

## CCH ACCESS OPEN INTEGRATION PLATFORM KIT LICENSE AGREEMENT (Non-Commercial)

**THIS CCH ACCESS OPEN INTEGRATION PLATFORM KIT LICENSE AGREEMENT (THIS "AGREEMENT") IS A LEGAL AGREEMENT BETWEEN THE COMPANY, ORGANIZATION OR OTHER PERSON OR ENTITY WHO IS LICENSING THE OPEN INTEGRATION KIT ("PARTNER") AND CCH INCORPORATED, A WOLTERS KLUWER BUSINESS ("CCH"). IT HAS THE SAME EFFECT AS ANY NEGOTIATED WRITTEN AGREEMENT SIGNED BY PARTNER AND GOVERNS PERMITTED ACCESS TO AND USE OF THE OPEN INTEGRATION PLATFORM KIT BY PARTNER AND ANY AUTHORIZED USERS. BEFORE INSTALLING, ACTIVATING, OR OTHERWISE USING THE OPEN INTEGRATION PLATFORM KIT, PLEASE CAREFULLY READ THE FOLLOWING AGREEMENT. BY INSTALLING, ACTIVATING OR OTHERWISE USING THE OPEN INTEGRATION PLATFORM KIT IN ANY MANNER, PARTNER (i) ACCEPTS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS MAY BE MODIFIED BY CCH FROM TIME TO TIME, (ii) REPRESENTS AND WARRANTS THAT PARTNER IS IN GOOD STANDING WHERE REQUIRED TO DO BUSINESS WITH ALL LEGAL AUTHORITY AND POWER TO ACCEPT THESE TERMS, AND (iii) AGREES TO PROVIDE TRUE, ACCURATE, CURRENT, AND COMPLETE INFORMATION TO CCH, INCLUDING, BUT NOT LIMITED TO, BILLING AND PAYMENT-RELATED INFORMATION. IF, PRIOR TO INSTALLING, ACTIVATING OR OTHERWISE USING THE OPEN INTEGRATION PLATFORM KIT, PARTNER DOES NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, THEN PARTNER HAS NO RIGHT TO USE THE OPEN INTEGRATION PLATFORM KIT IN ANY MANNER WHATSOEVER AND NEITHER PARTNER, THE INDIVIDUAL ACCEPTING THESE TERMS ON BEHALF OF PARTNER, NOR ANY OTHER INDIVIDUAL ON BEHALF OF PARTNER SHALL INSTALL, ACTIVATE OR OTHERWISE USE THE OPEN INTEGRATION PLATFORM KIT.**

**THIS AGREEMENT MAY REFER TO AND INCORPORATE SUPPLEMENTAL TERMS SET FORTH IN ONE OR MORE ORDER FORMS (AS DEFINED BELOW). IN ADDITION, PARTNER'S RIGHTS UNDER THIS AGREEMENT MAY BE SUBJECT TO ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS IN A SEPARATE WRITTEN LICENSE AGREEMENT WHICH MAY SUPERSEDE ALL OR PORTIONS OF THIS AGREEMENT, AS AND TO THE EXTENT EXPRESSLY PROVIDED THEREIN.**

### 1. Definitions

**"Authorized Users"** means: (a) any of Partner's employees; or (b) any consultant, independent contractor and any other person who Partner authorizes to use or to which Partner otherwise makes available the OIP Kit, in each case to use solely on behalf of Partner as permitted by this Agreement and the License.

**"Integration(s)"** means the programming interfaces or integrations, or portions thereof, developed by Partner (or any Authorized User) using the OIP Kit to link CCH Access applications with such other application(s) as Partner so determines.

**"Open Integration Platform Kit" or "OIP Kit"** means all software (including programs, tools, sample code, templates, libraries, Third Party Components, and Updates), information, data, files, documentation, and other materials, whether tangible or intangible, in whatever form or medium, provided to Partner or any Authorized User at any time by CCH or any affiliate of CCH, for the purpose of developing Integrations (unless such materials are provided pursuant to a separate license agreement for such materials by CCH and/or its affiliates). Except as expressly specified herein, the OIP Kit shall not include CCH Access, any other software provided by CCH for the purpose of evaluating Integrations, or any Third Party Software. Partner's use of CCH Access, any other CCH product needed by Partner for Integration testing (as set forth on the Order Form), or any Third Party Software shall be governed by and is subject to Partner agreeing to the terms of separate software licenses for such software.

