwise provided to any other persons or entities.

b. TPContent is Subject to Change.

TPContent on the Site may change from time to time without notice.

c. Software may be Upgraded.

Navient OnDEMAND HiringNavigator™ Software available at the Site may be upgraded from time to time. If installation of any such upgrade requires action by Named Users, then reasonable prior notice of such upgrade will be given to the Coordinator and/or Named Users, as required.

d. Other Restrictions.

You may not reverse engineer, decompile, or disassemble the Software or any TPContent, except and only to the extent such activity is expressly permitted by applicable law notwithstanding this limitation. No part of the Hosted Program may be copied or modified in any way, unless otherwise expressly agreed to by Navient. You may not transfer, assign, rent or lease the Software, the TPContent or any of the rights granted in this Agreement to any third party.

9. Copyright Violations.

Users may not post materials anywhere at the Site that infringe another party's copyright. Access to the Site may be denied to persons who violate this provision. If you believe material at the Site (or linked to directly from the Site) violates a third party copyright, please send an e-mail [to legal@Navientcorp.com](mailto:legal@Navientcorp.com).

10. Users may be Removed by the Coordinator; Payers may Delete Navient OnDEMAND HiringNavigator™ ASP.

a. Each Named User should be aware that the ability to fully access a ASP may be limited by the Coordinator at any time.

b. Each Named User should be aware that the Payer may delete his or her Navient OnDEMAND HiringNavigator™ ASP(s)

11. Limited Warranties.

a. Service Level Warranty or "SLA" Warranty.

For fee based Navient OnDEMAND HiringNavigator™ ASP only (i.e., excluding Trials) and as long as applicable Fees are paid as they become due and the terms of this Agreement are complied with, Navient warrants to the Payer of each Navient OnDEMAND HiringNavigator™ ASP that Navient will provide Payer with at least ninety nine percent (99%) Uptime for each of Payer's Navient OnDEMAND HiringNavigator™ ASP during the Term. Navient makes no SLA Warranty for TPContent available at or through the Site. This warranty applies until this Registration Agreement or the applicable ASP is terminated.

Navient Corporation
OnDemand
HiringNavigator™

b. SLA Warranty Credit Remedy.

In the event that Navient is unable to provide Payer with at least ninety nine percent (99%) Uptime for any Navient OnDEMAND HiringNavigator™ ASP in any given calendar month, and Payer informs Navient of such fact in writing during such calendar month, Navient may issue a credit against fees payable by Payer for the Navient OnDEMAND HiringNavigator™ ASP at Navient's sole discretion.

c. Limited Performance Warranty.

For fee based Navient OnDEMAND HiringNavigator™ ASP only (i.e., excluding Trials) and as long as applicable Fees are paid as they become due and the terms of this Agreement are complied with, Navient warrants to Payer that Payer's Navient OnDEMAND HiringNavigator™ ASP will perform substantially as described in the HiringNavigator documentation available at the Site (referred to as "Performance"), provided that Payer shall give Navient prompt written notice of any Performance problem which notice must be received during the Term. Navient makes no Performance Warranty for TPContent available at or through the Site, or for uses of the Navient OnDEMAND HiringNavigator™ Software outside the scope described in the Navient OnDEMAND HiringNavigator™ Online Help documentation. In

the event that (i) Navient fails, within thirty (30) days of receipt of Payer's notice of a Performance problem, to fix, provide a workaround for, or otherwise remedy such Performance problem, and (ii) such Performance problem significantly impacts Payer's ability to use a majority of Payer's ASP; then Payer may, by written notice to Navient, terminate this Agreement without liability to either party, except that Navient will refund to Payer any pre-paid fees for the period after the termination date, if any. This limited Performance warranty is void to the extent the Performance problems are due to problems with Payer or Customer's network, desktop, third party software applications, hardware or network connectivity to the Site; electrical or internet access disruptions; and/or misuse of the Hosted Program by a Customer. This warranty applies until this Registration Agreement or the applicable ASP is terminated.

d. Exclusive Remedies.

Customer's EXCLUSIVE REMEDY for the SLA Warranty described above shall be as set forth in SLA remedies set forth above in this Section; and Customer's EXCLUSIVE REMEDY for the Limited Performance Warranty described above shall be as set forth above in this Section.

e. Definitions.

