

TERMS AND CONDITIONS

The contracting party (“Licensee”) has requested Comperemedia Inc., a Delaware corporation (“Licensor”) with a registered place of business at 333 West Wacker Drive, Suite 1100, Chicago, Illinois 60606, to supply access to its Services (as defined below) along with examples of new advertising and direct marketing initiatives as may be specified, and Licensor has agreed to supply such Services on the Terms and Conditions set forth below.

Licensor is an independent company and is not affiliated with any of the companies whose advertisements are provided to Licensee.

By signing the Order Form (as defined below), Licensee (the name, registered place of business, contact details and address for services of notice for whom are included on the Order Form) unequivocally accepts the Terms and Conditions set forth herein.

1. DEFINITIONS

In these Terms and Conditions, the following terms shall have the following meanings:

1.1. Affiliate

A company, whether incorporated or not, (i) which owns, directly or indirectly, a majority interest in Licensee or (ii) in which a five per cent (5%) or greater interest is owned, either directly or indirectly, by Licensee or a parent company.

1.2. Agreement

The entire agreement as between Licensor and Licensee as set forth in the Order Form and these Terms and Conditions.

1.3. Authorized Users

One or more current employees of Licensee, as identified on the Order Form, who have either been issued with a password or other authentication, or who have provided Licensor with the IP address of the terminal(s) from which access to the Services will be gained, and who are located at one of the one or more of the Sites identified on the Order Form.

1.4. Fees

The fees and conditions of payment (together the “Fee”) set out in the Order Form, which may be further modified as agreed by the parties in writing from time to time. Local applicable sales or state taxes will be added to the Fees when invoiced.

1.5. Order Form

The form, signed and dated on behalf of Licensee, accepting these Terms and Conditions, and which specifies, inter alia, the Fee and the level of Services to be

provided, details and locations of Authorized Users, and the dates for the initial Subscription Period. Unless otherwise specified on the Order Form, Licensee is defined as an individual legal entity.

1.6. Secure Network

A network (whether a standalone network or a virtual network within the internet) which is accessible only to authorized users with the prior approval of Licensee, whose identity is authenticated at the time of login and periodically thereafter consistent with current best practice, and whose conduct is subject to regulation by Licensee.

1.7. Services (including extracts from Articles 3 and 4)

News on direct marketing intelligence, including analysis and editorial of marketing material, including images of Licensee's marketing material and that of other third parties, being introduced into the consumer and business markets using the brand Comperemedia. Licensor makes elements of the Service available to licensees via the internet/intranet, and all materials supplied by Licensor are only for the internal use of Licensee except as otherwise agreed within these terms and conditions. They are supplied to Licensee as part of Licensor's news reporting function in the industry and, with the accompanying analysis and commentary, are to be used for reference, research and comparison purposes only. Any systematic copying or reproduction, publication, broadcast or public display is prohibited.

1.8. Site

The particular physical location or locations of Licensee as defined on the Order Form.

1.9. Website

Licensor's website - www.comperemedia.com - and other websites which may be advised by Licensor from time to time.

2. LICENSE AND PAYMENT

2.1. Subject to these Terms and Conditions, Licensor grants to Licensee the non-exclusive and non-transferable right:

2.1.1. To give Authorized Users access to the Services on the Website via a Secure Network; and

2.1.2. To use the Services so made available by Licensor, in hard copy format and/or internet/intranet, dependent upon the delivery format specified on the Order Form.

- 2.2. The license granted above shall commence on the date of signing the Order Form or such other period as may be specified in writing on the Order Form, and, subject to the provisions relating to early termination as set out in Article 6, shall continue for a period of thirty-six (36) months from the effective date and, unless terminated pursuant to Article 6, shall automatically continue for consecutive periods of thirty-six (36) months thereafter at no lesser level of annual financial subscription commitment, or such other periods as may have been agreed between the parties in writing on the Order Form (the "Subscription Period(s)").
- 2.3. Licensee shall pay annual Fees to Licensor, first within thirty (30) days of (i) signing the Order Form or (ii) receipt of a correctly prepared invoice from Licensor, whichever is the later and then on each anniversary thereafter (or within thirty (30) days of the commencement of each subsequent Subscription Period provided for at Article 2.2 above, or upon receipt of a correctly prepared invoice, whichever is the later).

