

## Subscription Agreement

(Updated 2011-06-15)

This legally binding agreement ("Agreement") between you (referred to herein as "**Subscriber**", "your", and "yours") and SNIP REGISTER, INC. (referred to herein as "**Provider**", "we", "us", and "our"), collectively referred to as "Parties", along with any documents attached hereto or incorporated by reference herein ("Supplementary Agreements"), governs Provider's obligations to Subscriber and Subscriber's rights with respect to Services and Products furnished by Provider. The words "Agreement" and "this Agreement" hereinafter shall denote this Agreement and Supplementary Agreements as a single whole.

**DEFINITION OF TERMS.** For purposes of this Agreement, the definitions provided herein shall apply. The term "**Authorized User**" means an individual who has Subscriber's permission to use the Library by means of the User Software. Authorized User must be a salaried staff employee of Subscriber who is directly subordinate to Subscriber pursuant to an individual employment agreement, and not of Subscriber's client, customer, vendor, consultant, service provider, agent, contractor, subcontractor, business partner, consortium partner, joint venture partner, affiliate (other than wholly owned subsidiary), concessionaire, subscriber, member, or associative/cooperative member or employee thereof. For purposes of this Agreement, the use of the term "Subscriber" hereinafter shall denote Subscriber and Authorized Users as a single whole. The term "**Billing Document**" means an electronic and/or hardcopy document such as a proforma invoice, sales invoice, purchase receipt, or other document issued by Provider, which indicates the items, quantities, and prices for the items to be provided to Subscriber and the duration of the Subscription Term. The term "**Billing Period**" means the minimum time interval within the Subscription Term, as specified on the Billing Document, for which the Subscription Fee is prepaid on a recurring basis for the duration of the Subscription Term. The term "**Data**" means the characters and symbols contained in the Library in digital form. The Data serve to display and reproduce the Information. The term "**Information**" means any documented information resource intended to be accessible to a broad range of consumers. The term "**Library**" means a periodic publication consisting of a set of Data, which may be published in a variety of editions, each of which is distinctively identified by a title and other designating attributes such as a product number or locator code. The Library serves solely as the technical means of transferring Information from Provider to Subscriber. As used in this Agreement and any Supplementary Agreements, the term "Library" refers to any specific edition of the Library for which Subscriber has acquired the Library End-User License. This Agreement covers any and all such Libraries. The term "**Library End-User License Agreement**" (or "**Library End-User License**") means a license agreement that permits Subscriber to designate Authorized Users, up to the maximum number indicated on the Billing Document, who are granted permission to use the Library under the terms and conditions stipulated in the corresponding license agreement. The term "**License**" means the documented permission granted by the Licensor to Licensee (whether free of charge or in exchange for a License Fee, as determined by the Licensor) to install and use the specific item listed on the Billing Document. The provisions of a License are documented in a license agreement, such as the Library End-User License Agreement and User Software licenses. The terms "Licensor" and "Licensee" shall have the meaning as defined in the appropriate