The following definitions apply to the SLA Warranty above in this Section:

* "Uptime" is defined as all times when the Designated Server is running and Navient OnDEMAND HiringNavigator™ Software is available to be accessed by authorized Customers.

* "Downtime" is defined as all times when the Designated Server is not running and Navient OnDEMAND HiringNavigator™ Software is not available to be accessed by authorized Customers, provided Downtime will not include Exception Times as described in the formula below.

* Exception Times. Exception Times are exceptions to the calculation of Downtime. Exception Times include times that Customers are unable to access the Designated Server due to: (i) maintenance performed during a Standard Maintenance Window (as defined below); (ii) a Force Majeure event (defined in Section 1); (iii) problems with Customer or Named User's network, desktop, third party software applications, hardware or network connectivity to the Site; and/or (iv) misuse of the Hosted Program by a Customer.

* "Standard Maintenance Window" consists of the following hours (i) between 8:00 a.m. and 10:00 a.m. U.S. Eastern Time on every Sunday; (ii) between 12:00 noon and 3:00 p.m. U.S. Eastern Time on every Saturday; (iii) between 2:00 a.m. and 6:00 a.m. U.S. Eastern Time every Friday; and (iv) between 2:00 a.m. and 6:00 a.m. U.S. Eastern Time on every Tuesday. Standard Maintenance Windows may change from time to time with reasonable prior notice.

f. Formula.

Navient Corporation

OnDemand

HiringNavigator™

The following formula will apply for calculating the Uptime percentages referred to in this Section:

$$x = (n - y) * 100 / n$$

Notes:

(1) "x" is the Uptime percentage; "n" is the total number of hours in the given calendar month; and "y" is the total number of Downtime hours in the given calendar month.

(2) Specifically excluded from "n and "y" in this calculation are the Exception Times defined above.

(3) For months in which services commence on other than the first day of the month, the calculation of "x" will be prorated accordingly.

g. No other warranties.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NAVIENT AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS OF QUALITY OR AVAILABILITY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE HOSTED PROGRAM, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES FOR SUCH HOSTED PROGRAM.

12. Security

a. Navient Responsibilities.

Navient will maintain levels of security for the Hosted Program designed to prevent unauthorized access to your Navient OnDEMAND HiringNavigator™ ASP(s), and that will at all times while this Registration Agreement is in effect and your Navient OnDEMAND HiringNavigator™ ASP(s) are not terminated meet the then most current industry standards. Navient will implement at a minimum the following security policies/procedures: use of SSL encryption, firewalls, passwords, and audits. Navient shall immediately notify Payers and/or Coordinators of any known security breaches affecting such persons' ASPs. Navient's security policies and procedures may change from time to time to reflect emerging technologies, business practices or security issues.

b. Customer Responsibilities.

Customers will at all times ensure that reasonable security mechanisms are in place with respect to issuance of username and password information and/or will keep their Navient OnDEMAND HiringNavigator™ log-on password secure, as applicable. Customers shall immediately notify Navient of any known security breaches affecting any ASP or the Hosted Program.

c. Each Customer acknowledges that that no network security procedures can assure complete network security or prevent all unauthorized access to the Hosted Program network.

13. Intellectual Property Infringement Indemnification

a. Navient Indemnification Obligation.

Navient will, at its expense, defend Payer against and pay all costs of settlement or damages awarded against such Payer resulting from a claim that the Navient OnDEMAND HiringNavigator™ Software as originally supplied by Navient at the Site infringes a U.S. copyright or U.S. patent, or misappropriates a U.S. trade secret. In any action based on such claim, Navient may, either: (i) obtain for Payer the right to continue using the Navient OnDEMAND HiringNavigator™ Software, (ii) replace or modify the Navient OnDEMAND HiringNavigator™ Software with software providing substantially the same functionality to avoid the claim, or (iii) terminate the license granted hereunder and refund to Payer pre-paid Hosted Program fees, if any, for the period after termination.

Navient Corporation
OnDemand
HiringNavigator™

b. Customer's Indemnification Obligation.

Payer will, at its expense, defend Navient against and pay all costs of settlement or damages awarded against Navient resulting from a claim that the User Content as originally supplied by Payer or any Customer infringes a U.S. copyright or U.S. patent, or misappropriates a U.S. trade secret.

c. Mechanics.