3. PERMITTED USES

The license granted at Article 2.1 above permits Licensee and Authorized Users to do only the following acts:

- 3.1. Licensee may, subject to Article 4 below:
 - 3.1.1. Allow Authorized Users to have access to the Services on the Website via the Secure Network; and/or
 - 3.1.2. Display, download or print the information included in the Services for the purpose of internal marketing or testing, or for training Authorized Users as stated on the Order Form, or as agreed to in writing by both parties.
- 3.2. Authorized Users may, subject to Article 4 below:
 - 3.2.1 For internal business use only:
 - 3.2.1.1 View, retrieve and display the information comprised in the Services;
 - 3.2.1.2 Electronically save the information included in the Services only to the extent and for the time period necessary to use it for the purpose for which it was downloaded and in any event not for a period in excess of two (2) weeks from the date of download, always allowing for usage as permitted in 3.2.1.5 below;
 - 3.2.1.3 Print off one-off selections of the information comprised the Services with the source clearly identified;
 - 3.2.1.4 Distribute one-off selections of the information comprised in the Services in printed or electronic format to other Authorized Users (such Authorized Users to be physically located within the Site), with

the source clearly identified, and subject to the two (2) week electronic storage provision in Article 3.2.1.2 above; and

- 3.2.1.5 Précis, summarise and analyse the information comprised in the Services and to distribute internally within Licensee only to employees of Licensee located only within the Site(s) and to save indefinitely, providing where possible that any such précis, summary or analysis of the information is clearly identified as having been derived from, but is not a faithful reproduction of, Licensor information.

- 3.3. Licensee and Authorized Users must at all times when accessing the Services on the Website abide by Licensor's Conditions of Use of the Services as appearing on the Website from time to time, the terms of the Conditions of Use to be consistent with (and not more widely drawn than) this Agreement.

4. PROHIBITED USES

- 4.1. For the avoidance of any doubt, the license granted at Article 2.1 above does not allow Licensee or any Authorized Users to:

- 4.1.1. Remove or alter Licensor's Conditions of Use of the Services or the copyright notices or other means of identification or disclaimers as they appear on the Services, on the Website or on any hard copies thereof except as otherwise permitted in this Agreement;
- 4.1.2. Systematically make copies, electronic or otherwise, of multiple extracts of the information included in the Services for any purpose;
- 4.1.3. Provide, by electronic means or otherwise, to a user (including to users within other group companies of Licensee who are not themselves licensees) who is not an Authorized User, any part of the information included in the Services except as set out in Article 3.2.1 above;
- 4.1.4. Mount or distribute any part of the information included in the Services on any electronic network or otherwise, including without limitation the internet and the world wide web or otherwise publish, broadcast or display any such information in public.

- 4.2. Licensor's explicit written permission must be obtained in order to:

- 4.2.1. Distribute the information included in the Services to anyone other than Authorized Users, except as permitted in Article 3.2.1 above;
- 4.2.2. Publish, distribute or make available the information included in the Services, works based on the information included in the Services or works which combine such information with any other material, other than as expressly permitted in these Terms and Conditions;

- 4.2.3. Alter, abridge, adapt or modify the information included in the Services, except to the extent necessary to make it perceptible on a computer screen or as otherwise permitted in these Terms and Conditions to Authorized Users. For the avoidance of doubt, no alteration of the words or their order is permitted, except as permitted under Article 3.2.1.
- 4.3. The creation and/or operation by Licensee (or assisting in any way in the creation and/or operation) of services competitive or potentially competitive, to those supplied by Licensor under this License is prohibited.

