

# LICENSE AGREEMENT: GENERAL TERMS & CONDITIONS FOR USE OF ACCESS CONFIDENTIAL ONLINE SERVICES

The terms and conditions listed below govern use of the online services (the "Online Services") and materials available therein ("Materials") provided by Access Confidential, LLC, a Florida limited liability company and its affiliated companies (collectively "AC"). The terms "you" and "your" in uppercase or lowercase shall mean the entity (e.g., company, corporation, partnership, sole proprietor, etc.) or government agency entering into a Subscription Agreement with AC. The "Subscription Agreement" shall include these General Terms and Conditions and any written Subscription Agreement or Addendum applicable to you.

## 1. GRANT OF RIGHTS; RESTRICTIONS ON USE

1.1 You and your Authorized Users (defined below in Section 2.1) are granted a nonexclusive, nontransferable, limited right to access and use for research purposes the Online Services and Materials made available to you. The rights granted to each Authorized User are as follows:

(a) The right to electronically display Materials retrieved from the Online Services for the Authorized User's individual use (e.g., no Authorized User may network others via LANs, WANs, intranets or the Internet) and for no other use. Notwithstanding the foregoing, an Authorized User may display a de minimis amount of the Materials on an incidental, infrequent basis for non-commercial purposes to other Authorized Users so long as the Authorized Users are in the same physical location and the mode of display is not through the Internet, an intranet or other types of networking communication like LANs or WANs;

(b) The right to make printouts using the commands of the Online Services and the right to create a single printout of Materials accessed or downloaded by any other means (collectively, "Authorized Printouts"); which shall not be duplicated in any way or provided to anyone other than Authorized Users.

(c) With respect to the Materials, the right to download up to 4,000 contacts per year using the commands of the Online Services and store in machine-readable form, for that Authorized User's exclusive use, a single copy of insubstantial portions of those Materials included in any individually searchable file or content source in the Online Services to the extent the storage of those Materials is not prohibited elsewhere in this agreement or the Subscription Agreement or any Addendum. The storage may continue so long as the Authorized Materials are needed for purposes contemplated under the Subscription Agreement and until such time as the Subscription expires or is terminated for any reason;

(d) Notwithstanding anything to the contrary herein, the right to (1) excerpt or quote insubstantial portions of Materials in documents prepared in the ordinary course of your business to the extent permitted by applicable copyright law; (2) distribute Authorized Printouts to persons who are not Authorized Users (including by emailing through the functionality of the Online Services) on an occasional, infrequent basis as permitted by applicable copyright law; and (3) store Materials for periods in excess of the periods set forth above to the extent required for legal or regulatory compliance provided all other Materials are purged promptly upon the expiration of the Subscription Agreement; and

(e) Downloading and storing Materials in an archival database is prohibited. The Online Services and the Materials are protected by copyright, intellectual property laws, and other laws that prevent unauthorized access and use. If you are not an Authorized User, you are not permitted to access or use the Online Services for any purpose whatsoever. If you nevertheless access and use the Online Services or Materials without authorization, your access and use will be governed by these General Terms and Conditions and you will be liable to AC for any breach of the General Terms and Conditions as well as for unauthorized access and payment for use at the annual subscription rate per each unauthorized user. In the event that the Authorized user and/or Subscriber is reselling or attempting to resell the AC product or data, AC shall be entitled to the higher of the damages set forth herein, or the full amount that the AC program access or data was re-sold for, whichever is greater.

1.2 To the extent permitted by applicable copyright law and not further limited or prohibited by the Subscription Agreement or any Addendum, you and your Authorized Users may make copies of Authorized Printouts and distribute Authorized Printouts and copies.

1.3 Except as specifically provided in Sections 1.1 and 1.2, you and your Authorized Users are prohibited from downloading, emailing, faxing, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. You may not exploit the goodwill of AC, including its trademarks, service marks, or logos without the express written consent of AC. Additionally, under no circumstances may you or any Authorized User offer any part of the Online Services or Materials for commercial resale or commercial redistribution in any medium or use the Online Services or the Materials to compete with the business of AC.

1.4 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and Materials in any medium belongs to AC or its third party suppliers of Materials. Neither you nor your Authorized Users acquire any proprietary interest in the Online Services, Materials, or copies thereof, except the limited rights granted herein.

1.5 Neither you nor your Authorized Users may use the Online Services or Materials in any fashion that infringes upon the intellectual property rights or proprietary interests of AC or any third party. Your use of the Online Services and Materials must comply with all applicable laws, rules or regulations.

1.6 Neither you nor your Authorized Users may remove or obscure the copyright notice or other notices contained in Materials.

1.7 Neither you nor your Authorized Users may use information included in the Online Services or Materials to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.

1.8 Other provisions that govern use of the Materials are set forth in the applicable Subscription Agreement and any Addendum thereto, online descriptions of files, online notices and individual documents retrieved from the Online Services (collectively, the "Additional Terms"), all of which are incorporated by reference into the Subscription Agreement.