The indemnifying party's obligations are conditioned upon the indemnified party doing the following: (i) providing the indemnifying party with prompt written notice of any such claim, (ii) allowing the indemnifying party to direct the defense and settlement of the claim, and (iii) providing the indemnifying party with the authority, information and assistance that the indemnifying party deems reasonably necessary for the defense and settlement of the claim. The indemnified party will not consent to any judgment or decree or do any other act in compromise of any such claim without first obtaining indemnifying party's written consent. The remedies set forth in this Section shall be the parties' sole and EXCLUSVIE REMEDY for any intellectual property infringement claims.

14. Limitation of Liability.

a. IN NO EVENT SHALL NAVIENT OR ITS SUPPLIERS BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNATIVE DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF ANY PROVISION OF THIS AGREEMENT.

b. IN NO EVENT WILL NAVIENT OR ITS SUPPLIERS' TOTAL CUMULATIVE LIABILITY TO ALL PERSONS ARISING OUT OF THIS AGREEMENT FOR ANY GIVEN NAVIENT OnDEMAND HiringNavigator™ ASP EXCEED THE FEES PAID TO NAVIENT FOR SUCH NAVIENT ONDEMAND HIRINGNAVIGATOR™ ASP UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS PRECEEDING THE CLAIM. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY HOWEVER, THIS PARAGRAPH DOES NOT LIMIT NAVIENT'S LIABILITY TO CUSTOMER FOR INTELLECTUAL PROPERTY INDEMNIFICATION UNDER SECTION 13.a. OF THIS AGREEMENT.

15. Navient's Right to Prevent Access to Navient OnDEMAND HiringNavigator™ ASP.

Navient reserves the right to temporarily prevent a Customer from accessing any Navient OnDEMAND HiringNavigator™ ASP in certain situations, including but not limited to:

- a. Overdue payment, as described in the Section entitled "Fees and Payment Terms";
- b. In order for Navient or its internet service provider to investigate breaches or suspected breaches of the AUP;
- c. If a Customer is locked out of the Navient OnDEMAND HiringNavigator™ ASP due to log on failure until password is re-established;
- d. If required in the case that the Navient OnDEMAND HiringNavigator™ ASP at issue is causing problems for other ASPs, the server or the network. In such event, Navient will use best efforts to minimize the time during which access is denied. If Navient cannot in a commercially reasonable manner correct the problem, then Navient will be able to with prior notice terminate the ASP at issue, and refund to Payer fees paid for such ASP during the time the ASP was disabled..

16. Amendment of this Agreement.

Navient may amend the terms of this Agreement from time to time. Navient will provide Registered Users with fifteen (15) days prior notice of all such changes, except in the case such changes must be implemented prior to such time to avoid liability or a service interruption by its internet service provider(s). Continued use of your Navient OnDEMAND HiringNavigator™ ASP after the date the modified Agreement becomes effective will confirm your acceptance of such changes.

Navient Corporation
OnDemand
HiringNavigator™

If the modifications to the Agreement materially restrict or diminish the rights granted to you under the prior version and are deemed not acceptable, the Payer of a any ASP may by providing written notice to Navient terminate this Agreement and its ASP without liability to Navient, which termination will become effective thirty (30) days after notice of termination.

17. Term and Termination of this Agreement

a. Term.

This Agreement will remain in effect as to you until terminated as set forth below, or until you cease using the Hosted Program.

b. Termination by Customer For Convenience.

(i) The Payer of any Non-Committed Navient OnDEMAND HiringNavigator™ ASP may terminate this Agreement and/or such Payer's Navient OnDEMAND HiringNavigator™ ASP(s) at any time upon notice to Navient, provided that all fees accrued through the termination date are due in full. (ii) The Payer of any Committed HiringNavigator™ ASP may terminate this Agreement and/or such Payer's Navient OnDEMAND HiringNavigator™ ASP(s) at any time upon notice to Navient, provided that all fees accrued through the termination date and all fees committed to throughout the committed term are due in full. Navient will not refund any prepaid fees due to termination by convenience.

c. Termination by Navient For Convenience.

Navient may terminate this Agreement at any time upon sixty (60) day prior notice, provided Navient will refund any pre-paid fees for the periods after the termination date.

d. Termination for Breach.

