

Site Builder End User License Agreement

NOTICE: THE FOLLOWING TERMS AND CONDITIONS GOVERN ALL ACCESS TO AND USE OF CCH INCORPORATED'S ("CCH") CCH SITE BUILDER®, INCLUDING ALL SERVICES, APPLICATIONS, ARTICLES, GRAPHICS, DESIGNS, FINANCIAL TOOLS, CALCULATORS AND OTHER MATERIALS AND CONTENT PROVIDED THEREIN (COLLECTIVELY "**SITE BUILDER**"). YOUR ACCESS TO AND/OR USE OF SITE BUILDER IS STRICTLY SUBJECT TO YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS, AS INDICATED BY YOUR CLICK ON THE "ACCEPT" BUTTON LOCATED BELOW. IF YOU DO NOT SO AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT PERMITTED TO ACCESS OR USE SITE BUILDER, OR ANY PORTION THEREOF, IN ANY MANNER. ONCE ACCEPTED, THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND CCH ("**AGREEMENT**") AND HAVE THE SAME EFFECT AS ANY NEGOTIATED WRITTEN AGREEMENT EXECUTED BETWEEN US. For purposes hereof, "you" or "your" shall include yourself, your organization and any entity you represent or on the behalf of which you are accessing or using Site Builder.

AUTHORIZED USE; RESTRICTIONS

Authorized Use. CCH hereby grants you a limited, non-exclusive and non-transferable right to access and use Site Builder, including the services, applications, articles, graphics, designs, financial tools, calculators and other materials and content provided therein, solely for the purposes of creating and maintaining a website for the deliverance of content about your business to your customers, in accordance with the terms and conditions of this Agreement ("**Customer Site**"). You may modify, add to or delete some portions of the articles, graphics, designs and other such materials and content included in Site Builder, solely to the extent permitted by Site Builder.

Restrictions. Site Builder, and all constituent elements thereof, are protected by copyright and other intellectual property rights. Except as otherwise expressly provided in this Agreement or subject to CCH's prior written consent and/or your payment of any applicable fee(s), you shall not, and shall not permit anyone else to, (a) possess, download or attempt to download Site Builder or any part thereof, including but not limited any software which comprises Site Builder or any articles, graphics, designs, financial tools, calculators or other materials or content on Site Builder, (b) modify, port, adapt or translate or create any derivative works from or based on Site Builder, in whole or in part, (c) redistribute, retransmit, publish, transfer or otherwise exploit any articles, graphics, designs, financial tools, calculators and other materials and content provided on Site Builder, (d) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of any software underlying Site Builder, (e) obscure, obliterate or modify any intellectual property or other proprietary rights notices included on Site Builder or any part thereof, (f) spam or send unsolicited e-mail to any other user of Site Builder for any reason, (g) take any action that imposes an unreasonable or disproportionately large load on CCH's infrastructure, or (h) defeat, disable or circumvent, or attempt to defeat, disable or circumvent, any protection mechanism related to Site Builder or otherwise interfere or attempt to interfere with the proper working of Site Builder. You acknowledge and agree that any violation of the foregoing restrictions will give rise to irreparable injury inadequately compensable in damages and accordingly, CCH and/or its affiliates or licensors may seek and obtain injunctive or other equitable relief against any such breach or threatened breach (without the necessity of posting bond of showing monetary damages), in addition to any other legal remedies which may be available.

Username and Password. You agree not to give or make available your username or password, or other means to access your account to any unauthorized individuals. You remain responsible for all access to and/or use of Site Builder via your username and password, even if not authorized by you. If you believe that your password or other means to access your account has been lost or stolen or that an unauthorized person has or may attempt to use Site Builder, you must immediately notify CCH.

HOSTING

CCH will provide hosting for all approved Customer Sites. Although CCH shall use reasonable efforts to protect Customer Sites from unauthorized access by third parties, you acknowledge and agree that the nature of the World Wide Web is known to be unpredictable in performance and may, from time to time, impede access to your Customer Site and/or any Customer Information (defined below) residing on your Customer Site, and that such Customer Information cannot be protected in all circumstances from alteration or destruction by third parties. You shall regularly monitor and maintain your Customer Information and you

agree that CCH is not in any way responsible for any such interference with any use of or access to your Customer Site and/or any such alteration or destruction of your Customer Information, and you waive any and all claims against CCH in connection therewith.