5. UNDERTAKINGS AND WARRANTIES

- 5.1 Licensor shall indemnify and hold Licensee harmless from and against any direct loss, damage, cost, liability or expense (including reasonable legal and professional fees) arising out of any third party legal action taken against Licensee claiming actual or alleged infringement of copyright or other proprietary or other intellectual property rights. This indemnity shall not apply if Licensee has amended or modified the information included in the Services in any way not permitted by these Terms and Conditions or if Licensee has materially breached these Terms and Conditions.
- 5.2 Subject to the format of the Services to be provided by Licensor as stipulated on the Order Form, Licensor shall make the Services available to Licensee and to Authorized Users over the world wide web via the Website.
- 5.3 Licensor shall also:
 - 5.3.1 Use all reasonable efforts to ensure that its server has adequate capacity and bandwidth to support the usage of Licensee at a level commensurate with the standards of availability for information services of similar scope operating via the world wide web, as such standards evolve from time to time during the Subscription Period(s); and
 - 5.3.2 Use all reasonable efforts to make the Services available to Licensee and to Authorized Users at all times, save for routine maintenance, and to restore access to the Services as soon as possible in the event of an interruption or suspension of the Service.
- 5.4 Licensee acknowledges that Licensor's (and any hosted publisher's future publishing schedules) are subject to modification from time to time, in common with standard industry practice.
- 5.5 Licensor shall provide usage information for Licensee's internal use only. If Licensor assigns its rights to another party under Article 8.1, Licensee may at its discretion require the assignee either to keep such usage information confidential or to destroy it.
- 5.6

- 5.6.1 Licensor will use all reasonable efforts to ensure that the Services and any software relating thereto provided by Licensor will perform in accordance with any Licensor user guide that is available to Licensee, and with due care and the diligence and professionalism of other similar companies in the industry. IN THE EVENT OF ANY FAILURE OF THE SERVICES, LICENSOR'S OBLIGATION SHALL BE LIMITED TO USING ITS REASONABLE EFFORTS TO REMEDY ANY DEFICIENCIES IN THE AFFECTED SERVICES, OR AT ITS OPTION, TO CANCELLING, CREDITING OR REFUNDING THE FEES DUE FROM LICENSEE IN RESPECT OF ANY PERIOD IN EXCESS OF THREE (3) WORKING DAYS IN ANY CALENDAR YEAR FOR WHICH THE SERVICES HAVE FAILED TO PERFORM CORRECTLY IN ALL MATERIAL RESPECTS. THE OBLIGATION TO CORRECT DEFECTS OR CANCEL, CREDIT OR REFUND A PROPORTIONATE PART OF THE FEES PAYABLE BY LICENSEE FOR THE PRECEDING PERIOD OF TWELVE (12) MONTHS SHALL CONSTITUTE THE FULL EXTENT OF LICENSOR'S LIABILITY IN RESPECT OF ANY LOSS OR DAMAGE SUSTAINED BY LICENSEE WHETHER CAUSED BY BREACH OF THESE TERMS AND CONDITIONS, MISREPRESENTATION, NEGLIGENCE OF LICENSOR (OR ITS EMPLOYEES OR AGENTS) OR FROM ANY OTHER CAUSE, AND IN PARTICULAR, LICENSOR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, ECONOMIC OR OTHER DIRECT OR INDIRECT LOSS OR DAMAGE (INCLUDING BUT NOT LIMITED TO ANY DAMAGES PAYABLE TO A THIRD PARTY, LOSS OF PROFITS OR WASTED RESOURCES) SUFFERED BY LICENSEE. IF FOR ANY REASON THIS PROVISION ABOVE IS DEEMED TO BE INVALID OR UNENFORCEABLE, THE PARTIES AGREE THAT THE MAXIMUM AGGREGATE LIABILITY OF LICENSOR SHALL NOT EXCEED THE TOTAL FEES PAYABLE BY LICENSEE FOR THE PRECEDING PERIOD OF TWELVE (12) MONTHS. THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY SHALL NOT APPLY IN THE CASE OF DEATH OR PERSONAL INJURY, OR IN THE CASE OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF LICENSOR NOR IN RESPECT OF THE INDEMNIFICATION PROVIDED IN ARTICLE 5.1 ABOVE. FOR THE AVOIDANCE OF DOUBT, GENERALLY LICENSEE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INDIRECT LOSSES OR SPECIAL DAMAGES UNDER THIS AGREEMENT, BUT SHALL BE LIABLE TO THE LICENSOR WHERE THERE HAS BEEN A SUBSTANTIATED BREACH OF ANY OR ALL OF ARTICLES 4.1.3, 4.1.4 AND 4.3 (PROVIDED THE SAME IS NOTIFIED TO LICENSEE) FOR ADDITIONAL FEES/SALES THAT LICENSOR COULD HAVE CHARGED LICENSEE OR ANY OTHER PARTIES WHO RECEIVED SUCH MATERIAL AS A RESULT OF THAT BREACH(ES), OR OTHER LOSSES THEREBY INCURRED, AND ALL REASONABLE COSTS LICENSOR INCURS IN THE PROCESS.