**"Order Form"** shall mean such order forms as Partner and CCH enter into as a condition of acquiring the License set forth herein, which Order Form(s) shall set forth any and all fees associated with the License and the payment schedule associated therewith.

**"CCH Access"** means CCH's proprietary CCH Access application, including all accompanying code, files, databases and documentation. CCH Access shall not include any Third Party Software.

**"Third Party Software"** means software proprietary to a third party, but shall not include Third Party Components. Partner acknowledges and agrees that CCH shall have no obligations to Partner with respect to any Third Party Software.

**"Third Party Components"** means software, interfaces and firmware licensed by CCH from a third party for incorporation into the OIP Kit and distributed as an integral part of the OIP Kit.

**"Updates"** means such bug fixes, service packs, hot fixes, updates, upgrades, enhancements, modifications, and new releases or versions of the OIP Kit as CCH makes generally available to licensors of the OIP Kit from time to time.

### 2. License

(a) Subject to the terms and conditions herein, CCH grants Partner a limited, personal, revocable, non-exclusive, non-transferable license to install and use a reasonable number of copies of the OIP Kit to be used in accordance with the terms and conditions of this Agreement and in the manner described in the documentation contained in the OIP Kit and solely for the purposes of developing, testing and debugging Integration(s) (the "**License**").

(b) To the extent that any source code is provided as part of the OIP Kit, Partner may use, modify and compile the source code solely for the purposes of developing Integration(s).

(c) Partner may not distribute the OIP Kit or copies of any part thereof including, but not limited to, in conjunction with or as part of the Integration(s).

3. License Restrictions. The License granted in Section 2 is explicitly conditioned on Partner's adherence to the following restrictions:

(a) Except as expressly provided in Section 2, Partner and the Authorized Users (i) will not copy, alter, modify, adapt, create derivative works of, translate, deface, decompile, disassemble, lease, rent, assign, transfer, or reverse engineer the OIP Kit, or any portion thereof, or attempt to do so, or permit, acquiesce, authorize or encourage any other party to do the same; and (ii) do not have the right to obtain or use any source code for programs included in the OIP Kit.

(b) Partner and the Authorized Users will not develop, market, rent, distribute, transfer, license, sublicense, or otherwise furnish any interface, integration, program or application which in isolation or with any other software, program, application or data will have a detrimental effect upon CCH, any affiliate of CCH or any of their respective products or services. Partner further agrees not to engage in any of the aforementioned activities or to attempt to do so using any part of the OIP Kit.

(c) Partner is not authorized to distribute Integration(s) developed by Partner to any third party. Use of any Integration is limited to internal use only. In addition, limitations on Integration use may be controlled by transaction fees imposed on Partner as specified in Section 4 below.

(d) Partner is responsible for all activities with respect to the OIP Kit undertaken by Partner and any and all Authorized Users and Partner will ensure that:

(i) Partner and the Authorized Users will only use the OIP Kit in accordance with this Agreement, all applicable laws and regulations, and the documentation provided by CCH as part of and for use in conjunction with the OIP Kit; and

(ii) Partner will cooperate with CCH and provide information requested by CCH to assist CCH in investigating or determining whether there has been a breach of this Section 3 or any other provision of this Agreement and upon request provide CCH with access to the premises and computers where the OIP Kit is or has been used in accordance with the terms of Section 21 below.

(e) Partner further acknowledges and agrees that CCH may require Partner to provide certain information with respect to the identity of Partner and its Authorized Users, the Integration(s), and evidence of Partner having obtained any and all necessary third party licenses, as a condition of CCH granting the License.

(f) Partner agrees that any Integration developed or created by Partner will not be subject to any Viral Open Source License and will not incorporate, link to or use any Viral Open Source Software in any manner. "Viral Open Source License" means any license for software that is "open source" or "copyleft" as those terms are commonly understood in the software industry, including, without limitation, any software license that: (i) requires licensees to disclose or otherwise make available the source code for any software incorporating, linking to or otherwise using the licensed software or developed using such licensed software; (ii) is a version of the GNU General Public License or the GNU Lesser General Public License; (iii) is a license designated by the Free Software Foundation as "GPL-compatible" (a list of which is currently set forth at [http://www.fsf.org/licensing/licenses/index\\_html#GPLCompatibleLicenses](http://www.fsf.org/licensing/licenses/index_html#GPLCompatibleLicenses)); or (iv) was approved as meeting the requirements of the Open Source Definition promulgated by the Open Source Initiative and currently set forth at <http://opensource.org/licenses/index.html>. "Viral Open Source Software" means software that is or is intended to be subject to any Viral Open Source License.