Supplementary Agreement. The term "**License Fee**" means the sum that Subscriber is obligated to pay for each License for each Billing Period during the Subscription Term. The License Fee does not include taxes, customs duties, penalties, interests, shipping charges, Reimbursable Expenses, and other costs (if any). The term "**Product**" means an item, such as a software product or an information resource, or a set of items, other than Services provided to Subscriber in conjunction with the Services. This term does not cover any items supplied by Provider separately and independently of this Agreement. The term "**Reimbursable Expenses**" includes the following expenses incurred by Provider and/or its partners in the process of performing their obligations under this Agreement: (i) postal or courier expenses associated with the delivery of Products, Information, and Information updates to Subscriber; (ii) the costs incurred in the procurement and reproduction of Information (subject to prior approval by Subscriber) located by Provider in the process of fulfilling Subscriber search requests for Information; (iii) the costs of translation services (by agreement with Subscriber); (iv) bank service fees, currency conversion charges, and fines imposed by financial institutions on Subscriber's payments. Reimbursable Expenses are not part of the Subscription Fee. The term "**Service**" means service associated with the provision of Information for use by Subscriber for the duration of the Subscription Term. The term "**Subscription**" means the receipt of Services and Products by Subscriber in exchange for payment of the Subscription Fee in compliance with the terms and conditions of this Agreement. As used in this Agreement and any Supplementary Agreements, the words "Subscription" and "Library Subscription" (and variations thereof) refer to the specific Library for which Subscriber has acquired the Library End-User License. This Agreement covers any and all Subscriptions acquired by Subscriber. The words "Active Subscription" refer to any Subscriptions (including suspended Subscriptions) that are not terminated. The terms "**Subscription Fee**" and "**Subscription Price**" have the same meaning as the License Fee. The term "**Subscription Term**" means the total time period agreed upon by Subscriber and Provider during which Subscriber is entitled to receive Services and Products, provided that the terms and conditions of this Agreement are complied with. For payment purposes, the Subscription Term is divided into Billing Periods. For any new or renewed Subscription, the minimum Subscription Term is twelve (12) calendar months. The term "**User Software**" means any third-party computer program, or a set of programs, used to access any given Library, a set of Libraries, or any Product or Information therein. Subscriber is solely responsible for the acquisition, licensing, installation, configuration, and maintenance of User Software.

**SCOPE OF AGREEMENT.** Upon full payment of the appropriate License Fees, Provider shall hereby grant Subscriber the right to obtain, for the duration of each prepaid Billing Period within the Subscription Terms, the Services described herein and receive the Products as indicated on the Billing Document(s), subject to the terms, conditions, and limitations specifically set forth in this Agreement.

**ACCEPTANCE OF THIS AGREEMENT.** This Agreement will be effective when Subscriber or any one of Authorized Users uses the Services or Products provided in conjunction with the Services. Payment of the applicable Subscription Fee, or any

portion thereof, or use of the Services or access to and/or use of the Products supplied shall constitute Subscriber's acceptance of all the terms and conditions set forth herein. If Subscriber does not agree to the terms and conditions of this Agreement, Subscriber may (i) terminate this Agreement in accordance with the TERMINATION OF AGREEMENT section herein or (ii) choose to modify, amend, or otherwise revise the standard provisions of this Agreement by a written instrument, which shall upon signing by both Parties effectively supersede the conflicting provisions of this Agreement, without affecting the remainder of these provisions.

**SERVICES AND PRODUCTS.** In exchange for the Subscription Fees paid by Subscriber, Provider shall for the duration of the Subscription Term (i) monitor and update the Information in the Library(ies) and supply to Subscriber the available Information and Information updates by means of the Library(ies), the Subscriptions to which have been acquired and are maintained by Subscriber; (ii) conduct human searches for Information not contained in the Library(ies) in response to Subscriber's individual requests; (iii) procure, reproduce, and deliver, by agreement with Subscriber, the located Information that has been requested by Subscriber; (iv) provide technical support for the Products supplied. The available Information shall be provided in a timely fashion, except in instances when Subscription has been suspended or is in dispute over arrears, or in instances when this Agreement has been terminated.

Should Subscriber require additional services or products outside the scope of this Agreement (including but not limited to Product installation, activation, configuration, or customization performed by Provider's staff, business partners, contractors, or vendors), Provider may at its sole discretion advise Subscriber to enter into a supplementary or separate agreement(s) for any additional service(s) or product(s) to be furnished by Provider.

**HUMAN SEARCH AND ASSOCIATED SERVICES.** Subscriber shall be entitled to receive free human search services intended to locate documents—such as technical regulations, codes, or standards used in Kazakhstan—on the topic of interest to Subscriber. The provision of any interpretation or consulting services regarding specific provisions, requirements, or data contained in such documents shall remain outside the scope of the Services rendered by Provider pursuant to this Agreement.

