

TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use (this “Agreement”) constitute a binding agreement between the individual identified as the User in the enrollment form (“User”) and Blue Vault Partners, LLC (“Blue Vault”). This Agreement applies to the complementary subscription to the Blue Vault Service available through the bluevaultpartners.com website (the “Site”).

BY CLICKING THE “ACCEPT” BUTTON BELOW AND SUBMITTING YOUR INFORMATION, USER (A) ACCEPTS THIS AGREEMENT AND AGREE THAT USER IS BOUND BY ITS TERMS; (B) ACKNOWLEDGES THAT USER ARE 18 YEARS OF AGE OR OLDER; AND (C) USER HAS THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND HIMSELF TO THE TERMS AND CONDITIONS HEREOF. IF USER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, USER WILL NOT BE ABLE TO ACCESS THE SITE OR USE THE BLUE VAULT SERVICE.

This terms and conditions of this Agreement are subject to change by Blue Vault from time to time, and without notice, in Blue Vault’s sole discretion. User’s continued use of the Site and Blue Vault Services after the “Last Updated Date” will constitute User’s acceptance of and agreement to such changes.

1. SCOPE OF SERVICE AND LICENSED MATERIALS

1.1 Authorized User. The rights granted herein are granted only to User and are personal to User. The rights granted hereunder do not extend to User’s affiliates, any related entities or firms, or any agents, employees or contractors; provided, however, that User may share the Licensed Materials with other employees of User’s firm. In such event, User represents and warrants to Blue Vault that it has advised any such employees of the limited nature of the licensed granted hereunder and the confidential nature of the Licensed Materials and the restrictions on the use of the Licensed Materials. The license granted hereunder includes one (1) logon credential consisting of a User ID (which shall be User’s work e-mail address) and password, which is exclusive to User and which User agrees not to share or allow others to use.

1.2 Licensed Materials. The Licensed Materials can be accessed only via subscription to the Service, and consist of electronic publications, reports and associated databases, including any components provided by third-party suppliers, and related documentation (the “Licensed Materials”).

1.3 Service. The Blue Value Research Reporting Service consists of Blue Vault’s website and all of the content it contains or may in the future contain, including but not limited to the Licensed Materials and all other text, content, photographs, video, audio and graphics, designs, information, articles, directories and guides as well as the trademarks, service marks, trade names, trade dress, copyrights, logos, domain names, code and/or any other form of intellectual property, together with related software, interfaces and documentation (collectively, the “Service”). The Service can be accessed only during the term hereof by the issuance of logon credentials by Blue Vault and upon payment of all applicable license fees by User.

1.4 Complementary Access. Use of the Service and access to the Licensed Materials is currently provided on a complementary (i.e., no cost) basis. Blue Vault reserves the right to terminate User’s complementary access and/or implement a fee for access all or certain portions or functionalities of the Site and/or Licensed Materials, at Blue Vault’s sole and absolute discretion at any time; provided, that Blue Vault shall endeavor to provide at least thirty (30) days prior written notice of any such change.

2. OWNERSHIP OF LICENSED MATERIALS

2.1 Ownership of Licensed Materials. User acknowledges and agrees that Blue Vault and/or its third-party suppliers are and shall remain the sole owner(s) of the Service and all Licensed Materials, any components, modifications, adaptations and copies thereof, and any and all intellectual property rights therein. Except as provided herein, User shall not obtain, have or retain any right, title, or interest in or to the Service or the Licensed Materials or any part thereof. User acknowledges and agrees that Blue Vault shall retain the right to store and use registration, other individual user data used to access the Service and any other data, information, intellectual property or database created or obtained in relation thereto.

2.2 Authority to Grant. Blue Vault has the right to grant access to the Service and distribute the Licensed Materials pursuant to this Agreement. To the knowledge of Blue Vault, User's use of the Service and Licensed Materials in accordance with this Agreement will not infringe any third-party patent, copyright, trade secret or other intellectual property rights.

2.3 Acknowledgement of Rights. User acknowledges that Blue Vault expends significant resources gathering, assembling and compiling the data and databases which comprise the Licensed Materials, and also in designing and developing associated interface and database formats and reports contained within the Service. User agrees that the Service and Licensed Materials are the property of Blue Vault and further that the Licensed Materials constitute valuable trade secrets and confidential information of Blue Vault, which trade secrets and confidential information are provided to User in confidence hereunder.

