

DATABASE END-USER LICENSE AGREEMENT

(License for the DATABASE)

[Updated: 2006-04-05]

IMPORTANT—READ CAREFULLY: This Database End-User License Agreement (“Database End-User License” or “DEULA”) is a legal agreement between you (the “Subscriber” as defined in the subscription agreement (“Subscription Agreement”) between you and Provider) and SNIP REGISTER, INC. (“Provider”) for the software product identified as the “Database” (as defined in the Subscription Agreement). An amendment or addendum to this DEULA may accompany the Database. You agree to be bound by the terms of this DEULA by installing, accessing, or otherwise using the Database. **IF YOU DO NOT AGREE TO THE TERMS OF THIS DEULA, OR ANY TERMS THEREIN, YOU ARE NOT AUTHORIZED TO INSTALL, ACCESS, AND/OR USE THE DATABASE, AND AGREE TO PROMPTLY RETURN THE DATABASE TO YOUR PLACE OF PURCHASE.**

Provider reserves the right to change and/or amend this DEULA at any time by posting the amended terms on Provider’s web site. The amended or changed terms or conditions shall automatically be effective immediately after they are posted on Provider’s web site. The DEULA posted on Provider’s web site supersedes any DEULA, electronic or printed, which may be contained within the Database or attached to the Subscription Agreement. If any of the terms of any electronic or printed DEULA conflict with the terms of this DEULA, the terms of the DEULA posted on Provider’s web site shall control.

Capitalized terms in this DEULA have the same meaning as in the Subscription Agreement, unless otherwise noted. For purposes of this DEULA, the use of the term “you” shall denote Subscriber and Authorized Users as a single whole.

The Database consists of (i) a Database software, (ii) Data contained therein, and (iii) a Database management system, which together constitute a single and indivisible whole intended for delivery, display, and reproduction of the information of a regulatory-technical and reference nature. The Database may also include associated media, printed materials, and electronic documentation. At any time and without prior notice, Provider reserves the right to make changes in, modify, improve, or eliminate any of the components making up the Database, provided that the Database software meets Provider’s warranty.

1. GRANT OF LICENSE

1.1. Provider grants you, the Subscriber, the following nonexclusive, nontransferable limited rights, provided your subscription is in full force and effect, and you comply with all terms and conditions of this DEULA:

1.1.1. You may install and use one copy of the Database on a single personal electronic computing device (“Device”), whether stand-alone or used in an Internal Electronic Network environment, or an electronic computing device (“Server”) that provides services, resources, and data to client electronic computing devices and/or workstations operating in the Internal Electronic Network environment. The term “Internal Electronic Network” is defined as a dedicated local computer network of a peer-to-peer or client-server type, which is confined to a room, a building, or a group of adjacent or remotely located buildings (individually, the “Facility”), access to which is generally controlled by Subscriber and restricted to Subscriber’s employees residing in the Facility; the Internal Electronic Network must utilize a dedicated private connection, wired or wireless, between Devices and Server(s) located on the network and must not use public networks, such as the Internet or government-operated telecommunications services, to connect to the Device/Server on which the Database is installed.

1.1.2. You may make one copy of the Database solely for backup purposes.

1.1.3. Only Authorized Users (as defined in the Subscription Agreement) are permitted to use the Database. To access or otherwise utilize the services or functionality of the Database, you must install additional client software (“User Software”) on each Device (used by any Authorized User) with direct access to a Device/Server on which the Database is installed. A free copy of the User Software is provided with each DEULA.

1.2. You must acquire a separate Database End-User License for each Device/Server that is used by any Authorized User to install and access or otherwise utilize at any given time the services or functionality of the Database. Any Database End-User License that you acquire may be used only in conjunction with the Database title indicated on your purchase invoice.

2. INSTALLATION OF DATABASE ON PASSIVE FAIL-OVER SERVER

If you are using a clustered Server architecture, you may install and use the Database on a temporary basis on a Server that is employed only for fail-over support.

3. MULTIPLEXING (POOLING)

Hardware or software that reduces the number of Devices directly accessing or using the Database does not reduce the number of required Database End-User Licenses. If such hardware or software is used, the total number of Database End-User Licenses you need is based on the number of distinct inputs to (i) the hardware operating in multiplexing/pooling mode or (ii) the software “front end.” Concurrent access to the Database at any time shall not exceed the number of active Database End-User Licenses purchased.

4. NO RENTAL/NO COMMERCIAL ACCESS

You may not rent, lease, lend, or provide commercial access to the Database or any Data retrieved therefrom, regardless of the purpose and method for use thereof.

5. UPDATES AND ADDITIONAL SOFTWARE/COMPONENT LICENSES

This DEULA applies to updates or supplements (collectively, the “Database Updates”) to the original Database provided by Provider, unless Provider provides other terms along with the update or supplement. The Database may contain certain components (each, a “Component”) that include a separate license agreement (“Component Agreement”). The terms of any Component Agreement are herein incorporated by reference to this DEULA; in the event of any inconsistencies between this DEULA and any Component Agreement, the terms of this DEULA shall control. To use a Database Update, you must have (i) your Subscription Agreement in full force and effect and (ii) a valid Database End-User License identified by Provider as eligible for the update.

