

OCCUPATIONAL ASSESSOR (OA)
enhanced Dictionary of Occupational Titles (“eDOT”)
CONSULTANT EDITION RIDER (“eDOT+”)

IMPORTANT - READ CAREFULLY: This Consultant Edition Rider (the “*Rider*”) applies to the Disability Determination Module of the Occupational Assessor, formerly known as the **enhanced Dictionary of Occupational Titles (“eDOT”)** and supplements and amends the terms of the End User License Agreement (“*License*”) between the undersigned licensee (“*Licensee*”) and ERI Economic Research Institute, Inc. (“*ERI*”), and provides indemnification to ERI and affiliates PAQ Services, Inc., Baker, Thomsen Associates, Inc., and www.erieri.co.uk, Ltd. (collectively, “*Affiliates*”) and their respective successor and assigns. The License (including this Rider) governs Licensee's use of the “*ERI Product*” that originally accompanied the License, and also includes any future permanent or temporary fixes, updates, upgrades, renewals, and services provided by ERI or its Affiliates. “*ERI Products*” include, without limitation, the eDOT Occupational Assessor (including DOT, eDOT, and eDOT+ and any other future editions), the Assessor Series[®] software and databases; ERI's Platform Library[®] software and databases; and ERI quarterly reports, annual reports (including any Reference Reports[®]); ERI's Distance Learning Center courses and software, SalariesReview Archival Surveys, SalaryExpert's Premium Reports[®] and calculators, the DLC Wizard[®]; and other software, documentation and materials provided by ERI and/or Affiliates to Licensee. This Rider sets forth additional terms and conditions that apply to Licensee's use of the ERI Products, including the eDOT+ (Consultant edition) and its other forms: DOT (Demonstration edition) and eDOT (Professional edition).

Licensee's signing of this Rider and agreement to the terms herein is part of the consideration received by ERI for granting this License, and ERI would not grant this License to Licensee without Licensee's specific agreement to the terms herein.

1. Definitions. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the License.

2. Licensee Acknowledgement. Licensee acknowledges that (a) eDOT (including any software, data, reports, and the eDOT Skills Project) is designed for use by qualified, experienced job analysts and experts and that the Licensee's use of eDOT is expressly subject to the End-User License Agreement attached as Exhibit A; (b) eDOT and Licensee's use of eDOT is also expressly subject to the “eDOT Disclaimer” attached as Exhibit B; (c) Licensee has reviewed and is familiar with the eDOT Methodology posted at <http://www.erieri.com/PDF/eDOTMethodology.pdf>; (see Help Menu) and (d) Licensee is solely responsible and assumes all risk of loss and liability for Licensee's evaluation, use and application of the ERI Product, eDOT, and any associated data, results, or analyses of any ERI Product.

3. Indemnification.

3.1 General. Licensee shall hold harmless, defend and indemnify ERI, its Affiliates and their respective employees, officers, directors and representatives individually and/or in their employment/corporate capacity (collectively, the “*Indemnified Party*”) against any and all claims, actions, proceedings, and/or lawsuits (collectively, a “*Claim*”) and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) incurred by an Indemnified Party arising out of or relating to Licensee's alleged or actual use of the ERI Product including, but not limited to, any determinations made by Licensee regarding (a) any person's right or ability to receive benefits associated with a workers' compensation or disability claim, including any and all disability insurance-related matters, (b) levels of compensation, or (c) comparable or transferable job skills.

Date License Rider Signed Fax/Copy Processed: _____ Initials: _____

License Code enabling eDOT+ _____

Account: _____ Fax/eMail to: _____

Without limiting the foregoing, in the event of any Claim or should an Indemnified Party be compelled or contacted to participate in any dispute, litigation, hearing or other proceeding of any court, arbitration panel, administrative agency or similar entity on behalf of Licensee, the panel or any third party regarding Licensee's use of the ERI Product (an "**Action**"), the Licensee shall be responsible to the Indemnified Party for any and all costs and expenses of the Indemnified Party, including, but not limited to, attorneys fees, administrative and travel expenses, and the Indemnified Party's hourly fees for such participation (including all time spent in preparation, research, travel, testifying, drafting and waiting time). The hourly rate shall equal the annualized salary of the individual participating on behalf of the Indemnified Party multiplied by four (4) divided by 1,000 hours. Promptly upon receipt of the Indemnified Party's notice of such an Action, Licensee shall pay to the Indemnified Party a deposit of \$10,000 to be used by the Indemnified Party for its costs and expenses. Until the Action is completed or the Indemnified Party's participation is concluded, Licensee shall within five (5) days of the end of each month, (a) replace any funds used to maintain the balance of the deposit at \$10,000, and (b) in the event the Indemnified Party's costs and expenses exceed the amounts in the deposit, pay to the Indemnified Party such shortfall. Within thirty (30) days of receipt of Licensee's written certification that the Action is completed or the Indemnified Party's participation is concluded, the Indemnified Party shall refund any undisbursed amounts retained in the deposit.

3.2 Procedure. In the event of a Claim or Action brought by a party, the Indemnified Party shall do the following: (a) the Indemnified Party shall provide to the Licensee written notice of any such Claim after Indemnified Party's receipt of notice of the Claim; (b) the Indemnified Party shall grant to Licensee, and the Licensee will have, the exclusive right to defend any such Claim and make monetary settlements thereof at Licensee's discretion; (c) the Indemnified Party shall not settle or compromise such Claim, except with prior written consent of Licensee; and (d) the Indemnified Party shall give, at Licensee's expense, such assistance and information as Licensee may reasonably require to settle or oppose such Claims. The Indemnified Party may participate in the defense or settlement of such Claim with its own choice of counsel.

4. Third Party Beneficiaries. The parties intend that ERI and its Affiliates and their respective employees, officers, directors and representatives, shall be express third-party beneficiaries to this Consultant Edition Rider and shall have the right and ability to enforce its rights and remedies hereunder. This Rider is not otherwise intended to confer upon any person, any other rights or remedies hereunder.

5. Continuation. The provisions of this Rider survive and continue indefinitely beyond the expiration of Licensee's ERI Product license.

6. Integration. The License, as modified by this Rider, is ratified and confirmed in all respects and all provisions of the License shall continue in full force and effect according to the terms and conditions contained therein as described in the End-User License Agreement and Disclaimer, Exhibits A and B, respectively, as they presently exist and as hereafter amended or modified. The Occupational Assessor eDOT Methodology as it presently exists and as hereafter amended or modified is also incorporated herein.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Rider by their duly authorized officers as of the last date written below.

ERI Economic Research Institute, Inc.

Licensee: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Form Date: 01/01/2007