2.4 Covenant Not to Infringe. User acquires only the right to access the Service and use the Licensed Materials as authorized herein. User agrees not to contest or challenge Blue Vault's or its third party suppliers' ownership of the Service or Licensed Materials and associated intellectual property rights, and not to take any action that would infringe, misappropriate, constitute unfair competition with respect to, or otherwise violate Blue Vault's or its third party suppliers' ownership of or rights in, the Service or Licensed Materials. User further agrees not to accept or receive information from a third party that is known to User to be provided by such third party in violation of (a) Blue Vault's copyright or proprietary interests in such information or (b) Blue Vault's licensing agreement with the third party.

3. LICENSE GRANT

3.1 In General. Blue Vault grants to User a non-exclusive and non-transferable limited license to use the Service and Licensed Materials during the term of this Agreement and subject to the terms and conditions hereof.

3.2 Authorized Uses. User may:

- 3.2.1 Use the Service and Licensed Materials only for User's own internal use (that is, only by and for User, but not to or for third parties).
- 3.2.2 Excerpt and distribute in hard copy or electronic form to third parties limited, insubstantial portions of data from the Licensed Materials to support User's primary business. In no event may User distribute data or reports from the Service or containing Licensed Materials in a quantity or in a manner that serves as a substitute for the purchase of a subscription to the Service from Blue Vault.

3.3 Prohibited Uses. User shall not:

- 3.3.1 Copy, reproduce, modify, distribute, publicly display, use or disclose the Licensed Materials in any manner not expressly authorized herein.

- 3.3.2 Load the Licensed Materials as any networked configuration that permits or enables access to the Service or Licensed Materials by multiple persons or third parties, whether via the internet, a network or otherwise.
- 3.3.3 Provide any other person with User's User ID, password or other login information, or otherwise allow any third parties to access the Service or view the Licensed Materials, except for authorized excerpting and distribution of limited portions as set forth above.
- 3.3.4 Distribute any interfaces or software programs providing access to the Service or containing the Licensed Materials.
- 3.3.5 Download data, information or reports from the Service with the intent of using such data as a substitute for purchasing a subscription to the Service.
- 3.3.6 Use the Service or Licensed Materials, directly or indirectly, in competition with Blue Vault.
- 3.3.7 Create or maintain a database from or using the information, data or reports from the Service or containing any Licensed Materials.
- 3.3.8 Infringe or misappropriate the Service or Licensed Materials or take any action inconsistent with Blue Vault's ownership of and rights in the Service or Licensed Materials. User specifically agrees not to use or rely upon the Service or Licensed Materials in any way to develop products or services that compete with the products or services offered by Blue Vault, not to imitate the proprietary design, layout or "look and feel" of the Service or Licensed Materials, and not to misappropriate Blue Vault's proprietary rights in the data compilations provided by the Service or included in the Licensed Materials.
- 3.3.9 Interfere with or otherwise disrupt the proper working of the Service, any activities conducted on or through the Service or any servers or networks connected to the Service.
- 3.3.10 Violate the security of the Service or attempt to gain unauthorized access to the Service, Licensed Materials, or systems or networks connected to the Service.

3.4 Reservation of Rights. Blue Vault reserves all rights in the Service and Licensed Materials not expressly granted herein.

3.5 Non-Internal or Commercial Use/Reprints. User shall not use the Licensed Materials other than for User's internal use or incorporate the Licensed Materials into publications distributed to third-parties without first obtaining the prior written consent of Blue Vault. If User desires to so use any of the Licensed Materials, please contact Blue Vault to discuss the proposed use, applicable fee and approvals. If such approval is granted, attribution must be provided to Blue Vault and/or its third-party suppliers.

4. USER'S RESPONSIBILITIES AND OBLIGATIONS

4.1 Login Credentials. User agrees to assume sole responsibility for the security of any User IDs and/or passwords issued by Blue Vault to User for accessing the Service. User IDs and/or passwords are subject to cancellation or suspension by Blue Vault at any time Blue Vault has a reasonable belief that such credentials are being misused or if User has breached this Agreement. If User believes that someone other than User is using any credentials or that anyone is misusing any credentials or the Licensed Materials, User

shall notify Blue Vault immediately. In the event of any change in User's email address, User should contact Blue Vault to modify their User ID.