(g) Any breach of the License and/or this Agreement could cause CCH irreparable harm and Partner agrees that CCH may obtain a temporary or permanent injunction against any breach or threatened breach thereof, without the necessity of posting any bond or other security and without showing any monetary damages.

(h) In the event the Order Form specifies that Partner will require access to CCH Access or portions thereof in order to evaluate and test its Integration(s), then CCH may elect to grant Partner a limited right to access such software solely for such purposes in accordance with CCH's standard terms and conditions for such software as set forth at <http://support.cch.com/prosystemfxagreements/> which license Partner must obtain from CCH through CCH's normal contracting process. Partner acknowledges and agrees that this Agreement does not give Partner a license or any other right to use any portion of CCH Access unless and until Partner executes the applicable CCH Access license agreement.

4. License Fees. In consideration for the License granted herein, Partner agrees to pay any and all license and other fees specified on the applicable OIP Kit Order Form and any renewal order invoice in accordance with the schedule and pursuant to the terms set forth therein. These fees may include initial or base license fees as well as a predefined volume of transactions that will apply to Integration(s) developed by Partner.

5. Certification. Partner acknowledges and agrees that Partner is solely responsible for obtaining any certification with respect to any Integration's compatibility and safe operation with CCH Access. Notwithstanding any other provision in this Agreement, Partner further agrees that CCH shall have no liability whatsoever to any third party for, and Partner shall indemnify the CCH Indemnified Parties (as defined below) from, any claim or action relating to any Integration, and in no event will CCH be deemed to have made any endorsement, certification, representation, guarantee, covenant or warranty with respect to any Integration or its compatibility with CCH Access or any part thereof, and Partner shall not represent it as such to any other person or entity.

6. OIP Kit Updates. CCH is under no obligation to provide Partner with any Updates. However, if CCH does provide Partner with any Updates, such Updates shall be subject to the terms and conditions of this Agreement (including the License) or such agreement, if any, which accompanies such Updates, including a possible requirement to make payments to CCH in respect thereof.

7. Support. CCH may provide remote assistance with the installation and general use of OIP Kit via email (such services referred to as "Support"). CCH is not obligated to provide any Support to Partner. Partner may request Support by contacting the CCH -Support team via web ticketing at <http://support.cch.com/ticket/ContactUs.aspx>. To the extent that Support is available, Support shall be limited to the then-current version of the OIP Kit and its preceding two versions. CCH offers training

and consulting services for additional fees. Any such training or consulting shall be subject to a separate agreement between Partner and CCH.

8. Intellectual Property. This Agreement does not transfer or assign to Partner any intellectual property right in or related to the OIP Kit or any part thereof, including, but not limited to, any patent, design, industrial design, trademark, service mark, copyright or rights in any confidential information or trade secrets. The OIP Kit and all copies thereof remain the property of CCH and are licensed and not sold to Partner under this Agreement. Partner acknowledges that there are no implied licenses granted under this Agreement, and all rights, title, and interest (including patent rights, copyrights, trade secret rights, mask work rights, and any other intellectual property and other proprietary rights throughout the world) in and to the OIP Kit, save for those license rights expressly granted to Partner hereunder, shall remain with CCH. Partner agrees that nothing in this Agreement shall adversely affect any rights and recourse to remedies, including without limitation, injunctive relief that CCH may have under any applicable laws relating to the protection of CCH's intellectual property or other rights. Neither party will use the other party's name or trademarks, or refer to the other party, either directly or indirectly in any announcement, advertisement, publication or presentation, or any other materials, or in any manner that might imply endorsement, verification or certification; provided, however, that CCH may include Partner on its list of customers and may display that customer list on its web site and in other publications.

