

Your Right to Access and Use the Software Product

Your right to access and use the software product you have selected is subject to the terms and conditions of one of the following license agreements: Single-User License Agreement, Single-Site License Agreement, Corporate License Agreement, or Corporate Single-Site License Agreement. For your convenience, portions of each of these agreements pertaining to individuals or organizations that are permitted to use the Software are summarized below:

Single-User: This license generally limits use of the Software to use by a single individual customer, who is identified by name and contact information in a Written Confirmation. Use of the Software by the identified individual is limited solely to his/her own personal use, and the identified individual is specifically not authorized to permit or authorize any other individual and/or entity, including any individual and/or entity with whom the identified individual has an employment, agency or other relationship, to use and/or distribute the Software.

Single-Site: This license generally limits the use of the Software to use by an individual customer, who is identified in a Written Confirmation, and to use by other authorized individuals subject to the following restrictions: 1) individual customer and the other authorized individuals are only permitted to use the Software at a single-site or physical location that is specifically identified in the Written Confirmation; 2) the maximum number of authorized individuals who may use the Software at the single-site or physical location may not exceed 100 individuals; 3) individual customer agrees to inform each of the authorized individuals who desire to use the Software that their use is subject to the terms and conditions of the Single-Site License Agreement and obtains each user's agreement to abide by the terms and conditions of the Agreement; and 4) neither the individual customer nor any of the authorized individuals is authorized to permit or allow any other individual and/or entity to access, use or distribute the Software.

Corporate: Unless specified in writing and signed by authorized representatives of Licensor and Customer (corporate entity), this license limits the use of the Software to use by a customer organization, which is identified in a Written (or electronically-signed) Confirmation, and by only those individuals ("User") who are employees of the organization, and further provides that neither customer organization nor any of its employees is authorized to permit or allow any other individual and/or entity to access, use or distribute the Software.

It is the user's responsibility to determine if he/she is authorized to access the Software based on an existing agreement.

User acknowledges that (a) the Data contains proprietary and confidential information that is protected by applicable intellectual property and other laws, and (b) Licensor either owns all right, title and interest in and to the Data or has acquired from one or more third-parties the right to license the Data, including without limitation all Intellectual Property Rights associated with the Data. "Intellectual Property Rights" means any and all rights arising under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. User agrees that User will not, and will not allow any third party to, (i) copy, reproduce, sell, license, distribute, transfer, modify, adapt, translate, prepare derivative works from, or otherwise use or manipulate the Data, (ii) take any action to circumvent or defeat the security or content usage rules provided, (iii) use the Data to access, copy, transfer, transcode or retransmit content in violation of any law or third party rights, or (iv) remove, obscure, or alter Licensor's copyright notices, in conjunction with or through the Data.

User's use of the Data is further limited to using the Data solely in connection with User's business, and the Data may not be used in any manner to compete with Licensor.

In no event shall User access or use the Data from a location outside of North America unless specifically authorized by Licensor in writing.

From time to time during the period of Customer's license, Licensor may make available to Customer updates to the Data ("Updates"). By accepting delivery of the Data, User agrees that all of the terms and conditions set forth in this Agreement apply to User's use of any Updates.

User agrees that it will not use the Data for an unlawful purpose and acknowledges that Licensor and its third-party providers forbid User from using the Data in any unlawful manner, including using a facsimile machine to transmit an unsolicited advertisement in violation of federal and possibly state law. User acknowledges that the Federal Government and many states have passed "do not call" legislation. User agrees that he/she is responsible for reviewing the Data to determine if any numbers included in the Data are on such do not call lists. If User places a call to a number on a do not call list, User is liable for any fines that may be levied. Further, if User is a member of the Direct Marketing Association, User agrees to process the Data against the "do not call" list and mail suppression list of the Direct Marketing Association.

Information has been obtained by Licensor from sources believed to be reliable. However, because of the possibility of human or mechanical error by such sources, or by Licensor, third-party providers or others, Licensor and its third-party providers do not guarantee the accuracy, adequacy or completeness of any information in the Data and are not responsible for any errors or omissions or for the results obtained from the use of such information or for any information being on a suppression, "do not call" or any "do not contact" list. There are no express or implied warranties, including but not limited to, warranties of merchantability or fitness for a particular purpose or use. Notwithstanding anything to the contrary in this Agreement, in no event shall Licensor or its third-party providers be liable for incidental, indirect, special, punitive or consequential damages, business interruption or lost profits, whether foreseeable or not, in connection with this Agreement, the Data provided, and notwithstanding any failure of essential purpose.

In no event shall the aggregate liability of Licensor and its third-party providers in connection with any claims arising out of or in connection with this Agreement exceed the amounts paid by Customer to Licensor for access to the Data with respect to which such claims arise.

This Agreement and all claims arising out of or relating to this Agreement or the Data, including tort claims, shall be interpreted, construed and enforced in accordance with the laws of the State of California, regardless of the laws that might govern under applicable choice-of-law provisions. The parties, their successors and assigns consent to and submit to the exclusive jurisdiction of the State courts located in Marin County, California or to the Federal Courts located in San Francisco, California, and waive any objection to the venue or convenience of such courts.

User further acknowledges and agrees that any use or disclosure of the Data by User in any manner inconsistent with the provisions of this Agreement may cause Licensor to suffer irreparable harm and that a recovery of only monetary damages will be inadequate to compensate Licensor for User's breach, and that Licensor shall be entitled to injunctive relief, including temporary or preliminary relief. This remedy shall be in addition to any other remedies available.

If any action is brought by either party to this Agreement against the other party regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to other relief, reasonable attorney fees and expenses of litigation.

Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, the declaration shall have no effect on the remaining terms of this Agreement.

This Agreement and/or associated Order Forms or Confirmations may not be modified except in writing signed by authorized representatives of both parties. The failure of either party to enforce any rights granted under this Agreement or to take action against the other party in the event of a breach of this Agreement shall not be deemed to be a waiver by that party as to subsequent actions for breach of this Agreement.

Corporate Single-Site: This license generally limits the use of the Software to use by a customer organization, which is identified in a Written Confirmation, and by only those individuals who are employees of the organization and are employed at a single-site or physical location that is specifically identified in the Written Confirmation, and further provides that the maximum number of employees who may use the Software at the single-site or physical location may not exceed 100 employees and in no event is customer organization or any of its employees authorized to permit or allow any other individual and/or entity to access, use or distribute the Software.

Although portions of the license agreements have been summarized for you, your right to use the Software product you have selected is based solely upon the terms and conditions of the actual license agreement applicable to your use and is not based upon the summary. **IT IS YOUR SOLE RESPONSIBILITY TO DETERMINE THAT YOU ARE AUTHORIZED PURSUANT TO ONE OF THE LICENSE AGREEMENTS IDENTIFIED ABOVE TO ACCESS AND USE THE SOFTWARE PRODUCT YOU HAVE SELECTED. IF YOU ARE UNSURE ABOUT WHICH LICENSE AGREEMENT IS APPLICABLE TO YOUR USE, YOU MUST NOT ENTER A USER NAME AND PASSWORD OR OTHERWISE ACCESS THE SOFTWARE. BY ENTERING A USER NAME AND PASSWORD OR OTHERWISE ACCESSING THE SOFTWARE PRODUCT, YOU AGREE TO AND ACCEPT THE TERMS AND CONDITIONS OF THE LICENSE AGREEMENT APPLICABLE TO YOUR USE.**