4.2 Account Information and Use. User is solely responsible for all activity occurring under its account, directly or indirectly.

4.3 Protection Against Unauthorized Use. User shall prevent any unauthorized use of the Service or Licensed Materials. User shall immediately notify Blue Vault of any unauthorized use that comes to User's attention, and will take all steps reasonably necessary to terminate such unauthorized use. User shall cooperate and assist with any actions taken by Blue Vault to prevent or terminate unauthorized use of the Service and/or Licensed Materials.

4.4 User Systems. User is solely responsible for providing, whether directly by itself or through the use of third-party products and/or services, all information technology infrastructure, including all equipment, servers, devices, storage, other software, network and communications equipment and ancillary services needed to access the Service. User shall be responsible for ensuring that such systems are compatible with the Service. User shall be solely responsible for the operation of all of its systems.

4.5 No Public References to Blue Vault. Notwithstanding any other provision in this Agreement and in addition to any other restriction herein, User shall not make any written or verbal reference, statement or representation relating to Blue Vault, the Service, any of the Licensed Materials, or Blue Vault's business, to any person or generally to the public, in any way that could be interpreted (whether directly or indirectly, expressly or implied) to mean or imply that Blue Vault in any way endorses, supports, recommends, provides an opinion on, or is associated with User.

4.6 Compliance with Laws. User shall comply with all applicable laws in using the Service and Licensed Materials.

4.7 Representations and Warranties. User represents and warrants that its execution, delivery, and performance of this Agreement have been duly authorized by all necessary action by User and that User has the full power and authority to enter into and perform its obligations under this Agreement.

5. CONFIDENTIALITY

The Service and all Licensed Materials (including without limitation, all interfaces, all databases, and the selection, arrangement and compilation of data) constitute and are comprised of the confidential and trade secret information of Blue Vault and its third-party suppliers (the "Confidential Information"), and User agrees not to use or disclose the Licensed Materials other than as is expressly authorized by this Agreement. Confidential Information does not include (a) information known to User at the time of disclosure, (b) information that is disclosed to User by a third party not under an obligation of confidentiality to Blue Vault, (c) information that is or becomes generally known through no fault of User, (c) information that User independently develops without reference to or reliance on the Confidential Information, or (e) information required by law or regulation to be disclosed by User to the extent so disclosed. User agrees to safeguard the Licensed Materials against unauthorized use or disclosure with means at least as stringent as those it uses to safeguard its own confidential information, and in no event with less than reasonable means. The obligations of confidentiality in this Agreement shall survive its termination without limitation in duration for so long as User has access to the Service or is in possession of any part of the Licensed Materials

6. LIMITED WARRANTY; DISCLAIMER AND LIMITATIONS

6.1 Limited Warranty. The information available through the Service, including the Licensed Materials: (i) has been gathered by Blue Vault from sources believed by Blue Vault to be reliable; and (ii) has been arranged by Blue Vault in a way that Blue Vault believes will increase the ease of access, use and utility of the information. However, Blue Vault does not warrant as to the correctness or accuracy, completeness, currentness, condition, quality, performance, merchantability or fitness for a particular purpose of the Service, the Licensed Materials, or the information and data contained therein, and it does not warrant that the Service and interface used to access the Licensed Materials will be error free or bug free. User is solely responsible for determining whether the Service and Licensed Materials will achieve the results User desires.

6.2 DISCLAIMER. EXCEPT AS IS EXPRESSLY WARRANTED IN THIS SECTION 6, THE SERVICE AND LICENSED MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND. BLUE VAULT AND ITS THIRD PARTY PROVIDERS HEREBY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. WITHOUT LIMITING ANY OF THE FOREGOING, BLUE VAULT MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICE, THE LICENSED MATERIALS OR ANY RESULTS, DATA, REPORTS OR COMPILATIONS OBTAINED THROUGH OR BY USE THEREOF WILL BE ACCURATE, COMPLETE, RELIABLE, TIMELY, SECURE, SUITABLE FOR USER'S PURPOSES OR FREE FROM ERRORS, DEFECTS, OMISSIONS, DELAYS, INTERRUPTIONS OR LOSSES, INCLUDING INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA. USER FURTHER ACKNOWLEDGES AND AGREES THAT IN NO EVENT WILL BLUE VAULT BE RESPONSIBLE OR LIABLE TO USER OR TO ANY THIRD PARTY FOR USER'S USE OF OR RELIANCE ON ANY RESULTS OBTAINED FROM OR PROVIDED BY THE SERVICE, THE LICENSED MATERIALS OR BLUE VAULT, AND THAT USER BEARS THE SOLE RESPONSIBILITY AND RISK FOR ANY SUCH USE OR RELIANCE, INCLUDING WITHOUT LIMITATION ANY DECISION(S) USER MAY MAKE OR REFRAIN FROM MAKING IN CONNECTION THEREWITH.