9. Feedback. Partner and the Authorized Users may provide CCH with feedback on the OIP Kit, including, without limitation, feedback on bugs and faults within or relating to the OIP Kit and/or CCH Access or suggestions for improvements or other changes to the OIP Kit and/or CCH Access. Partner hereby agrees that CCH shall own all feedback, ideas, concepts and changes to any portion of the OIP Kit and/or CCH Access developed or identified in the course of or as a result of Partner's use of the OIP Kit and all associated intellectual property rights ("**Feedback**"), and Partner hereby assigns to CCH all of Partner's right, title and interest thereto. Partner will not knowingly provide CCH any Feedback that is subject to third party intellectual property rights. Partner agrees that CCH and its designees and assigns shall be free to copy, modify, create derivative works of, publicly display, disclose, distribute, license, sublicense, incorporate and otherwise use Feedback, including all derivative works thereof, for any and all purposes, commercial or otherwise, with no obligation of any kind of Partner. Partner agrees to cooperate fully and to ensure that Partner's employees, officers, independent contractors and Authorized Users cooperate fully with CCH with respect to signing further documents and doing such other acts as are reasonably requested by CCH to confirm that CCH owns the Feedback in all respects, including, but not limited to, integration functionality, technical implementation details, and overall architectural approach, and to enable CCH to register and/or protect any associated intellectual property rights and/or confidential information.

10. Confidentiality. Partner acknowledges and agrees that the OIP Kit was developed at considerable time and expense by CCH and contains valuable trade secrets and confidential information of CCH. Accordingly, Partner agrees to maintain the OIP Kit in strict confidence and Partner: (a) will not disclose or provide access thereto to any person except to Authorized Users with a need for access to exercise the License granted herein and such Authorized Users are told about the obligations set forth in this Agreement; and (b) will not use the OIP Kit for any purpose not expressly authorized hereby, or permit or authorize any other person to do so. In addition, Partner and CCH agree that during the term hereof and for four (4) years after termination or expiration of this Agreement, or for such longer period as may be required by applicable law or regulation (e.g., IRS regulations), all information furnished or disclosed to the other pursuant to this Agreement, including, but not limited to, the terms of Partner's Order Form(s), the OIP Kit, customer information, technical and financial information, business plans and information, strategic information, proposals, specifications, know-how, and any other discussions between the parties regarding other business information and/or potential business relationships (the "Confidential Information"), shall be held in strict confidence by the other party, and will not be used, made available or disclosed to any third party without the other party's prior written consent. Each party also agrees to restrict dissemination of such Confidential Information to only those persons in their respective organizations or third-party consultants or service providers who have a need to know such Confidential Information to perform the obligations under this Agreement. Each party will be deemed to have fulfilled its confidentiality obligations under this Section 10 if it affords the other party's Confidential Information at least the same degree of care it takes in protecting its own confidential information from unauthorized disclosure (but in no event using less than a reasonable degree of care).

11. Term. This Agreement shall be effective upon Partner's agreement to be bound by the terms of this Agreement, (as manifested by the conduct described in the first paragraph above) and this Agreement and the License granted herein shall end one year from such effective date or upon earlier termination of this Agreement in accordance with the provisions set forth below in Section 12; provided, however, that Partner may renew this Agreement (and the rights granted to Partner under the License) for additional one year periods, on the terms and conditions of this Agreement (subject to Section 22(g) hereof), by paying all applicable fees on any renewal order invoice. CCH, in its discretion and for any reason, may decide not to renew Partner's access to the OIP Kit; in which case, CCH will make reasonable effort to notify Partner of this decision prior to the expiration of Partner's then-current term. Unless otherwise authorized by CCH, Partner must destroy all copies and component parts of the OIP Kit licensed under this Agreement within one (1) week of the expiration or termination of this Agreement, and Partner may be required to provide proof or certification of such destruction to CCH upon request. Upon any expiration or termination of this Agreement, the License shall immediately terminate and Partner shall promptly stop all use of the OIP Kit. Any Integration(s) developed or created by Partner hereunder will only be operational during the term and to the extent that Partner has a valid License; in the event Partner no longer has a valid License, Partner acknowledges that any and all such Integrations may only continue to function with the version of CCH Access that was current in the last year in which Partner had a valid License, and may not function with any updates to or versions of PFSX released after such time.

12. Termination. CCH may terminate this Agreement and the License granted hereunder, by delivering notice of termination to Partner, if, at any time: (a) CCH has a reasonable apprehension that any Integration may interfere with, degrade, or otherwise adversely affect any feature, functionality or operation of CCH Access and/or any other software, system, network or data of CCH or any of its affiliates, (b) CCH has a reasonable apprehension that the information that Partner has provided to CCH in order to obtain, maintain or renew the License is untrue, inaccurate, not current or incomplete, (c) CCH ceases making the OIP Kit generally available on the market or is otherwise prohibited from providing the License due to governmental, contractual or other restrictions of applicable authority, such as a court of competent jurisdiction, (d) Partner has breached, or CCH has a reasonable apprehension of Partner's imminent breach, of this Agreement or any other agreement between Partner and CCH, including, but not limited to, any failure to pay any amounts due under an Order Form or renewal order invoice, (e) CCH learns that Partner does not have a license required under certain third party intellectual property rights in place, or (f) CCH has reason to believe that Partner or any Authorized User's use of the OIP Kit or Integrations violates any third party's intellectual property rights. CCH and its affiliates shall not have any liability to Partner or Authorized Users arising from or related to the termination of

this Agreement or the License as provided herein. No remedy herein conferred upon CCH is intended to be, nor shall it be construed to be, exclusive of any other remedy provided herein or as allowed by law or in equity, but all such remedies shall be cumulative. In the event of the termination of this Agreement pursuant to this Section 12 for cause, Partner shall pay to CCH all attorney fees, collection fees, and related expenses, expended or incurred by CCH in the enforcement of any right or privilege hereunder.

13. Indemnity/Liability. Partner shall defend, indemnify, and hold harmless CCH, CCH's successors, affiliates, agents and assigns and their respective directors, officers, employees and independent contractors (each a "**CCH Indemnified Party**") from any and all claims, costs, damages, losses, settlement fees, and expenses (including without limitation attorney fees) incurred directly or indirectly by a CCH Indemnified Party as a result of Partner's or any Authorized User's breach of this Agreement and/or as a result of any claim, suit, judgment, settlement, or cause of action: (a) alleging the infringement, misappropriation or other violation of any intellectual property right, including any patent, design, industrial design, copyright, trade secret or trademark or other proprietary right by: (i) any Integration or the use thereof, or the combination of any Integration with any other hardware, software, system, or service, or (ii) Partner's or any Authorized User's combination of the OIP Kit or any portion thereof with any hardware, software, or system or service other than as set forth in the documentation provided in the OIP Kit; (b) alleging any breach by Partner of the prohibition on the use of any Viral Open Source Software as provided in Section 3(f) above; (c) alleging any injury, death or property or other damage arising from or related to the performance or non-performance of any portion of the OIP Kit or any Integration or any services provided by Partner in connection therewith; or (d) otherwise related to or arising from Partner's or any Authorized User's use of the OIP Kit or any use or distribution of any Integration (including Partner's development of any Integration) or any portion thereof. CCH reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by Partner.

14. EXCLUSION OF WARRANTIES AND CONDITIONS. THE OIP KIT IS PROVIDED "AS IS". CCH AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE OIP KIT, AND CCH AND ITS AFFILIATES MAKE NO CONDITIONS, ENDORSEMENTS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS THAT THE OIP KIT IS FREE OF DEFECTS, VIRUS-FREE, OR ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, OF QUALITY, PERFORMANCE, RESULTS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, TITLE, NON-INFRINGEMENT OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF THE TRADE, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ARISING OUT OF OR RELATED TO THE OIP KIT, ITS PERFORMANCE OR ITS FAILURE TO PERFORM. PARTNER AGREES TO ASSUME ALL RISKS ASSOCIATED WITH PARTNER'S AND ANY AUTHORIZED USER'S USE OF OR INABILITY TO USE THE OIP KIT. PARTNER IS RESPONSIBLE FOR TAKING PRECAUTIONARY MEASURES TO PREVENT THE LOSS OR DESTRUCTION OF PARTNER'S DATA AND DATABASES SUCH AS, FOR EXAMPLE, MAKING REGULAR BACK-UPS AND VERIFYING THE RESULTS OBTAINED FROM USING THE OIP KIT, AND CCH AND ITS AFFILIATES SHALL HAVE NO OBLIGATIONS OR LIABILITY WHATSOEVER WITH RESPECT TO ANY SUCH LOSS OR DESTRUCTION.

15. EXCLUSION OF LIABILITY. CCH AND ITS AFFILIATES, AND THE EMPLOYEES, OFFICERS AND/OR AGENTS THEREOF, WILL NOT BE LIABLE TO PARTNER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE OIP KIT OR ANY CONSTITUENT ELEMENT THEREOF, OR IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF CCH OR ANY OF THE FOREGOING PARTIES HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. PARTNER ACKNOWLEDGES THAT ABSENT PARTNER'S AGREEMENT TO THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS, CCH WOULD NOT PROVIDE THE OIP KIT OR ANY PORTION THEREOF. EXCEPT FOR COLLECTION ACTIONS, WHICH MAY BE BROUGHT BY CCH AT ANY TIME, NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS AGREEMENT OR TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE EVENT WHICH GIVES RISE TO THE SPECIFIC CAUSE OF ACTION. IN ANY CASE, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, CCH'S AGGREGATE LIABILITY TO PARTNER OR ANY AUTHORIZED USER IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED FIFTY U.S. DOLLARS (\$50.00).

16. Integration. The limitations, exclusions and disclaimers set out in this Agreement shall apply: (a) whether an action, claim or demand arises from a breach of warranty or condition, breach of contract, tort (including negligence), strict liability or any other kind of civil or statutory liability connected with or arising out of this Agreement; (b) to CCH and its affiliated companies as well as CCH's and such affiliated companies' directors, officers, employees, independent contractors and suppliers.

17. Exceptions. Some jurisdictions do not allow limitations or exclusions of certain types of damages and/or warranties and conditions. The limitations, exclusions and disclaimers set forth in this Agreement shall not apply if and only if and to the extent that the laws of a competent jurisdiction require liabilities beyond and despite these limitations, exclusions and disclaimers.

18. Assignment and Delegation. CCH may assign this Agreement without notice to Partner. Partner shall not assign this Agreement or Partner's rights hereunder without the prior written consent of CCH (such consent may be withheld or conditioned at CCH's sole discretion) and any assignment without CCH's prior written consent shall be null and void and of no effect. CCH may perform all obligations to be performed under this Agreement directly or may have some or all obligations performed by its affiliates, contractors or subcontractors.

19. Nature of Relationship. This Agreement shall not create or be construed as creating a joint venture, co-ownership, partnership, or agency relationship between Partner and CCH. Partner has no authority to, and shall not hold itself out as having any authority to, incur, assume, or create, orally or in writing, any liability, obligation or undertaking of any kind in the name of, or on behalf of, or in any way binding upon, CCH or any affiliate thereof.

20. Notices. Any notice, request, demand or other communication required or permitted hereunder will be in writing and shall be sufficiently delivered to Partner if delivered by hand or sent by double registered mail, courier, facsimile (provided that the receiver acknowledges receipt of the facsimile or CCH has a facsimile confirmation) or email addressed to the last address or email address provided to CCH by Partner or its representative accepting the terms and conditions of this Agreement on behalf of Partner. No notice shall be binding on CCH unless delivered by courier to CCH, addressed to CCH's legal department at 2700 Lake Cook Road, Riverwoods, Illinois 60015.

21. Licensing Audit. Upon CCH's written request, Partner must furnish CCH with a signed certificate verifying that Partner's version of the OIP Kit is being used (a) pursuant to the terms of this Agreement and (b) only by Authorized Users. At its expense, CCH may, itself or by third party agents, audit Partner's compliance with the requirements of this Agreement. Any such audit will be conducted not more than once per calendar year and during regular business hours at Partner's facilities and will not unreasonably interfere with Partner's business activities. During any such audit CCH and its designees may (i) have access to Partner's computer systems and records solely for the purpose of evaluating Partner's use of the OIP Kit, and (ii) conduct forensic reviews thereof and may interview any of Partner's current and former employees and contractors. Any of CCH's auditors performing such an audit shall do so only after executing reasonable nondisclosure agreements reasonably satisfactory to Partner. If CCH determines that Partner has not paid appropriate fees as provided in the OIP Kit Order Form or any renewal order invoice for use of the OIP Kit by Partner or Partner's customers, Partner will be invoiced for such fees, plus an additional 1.5% monthly interest rate, or the maximum lawful amount, of the unpaid fees (dating back to the time when such fees should have been paid). Partner shall pay (directly or by reimbursing CCH) the reasonable cost of the audit if the audit detects unpaid fees that exceed five percent (5%) of the total fees actually paid for the period so audited. This right shall not limit or preclude any additional remedies available to CCH provided by law or equity.

22. General.

(a) Export Restrictions; U.S. Government Rights. Partner is advised that the OIP Kit is subject to the U.S. Export Administration Regulations and diversion contrary to U.S. law and regulation is prohibited. Partner agrees to not directly or indirectly export, import or transmit the OIP Kit to any country, end user or for any end use that is prohibited by any applicable U.S. regulation or statute (including but not limited to those countries embargoed from time to time by the U.S. government or the United Nations). The OIP Kit, including all constituents parts thereof, are provided with "RESTRICTED RIGHTS." Notwithstanding any agreement with a third-party or any provision of law, regulation or policy, if Partner is any agency of the government of the United States of America, then Partner's rights in respect of the OIP Kit shall not exceed the rights provided under this Agreement and any use, duplication or disclosure of the OIP Kit by Partner constitutes acknowledgment of CCH's or its licensors' proprietary rights therein and is subject to restrictions as set forth in applicable laws and regulations and in this Agreement.

(b) Third Party Beneficiaries. CCH's affiliates and its affiliates' directors, officers and employees thereof are intended third party beneficiaries for the purposes of Sections 13-17. Except as other specifically stated in this Section, the provisions hereof are for the benefit of the parties and not for any other person or entity.

(c) Waivers of Default. CCH shall not be deemed to have waived or forfeited any right under this Agreement, whether on the basis of failure, delay or any other legal or equitable doctrine, unless such waiver is made in writing signed by an authorized signatory of CCH. CCH's waiver of any provision, or any breach of any provision, of this Agreement in one instance shall not constitute a waiver as to any other instance.

(d) Survival. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof shall so survive the completion of performance, cancellation or termination of this Agreement. Without limiting the generality of the foregoing, the provisions of Sections 1, 3 and 8-22 shall survive the termination or expiration of this Agreement.

(e) Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois notwithstanding any conflict of laws provisions. Partner irrevocably and unconditionally (i) consents to submit to the exclusive jurisdiction of the state and federal courts in the State of Illinois (the "**Illinois Courts**") for any litigation or dispute arising out of or relating to this Agreement, (ii) agrees not to commence any litigation arising out of or relating to this Agreement except in the Illinois Courts, (iii) agrees not to plead or claim that such litigation brought therein has been brought in an inconvenient forum, and (iv) agrees the Illinois Courts represent the exclusive jurisdiction for all disputes relating to this Agreement. EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(f) Severability. To the extent any provision or portion thereof of this Agreement is determined to be illegal, invalid or unenforceable by a competent authority in any jurisdiction, then such determination of that provision or portion thereof will not affect: (i) the legality, validity or enforceability of the remaining provisions of this Agreement; or (ii) the legality, validity or enforceability of that provision in any other jurisdiction, and that provision (or portion thereof) will be limited if possible and only thereafter severed, if necessary, to the extent required to render the Agreement valid and enforceable.

(g) Entire Agreement. This Agreement, together with the applicable Order Form(s), sets forth the entire agreement between the parties with respect to the subject matter hereof, and all other prior or contemporaneous agreements are merged herein and superseded hereby. CCH may unilaterally amend this Agreement at any time, provided that CCH gives Partner notice of any such change. If Partner does not agree with any such changes, Partner must immediately cease all use of the OIP Kit and immediately notify CCH of the same and this Agreement shall terminate immediately. Partner's continued use of the OIP Kit or any portion thereof after Partner has received constructive notice of any such change shall constitute Partner's acceptance of this Agreement as modified. Except as expressly provided in this Section 22(g), this Agreement may not otherwise be modified or amended except in writing signed by the party against whom the amendment or modification is asserted. Any license to or subscription for CCH Access is governed by the CCH Access Master Agreement ("License Agreement"), and nothing in this Agreement shall in any way restrict CCH's ability to enforce the terms of the License Agreement in connection with Partner's use of CCH Access.