6. TRANSFER

6.1. You may move the Database to a different Device/Server on the condition that the Database was removed completely from the Device/Server from which it was transferred.

6.2. Except in the instances expressly stipulated in copyright laws and in this DEULA, you must refrain from copying, recreating, reproducing, publishing, disseminating, or furnishing to third parties the Database, Data or Computer Printouts, or pirated copies thereof, in any manner, by any means (electronic, optical, mechanical or other) or in any shape or form, wholly or in part, including (without limitation to the following) direct or indirect transfer, loan, provision for temporary use, hire, rental, lease, licensing, sale, gifting, or other form of transfer, or by displaying or providing access to the Database and Data by means of any computer device, computer peripheral device, data storage device, memory device, communications devices and lines, computer networks (including the Internet), or by other means, techniques, devices, or media. The term “Computer printout” means a reproduction of Data on paper or other nonelectronic medium created by means of a computer printer, plotter, or other printing device.

7. LIMITATION ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY

You may not reverse engineer, decompile, or disassemble the Database for the purpose of storing the object/source code of the Database, the Data, or any component parts of the Database in any form separately from the Database, or for the purpose of copying, recreating, duplicating, publishing, and/or disseminating them in any form, by any means or for any purpose.

8. TERMINATION

8.1. This DEULA is effective for a limited term indicated in your Subscription Agreement. This DEULA will terminate immediately without notice from Provider or judicial resolution (i) if you fail to comply with the terms and conditions herein or (ii) as of the moment of any suspension, termination, or expiration of the Subscription Agreement. In the event of termination or expiration of the Subscription Agreement, you must destroy all copies of the Database at your disposal, including all Database components contained in compact discs, installed on Devices/Servers, or contained in information storage and retrieval systems (electronic, mechanical or other), wholly or in part and for any purposes, including (without limitation to the following) reference, record-keeping, archiving, or the creation of libraries, repositories, data warehouses, data marts, infobases, or information islands.

8.2. This DEULA shall automatically renew upon renewal or reinstatement of the Subscription Agreement, unless terminated in accordance with Section 8.1 above.

9. LIMITED WARRANTY

Provider warrants for the duration of the current Subscription Period that the media on which the Database and User Software is provided will be free from defects in materials and workmanship under normal use.

10. LIMITATION ON REMEDIES

Provider's entire liability and your sole and exclusive remedy for any breach of the foregoing Limited Warranty will be the repair or replacement of the items that do not meet this Limited Warranty and that are returned to Provider. If an implied warranty or condition is created by your jurisdiction and federal, state, or provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY. AS TO ANY DEFECTS DISCOVERED AFTER THE EXPIRATION OF THIS LIMITED WARRANTY, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty or condition lasts, the above limitation or exclusion may not apply to you. This Limited Warranty is void if failure of the Database or User Software has resulted from accident, abuse, misapplication, abnormal use, or a virus. Any replacement Database or User Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

11. DISCLAIMER OF WARRANTIES

The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties (if any) created by any documentation or packaging. Except for the Limited Warranty and to the maximum extent permitted by applicable law, Provider and its suppliers provide the Database and User Software AS IS AND WITH ALL FAULTS. The Data are compiled from materials furnished to Provider by outside sources and should be used as a reference source only. Provider does not warrant the completeness or accuracy of the information and that the use of the Database and User Software will be uninterrupted or error-free, or that the results obtained will be successful or will satisfy your requirements. ALL WARRANTIES, WHETHER ORAL OR WRITTEN (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE) ARE EXPRESSLY EXCLUDED. Provider and its suppliers hereby disclaim all other warranties and conditions, either express, implied, or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Database and User Software.

12. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL, AND CERTAIN OTHER DAMAGES

To the maximum extent permitted by applicable law, in no event shall Provider or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the Database or User Software, the provision of or failure to provide support services, or otherwise under or in connection with any provision of this DEULA, even in the event of the fault, tort (including negligence), strict liability, breach of contract, or breach of warranty of Provider or any supplier, and even if Provider or any supplier has been advised of the possibility of such damages.

13. APPLICABLE LAW

If you acquired this Database in the United States, this DEULA is governed by the laws of the State of Illinois. If this Database was acquired outside the United States, then local law may apply.

14. ENTIRE AGREEMENT

This DEULA, including any addendum or amendment to this DEULA which is included with the Database, is the entire agreement between you and Provider relating to the Database, and it supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Database or any other subject matter covered by this DEULA. To the extent the terms of subscription or any Provider policies conflict with the terms of this DEULA, the terms of the Subscription Agreement shall control.

15. COPYRIGHT

The Database is developed entirely at private expense and comprises valued proprietary and commercial information of Provider and its suppliers. It contains authorship materials, trademarks, and other materials that are protected by copyright in accordance with copyright and intellectual property laws and treaties. Provider and/or its suppliers own the title, copyright, and other intellectual property rights in the Database. All other proprietary rights and rights of ownership are reserved to their owners. You must refrain from creating derivative works or compilations/collective works (including translations into foreign languages) from the Database, as well as from incorporating the Database and Data, wholly or in part, in compilations/collective works. The Database is licensed, not sold.