Subscriber requests for searches shall be prepared in writing in arbitrary form and forwarded to Provider by any method at Subscriber's discretion, including post, fax, or email. If a request takes the form of a list of documents for which searches are to be made, Subscriber shall provide the basic attributes of the requested documents (such as an acronym, numerical designator, and complete title) in the Russian language or, if the acronym and/or numerical designator are unavailable, the complete title of the document, the name of the organization that approved/issued the document, and the year in which the document took effect or was published. If a search request is made for documents pertaining to a specific topic, Subscriber should consider the following guidelines: (i) before submitting the request, Subscriber shall independently conduct a detailed search of the Library(ies) to ascertain whether Information on the topic of interest to Subscriber is contained in the Library(ies); (ii) the request shall be submitted solely for Information that is not contained in the Library(ies) or not represented in the Library(ies) in the degree of detail of interest to Subscriber; (iii) in the request, Subscriber shall clearly specify the topic and subject of the search using, insofar as possible, the wordings of topic-specific subdivisions in widely used classification systems for standards and engineering information. After conducting a

search on the requested topic, Provider shall furnish Subscriber with a list of documents pertaining to the topic.

Subscriber is entitled to receive free of charge up to ten (10) Subscriber-ordered documents per month. Such documents shall be limited to technical regulations or standards that have been officially published in the Republic of Kazakhstan, Russian Federation, or USSR and accessible to a broad range of consumers, with the exception of publications containing information on matters pertaining to the national security or military affairs, including military plans, weapons systems, or military operations; foreign government information; information on intelligence activities, special operations, intelligence sources or methods, or classified cryptology; confidential sources on foreign relations or foreign activities of the governments concerned; scientific, technological, or economic matters relating to the national security; government programs for safeguarding nuclear fuels, materials, or facilities; or classified information on vulnerabilities or capabilities of systems, installations, projects, or plans relating to the national security or other interests of the entities concerned. Provider may at its sole discretion advise Subscriber to enter into a supplementary human search agreement(s) for any quantity of documents in excess of the number of documents specified above.

Whenever the scope of documents requested by Subscriber exceeds the scope of the specific Library(ies) for which Subscriber has acquired the Library End-User License(s), Provider may at its sole discretion request Subscriber to purchase appropriate License(s) that cover the subject of the Subscriber's request.

If necessary, and without prior notice to Subscriber, Provider may assign to its partners, contractors, or vendors functions relating to human information searches and the procurement, reproduction, and delivery of Information.

Provider reserves the right to be guided by considerations of usability in making decisions as to whether documents obtained at the Subscriber's request should be included in the Library(ies).

**SUBSCRIBER GENERAL OBLIGATIONS.** Subscriber shall inform all of its Authorized Users, as well as persons responsible for configuration, administration, management, and maintenance of electronic computing and storage devices on which the copies of the Library resources, Information, Products, and User Software have been or will be accessed, installed or stored, of the terms and conditions of this Agreement. Subscriber may then permit each of the Authorized Users to act in a manner consistent with the appropriate Licenses, and shall enforce their compliance with all the requirements of this Agreement and the Licenses.

Subscriber shall refrain from assigning Authorized User rights to any individuals and/or legal entities that are not immediate employees of Subscriber, and to take full responsibility for any actions on their part that could lead to abuses or willful violation of the terms and conditions of this Agreement, applicable intellectual property treaties, conventions, protocols, declarations, charters, laws and regulations, and any other legal instruments that may apply.

Subscriber shall refrain from using the Information and Data for any unlawful purposes or actions. If Subscriber's usage of the Information and Data should pursue unlawful purposes or result in unlawful actions (including violation of the rights of other parties), Subscriber agrees to attest to Provider's lack of complicity in said unlawful purposes or actions and to indemnify Provider against all lawsuits, liability, charges, and penalties, including resulting costs and expenses and payment of attorney fees, that may arise as a result of said unlawful actions.

**TERMS OF PAYMENT.** Subscriber shall pay the Subscription Fee, as indicated on the Billing Document, in advance for each Billing Period for the duration of the Subscription Term agreed upon by Subscriber at the time of the acquisition or renewal of the Subscription. In addition to the Subscription Fees, Subscriber agrees to pay Reimbursable Expenses and all applicable taxes, fees, customs charges, fines, insurance, and/or other expenses associated with the sale, delivery, and clearance of the Services and Products.

At Provider's discretion, Subscription Fees, Reimbursable Expenses, interests, and other costs for which Subscriber is liable may be invoiced together or separately.

In the event of nonpayment or late payment by Subscriber, Provider reserves the right to suspend the Subscription pending Subscriber's payment of all arrears or to terminate this Agreement in accordance with the TERMINATION OF AGREEMENT section herein, and/or apply other sanctions permitted by law. Subscriber agrees to be responsible and liable for all collection costs, including reasonable attorney fees, incurred as a result of nonpayment of the Subscription Fee and/or Reimbursable Expenses, as well as for interest on past due sums at the lesser of the maximum legally chargeable interest rate or 29,99 percent per annum, or in accordance with the United States Prompt Payment Act, whichever is applicable.

In the event of early termination of any Subscription or this Agreement, Subscriber agrees to pay Provider compensation in an amount consisting of the following: (i) any arrears owed by Subscriber in the form of outstanding payments as of the time of termination; and (ii) if the Subscription Term exceeds twelve (12) calendar months ("Multi-Year Subscription"), a penalty for early termination payable by Subscriber in the amount of fifty (50) percent of the total of the Subscription Fees paid, or to be paid, for the Subscription Term of the Subscription(s) being terminated.

**RENEWAL.** Unless terminated in accordance with the TERMINATION OF SUBSCRIPTION section herein, each Subscription associated with this Agreement shall remain in force for the duration of its Subscription Term and, unless agreed upon by Subscriber and Provider no later than thirty (30) days prior to its expiration, will renew automatically for a period equivalent to the length of the Subscription Term being renewed. Any renewal period shall be governed by the terms and conditions of this Agreement, unless modified by terms provided by Provider to Subscriber prior to the commencement of a renewal term, and priced at the then current Subscription Fee.

This Agreement shall remain in full force and effect for as long as Subscriber has at least one Active Subscription.

**VOLUNTARY SUSPENSION OF SUBSCRIPTION.** Whenever a situation may arise where Subscriber needs to suspend the operations for which a particular Subscription is used, Subscriber shall have the right to request Provider to suspend any or all Subscriptions for a specified period of time without incurring early termination penalties and reactivation charges. The terms and conditions for suspension and reactivation of the Subscription(s) shall be made by a written instrument signed by both Parties.

**TERMINATION OF SUBSCRIPTION.** The Parties may voluntarily terminate any Multi-Year Subscription prior to the expiration date of its current Subscription Term, without indicating their reasons for termination, by serving written notice to the other Party no later than thirty (30) days prior to the date of termination. Access to and usage of the Services and Products related to the terminated Subscription shall be prohibited as of the

moment of termination. Upon termination, with respect to the Services and Products related to the Subscription being terminated, Subscriber shall (i) discontinue all use of the Services, Products, and components thereof; and (ii) if so required elsewhere in this Agreement or Supplementary Agreements, return or destroy any items relating to the Services and Products (including but not limited to Data, media, software, and electronic and printed documentation) and purge any Data from all stationary and removable electronic computing and storage devices and media containing Data.

Subscriptions with the Subscription Term of twelve (12) calendar months or less cannot be terminated voluntarily and shall remain active until the expiration of the current Subscription Term.

Any remaining Active Subscriptions shall remain in full force unless terminated as provided herein.

**REFUND.** Subscription Fees that have been paid by Subscriber for the Subscription(s) having the Subscription Term of twelve (12) calendar months or less are not refundable. In the event of voluntary termination of any Active Multi-Year Subscription(s), Provider shall refund to Subscriber the unused portion of the total Subscription Fee prepaid by Subscriber for the Qualified Subscription Term for any Subscription(s) being terminated less (i) any Subscriber arrears for unpaid fees as of the termination date and (ii) a penalty for early termination payable by Subscriber in the amount indicated in the TERMS OF PAYMENT section herein. For the purposes of refund, the term "Qualified Subscription Terms" is defined as the remaining portion of the Subscription Term that follows the current 12-month period within which a written termination notice from Subscriber has been received and that may subsequently follow any number of 12-month periods from the beginning of the Subscription Term for which the Subscription Fee was prepaid by Subscriber. No refund will be issued for payments for prior or current Billing Periods or unqualified Subscription Term.

Should Provider terminate this Agreement due to a breach on the part of Subscriber, Subscriber will not be entitled to and shall not seek a refund.

**TERMINATION OF AGREEMENT.** The Parties may voluntarily terminate this Agreement at any time, subject to the provisions of the TERMINATION OF SUBSCRIPTION section, by serving written notice to the other Party no later than thirty (30) days prior to the date of termination.

Provider may terminate this Agreement without prior notice in the event of Subscriber's breach of any of the terms and conditions of this Agreement. Alternatively, Provider may temporarily suspend any or all Active Subscriptions until the breach is cured; if Subscriber fails to cure the breach within thirty (30) days after receiving written notice, this Agreement shall automatically terminate without further notice. Access to and usage of the Services and Products related to the suspended Subscriptions shall be prohibited as of the moment of suspension thereof. Subscriber shall be liable for all fees and costs incurred during the period of such suspension. Upon termination of this Agreement, Subscriber shall (i) discontinue all use of the Services and Products; (ii) if so required elsewhere in this Agreement or Supplementary Agreements, return or destroy any items relating to the Services and Products (including but not limited to Data, media, software, and electronic and printed documentation) and purge any Data from all stationary and removable electronic computing and storage devices and media containing Data; and (iii) provide written notice to Provider by mail, fax, or email, certifying that Subscriber has complied with the requirements specified in this paragraph.

Except in the instances specified in this Agreement, Provider and its partners shall not be liable for any expenses incurred by Subscriber as a result of termination of this Agreement as a whole or any Subscription in particular.

The provisions and terms of this Agreement pertaining to the Parties' financial obligations and liability, proprietary rights, copyright protection, as well as Subscriber obligations relating to the termination procedures described herein, shall remain in force after any termination of this Agreement as a whole or any Subscription in particular.

**INTELLECTUAL PROPERTY RIGHTS.** The Information, Data, Products, and other items supplied by Provider may contain authorship materials, trademarks, and other materials that are protected by international conventions and national trademark and copyright laws. All proprietary rights and rights of ownership shall be reserved to their owners, including rights of authorship, creation of derivative works (including translation to foreign languages), inclusion in compilations and collective works, dissemination, and other rights. Subscriber shall refrain from claiming proprietary rights by virtue of access and use of the Services, Products, and components thereof.

**FORCE MAJEURE.** The Parties shall be absolved of liability for delays caused by events beyond the Parties' control. Such events shall include acts of natural phenomena, war, popular unrest, epidemics, fire, flood, earthquake and other natural disasters, failures in the operation of computer networks and communications systems, and disruptions in the operation of postal and courier services, as well as legislative prohibitions and prohibitions established by governing bodies and agencies, institutions, and organizations duly empowered by them.

**DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER, ITS PARTNERS, AND SUPPLIERS PROVIDE THE INFORMATION AND THE SERVICES AND PRODUCTS "AS IS" WITH ALL FAULTS AND DEFECTS THEREIN AND WITHOUT ANY WARRANTIES AND CONDITIONS, WHETHER 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 RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE INFORMATION, SERVICES AND PRODUCTS OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES FOR SUCH INFORMATION AND PRODUCTS OR OTHERWISE ARISING OUT OF THE USE OF THE INFORMATION, SERVICES, AND PRODUCTS. THE INFORMATION FURNISHED BY PROVIDER MAY BE USED SOLELY FOR REFERENCE PURPOSES IN THE PROCESS OF INFORMATION EXCHANGE AND SHALL BE USED IN ADDITION TO AND IN CONJUNCTION WITH APPLICABLE REQUIREMENTS OF LAWS, CODES, RULES, REGULATIONS, STANDARDS, AND OTHER REQUIREMENTS ESTABLISHED BY AUTHORITIES POSSESSING VARIOUS LEVELS OF JURISDICTION. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT WITH REGARD TO THE INFORMATION AND PRODUCTS PROVIDED.

**EXCLUSION OF INCIDENTAL, CONSEQUENTIAL, AND CERTAIN OTHER DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO

EVENT SHALL PROVIDER, ITS PARTNERS, OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, 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 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 SERVICES AND PRODUCTS OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES FOR SUCH PRODUCTS OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICES AND PRODUCTS, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF PROVIDER, ITS PARTNERS, OR ANY SUPPLIER, AND EVEN IF PROVIDER, ITS PARTNERS, OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBSCRIBER SHALL REFRAIN FROM ASSIGNING LIABILITY TO PROVIDER FOR USAGE OF THE INFORMATION SUPPLIED, BASED ON THE CIRCUMSTANCE THAT PROVIDER MERELY SUPPLIES THE INFORMATION BUT DOES NOT GENERATE IT, UNLESS EXPRESSLY STIPULATED OTHERWISE. PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ANY WARRANTY FOR THE USE OR THE RESULTS OF THE USE OF THE USER SOFTWARE OR THIRD-PARTY PRODUCTS WITH RESPECT TO THEIR CORRECTNESS, QUALITY, ACCURACY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, OR CONTINUED AVAILABILITY.

**LIMITATION OF LIABILITY AND REMEDIES.** NOTWITHSTANDING ANY DAMAGES THAT SUBSCRIBER MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF PROVIDER, ITS PARTNERS, AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT AND SUBSCRIBER'S EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO THE GREATER OF THE ACTUAL DAMAGES SUBSCRIBER INCUR IN REASONABLE RELIANCE ON THE INFORMATION, SERVICES, AND PRODUCTS UP TO THE AMOUNT OF THE SUBSCRIPTION FEE ACTUALLY PAID BY SUBSCRIBER OR USD10.00. ANY CAUSE OF ACTION BY SUBSCRIBER WITH RESPECT TO ANY SERVICES OR PRODUCTS PROVIDED MUST BE INSTITUTED WITHIN ONE (1) YEAR OF THE CLAIM OR CAUSE OF ACTION HAVING ARISEN. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**ASSIGNMENT OF RIGHTS.** Subscriber may not assign or sublicense the rights granted under this Agreement to any party, wholly or in part, without Provider's prior written consent. Any unauthorized attempt by Subscriber to assign this Agreement or its rights and obligations under this Agreement to a third party

shall be deemed null and void and contrary to the terms and conditions of this Agreement.

**GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Illinois.

**ENTIRE AGREEMENT.** This Agreement, along with Supplementary Agreements and any attachments hereto, constitutes the entire agreement between the Parties relating to the subject matter hereof. Unless specifically stated herein to the contrary, this Agreement does not apply to any other oral or written agreement between the Parties, but supersedes all prior written and contemporaneous oral negotiations, discussions, commitments, and understandings ("Prior Agreements") with respect to the subject matter hereof. In the event any such Prior Agreement remains in effect to the extent required by applicable law, if there is a conflict between the provisions of this Agreement and such Prior Agreement, the provisions stipulated in the body of this Agreement shall control.

Failure by either Party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or of any other provision of this Agreement.

**NOTICES.** Notices by Parties may be given by means of electronic mail, fax, or by conventional mail, unless otherwise specified in this Agreement.

All notices to Provider must be sent to the address in the United States listed on the following web page:

<http://www.snip.com/index.php?Page=contacts>