Either party may terminate this Agreement upon thirty (30) day notice if the other party breaches a material provision of this Agreement and does not cure such breach within the 30 day time period. In addition, Navient may terminate this Agreement as to any Customer and prevent all future use of the Site by such person: (i) immediately upon notice for violation of the AUP, or (ii) in the event such person repeatedly posts information at the Site which violates a third party's copyright.

e. Your Rights Upon Termination.

To the extent Navient terminates this Agreement without at least twenty four (24) hours prior notice to you, Navient will promptly provide the Payer of your Navient OnDEMAND HiringNavigator™ ASP with copies of the User Content that was contained in your Navient OnDEMAND HiringNavigator™ ASP upon the termination. Promptly after termination and unless otherwise required by law or due to investigations of violations of this Agreement, Navient will delete your Navient OnDEMAND HiringNavigator™ ASP and all User Content in your Navient OnDEMAND HiringNavigator™ ASP.

18. Government End-Users.

The Navient OnDEMAND HiringNavigator™ Software and accompanying documentation are "commercial items," developed exclusively at private expense, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in the applicable acquisition regulations. If the licensee hereunder is the U.S. Government or any agency or department thereof, the Government agrees that the Software and the documentation are licensed hereunder (i) only as a commercial item, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement. If this Agreement fails to meet the Government's minimum needs or is inconsistent with Federal procurement law, the Government agrees to notify Navient. The following additional statement applies only to procurements governed by DFARS Subpart 227.4 (1988): "Restricted Rights - Use, duplication and disclosure by the Government is subject to restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (1988)."

Navient Corporation
OnDemand
HiringNavigator™

19. General.

To the extent you are authorized by this Agreement to export Navient OnDEMAND HiringNavigator™ Software or TPContent, then you shall be responsible for compliance with all applicable export or re-export control laws and regulations.

Certain Navient suppliers may be third party beneficiaries of this Agreement. This Agreement is governed by and is to be construed under the laws of the Commonwealth of Massachusetts without regard to conflicts of law and the parties consent to the exclusive jurisdiction and venue of the state and federal courts in Massachusetts. The 1980 United Nations Convention on Contracts for the International Sale of Goods will not apply. All provisions of this Agreement which by their meaning are intended to survive termination will survive. Navient may assign this Agreement in the event of a merger, acquisition or similar transaction if the acquiring party agrees to be bound by its terms. No waiver of any breach of this Agreement will constitute a waiver of any other breach or any other provision of the Agreement, and no waiver will be effective unless made in writing. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision will be restated to reflect, as nearly as possible, the original intentions of the parties in accordance with applicable law; the remainder of this Agreement will remain in full force. Except in the case of overdue payments, neither party will be liable for any Force Majeure events.

If you have any questions concerning this Registration Agreement, please contact your local Navient sales office or write to or email:

Navient Corporation

3470 Olney Laytonsville Rd

Suite 228

Olney, MD 20832

U.S.A.

"HiringNavigator" and "Navient" are trademarks of Navient, Corporation in the United States and throughout the world. All registered and unregistered trademarks are the sole property of their owners, and are specifically listed in the user documentation for this Software.

Acceptable Use Policy.

This Acceptable Use Policy ("the AUP" or the "Policy") applies to your use of the Site. Because compliance with this Policy will help Navient ensure the integrity, security, reliability, and privacy of the Site, each person accessing or otherwise using the Site must comply with the terms of this AUP. If you do not intend to comply with this AUP, you may not use the Site or any of the products or services offered at the Site.

Navient may amend this AUP from time to time by posting the amended AUP terms to this Site, and by providing registered users of Navient OnDEMAND HiringNavigator™ ASP notice of such amendments, and your continued use of this Site after such changes will indicate your agreement with the modified AUP terms.

Navient OnDEMAND HiringNavigator™ Site Security

Customer is prohibited from violating, or attempting to violate, the security of the Site. Any violations may result in criminal and civil liabilities to the Customer. Navient will investigate any alleged violations and will cooperate with law enforcement agencies if a criminal violation is suspected. Examples of violations of the security of the Site include, without limitation, the following:

- * Accessing data not intended for such Customer
- * Logging into a server or account that the Customer is not authorized to access
- * Attempting to probe, scan, or test the vulnerability of a system or network
- * Breaching security or authentication measures without proper authorization
- * Attempting to interfere with service to any user, host, or network including, without limitation, via means of overloading, "flooding," "mailbombing," or "crashing"
- * Taking any action in order to obtain services or products to which the Customer is not entitled

