

TERMS AND CONDITIONS

Engage121, Inc (“**Engage121**”) will provide you or the entity you represent (in either case, the “**End-User**”) limited access to certain content, data and services through one or more online, password-protected, proprietary applications accessible through the Engage121 website (collectively referred to herein as “**Applications**”), including but not limited to MatchPoint™, eNR PR™, AP Planner™, Grassroots PR and Engage121™, all subject to the terms and conditions of this agreement (together with the Privacy Statement (as herein defined, the “**Agreement**”).

1. TERMS OF USE.

- a. Engage121 hereby grants End-User a non-transferable, non-exclusive, non-sublicenseable, revocable limited right and license (the “**License**”) to access and run the Applications solely for its own internal business purposes in connection with the research, review, analysis and use of content, data and services accessible through such Applications.
- b. As part of the rights granted under the License, End-User may be permitted to access and use Engage121’s media database and such media database shall be deemed an Application for purposes of this Agreement. End-User hereby acknowledges and agrees that Engage121’s media database is proprietary to Engage121 and that it is the sole and exclusive property of Engage121. Engage121 retains all commercial rights, titles, interests and privileges in and to the media database, all its contents and all improvements, enhancements or modifications to the foregoing.
- c. End-User rights in and to Applications under this Agreement are limited to those expressly granted to End-User herein and Engage121 expressly reserves all rights, titles, interests and licenses in and to the Applications (together with all improvements, enhancements and modifications thereto) not expressly granted to End-User, including all copyrights, trademarks, patents and other intellectual property rights.
- d. The terms of this Agreement will govern upgrades to the Applications provided by Engage121, if any, that replace and/or supplement the original Applications, unless such upgrades are accompanied by a separate license in which case the terms of that separate license shall govern. The decision to provide upgrades and whether or not to charge for such upgrades shall be made in the sole discretion of Engage121.

2. **ACCEPTANCE.** In addition to evidencing End-User’s acceptance of this Agreement (and any amendment or modification hereto) (“**Acceptance**”) by clicking the “I Agree” button below, End-User acknowledges and agrees that its initial and subsequent use of the Applications shall further evidence its acceptance of the terms and conditions of this Agreement (and any amendment or modification hereto). If End-User is accepting the

terms and conditions of this Agreement (or any amendment or modification hereto) on behalf of a company or other legal entity, End-User represents that it has the authority to do so.

3. TERM AND TERMINATION. The License commences upon Acceptance and shall continue for a period of twelve (12) months (the “*Initial Term*”). Thereafter, the Initial Term shall automatically renew on a month-to-month basis (each month-to-month period being a “*Renewal Term*”). The Initial Term, plus any and all Renewal Terms, are hereinafter referred to collectively as the “*Term*”. The Term and the License may be terminated by End-User or Engage121 as follows:

- a. If, prior to the conclusion of the Initial Term or any Renewal Term, End-User notifies Engage121 of its intention not to renew the License granted herein, Engage121 will terminate End-User’s access to the Application as of the expiration of the then current Term.
- b. Engage121 may terminate or modify the License at any time and without notice to End-User if (i) End-User fails to comply with any of the terms and conditions of this Agreement, (ii) End-User’s use of the Applications violates any applicable law, regulation or generally accepted practice, (iii) an Engage121 content provider terminates its relationship with Engage121, (iv) Engage121 determines, in its sole discretion, that continuing End-User’s License is no longer commercially viable, or (v) Engage121 determines, in its sole discretion, that continuing to provide support for or access to any Application(s) is no longer commercially viable.
- c. Upon termination of the License granted herein, End-User agrees to immediately cease all use of the Applications. For the avoidance of doubt, the termination or expiration of the Term shall automatically result in the termination of the License.
- d. Upon Acceptance of this Agreement, End User agrees to that Licensor may elect to distribute a news release, the contents of which will be mutually approved by both parties, before distribution of the news release to relevant industry trade media.

4. PAYMENT FOR CONTENT AND SERVICES. Engage121 will invoice End-User for the grant of the License hereunder as may be agreed between End-User and Engage121. Absent such agreement, Engage121 shall invoice End-User in such amounts and at such times as is customary for Engage121. Engage121 may charge End-User a separate License subscription fee for each Application used by End-User.