- 5.6.2 EXCEPT AS PROVIDED IN ARTICLE 5.6.1 ABOVE, LICENSEE AGREES THAT THE SERVICES ARE PROVIDED “AS IS”; LICENSOR MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE ACCURACY, COMPLETENESS, OR CURRENTNESS OF THE INFORMATION INCLUDED IN THE SERVICES; AND LICENSOR SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR SHALL NOT BE LIABLE ON ACCOUNT OF ANY SUCH ERRORS, OMISSIONS, DELAYS, OR LOSSES. LICENSEE AGREES THAT IN NO EVENT WILL LICENSOR BE LIABLE FOR THE RESULTS OF LICENSEE’S USE OF THE SERVICES, LICENSEE’S INABILITY OR FAILURE TO CONDUCT ITS BUSINESS, OR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE USE OF OR INABILITY TO USE THE SERVICES OR ANY OTHER PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, ANTICIPATED PROFITS OR BUSINESS, OR THE COST OF PROCURING SUBSTITUTE SERVICES. IN THE EVENT STATE LAW REGARDING EXCLUSION OR LIMITATION OF WARRANTIES OR DAMAGES MAY LIMIT THE APPLICABILITY OF THE ABOVE LIMITATIONS, THE TOTAL AGGREGATE LIABILITY OF LICENSOR FOR ANY CLAIMS, LOSSES OR DAMAGES SHALL NOT EXCEED THE CHARGES PAYABLE BY LICENSEE FOR THE PRECEDING PERIOD OF TWELVE (12) MONTHS.
- 5.6.3 Licensee shall notify Licensor in writing immediately and exclusively at any time Licensee believes it may have discovered a potential or actual error(s) in any of the information included in the Services. Upon receipt of any such written notice from Licensee, Licensor will use all reasonable efforts to (i) investigate any such potential or actual error(s) and (ii), if necessary, rectify and correct any such error(s) so discovered.
- 5.7 Licensee acknowledges Licensor’s ownership (and in the case of hosted information those rights of those providers) of the intellectual property rights (including all patents, trade marks, copyrights, database rights, confidential information, trade secrets and knowhow) that are utilized by Licensor in connection with its provision of the Services (the “Intellectual Property Rights”). In order to safeguard such Intellectual Property Rights, Licensee shall:
- 5.7.1 Ensure that all Authorized Users are appropriately notified of the importance of respecting the Intellectual Property Rights and Conditions of Use of the Services;
- 5.7.2 Ensure that Authorized Users are made aware of and agree to abide by:
- 5.7.2.1 these Terms and Conditions; and

- 5.7.2.2 Licensors Conditions of Use of the Services as they may appear on the Website from time to time;
- 5.7.3 To the extent practicable, monitor compliance with these Terms and Conditions and Licensors Conditions of Use of the Services, and immediately on becoming aware of any unauthorized use of the Services or other breach of the terms of these Terms and Conditions, inform Licensor in writing and take all steps, including appropriate disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;
- 5.7.4 Where Licensee does not provide IP addresses pursuant to Article 5.7.8, issue passwords or other access information only to Authorized Users, and ensure that Authorized Users do not divulge their passwords or other access information to any third party, including reminding Authorized Users of their obligations when they leave the employ of Licensee;
- 5.7.5 To the extent practicable, keep full and up-to-date records of all Authorized Users and their access details, and, if requested, provide Licensor with periodic lists of additions, deletions or other alterations to such records as agreed between the parties from time to time;
- 5.7.6 Generally to ensure that only Authorized Users are permitted access to the Services;
- 5.7.7 Investigate immediately upon Licensor faxed or emailed notice to Licensee (such notice to be confirmed by Licensor in writing within two (2) working days) the occurrence of any unusual downloading activity by any Authorized User(s);
- 5.7.8 Provide Licensor wherever possible with the IP addresses, or range of IP addresses, of its computers/networks to allow Licensor to restrict access to Licensees computers/networks.
- 5.8 Each party shall safeguard the intellectual property (including the Intellectual Property Rights), confidential information and proprietary rights of the other party. In particular, each party acknowledges that, other than Licensors Conditions of Use of the Services, these Terms and Conditions and the information on the Order Form including the Fee levels are deemed to be Confidential Information. Licensee accepts that in the case of hosted information included with the License, Licensor shall share usage, pricing and other relevant information regarding Licensee with the supplier of such information.
- 5.9 In the event that Licensee obtains or accesses Services not specified on the Order Form as a result of an intentional or unintentional breach of these Terms and Conditions by a third party or otherwise, and Licensee then uses such Services in the course of its business, Licensee shall promptly upon such discovery notify Licensor in writing and shall pay an additional Fee equivalent to the then rate card value of such Services.

- 5.10 Licensee accepts that the current and then continuing supply of the Service is for the benefit of all licensees and that a condition of the Licence is that Licensee will not take any action (or encourage or assist others to do so) to prevent Licensors from providing the Service during the Subscription Period or thereafter. This Article shall survive the termination of this Contract.
- 5.11 Licensee undertakes to ensure that no libellous annotations are appended, and that blasphemous language is not used. Licensee is responsible for the removal of annotations made by its staff which it considers are no longer relevant. Licensee undertakes that any annotations that directly contradict or strongly disagree with the contents of the Services will also be notified in writing to Licensors Director of Research at the time of annotation, and Licensors undertakes to reply within two (2) working days to explain the sources and methodology used, and Licensee will append such reply.
- 5.12 Licensors reserves the right to include Licensees name as a Licensee in its sales and marketing literature, but shall not use such fact to imply that Licensee in any way endorses the Services in particular or Licensors in general.

6 TERMINATION

- 6.1 Except as otherwise herein agreed, either party may terminate this Agreement by serving notice in writing at any time during the period ninety (90) days to sixty (60) days before the then current Subscription Period (as defined in Article 2) ends.
- 6.2 In the event that notice is not so served in accordance with Article 6.1 above, then unless otherwise agreed, the Fee shall be the ratecard price prevailing at the date of renewal (a ratecard is available from Licensors at any time) for the Services licensed in the previous Subscription Period (or their nearest equivalent).
- 6.3 The Contract may also be terminated if the non-defaulting or solvent party gives written notice to the other in the following circumstances:
 - 6.3.1 Licensee defaults in making payment of any Fee after it becomes due and fails to remedy the breach within ten (10) days of notification in writing; or
 - 6.3.2 Either party commits a material or persistent breach of any term of this Agreement, including these Terms and Conditions, and fails to remedy the breach (if capable of remedy) within fourteen (14) days of notification in writing by the other party; or
 - 6.3.3 Immediately if either party becomes insolvent or becomes subject to receivership, liquidation or similar external administration.
- 6.4 Notwithstanding the foregoing, Licensors may terminate this Agreement immediately without allowing a cure period if Licensee uses the Service for Prohibited Uses Article 4.1.4, and Article 4.3 and further Licensors may terminate this Agreement immediately if Licensee having been served with reasonable notice of using the

Services for one or more of the other Prohibited Uses as set out in Article 4 above, then fails to remedy that breach(es) within a reasonable timeframe. When considering what is reasonable, both parties acknowledge that the more serious the actual or potential financial impact is upon Licensor, the shorter the cure period (if any) should be, but in any event the cure period shall not exceed seven (7) days.

- 6.5 On the date of termination Licensee shall immediately cease to distribute or make available the Services to Authorized Users. Notwithstanding termination, Licensee shall forthwith upon termination pay all Fees that are due and payable. Upon termination, Licensee shall ensure that Authorized Users delete all information that has been saved from the Services in accordance with Article 3.2.1.2. For the avoidance of doubt, termination shall not affect the parties' ongoing obligations in this Agreement save for the obligations of Licensor post-termination to provide ongoing Services as set out in Article 2.
- 6.6 On termination of this Agreement due to a material and substantiated breach of any term thereof by Licensor, Licensor shall forthwith repay to Licensee a pro rata refund of the unexpired portion of the Fee.
- 6.7 Licensor reserves the right at any time to withdraw from Licensee either the entire Service, or any media channel, section, or data contained therein. Licensor shall give e-mail and/or facsimile and/or written notice to Licensee of any such withdrawal. In the event of such a withdrawal from the Services for reasons other than those covered elsewhere within this Contract, and the amount of material so withdrawn comprises ten per cent (10%) or more of that licensed to Licensee as per the Order Form, Licensor shall immediately make a pro rata refund of the Fee plus any sales taxes paid (always assuming that payment of the Fee has been correctly made) for that portion of the Service, as stated on the Order Form, taking into account the amount of material withdrawn, the length of time such material was unavailable to Licensee, and the remaining unexpired portion of the Subscription Period.
- 6.8 Licensor will in all cases delete all annotations upon the termination of this Contract. Licensee, upon payment of two thousand five hundred US dollars (\$2,500) plus local taxes, and having served three (3) months prior written notice on Licensor, may elect to have Licensor save its annotations at the cessation of this Agreement in a reasonable format of its choosing, and to receive such annotations for its ongoing business purposes.
- 6.9 When a Licensee downloads data hereafter defined as being excessive in the month prior to termination, notwithstanding Articles 3.2.1.2 and 6.5, if the extent of that data downloaded is twice that of the monthly average in the preceding six months, or constitutes over five per cent (5%) of the data for which this license is granted (regardless of whether or not such usage would be deemed a breach under Article 4.1.2), then such usage shall be deemed unreasonably excessive, and a termination fee equivalent to the subscription fee payable for the next twelve (12) months Subscription Period shall be payable in full, upon termination.

7 CONFIDENTIALITY

- 7.1 Each party undertakes to keep confidential, and not to disclose to any third party or to use itself, any confidential or secret information in any form directly or indirectly belonging or relating to the other party, its Affiliates, its or their business affairs, disclosed to or received by the other party during the Subscription Period (collectively, “Confidential Information”).
- 7.2 Each party undertakes to disclose Confidential Information of the other party only to those of its officers, employees, agents and contractors to whom and to the extent to which disclosure is necessary for the purposes contemplated under this Agreement, and each such party agrees to take appropriate measures to ensure compliance by such officers, employees, agents and contractors with the terms of this Article 7.
- 7.3 The above obligations of confidentiality and non-use shall not apply to information or material:
- 7.3.1 which is named by the disclosing party prior to receipt by the receiving party as evidenced by documents in the possession of the receiving party at the time of disclosure; or
 - 7.3.2 which, after receipt from the disclosing party, is disclosed to the receiving party by a third party having the legal right to do so; or
 - 7.3.3 which is available to the public at the time of receipt; or
 - 7.3.4 which becomes available to the public after receipt from the disclosing party through no fault of the receiving party.
- 7.4 Where the Service enables Licensee to append its own annotations to the information, these annotations will be confidential to Licensee, and will not be accessible to other licensees of the Service nor to employees of Licensor (except for essential database maintenance work performed by Licensor’s IT personnel). Upon termination of this Agreement, Licensor undertakes to delete the annotations from its servers.

8 GENERAL

- 8.1 The Contract and the rights granted under these Terms and Conditions may not be assigned by either party to any other person or organization without the prior written consent of the other party, which consent shall not unreasonably be withheld. For the avoidance of doubt, Licensee shall have no right to sub-license any of its rights granted hereunder.
- 8.2 If rights in all or any part of the Services are assigned to another publisher/licensor, Licensor shall use its reasonable efforts to ensure that the material terms and conditions of these Terms and Conditions are maintained.

- 8.3 Variations to these Terms and Conditions are only valid and binding if they are recorded in writing and signed by both parties.
- 8.4 Any notices to be served on either of the parties by the other shall unless otherwise specified herein be delivered by hand or sent by U.S. certified or registered mail, return receipt requested, to Licensor at 333 West Wacker Drive, Suite 1100, Chicago, Illinois 60606, and that identified on the Order Form in the case of Licensee, or to such other address as notified by either party to the other as its address for the service of notices, and all such notices shall be deemed to have been received upon receipt if delivered by hand or upon confirmation of receipt if emailed or faxed or if mailed three (3) working days after deposit in the United States mail.
- 8.5 Neither party shall be liable in any way for failure or delay in performing its obligations under these Terms and Conditions if the failure or delay is due to causes outside the reasonable control of the party in default.
- 8.6 Licensee shall keep all records necessary to enable the verification of its compliance with the terms of these Terms and Conditions, particularly those terms set out in Article 5.7, and agrees that Licensor shall have access to, and the right to examine, upon having served reasonable written notice, Licensee's records during normal business hours.
- 8.7 Should Licensee acquire or merge with a business entity which is also a licensee of Licensor, then both agreements with Licensor shall run to the end of their respective subscription periods, after which point (assuming such acquisition or merger has been brought to Licensor's attention, which Licensee agrees to do as soon as practicable), the Fees payable shall be determined by reference to Licensor's current rate card at that time. The renewal of the combined agreement shall begin on the later of (i) the end of the Subscription Period of this Contract and (ii) the end of the subscription period under the other agreement. The agreement that expires first shall renew automatically until the later anniversary date, and the Fees payable under such renewed agreement, on a pro rata basis, shall be increased by the increase in the US Consumer Price Index over the then-applicable Fees.
- 8.8 Licensee's only remedy in respect of a breach of the terms of this Agreement is in damages.
- 8.9 The failure of either party at any time or times hereunder to require strict performance by the other of any of these Terms and Conditions shall not waive, affect or diminish any right of that party any time or times hereafter to require strict performance thereof, and, no rights of that party hereunder shall be deemed to have been waived by any act or knowledge of that party, its agents, officers or employees, unless such waiver is contained in an instrument in writing signed by an officer of that party and directed to the other specifying such waiver. No waiver by that party of any of its rights shall operate as a waiver of any other of its rights or any of its rights on a future occasion.

- 8.10 In the event that any provision of this Agreement is held to be invalid, the remainder of the provisions shall continue in full force and effect.
- 8.11 This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. This Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by both parties. No purchase order issued by Licensee will modify or amend this Agreement, even where the purchase order is signed by Licensor.
- 8.12 LICENSOR AND LICENSEE CONSENT AND AGREE THAT THE UNITED STATES DISTRICT COURT SITTING IN CHICAGO, ILLINOIS, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN THE PARTIES PERTAINING TO, ARISING OUT OF, OR RELATING TO THESE TERMS AND CONDITIONS. THE PARTIES WAIVE ANY OBJECTION BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.