## 2. ACCESS TO SERVICES

2.1 Only your employees, temporary employees, students, partners/members, and contractors dedicated to performing work exclusively for you (to the extent those categories of persons are appropriate to your situation) are eligible to become Authorized Users to access and use the Online Services and Materials ("Eligible Persons"). Without limitation, external professional service providers such as attorneys, accountants, outsourcers and public relations firms are specifically excluded from being Eligible Persons. The term "Authorized User" means an Eligible Person whom you have identified to AC for purposes of issuing an AC ID. You agree that each AC ID may only be used by the Authorized User to whom AC assigns it and that the AC ID may not be shared with or used by any other person, including other Authorized Users; Access Confidential has the right to deactivate your license at any time, without refund, when illegal account license sharing occurs. You will manage your roster of Authorized Users and will promptly notify AC to deactivate an Authorized User's AC ID if the Authorized User is no longer an Eligible Person or you otherwise wish to terminate the Authorized User's access to the Online Services. You are responsible for all use of the Online Services accessed with AC IDs issued to your Authorized Users, including associated charges, whether by Authorized Users or others. You will use reasonable commercial efforts to prevent unauthorized use of AC IDs assigned to your Authorized Users and will promptly notify AC, in writing, if you suspect that an AC ID is lost, stolen, compromised, or misused. Unauthorized users strictly prohibited and are considered breach of the Subscription Agreement as such Access Confidential, at its discretion, may temporarily suspend or terminate access to the Online Services without notice and without refund of any portion of the subscription fee paid.

2.2 Use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is **strictly prohibited**. Unless otherwise agreed to by AC in writing, use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

2.3 To comply with local privacy, data protection and other laws, each AC ID is country specific and may not be used outside the country for which it is issued, except for short periods not to exceed 30 continuous days. If AC suspects use of an AC ID outside the country of issue for a period in excess of 30 continuous days, AC may suspend the AC ID or require you to use and pay for an AC ID for the relevant country. On request, AC will issue a geographically compliant AC ID.

2.4 The Online Services, Materials, and feature functionality within the Online Services as well as the Terms of Use or Terms of the Subscription Agreement may be enhanced, added to, withdrawn, or otherwise changed by AC without notice.

2.5 Subject to Section 2.4 above, the Online Services may contain a feature that will allow your Authorized Users to create work folders or work spaces ("Folders") from within research sessions that are associated solely with their respective AC IDs. The Folders are designed to allow your Authorized Users to save copies of Materials made available by AC, as well as links to materials made available on the Internet or other documents that you or your Authorized Users own or otherwise have the right to upload to Folders. Applicable charges for the Folders are listed in the Price Schedule. AC represents and warrants that the Folders will be under the exclusive control of your Authorized Users. Notwithstanding the foregoing, AC may access or disclose the content of Folders to the extent necessary to facilitate features and functions of the Online Services and to comply with contractual and legal obligations including, but not limited to, an administrative or judicial proceeding. Authorized Users are solely responsible for the content of their respective Folders. You represent and warrant that the Authorized Users have the right and authority to upload any and all content to the Folders that is not provided by AC. Authorized Users are prohibited from uploading content to the Folders that is defamatory, libelous, pornographic or obscene, unless such content is reasonably related to professional responsibilities. In addition, Authorized Users are strictly prohibited from uploading content to the Folders that is unlawful or that is considered protected health information under the Health Accountability and Portability Protection Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH). You agree to indemnify, defend, and hold AC harmless for any and all claims, damages, costs, fines and expenses that AC may incur as a result of you or your Authorized Users' use of the Folders or any content uploaded to the Folders, excluding AC Materials. Authorized Users are solely responsible for securing or saving the content of their respective Folders before the expiration or termination of the Subscription Agreement, if desired. AC has no obligation to provide the content of Folders to you or your Authorized Users after the termination of the Subscription Agreement. All AC Materials contained in Folders remain subject to the storage limitations and other license terms and restrictions set forth in the Subscription Agreement.

### 3. NO WARRANTY

3.1 AC represents that it has the right and authority to make the Online Services and Materials available to you and your Authorized Users as authorized expressly by the Subscription Agreement.

3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND AC AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 4. LIMITATION OF LIABILITY

4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or any Materials available or not included therein, (b) the unavailability or interruption of the Online Service or any features thereof or any Materials, whether from time to time, continuously or permanently, (c) your or an Authorized User's use of the Online Services or Materials, (d) the loss or corruption of any data or equipment in connection with the Online Services, (e) the content, accuracy, or completeness of Materials, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

4.2 "Covered Party" means (a) AC and any officer, director, employee, subcontractor, agent, successor, or assign of AC; and (b) each third party supplier of Materials, third party alliance entities, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or third party alliance entity or any of their affiliates.