Navient Corporation
OnDemand
HiringNavigator™

Illegal Use

The Site may be used only for lawful purposes. For example, Customer may not use the Site to create, transmit, distribute, or store material that

- * Violates a trademark, copyright, trade secret, or other intellectual property rights of others
- * Violates the privacy, publicity, or other personal rights of others
- * Impairs the privacy of communications
- * Contains obscene, offensive, or inappropriate content
- * Constitutes pornography
- * May be threatening, abusive, or hateful
- * Violates export control laws or regulations
- * Encourages conduct that would constitute a criminal offense or give rise to civil liability
- * Causes technical disturbances to the Navient OnDEMAND HiringNavigator™ Site, including, but not limited to, introduction of viruses, worms, or other destructive mechanisms
- * Violates reasonable regulations of Navient or other service providers with respect to the network
- * Assists or permits any persons in engaging in any of the activities described above
- * Constitutes deceptive on-line marketing

If Customer becomes aware of any such activities, Customer is obligated to immediately notify Navient and take all other appropriate actions to cause such activities to cease.

Unsolicited Communications ("Spam")

Posting the same or similar unsolicited e-mail messages, bulk commercial advertising, or informal announcements to one or more groups (known as "Spam") is prohibited. Spam is not only annoying to Internet users; it seriously affects the efficiency and cost-effectiveness of the Navient OnDEMAND HiringNavigator™ Site and related access providers. These unsolicited messages can increase your costs by clogging the Navient OnDEMAND HiringNavigator™ Site, rendering your Navient OnDEMAND HiringNavigator™ ASP inaccessible and potentially leading to down time of the Navient OnDEMAND HiringNavigator™ Site. In addition, you may not

- * send or post e-mail messages that are excessive and/or intended to harass or annoy others
- * continue to send e-mail to a recipient who has indicated that he/she does not wish to receive it
- * send e-mail with forged TCP/IP packet header information
- * intentionally omit, delete, forge, or misrepresent transmission information, including headers, return addresses, information
- * take any other actions intended to cloak the Customer's identity or contact information

Customer Content

You are responsible for all of the information you place into a Navient OnDEMAND HiringNavigator™ ASP (the "Customer Content"). Navient exercises no control over, and accepts no responsibility for, such Customer Content residing on the Navient OnDEMAND HiringNavigator™ Site, including information provided on any third-party Sites linked to the Navient OnDEMAND HiringNavigator™ Site. Any Site links are provided as Internet navigation tools for informational purposes only and not as an endorsement by Navient of the contents of such Sites. Navient does not adopt, nor warrant the accuracy of, the content of any linked Site and undertakes no responsibility to update the content. Use of any information obtained via the Navient OnDEMAND HiringNavigator™ Site is at Customer's own risk.

Navient does not screen communications and is not responsible for screening or monitoring either the Content or any other information provided by third-party Sites used by Customer.

Navient Corporation
OnDemand
HiringNavigator™

Consequences of Unacceptable Use

Navient reserves the right to suspend or terminate your Navient OnDEMAND HiringNavigator™ ASP license and your access to the Navient OnDEMAND HiringNavigator™ Site immediately upon notice of a violation of this Policy.

Indirect or attempted violations of this Policy, and actual or attempted violations by a third party on behalf of a Customer, shall be considered violations of this Policy by such Customer. Furthermore, it is a violation of this AUP to use the services of another provider for the purposes of facilitating any of the activities described above if such use of another provider's service could reasonably be expected to affect the Navient OnDEMAND HiringNavigator™ Site.

Indemnity

Customer agrees to indemnify and hold harmless Navient, its officers, directors, employees, and agents from any losses, damages, costs, or expenses resulting from any third party claim or allegation ("Claim") arising out of or relating to any use of the Site, including any Claim that, if true, would constitute a violation of this Policy.

Questions, Comments, or Complaints

Navient reserves the right to modify this Policy in the manner set forth above at any time. If you are unsure whether any contemplated use is permitted or have any comments regarding prohibited use or other abuse of the Navient OnDEMAND HiringNavigator™ Site, please direct

questions or comments to: Navient Corporation

Attention: Legal Department

3470 Olney Laytonsville Rd

Suite 228

Olney, MD 20832

U.S.A.

or send e-mail to info@navientcorp.com
