

END USER LICENSE AGREEMENT

This End User License Agreement (“EULA”, “License” or “License Agreement”) governs the use of the Market Methods Insight Service and related documentation (“DATA SERVICE”), owned by Applied Methods (“DEVELOPER”), as well as any related Data Service updates, add-on components, web services and/or supplements that DEVELOPER may provide or make available to Recipient (“USER”) after USER obtains its initial copy of DATA SERVICE. By installing, copying, downloading, accessing or otherwise using DATA SERVICE, USER agrees to be bound by the terms of this EULA. If USER does not agree to the terms of this EULA, USER shall not access, install or otherwise use the DATA SERVICE.

1. Payment:

- a. USER has paid, or has agreed to pay, a monthly subscription fee to gain access to DATA SERVICE. USER acknowledges that failure to pay the monthly subscription fee will terminate the license.
- b. If the USER fails to pay the monthly subscription fee, within 10 days after it has become due, the license will terminate automatically. Monthly subscription fees are non-refundable.

2. Grant of Use:

- a. DEVELOPER grants to USER a limited, non-exclusive license to consume Data Service.
- b. DEVELOPER reserves for itself all rights not expressly granted to the USER in this license.

3. Limitations:

- a. Support for this Data Service may be discontinued at any time, causing termination consistent with Part (4).
- b. USER shall not sell, lease, rent, sub-license, or transfer DATA SERVICE to any third party without the prior written consent of the DEVELOPER at least thirty (30) days before USER intends to sell, lease, rent, sub-license or transfer DATA SERVICE. DEVELOPER retains the right to authorize a sale, lease, sub-license or transfer less than thirty (30) days before the intended sale, lease, rental, sub-license or transfer at DEVELOPER’s discretion.
- c. USER may not reverse-engineer, disassemble, decompile, or otherwise modify the DATA SERVICE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- d. USER may not remove or alter any copyright notices on any copies of the DATA SERVICE.

- e. Any upgrades, patches, expansions or other modifications to the DATA SERVICE offered by DEVELOPER will be covered by this License unless a further License is provided with such modifications.
- f. DATA SERVICE is licensed as a single product; its components may not be separated for use on multiple computers.
- g. USER must promptly notify DEVELOPER if he/she becomes aware of prohibited acts defined in this section.
- h. USER may not use third-party Data Service to change the function of the DATA SERVICE.
- i. USER can maintain saved reports in storage for a period of time not to exceed two years. DEVELOPER maintains the right to remove reports from storage that are older than two years to ensure that the USER continues to use current market intelligence.
- j. DEVELOPER's failure to enforce at any time any of the limitations outlined in the Agreement shall no way be construed to be a present or future waiver of such limitations on the USER, nor in any way affect the right of any party to enforce each and every such limitations thereafter. Failure to comply with the limitations outlined in Part (3) shall result in Termination of this EULA consistent with Part (5) of this EULA.

4. Termination:

- a. The license may be terminated upon violation of the terms of this license by the USER, its directors, officers, employees, contractors, or anyone else acting on USER's behalf as follows:
 - 1. If the violations were intentional, harmful to the proprietary rights of DEVELOPER, or inconsistent with usage limits for service plans that appear on the product page of DATA SERVICE, the license will terminate immediately and without notice.
 - 2. If the violations were unintentional and not harmful to the proprietary rights of the DEVELOPER, the license will be terminated with written notice from the DEVELOPER.
 - 3. There will be no refunds for any termination of this agreement.
- b. In the event that the USER ceases to do business or otherwise terminates its business operation, or deed protection under any bankruptcy, receivership, trust deed, creditor's assignment, composition, or other comparable proceeding, or if any such proceeding is instituted against the USER, then the license will terminate automatically.

c. If USER or any of its officers or directors is convicted of a felony, or of a misdemeanor involving moral turpitude then the license will terminate automatically.

d. If support for SOFTWARE has ended, consistent with Part (2), this EULA will terminate automatically.

e. Upon termination, USER agrees to destroy and/or purge all copies of DATA SERVICE in its possession, or otherwise ensure that it no longer has access to DATA SERVICE.