6.3 LIMITATION OF LIABILITY. IN NO EVENT SHALL BLUE VAULT OR ITS THIRD PARTY PROVIDERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION LOSS OF DATA OR BUSINESS INFORMATION) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, IN CONNECTION WITH THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE AND/OR LICENSED MATERIALS.

6.4 LIABILITY CAP. IN NO EVENT SHALL BLUE VAULT OR ITS THIRD PARTY PROVIDERS' MONETARY LIABILITY TO USER IN CONNECTION WITH THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE AND LICENSED MATERIALS EXCEED \$1,000.00.

6.5 INDEPENDENT ALLOCATIONS OF RISK. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY BLUE VAULT TO USER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 7 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

7. INDEMNITY

7.1 By User. In consideration of the complementary access to the Service and Licensed Materials, User shall indemnify, defend and hold Blue Vault harmless from and against all claims, suits, causes of action,

judgments, damages, losses, fines or expenses (including reasonable attorney's fees) arising from a third party claim relating to User's use of the Service and use or distribution of the Licensed Materials.

7.2 Procedures. In the event of any claim by a third party for which Blue Vault seeks indemnification under this Section 7, Blue Vault shall promptly notify User in writing of any such claim and forward all related documents received with the claim to User (any delay or failure of notice will not relieve User of its obligation except to the extent it has been actually and materially prejudiced thereby). User shall have the right to assume the defense of the claim using counsel of its choice.

7.3 Limitation. User shall not be obligated to indemnify the other party in the event the claim for which indemnification is sought arises from the gross negligence or willful misconduct by Blue Vault.

8. TERMINATION

8.1 Termination by Either Party. This Agreement may be earlier terminated by either party:

- 8.1.1 If the other party breaches a provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach from the non-breaching party; or
- 8.1.2 Immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditor.

8.2 Termination by Blue Vault. Blue Vault reserves the right to terminate this Agreement and/or User's complementary access to the Service and Licensed Materials at any time and for any (or no) reason, in Blue Vault's sole and absolute discretion; provided, that Blue Vault shall endeavor to provide at least thirty (30) days prior written notice of any such termination. In addition to the foregoing, this Agreement and User's access to the Service and Licensed Materials may be terminated by Blue Vault immediately if User (a) infringes, misappropriates or violates Blue Vault's intellectual property rights; (b) allows third-parties to access the Licensed Materials in violation hereof; (c) assigns or purports to assign this Agreement or the rights hereunder without Blue Vault's prior written consent as required hereunder; or (d) fails to login to the Service for thirty (30) or more consecutive days.

8.3 Effects of Termination. Upon the termination of this Agreement, all licenses granted herein shall immediately cease. User shall immediately cease accessing the Service and using the Licensed Materials and shall promptly destroy all Licensed Materials in User's possession, except that User may retain print copies of reports generated from the Service before the effective date of termination. User may not make any use of electronic databases after termination, but may retain and make limited distribution of print copies of excerpted data and reports containing excerpted data as allowed herein. Notwithstanding the foregoing, User is prohibited from using the Service and/or Licensed Materials after termination of this Agreement in any other manner, including but not limited to, distribution to third parties of new work product incorporating all or any portions of the Licensed Materials. Upon request by Blue Vault, User shall provide sworn certification in a form provided by Blue Vault that all Licensed Materials have been destroyed as required herein. In the event this Agreement is terminated because User violated Blue Vault's intellectual property rights, User shall return all copies of Licensed Materials, including all documents comprised in part of Licensed Materials. Blue Vault shall, upon termination, terminate User's access to the Service by canceling IDs and/or passwords.