- a. End-User agrees to pay all Engage121 invoices within thirty (30) days of receipt. Invoices not paid within thirty (30) days are subject to finance charges at the maximum rate permitted by law.

- b. During the Renewal Term, End-User agrees that the monthly License subscription rate will be in an amount equal to 1.15 times the monthly equivalent of the License subscription rate during the Initial Term.
- c. End-User may be provided the opportunity to purchase content and services from Engage121. Payment for such content and services will be made by credit card, or, upon request, Engage121 may, in its sole discretion, agree to invoice End-User periodically for the content and services End-User purchases.

5. ACCOUNT AND PASSWORD. End-User is responsible for maintaining the confidentiality of the password provided to End-User, and End-User is fully responsible for all activities that occur with respect to End-User's account through use of the password. Password access to the Applications is specific to each End-User and may not be shared.

6. RESTRICTIONS ON USE. End-User may not directly or indirectly: (i) work around or attempt to work around any technical limitations in the Applications; (ii) modify, adapt, merge, translate, convert to another programming language, reverse engineer, re-engineer, decompile or disassemble the Applications or create derivative works based on the whole or any part of the Applications; (iii) emulate or clone the Applications or make copies of the Applications; (iv) publish, reproduce, distribute or deal in the Applications or any part thereof, in any way, except as expressly permitted by this Agreement; (v) use the Applications in any way that is against the law; (vi) sell or resell, rent, timeshare, lease, lend, sublicense, modify, assign, convey, disclose or transfer the Applications or any rights with respect thereto to any third-party or use the Applications to perform services for the benefit of third parties; (vii) use the Applications for commercial hosting services or for the benefit of any other entity or person; and (viii) make the Applications available over a network where they could be used by multiple computers at the same time. Any documentation relating to the Applications that may be provided to or accessed by End-User is subject to the same terms and conditions of this Agreement as those applicable to the Applications. All documentation is the sole and exclusive property of Engage121 and Engage121 retains all rights, titles, interests and privileges in and to any such documentation.

7. PROVISION OF APPLICATIONS. End-User acknowledges and agrees that Engage121 may, in its sole discretion, modify or terminate certain content, features and/or Applications without prior notice and liability to End-User.

8. THIRD PARTY WEBSITES. End-User may be able to link from the Engage121 websites (the "**Sites**") to third party websites and third party websites may link to the Site ("**Linked Sites**"). End-User acknowledges and agrees that Engage121 shall have no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through Linked Sites, even if they are owned or operated by affiliates of Engage121. Links to Linked Sites do not constitute an endorsement or sponsorship by us of such websites or the information, content, products, services, advertising, code or other materials presented on or through such websites. Any reliance on the contents of a third party website is done at End-User's own risk and End-

User assumes all responsibilities and consequences resulting from such reliance. Under no circumstances will Engage121 be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to End-User in connection with its use of, or reliance on, any content, goods or services available on any other website.

9. END-USER SUBMISSIONS. Unless specifically requested, Engage121 does not solicit nor does it wish to receive any confidential, secret or proprietary information or other material from End-User. By submitting or sending any information, creative works, demos, ideas, suggestions, concepts, methods, articles, studies, surveys, systems, designs, plans, techniques or other materials (collectively, "**Submitted Materials**") to Engage121, End-User: (i) represents and warrants that the Submitted Materials are original to End-User, that no other party has any rights thereto (i.e., that the material End-User submits does not infringe the rights of a third party), and (ii) End-User grants Engage121 and its affiliates a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to use, copy, reproduce, modify, adapt, publish, translate, distribute, and display such material (in whole or part). Engage121 cannot be responsible for maintaining any Submitted Material that End-User provides to us, and such Submitted Material may be deleted or destroyed without notice to End-User.

10. CONFIDENTIAL INFORMATION.

- a. In connection with this Agreement and End-User's use of the Applications, End-User may obtain access to certain of Engage121's proprietary or confidential information, technology, know-how, processes, methods, innovations, concepts and compositions (collectively, "**Confidential Information**"). End-User covenants and agrees that it shall hold the Confidential Information in strict confidence and that it shall take such steps to protect and preserve the confidentiality thereof as End-User takes to preserve and protect the confidentiality of its own confidential and proprietary information. End-User covenants and agrees that it shall use the Confidential Information solely to exercise the rights expressly granted by Engage121 to End-User under the License. End-User agrees that the terms and conditions of this Agreement shall be deemed Confidential Information.
- b. End-User's obligations with respect to the Confidential Information do not apply to information that End-User can clearly establish by written evidence: (i) is or has become publicly known through no fault of End-User; (ii) is rightfully obtained by End-User from a third-party without obligation of confidentiality; (iii) is independently developed by End-User without any access to Confidential Information; (iv) is approved in writing for release by an authorized representative of Engage121, or (v) is required to be disclosed as a matter of law or judicial action; provided that End-User provides Engage121 with prior notice of such requirement of disclosure and uses all reasonable efforts to obtain a protective order.

11. DISCLAIMER OF WARRANTIES. Engage121 MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE COMPLETENESS, TIMELINESS OR ACCURACY OF ANY DATA INCLUDED IN THE APPLICATIONS. ALL DATA IS OBTAINED FROM SOURCES BELIEVED BY Engage121 TO BE RELIABLE AND Engage121 SHALL HAVE NO LIABILITY WHATSOEVER TO END-USER BASED ON ANY INCOMPLETENESS, UNTIMELINESS OR INACCURACIES IN THE DATA. ALL DATA, DOCUMENTATION, APPLICATIONS AND SERVICES FURNISHED HEREUNDER ARE FURNISHED "AS IS." NEITHER Engage121 NOR ITS INFORMATION PROVIDERS MAKE ANY REPRESENTATION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY SUCH WARRANTIES TO BE IMPLIED. END-USER EXPRESSLY UNDERSTANDS AND AGREES THAT ITS USE OF APPLICATIONS IS AT ITS SOLE RISK AND THAT ALL APPLICATIONS, SERVICES AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." ANY AND ALL CONTENT PROVIDED THROUGH THE APPLICATIONS MAY BE USED FOR INTERNAL REVIEW, ANALYSIS AND RESEARCH PURPOSES ONLY. ANY EDITING, REPRODUCTION, PUBLICATION, REBROADCASTING OR PUBLIC DISPLAY OR DISCLOSURE IS FORBIDDEN. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY Engage121 SHALL CREATE ANY WARRANTY. SHOULD THE APPLICATIONS DAMAGE END-USER'S EQUIPMENT, END-USER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING AND REPAIR OF SUCH EQUIPMENT AND Engage121 HAS NO RESPONSIBILITY TO PROVIDE ANY SUCH SERVICING OR REPAIR OR TO REIMBURSE END-USER FOR THE COST OF ANY SUCH SERVICING OR REPAIR. END-USER ACKNOWLEDGES AND AGREES THAT A FUNDAMENTAL ELEMENT OF THE BASIS ON WHICH Engage121 IS PREPARED TO OFFER END-USER ACCESS TO THE APPLICATIONS IS END-USER'S ACCEPTANCE OF THE FOREGOING LIMITATIONS AND THAT Engage121 WOULD NOT HAVE AGREED TO PROVIDE END-USER WITH ACCESS TO THE APPLICATIONS BUT FOR END-USER'S FULL ACCEPTANCE OF ALL TERMS AND CONDITIONS OF THIS AGREEMENT, IN PARTICULAR, AND WITHOUT LIMITATION, THE DISCLAIMERS SET OUT IN THIS CLAUSE.

12. LIMITATION OF LIABILITY. IN NO EVENT SHALL Engage121, OR Engage121'S CONTENT PROVIDERS, BE LIABLE TO END-USER OR ANY THIRD-PARTY FOR ANY PERSONAL INJURY OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF END-USER'S USE OF THE APPLICATIONS OR THE DATA GENERATED BY SUCH APPLICATIONS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF Engage121 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL Engage121'S TOTAL LIABILITY TO END-USER FOR ALL DAMAGES ARISING HEREUNDER OR RELATING HERETO EXCEED THE AMOUNT OF FIVE HUNDRED UNITED STATES DOLLARS (\$500.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. PRIVACY STATEMENT. The terms and conditions of the Engage121 Privacy Statement (the "**Privacy Statement**") (accessible here: http://www.engage121.com/privacy_statement.pdf) are hereby incorporated into this Agreement by reference. By

evidencing its Acceptance of this Agreement, End-User acknowledges and agrees that it is also evidencing its Acceptance of the Privacy Statement.

14. INDEMNITY. End-User shall indemnify, defend and hold harmless Engage121 and its directors, officers, agents and employees harmless from and against all third-party claims, liabilities, suits, losses, damages and expenses, including costs and reasonable attorneys' fees (collectively, "**Claims**"), relating to, resulting from, or alleged to result from, End-User's (i) breach of any of the terms of this Agreement and/or (ii) breach of any representation, warranty and/or covenant contained in this Agreement.

15. COPYRIGHT AGENT. If any person or entity believes that its work has been copied by Engage121 in a way that constitutes copyright infringement, such person or entity should forward the following information to Engage121's Copyright Agent named below, designated as such pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2):

- Address, telephone number, and email address;
- A description of the copyrighted work claimed to have been infringed;
- A description of where the alleged infringing material is located;
- A statement by the person or entity that it has a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement, made under penalty of perjury, that the above information is accurate and that the person or entity is either the copyright owner or is authorized to act on the copyright owner's behalf.

Copyright Agent:

Jennifer Tayntor, Comptroller
Engage121, Inc
20 Glover Avenue, 2nd floor
Norwalk, CT 06850
Tel: (203) 846-2811
jtayntor@engage121.com

16. FORCE MAJEURE. Engage121 shall not be responsible for failure to perform when its failure results from any cause beyond its reasonable control.

17. ASSIGNMENT. Neither this Agreement, nor the rights and obligations granted hereunder, may be assigned or transferred by End-User without the prior written consent of Engage121 and any attempted assignment or transfer absent such written consent shall be null and void and of no force or effect. Engage121 may freely assign and transfer this Agreement and/or its rights and obligations hereunder without notice to End-User.

18. EQUITABLE REMEDIES. Without prejudice to any other rights that Engage121 may have under any applicable law, End-User acknowledges and agrees that damages alone would not be an adequate remedy for any breach by End-User of this Agreement and that accordingly, Engage121 shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief, without the necessity of posting a bond or other security, for any threatened or actual breach of the License and/or the terms and conditions of this Agreement.

19. GOVERNING LAW, INDEPENDENT PARTIES, ENTIRE AGREEMENT. This Agreement shall be governed by the laws of the State of Connecticut, irrespective of the forum in which the Agreement or any part of it may come up for construction, interpretation or enforcement; any disputes will be heard solely within the courts located in the County of Fairfield, State of Connecticut and End-User hereby irrevocably submits to the jurisdiction of such courts. Nothing contained in this Agreement shall be deemed to create or constitute a partnership, joint venture, or relationship of principal and agent between the parties. This Agreement (together with the Privacy Statement) contains the entire agreement between the parties. It may not be changed or modified in whole, or in part, except in writing, signed by both parties, provided, however, that Engage121 may at any time amend or modify this Agreement, subject to End-User's Acceptance of any such amendment or modification in accordance with Section 2 hereof. Should any term and condition of this Agreement be declared illegal or otherwise unenforceable, it shall be severed from this Agreement without affecting the legality or enforceability of the remaining provisions. Engage121's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

20. GOVERNMENT END-USERS. The Applications are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end-users (a) only as Commercial Items and (b) with only those rights as are granted to all other end-users pursuant to the terms and conditions of this Agreement. Unpublished-rights are reserved under the copyright laws of the United States. Use, duplication or disclosure of the Products by U.S. Government end-users is subject to the restrictions set forth in this Agreement and FAR/DFARS clause 252.227-7015 Technical Data – Commercial Items (NOV 1995).

21. Engage121 SPECIAL TERMS.

- a. Engage121 will distribute press releases according to the media location(s) selected by End-User and according to the preferred method of receipt as indicated in Engage121's proprietary media database. Engage121 will apply reasonable efforts to provide End-User a media list that is accurate and complete.

- b. Engage121 shall have no liability for the content of any press release or other information provided by End-User, nor shall Engage121 independently verify the facts contained in any such press release or information. Therefore, End-User hereby represents and warrants that (i) End-User possesses the authority to submit press releases to Engage121 for distribution; (ii) any person or party accepting this Agreement on End-User's behalf is authorized to do so; and (iii) neither the content End-User submits, nor its distribution, will violate any copyright, trademark, service mark rights, right of privacy or any other right of any person, and such content is not obscene, libelous, slanderous or otherwise defamatory, false or misleading.

- c. Engage121 reserves the right to reject any press release or other content End-User submits if Engage121 reasonably determines, in its sole discretion, that such content is unsuitable for distribution, though Engage121 shall have no obligation to exercise such discretion. Releases considered unsuitable may include, but are not limited to: (i) content that includes adult material, obscenities or profanity; (ii) content that promotes violence, illegal activities, or discrimination based on race, sex, religion, age, disability, nationality or sexual orientation; or (iii) press releases which appear to be an advertisement, call the reader to action, vary significantly from standard press release format or contain excessive grammatical or typographical errors. Moreover, Engage121 reserves the right, upon due notice to End-User, to make non-material edits in headline, dateline, body and/or contact information for the purposes of making a press release suitable for distribution.

22. MOREOVER END-USER SPECIAL TERMS. Certain services provided by Engage121 include links to online content ("**Moreover Links**"), which have been developed by Moreover Technologies, Inc. ("**Moreover**") and licensed to Engage121 under a certain OEM License Agreement. Access to the Moreover Links and content, are expressly conditional upon End-User's acceptance of the following terms and conditions: (a) End-User agrees not to sell, resell, rent, license, sublicense, transfer, assign or redistribute in any way the Moreover Links; (b) End-User agrees not to compile or create any derivative products based upon the Moreover Links; (c) End-User is not permitted to display information or any links to information received through the Moreover Links on any publicly accessible website; and (e) End-User is not permitted to build any software program whose purpose is to automatically click through to Moreover Links.

23. BUSINESS INTELLIGENCE SERVICE (BIS) SPECIAL TERMS. Certain services provided by Engage121 include content, data and services that have been developed, and are provided by Business Intelligence Services (BIS) and licensed to Engage121 under a certain OEM License Agreement. Access to the BIS content, data and services are expressly conditional upon End-User's acceptance of the following terms and conditions: (a) As a third-party provider of information, BIS reserves the right to add or withdraw databases and modify or otherwise change its online news and information services (the "**Services**"), and may terminate the provision of any portion or all of the data at the request of BIS' data providers; (b) End-User represents and warrants that there exists to the best of End-User's

knowledge no legal reason that BIS should deny the Services to End-User and that End-User's use of the Services is not for any illegal or injurious purpose or purposes; (c) End-User may not use any data or documentation received from the Services except as expressly provided in this Agreement. End-User agrees not to sell, exchange, barter, transfer, distribute or in any other manner commercially exploit any data or documentation received from the Services. End-User further agrees that it shall not obscure copyright notices contained on data or documentation received from the Services. End-User warrants that all data accessed by End-User through the use of the databases are for End-User's personal and internal use, and may not be resold, republished or otherwise distributed to third parties in any form including but not limited to via an intranet, extranet or the internet, and (d) BIS's remedies set forth herein are not exclusive and are in addition to any and all other remedies available at law or in equity, none of which shall be deemed as waived by virtue of BIS's exercise of any other remedy.

24. AP PLANNER SPECIAL TERMS. Certain services provided by Engage121 include content, data and services that have been developed, and are provided by the Press Association, Inc. ("**AP Service**") and licensed to Engage121 under a certain license agreement. Access to the AP Service is expressly conditional upon End-User's acceptance of the following terms and conditions: (a) End-User is granted a non-exclusive, non-transferable limited license to access and use the AP Service solely to review the information provided and to download individual items on an occasional basis provided that such information is attributable to Press Association, Inc.; (b) End-User will not reproduce, distribute, display, sell, publish, broadcast or circulate the information to any third party; (c) End-User must not create or store in electronic form any shared library or archive of the information; (d) End-User must not remove, conceal, alter or interfere with any copyright notice or mechanism; (d) End-User will not use the AP Service for any purpose not expressly approved herein; (e) End-User expressly acknowledges that Engage121 and its licensors retain control and ownership of the form and content of the AP Service and the information included therein; and (f) End-User understands and agrees that End-User's use of and access to the AP Service will expire (i) when the license between Engage121 and Press Association, Inc. expires or (ii) when End-User's License expires or terminates for any reason.