5. Intellectual Property

a. DATA SERVICE is a proprietary program created by DEVELOPER, and shall remain at all times the sole and absolute property of DEVELOPER. All title and intellectual property rights in and to the DATA SERVICE (including, but not limited to, any images, animations, video, text and nested programs incorporated into the DATA SERVICE), as well as any and all accompanying printed materials, are owned by DEVELOPER. This EULA grants USER no rights to use such intellectual property except as required to utilize the DATA SERVICE consistent with its intended purposes, as defined in Part (3)(b). This DATA SERVICE is subject to United States and international laws and regulations. USER must comply with all such applicable laws and regulations that apply to the DATA SERVICE.

b. USER recognizes that this Data Service incorporates various trade secrets possessed by DEVELOPER. Should USER become aware of the nature of one or more of these trade secrets through interaction with the DATA SERVICE, USER agrees not to utilize such trade secret(s) outside of interacting with the DATA SERVICE, unless such trade secret(s) have been separately disclosed to the USER under differing conditions.

6. Use of Data and Audits: DEVELOPER may, at its option, review and analyze data compiled and otherwise accumulated through USER'S use of the DATA SERVICE for the purposes of, but not limited to, market research and a commitment to improved service and enhanced Data Service performance, to be defined at DEVELOPER's discretion. DEVELOPER will keep confidential all data recorded and otherwise compiled, and will ensure that, in all instances where said data is made available to third parties, all identifying information of USER shall be removed so as to prevent the identity of USER being revealed.

7. Warranties and Disclaimers:

a. DEVELOPER gives notice that USER' files, data and programs could be altered or lost through use of the DATA SERVICE, even with proper use of the DATA SERVICE by USER. Accordingly, USER will maintain a procedure external to the DATA SERVICE for reconstruction or restoration of lost or altered files, data and programs to the extent necessary to USER.

b. DEVELOPER DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE OPERATION OF DATA SERVICE. DATA SERVICE IS SOLD AND PROVIDED "AS IS" WITHOUT ANY WARRANTY AS TO ITS PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. USER ASSUMES THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF DATA SERVICE. DEVELOPER DOES NOT WARRANT OR ASSUME RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED WITHIN DATA SERVICE. DEVELOPER MAKES NO WARRANTIES RESPECTING ANY HARM THAT MAY BE CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS, WORM, TIME BOMB, LOGIC BOMB, OR OTHER SUCH COMPUTER PROGRAM.

c. IN NO EVENT SHALL DEVELOPER OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, DEVELOPMENT, PRODUCTION, OR DELIVERY OF THIS DATA SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES IN TORT, CONTRACT, OR OTHERWISE, SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, BENEFITS, USE, OR DATA RESULTING FROM THE USE OF THIS DATA SERVICE, OR ARISING OUT OF ANY BREACH OF WARRANTY.

8. Miscellaneous:

a. This EULA is to be governed by, construed and enforced according to the laws of the State of Maryland without reference to conflicts of law for contracts entered into in the State of Maryland.

b. If any provision or provisions of this LICENSE shall be held to be invalid, illegal, unenforceable or in conflict with the law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

c. This license agreement represents the entire agreement concerning the program between USER and DEVELOPER, and it supersedes any prior proposal, representation, or understanding between the parties. If you do not agree to the terms of this EULA, do not install or use the DATA SERVICE PRODUCT.

d. Sections 5, 7, and 8 shall survive the termination or expiration of this license.

e. DEVELOPER may amend this EULA at any time in its sole discretion. Such amendments shall be effective upon the USER's first use of the DATA SERVICE after the DEVELOPER makes the amendments available for USER's review.

9. Remote Access: During the course of providing support, DEVELOPER may obtain remote access to USER'S server to update, improve, and maintain DATA SERVICE. While using remote access, DEVELOPER agrees to open, review, and edit only the files for which the DEVELOPER has received permission to access.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

COMPANY:

RECIPIENT:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____