9. NON-ASSIGNMENT

User may not assign or transfer this Agreement nor any right or interest herein, in whole or in part, without the express written consent of Blue Vault, which consent shall be at Blue Vault's sole discretion. Any assignment without such consent shall be null and void. Blue Vault may assign this Agreement without User's consent to any successor or assignee who continues to provide the Service. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and legal representatives. There are no third party beneficiaries to this Agreement.

10. GENERAL TERMS

10.1 Independent Contractors. This Agreement will not be interpreted or construed as: (a) creating or evidencing any association, joint venture, partnership, or franchise between the parties; (b) imposing any partnership or franchise obligation or liability on either party; or (c) prohibiting or restricting Blue Vault's performance of any services for any third party or the provision of products to any third party. User shall not represent to anyone that User is an agent of Blue Vault or is otherwise authorized to bind or commit Blue Vault in any way without Blue Vault's prior written authorization.

10.2 Subcontractors. Blue Vault may utilize subcontractors or other third parties to perform under this Agreement, who shall be subject to all provisions herein.

10.3 Notices. All notices, authorizations, and requests in connection with this Agreement will be deemed given and effective: (a) three (3) days after they are deposited in the U.S. mails, postage prepaid, certified or registered, return receipt requested; (b) one day after they are sent by air express courier, charges prepaid; or (c) on the day of transmittal if sent by facsimile or by email, in each case to such address as the party to receive the notice or request so designates by written notice to the other.

10.4 Force Majeure. Blue Vault shall not be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond Blue Vault's reasonable control.

10.5 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to conflict of laws principles. Any controversy or claim arising out of or relating to the Service or this Agreement must be commenced within one (1) year after the occurrence of the event or circumstance giving rise to the claim.

10.6 Arbitration. Any dispute arising out of this Agreement shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association then in-effect. The arbitration will be conducted in Atlanta, Georgia, and judgment on the arbitration award may be entered into any court of competent jurisdiction. The award of the arbitrator will be final and binding upon the parties without appeal or review except as permitted by applicable law. Either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration.

10.7 Waiver. The waiver by any party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

10.8 Severability. This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to

be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

10.9 Compliance with Privacy Laws. Each party acknowledges that certain information made available to the other party may be deemed nonpublic personal information under the Gramm-Leach-Bliley Act, Regulation S-P, or other federal and state privacy laws and the regulations promulgated thereunder (collectively, "Privacy Laws"). The parties represent, warrant and covenant that they are fully compliant with and shall hereafter remain fully compliant with such Privacy Laws and: (a) that all nonpublic personal information shall remain the exclusive property of the owner thereof and the receiving party shall not use any such information for any purpose except in furtherance of this Agreement; (b) not to disclose or use such information except as required to carry out its duties under this Agreement or as otherwise permitted by the Privacy Laws; (c) to disclose nonpublic personal information only to those of its employees and agents who have a need to know such information in furtherance of this Agreement; (d) that they have established and maintained safeguards against the unauthorized access, destruction, loss, or alteration of nonpublic personal information in their control; and (e) to cooperate with the other party and provide reasonable assistance in ensuring compliance with such Privacy Laws to the extent applicable to either party. In the event of any improper or unauthorized disclosure of any nonpublic personal information, the party responsible for the disclosure will immediately take the necessary steps to mitigate any further disclosure and notify the other party. The party responsible for the disclosure shall indemnify the other party for any costs or expenses associated with the breach, including, without limitation, any costs incurred as a result of complying with any applicable state or federal privacy breach notification requirements. The provisions of this section shall survive the termination of this Agreement.

10.10 Entire Agreement. This Agreement is the final and complete expression of the agreement between these parties regarding the Service and Licensed Materials. This Agreement supersedes all previous oral and written communications with respect to the subject matter hereof. No employee, agent, or other representative of Blue Vault has any authority to bind Blue Vault with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement.

11. COLLECTION AND USE OF INFORMATION

User acknowledges that Blue Vault may, directly or indirectly through the services of third-parties, collect and store information regarding the use of the Service and Licensed Materials and about equipment through with the Service is otherwise accessed and used, and agrees that Blue Vault may use such information for any purpose related to the use of the Service and Licensed Materials or on User's equipment including, but not limited to, for the purpose of improving the performance of the Service and verifying User's compliance with the terms of this Agreement and enforcing Blue Vault's rights, including all intellectual property rights.