CUSTOMIZATION SERVICES

CCH offers services to further customize your Customer Site ("Customization Services"). To the extent you wish to obtain any such Customization Services, you will be required to enter into CCH's then-current Services Agreement, which Services Agreement shall set forth the terms and conditions governing the provision of Customization Services.

CUSTOMER INFORMATION

"Customer Information" means any information or content provided to CCH, whether through the acceptance of any content provided on Site Builder, the modification of any such provided content and/or the addition of other content. CCH shall determine, in its sole discretion, the circumstances in which it will allow you to modify any content provided on Site Builder and/or add any other content with respect to your Customer Site. You are solely responsible for all Customer Information on your Customer Site, including without limitation, for regularly monitoring and maintaining all such Customer Information. You may revise and update your Customer Information electronically via CCH's customer support website or as otherwise directed by CCH.

DISCLAIMER OF WARRANTIES

SITE BUILDER, INCLUDING ALL CONSTITUENT ELEMENTS THEREOF, IS PROVIDED "AS IS," "WITH ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND OR NATURE, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES THAT IT OR THEY ARE (A) FREE OF DEFECTS, ERRORS OR VIRUSES, (B) ABLE TO MEET ANY OF YOUR REQUIREMENTS OR THOSE OF ANYONE ELSE, (C) ABLE TO FUNCTION ON AN UNINTERRUPTED BASIS, (D) MERCHANTABLE, (E) FIT FOR A PARTICULAR PURPOSE OR (F) NON-INFRINGEMENT, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION.

CCH AND ITS LICENSORS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE OPERATION OF SITE BUILDER OR THE USE, VALIDITY, ACCURACY OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, ANY ARTICLES, INFORMATION, TOOLS OR OTHER SUCH CONTENT OR MATERIALS ON SITE BUILDER. ANY SUCH MATERIALS MAY BE OUT OF DATE, AND CCH AND ITS LICENSORS MAKE NO COMMITMENT TO UPDATE THE SAME. SITE BUILDER MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. YOU ACKNOWLEDGE THAT CCH AND ITS LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET. CCH DOES NOT WARRANT THAT THE FILES AVAILABLE FOR DOWNLOADING FROM SITE BUILDER, IF ANY, WILL BE FREE FROM INFECTION, VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CCH AND ITS LICENSORS EXPRESSLY DISCLAIM ANY LIABILITY FOR CUSTOMER INFORMATION, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE OR DESTRUCTION OF CUSTOMER INFORMATION, ANY UNAUTHORIZED USE BY ANY THIRD PARTY OF ANY CUSTOMER INFORMATION AND ANY VIOLATION OF ANY OF YOUR PROPERTY RIGHTS OR THOSE OF ANY THIRD PARTY IN THE CUSTOMER INFORMATION. IT SHALL BE YOUR SOLE DUTY AND RESPONSIBILITY TO MONITOR YOUR CUSTOMER INFORMATION TO MAINTAIN ITS ACCURACY AND COMPLETENESS AND TO MAKE ALL CORRECTIONS, MODIFICATIONS, REPAIRS AND REPLACEMENTS WHICH MAY BE REQUIRED IN ORDER TO MAINTAIN YOUR CUSTOMER INFORMATION.

YOU ASSUME ALL RESPONSIBILITIES AND OBLIGATIONS IN CONNECTION WITH YOUR USE OF SITE BUILDER, INCLUDING WITHOUT LIMITATION, WITH RESPECT TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE USE OF SITE BUILDER AND/OR ANY CONTENT PROVIDED THEREON, INCLUDING THOSE TO ANY THIRD PARTY. CCH AND ITS LICENSORS ARE NOT ENGAGED IN RENDERING LEGAL, ACCOUNTING, TAX OR OTHER PROFESSIONAL ADVICE OR SERVICES. IF LEGAL, ACCOUNTING, TAX OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT.

LIMITATIONS OF LIABILITY

CCH AND ITS AFFILIATES AND LICENSORS, AND THE EMPLOYEES, OFFICERS AND/OR AGENTS THEREOF, WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOST PROFITS OR REVENUE; LOSS OF ACCESS TO OR USE OF YOUR CUSTOMER SITE OR ANY CUSTOMER INFORMATION; LOSS OF USE OF DATA OR EQUIPMENT; OR OTHER SIMILAR DAMAGES) ARISING OUT OF THE ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, SITE BUILDER OR ANY CONSTITUENT ELEMENT THEREOF, OR IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF CCH OR ANY OF THE FOREGOING PARTIES HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.