4.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR MATERIALS OR THIS SUBSCRIPTION AGREEMENT EXCEED **THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE, OR THE AMOUNT PAID FOR THE CURRENT SUBSCRIPTION PERIOD UNTIL TERMINATION.** YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

4.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR AUTHORIZED USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO AC OR ITS THIRD PARTY SUPPLIERS.

4.5 The provisions of Sections 4.4 shall constitute your sole and exclusive remedy for the respective matters specified therein.

## 5. MISCELLANEOUS

5.1 These General Terms and Conditions, including any Additional Terms may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with the terms of your Subscription Agreement; all other provisions may be changed by AC immediately upon notice to you. If any changes are made to the Subscription Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or our Authorized Users but will apply to all similarly situated AC customers using the Online Services. You may terminate the Subscription Agreement upon written notice to AC if any change to these General Terms and Conditions is unacceptable to you. For termination to be effective under this Section 5.1, written notice of termination must be provided to AC within 30 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change but does not affect the foregoing termination right. Except as provided above, the Subscription Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, the Subscription Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

5.2 You or AC may terminate the Subscription Agreement at any time in accordance with this Section 5.2. The effective date of termination by you shall be 30 days after the receipt of written notice of termination, unless a later date is specified in the notice. AC may temporarily suspend or discontinue providing access to the Online Services to any or all Authorized Users in breach of the Subscription Agreement without notice and AC may pursue any other legal remedies available to it. AC may suspend, terminate or discontinue access to the Online Services globally at any time and for any reason, in its discretion (i.e., fraudulent, abusive and/or illegal activity). In the event of a global suspension that exceeds three days, the Subscription Agreement termination date may be extended for the amount of days that the service was suspended. Under any such suspension, termination or discontinuation of the Online Services, the Subscriber shall not be entitled to any refund of any portion of the subscription fee paid.

5.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by AC. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to AC should be sent to Access Confidential, LLC, Attn: Marshall A. Adams, P.A., Lubell & Rosen, LLC, 200 South Andrews Avenue, Suite 900, Fort Lauderdale, FL 33301.

5.4 The failure of you, AC, or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

5.5 Neither you nor any Authorized User may assign your rights or delegate your duties under the Subscription Agreement without the prior written consent of AC, which consent may be withheld. This Terms and Conditions and any Subscription Agreement, Addendum and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

5.6 AC's ability to provide Materials is regulated by a variety of privacy, data protection, and other laws in a variety of jurisdictions ("Data Laws") and by the licenses under which it obtains Materials ("Licenses"). You acknowledge that AC will perform a due diligence review of your account upon registration and that the due diligence review will be heightened if you desire to access sensitive, non-public Materials about individuals. You also acknowledge that AC will perform periodic reviews of you and your Authorized Users' use of Materials subject to Data Laws or Licenses ("Regulated Data") in order to comply with Data Laws and license restrictions, and that the review may include asking you or your Authorized Users to verify that use of Regulated Data was for a permissible purpose. You and your Authorized Users will cooperate with AC in

any such due diligence or regulatory review and will promptly produce all relevant records and documentation reasonably requested by AC. All reviews will be at AC's expense. If there is any failure to cooperate with AC, or if any review reveals the lack of a permissible purpose to access Regulated Data, AC may deny access to the Online Services or to Regulated Data. AC will be under no obligation to reduce the fees payable by you to the extent that it is unable to provide Regulated Data to you based solely on your non-cooperation.

5.7 If you, any of your Authorized Users, or any person you or your Authorized Users permits to use the Online Services or who gains access through an Authorized User's failure to properly secure his or her AC ID or computer (a "User") should access or use Regulated Data in an unauthorized manner (a "Security Event"), then the following provisions will apply: (a) if required by applicable law, you will notify AC of the individuals whose information has potentially been accessed or used that a Security Event has occurred; (b) you will notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by law; (c) the notification will not reference AC or the product through which the Regulated Data was provided, nor will AC be otherwise identified or referenced in connection with the Security Event, without the express written consent of AC; (d) you will be solely liable for all claims that may arise from a Security Event caused by you, your Authorized Users or a User and you will indemnify AC for any third party claims directed against AC that arise from the Security Event; and (e) all notifications and indemnity claims related to the Security Event will be solely at your expense.

5.8 This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Florida regardless of the law that might otherwise apply under applicable principles of conflicts of law. Venue for any action of any type or nature arising from any relationship between AC and a Subscriber shall be exclusively in the State or Federal Courts in and for Broward County, Florida.

5.9 This Subscription Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of the Subscription Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of the Subscription Agreement.

5.10 Where applicable, each affiliated company of AC and each third party supplier of Materials has the right to assert and enforce the provisions of the Subscription Agreement directly on its own behalf as a third party beneficiary.

5.11 This Subscription Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations on that subject matter.

BY ACCESSING AND USING THE AC SERVICES, I ACKNOWLEDGE AND AGREE, ON BEHALF OF MYSELF AND/OR THE SUBSCRIBER/AUTHORIZED USER, THAT I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS.