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## TERMS AND CONDITIONS

ARInsights, LLC and the Client (as identified on the Statement of Work (“SOW”)) agree to the following ARInsights, LLC Terms and Conditions. The SOW executed by the Client and these Terms and Conditions are collectively referred to as the “Agreement”. ARInsights provides online access to ARchitect analyst database and software (Products).

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- Effectiveness.** This Agreement is effective upon the receipt of a signed SOW from Client and the execution of said Agreement by both parties. The license fee is due and payable within the Prescribed Time (as defined in Section 30 below) from the date of the SOW signed by Client. THESE TERMS AND CONDITIONS WILL TAKE PRECEDENCE OVER ANY TERMS AND CONDITIONS WHICH APPEAR IN CLIENT’S PURCHASE ORDER OR IN ANY DOCUMENTS INCORPORATED BY REFERENCE IN CLIENT’S PURCHASE ORDER. No term or condition of Client’s purchase order additional to or different from these Terms and Conditions will become part of this Agreement unless explicitly agreed to in writing by ARInsights.
- Term.** The term (“*Term*”) of this Agreement is for a single twelve (12) month period.
- Extension of Term.** The Term of this Agreement may be extended upon the receipt of a purchase order signed by Client and payment of the then current license fee for each subsequent twelve (12) month period thereafter, which fee will be due and payable within the Prescribed Time after the date of such purchase order. The terms and conditions of this Agreement will apply to each such extended Term unless otherwise mutually agreed by Client and ARInsights.
- Termination.** This Agreement may be terminated by ARInsights prior to the end of the Term (or any extended Term) (a) if Client fails to pay ARInsights any amounts due to ARInsights hereunder within ten (10) days after written notice; or (b) if Client is in breach of any non-monetary provision of this Agreement, and Client fails to remedy such breach within thirty (30) days after written notice. In addition, either party may terminate this Agreement (i) upon the institution of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts of the other party; (ii) upon the making of an assignment for the benefit of creditors by the other party; (iii) upon the dissolution of the other party; or (iv) for any other reason upon thirty (30) days prior written notice. Client understands that the license fee paid by Client is an annual fee and will not be refunded in whole or in part in the event of termination of this Agreement by Client. If ARInsights terminates this Agreement pursuant to Section 4 (iv), then ARInsights may refund a pro rata portion of the license fee paid by Client. In the case of free trials, no notice of termination is required by either party.
- Billing.** License fees are due and payable within the Prescribed Time from the date of Client’s SOW. All other charges billed to Client hereunder are due and payable within the Prescribed Time from the date of ARInsights’ invoice to Client. All payments will be billed and made in U.S. Dollars. ARInsights’ fees and charges are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Client is responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on ARInsights’ income.

Client agrees to provide ARInsights with complete and accurate billing and contact information. This information includes Client’s legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact. Client agrees to update this information within 30 days of any change. If the contact information Client has provided is false or fraudulent, ARInsights reserves the right to terminate Client’s access to Products in addition to any other legal remedies.

- Nonpayment; Remedies.** In addition to any other rights granted to ARInsights herein, ARInsights reserves the right to suspend or terminate this Agreement and Client’s access to the Products if Client’s account is delinquent for longer than the Prescribed Time (the account falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection.

ARInsights reserves the right to impose a reconnection fee in the event Client is suspended and thereafter requests access to the Products. Client agrees and acknowledges that ARInsights has no obligation to retain Client Data and that Client Data may be irretrievably deleted if Client’s account is delinquent for longer than the Prescribed Time.

7. **License.** ARInsights hereby grants to Client a non-exclusive, non-transferable license (the “*License*”) to use the Products in compliance with this Agreement and all applicable laws and regulations. Client has the right to use, copy, distribute and display information and materials derived from use of the library, tools and methodologies in ARInsights’ ARchitect™. Subject to Section 8, Client may use, copy and distribute the information contained in ARInsights’ ARchitect™ Influencer Database (“*Analyst Database*”) solely for Client’s own internal use or for use by Client’s advisors in performing services for Client. Subject to the terms of this Agreement, Client grants to ARInsights the non-exclusive, worldwide, right to use, copy, store, transmit and display Client Data solely to the extent necessary to provide the Products as requested by Client. ARInsights will not use Client Data for any purpose other than to provide the Products to Client. All rights not expressly granted to Client are reserved by ARInsights and its licensors.
8. **License Restrictions.** The License does not include the right to and Client and Client’s Users will not: (a) sell, license, publish, distribute or disseminate any part of the Analyst Database outside of Client’s business on a stand alone basis or as part of any collection, product or service where the primary value of such collection, product or service is the Analyst Database; (b) permit customers of Client or other third parties to distribute or disseminate copies of any part of the Analyst Database except as part of performing services for Client; (c) create internet “links” to the Products or “frame” or “mirror” any ARInsights Content contained in, or accessible from, the Products on any other server, wireless or internet-based device; or (d) reverse engineer the Products, or access the Products in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions or graphics of the Products, or (iii) copy any ideas, features, functions or graphics of the Products. For purposes of this Agreement, “*ARInsights Content*” means the research, reports, information, data, and analyses created, summarized or compiled by ARInsights, including but not limited to the Analyst Database, and included in the Products.
9. **Usage Prohibitions.** Client and all Users agree that they will not at any time (a) use ARInsights’ network to send unsolicited bulk and/or commercial messages over the internet (known as “spamming”) or maintain an open SMTP relay; (b) use ARInsights’ network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material; (c) use ARInsights’ network as a means to transmit or post defamatory, harassing, abusive, or threatening language; (d) forge or misrepresent message headers, whether in whole or in part, to mask the originator of the message; (e) access illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual’s computer system (often known as “hacking”), or engage in any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity); (f) distribute information regarding the creation of and sending internet viruses, worms, trojan horses, ping, flooding, mailbombing, or denial of service attacks, or otherwise engage in activities that disrupt the use of or interfere with the ability of others to effectively use ARInsights’ network or any connected network, system, service, or equipment; (g) engage in activities that are illegal, including advertising, transmitting, or otherwise make available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software; or (h) reverse engineer, decompile or disassemble any of ARInsights’ software.
10. **Named Users.** The License granted to Client is for the number of users represented in section 4 of the SOF.
11. **View Only License.** If a “View only” license is indicated on the SOW, then Client will be permitted “view only” access to the Products, and user will not be licensed to enter Client Data into the Product database.
12. **Inclusions.** ARInsights will provide to Client as part of the License granted hereunder: (a) necessary installation; (b) updates to ARInsights Content if they become available during the Term if licensed hereunder; and (c) Support as described herein. ARInsights agrees to make reasonable efforts to update the Products during the Term.
13. **Support.** Telephone and email support is available from 8:30 a.m. to 5:30 p.m. (MT), Monday through Friday (excluding holidays). Support is limited to five (5) calls or emails per month per User. ARInsights will normally respond to support requests within twenty four (24) hours but we reserve the right to respond in as much as (2) business days of the request. In the event that Client’s use of telephone support exceeds such levels, Client will be notified. Additional levels of support are available on mutually agreeable terms at additional compensation to ARInsights pursuant to an Addendum signed by the parties.
14. **Exclusions.** Support provided by ARInsights will not include services for problems arising out of (a) modification, alteration or addition or attempted modification, alteration or addition of the Products undertaken by persons other than ARInsights or ARInsights’ authorized representatives; or (b) programs or hardware supplied or owned by Client.

15. **Ownership of Products.** Client agrees that ARInsights or its licensors (where applicable) own all right, title and interest in and to the Products and this Agreement does not transfer to Client any intellectual property rights to the Products, ARInsights technology or to any trademark, service mark, trade name or other intellectual property right of ARInsights or its licensors, except for the use rights expressly granted in this Agreement. This Agreement is not a sale and does not convey any rights of ownership in or related to the Products, ARInsights technology or intellectual property owned by ARInsights to Client. The ARInsights name, the ARInsights logo, and the product names associated with the Products are trademarks of ARInsights or third parties, and no right or license is granted to use them.
16. **Client Data.** Client may enter its own data and information (“*Client Data*”) into a database included in the Products. Such Client Data will be confidential and protected from unauthorized access by ARInsights and third parties as provided in Section 21 (Security). Client Data does not include any ARInsights Content or other ARInsights proprietary information. Client owns all right, title and interest in and to such Client Data. Client, not ARInsights, will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Client Data, and ARInsights is not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data.
17. **Return of Client Data.** Upon thirty (30) days written notice prior to the expiration of the Term, Client may request that Client Data be extracted from any database included in the Products. ARInsights will provide such extracted Client Data to Client in electronic form. In the event that Client terminates this Agreement (other than by reason of Client’s breach), ARInsights will make available to Client an electronic file of Client Data within thirty (30) days of termination notice if Client so requests. ARInsights reserves the right to withhold, remove and/or delete Client Data without notice for any breach, including, without limitation, Client’s non-payment. Upon termination for breach, Client’s right to access or use Client Data immediately ceases, and ARInsights has no obligation to maintain or forward any Client Data. Client acknowledges that ARInsights has no obligation to retain Client Data after termination, and may delete such Client Data at any time after thirty (30) days following termination or expiration of this Agreement.
18. **Client Data Storage Fees.** The maximum disk storage space provided to Client at no additional charge is a cumulative of   1   GB. If the amount of disk storage required exceeds this limit, Client will be charged the then-current storage fees for such additional amount. ARInsights will use reasonable efforts to notify Client when the storage volume reaches approximately 90% of the maximum; however, any failure by ARInsights to so notify Client will not affect Client’s responsibility for such additional storage charges. ARInsights reserves the right to establish or modify its general practices and limits concerning storage of Client Data.
19. **Security.** ARInsights will take reasonable measures to prevent unauthorized access to Client Data, including but not limited to firewalls, password protection and SSL encrypted transmissions. ARInsights’ performs back-up of client data and ARchitect database on a nightly basis without hampering the performance or accessibility of ARchitect.
20. **Maintenance.** Client acknowledges that ARInsights’ internet hosting service will periodically perform maintenance of its systems. ARInsights will make commercially reasonable efforts to arrange such maintenance in “off-hours” or otherwise with prior notification of scheduled and to the extent reasonably possible, emergency maintenance procedures; however ARInsights cannot guarantee any specific advance notice or that any maintenance downtime will not interfere with Client’s use of the Products as maintenance performed by its internet hosting service is not within ARInsights’ control.
21. **Delays; Outage.** ARInsights has no responsibility or liability for Client’s inability to use or access the Products due to (a) the failure of or connectivity interruptions with ARInsights’ internet hosting service or the internet service providers used by Client; (b) the failure or obsolescence of Client hardware. ACCESS TO THE PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ARINSIGHTS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
22. **Use of Products.** Client is solely responsible for the use of or access to the Products by Client or by any person or entity Client permits to use or access the Products (each a “*User*”). Client represents and warrants that neither Client nor any User will use the Products for unlawful purposes (including, without limitation, infringement of copyright or trademark, misappropriation of trade secrets, wire fraud, invasion of privacy, pornography, obscenity and libel), or to interfere with or disrupt other network users, network services, or network equipment. If ARInsights has reasonable grounds to believe that Client or a User is using the Products for any such illegal or disruptive purposes, ARInsights may suspend or terminate Client’s access to the Products immediately upon notice to Client. Client will defend, indemnify, hold harmless ARInsights, its officers, directors, shareholders, employees, affiliates and agents from and against all liabilities and costs (including reasonable attorney’s fees) arising from any and all claims by any person arising out of Client’s or any User’s misuse of the Products or the network or that the Client Data infringes the rights of, or has caused harm, to a third party.

23. **Compliance with Agreement; Client Responsibilities.** Client is responsible to ensure compliance by all Users with this Agreement. Client and Users may not use ARInsights' network or Products in any manner that violates any applicable law, regulation, ordinance, treaty, and convention, tariff or this Agreement. Client will: (i) notify ARInsights immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to ARInsights immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of Products that is known or suspected by Client or its Users; and (iii) not impersonate another User or provide false identity information to gain access to or use the Products.
24. **Limited Warranty.** ARInsights represents and warrants that: (a) it has the right, power and authority to license the Products to Client pursuant to this Agreement; and (b) it will provide the Products in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Products will perform substantially in accordance with the online ARInsights help documentation under normal use and circumstances.
25. **Disclaimer.** ARINSIGHTS AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE PRODUCTS OR ANY CONTENT; ARINSIGHTS AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE PRODUCTS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE PRODUCTS WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CLIENT THROUGH THE PRODUCTS WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE PRODUCTS OR THE SERVER(S) THAT MAKE THE PRODUCTS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE PRODUCTS AND ALL CONTENT IS PROVIDED TO CLIENT STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY ARINSIGHTS AND ITS LICENSORS.
26. **Limitation of Liability.** IN NO EVENT WILL ARINSIGHTS'S LIABILITY FOR ANY CLAIMS ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO ARINSIGHTS UNDER THIS AGREEMENT. IN NO EVENT WILL ARINSIGHTS BE LIABLE FOR ANY LOSS OF DATA, LOSS OF PROFITS, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES ARISING FROM OR IN RELATION TO THIS AGREEMENT OR THE PRODUCTS, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, THAT ARE INCURRED BY CLIENT OR BY CLIENT'S CUSTOMERS. THIS LIMITATION WILL APPLY EVEN IF ARINSIGHTS HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to Client.
27. **Local Laws and Export Control.** ARInsights provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of the European Union. Client and all Users of the Products acknowledge and agree that the Products will not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to Afghanistan, Burma, Cuba, Iraq, Iran, Libya, Sudan, or any other countries to which the United States and/or the European Union maintains an embargo (collectively, "**Embargoed Countries**"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "**Designated Nationals**"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Products or ARInsights' network, Client and all Users individually represent and warrant that it is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Client and all Users agree to comply strictly with all U.S. and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

ARInsights' website may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000.

ARInsights and its licensors make no representation that the Products are appropriate or available for use in other locations. If Client uses the Products from outside the United States of America and/or the European Union, Client is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the ARInsights Content contrary to United States or European Union (including European Union Member States) law is prohibited. None of the ARInsights Content, nor any information acquired through the use of the Products, is or will be used for nuclear activities, chemical or

biological weapons or missile projects, unless specifically authorized by the United States Government or appropriate European body for such purposes.

28. **Modification of Terms and Conditions.** ARInsights reserves the right to change the terms and conditions of this Agreement or its policies relating to the Products at any time and will notify Client by posting an updated version of any term or condition in this Agreement on the ARInsights website ([www.ARInsights.com](http://www.ARInsights.com)). Client is responsible for regularly reviewing such terms and conditions. Continued use of the Products after any such changes will constitute Client's consent to such changes.

29. **Privacy Policy.** Please see ARInsights' Privacy Policy at [www.ARInsights.com](http://www.ARInsights.com).

30. **Prescribed Time.** As used herein, the "*Prescribed Time*" means 30 days.

31. **General.**

(a) Client may not assign any of its rights or obligations hereunder either directly or indirectly (such as a merger or acquisition of Client), except with ARInsights' prior written consent.

(b) This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(c) All rights and remedies of the parties hereto are separate and cumulative. The waiver or failure of either party to exercise in any respect any right or remedy provided herein will not be deemed a waiver of any further right or remedy hereunder.

(d) This Agreement will be subject to, governed by, and construed in accordance with the laws of Connecticut, USA and controlling United States federal law without regard to conflicts of laws principles.

(e) Each of the parties consents and submits to the jurisdiction of the state and federal courts located in Connecticut in connection with any suits or other actions arising between the parties under this Agreement, and consents and waives any objections to the venue of such action or proceeding in such courts. The prevailing party in any legal action brought by one party against the other will be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses incurred thereby, including court costs and reasonable legal fees.

(f) If any term, provision, covenant, or condition of this Agreement, or its application to any person or circumstance, is held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to other persons or circumstances will remain in full force and effect.

(g) Any notice required or allowed under this Agreement will be deemed properly given if mailed first class postage prepaid to the parties at the addresses on the Statement of Work (SOW) or to any other address provided in writing by one party to the other.

(h) This Agreement, any Addenda and subject to Section 1 above, any Client's purchase order relating hereto, constitute the entire agreement between the parties on the subject hereof and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral.

(i) This Agreement may only be modified, supplemented, or deviated from by a writing executed by an authorized ARInsights representative and an authorized representative of Client.

(j) ARInsights will not be liable to Client should its performance under this Agreement be prevented, restricted or interfered with by reason of any circumstance or event beyond the reasonable control of ARInsights; provided that ARInsights uses its best reasonable efforts to continue, resume or substantially resume performance promptly on the end of the circumstance or event preventing performance.

(k) No joint venture, partnership, employment or agency relationship exists or is created between ARInsights and Client as a result of this Agreement or the use of the Products.

(l) The provisions of Sections 7 through 10, 15 through 18, 23 through 27 and any other provisions that by their sense and context are intended to survive, will survive the termination or expiration of this Agreement.