IF, NOTWITHSTANDING THE FOREGOING, CCH SHOULD HAVE ANY LIABILITY FOR ANY LOSS, HARM OR DAMAGE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF SITE BUILDER, CCH'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS SHALL NOT EXCEED THE LESSER OF \$1000 OR THE AMOUNT OF FEES PAID TO CCH BY YOU IN THE PRECEDING SIX (6) MONTHS. YOU ACKNOWLEDGE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION, CCH AND ITS LICENSORS WOULD NOT PROVIDE SITE BUILDER OR ANY PORTION THEREOF.

You agree to defend, indemnify and hold harmless CCH and its affiliates and licensors, and the respective officers, directors, employees, subcontractors, agents, successors and assigns thereof, from and against any and all claims, causes of action, lawsuits, proceedings, losses, damages, costs and expenses (including reasonable legal and accounting fees) arising or resulting from (i) your use of Site Builder; (ii) your violation of this Agreement, including without limitation, any unauthorized use of any content or materials available on or through Site Builder; (iii) any Customer Information; or (iv) your negligence or willful misconduct. CCH reserves the right, at its sole discretion, to assume or participate, at your expense, in the investigation, settlement and defense of any action or claim to which it is entitled to indemnification. No claim shall be settled without CCH's prior written consent unless such settlement includes a complete release of CCH (and/or its affiliates and licensors, as applicable) from all liability and does not contain or contemplate any payment by, or injunctive or other equitable relief binding upon, CCH or its affiliates and licensors.

OWNERSHIP

Site Builder. You acknowledge and agree that CCH and/or its licensors, as applicable, reserve and shall at all times retain, all rights, title and interests (including, without limitation, all copyright, patent, trade secret, trademark and other intellectual property and proprietary and moral rights) in and to Site Builder, all constituent elements thereof (including without limitation, all articles, designs, tools, calculators and other materials and content thereon) and any and all translations, adaptations, developments, enhancements, improvements, customizations or other modifications or derivations thereof and/or related thereto, including without limitation, those resulting from the Customization Services (except to the extent the applicable Services Agreement provides otherwise), and you have no rights whatsoever in or in relation to any of the foregoing other than the limited access and use rights set forth in this Agreement.

Customer Site. You further acknowledge and agree that, subject to the following sentence, the Customer Site, all constituent elements thereof (including without limitation, all articles, designs, tools, calculators and other materials and content thereon) and any and all translations, adaptations, developments, enhancements, improvements, customizations or other modifications or derivations thereof and/or related thereto, including without limitation, those resulting from the Customization Services (except to the extent the applicable Services Agreement provides otherwise), are and shall remain the exclusive property of CCH and/or its licensors, and you shall have no rights therein other than the limited access and use rights set forth in this Agreement. CCH acknowledges and agrees that it shall have no ownership interest in any Customer Information that is original content provided by you (as opposed to, for example, chosen from content provided on Site Builder). You hereby grant to CCH and its affiliates a non-exclusive, non-transferable, royalty-free worldwide license to access, copy, modify, create derivative works from and otherwise use such original Customer Information as necessary or appropriate for CCH to perform its obligations and/or exercise its rights under this Agreement.

TERM AND TERMINATION

Term. This Agreement shall be effective for a period of one year from the date you first establish a username and password to access Site Builder ("**Initial Year**") and shall automatically renew for successive one year periods (each, a "**Renewal Year**") at CCH's renewal fees then in effect, unless terminated as set forth herein. Renewal fees for each successive Renewal Year are payable annually in advance and are non-refundable. Either party shall have the right to terminate the Agreement prior to any Renewal Year upon thirty (30) days' prior written notice.

Termination. This Agreement will terminate automatically without any prior notice from CCH if you violate any of the "Authorized Use and Restrictions" terms of this Agreement. This Agreement may be terminated by CCH upon prior written notice if you fail to comply with any other provision of this Agreement and fail to remedy such failure within fifteen (15) days of the date of such written notice. Upon termination, all rights granted to you hereunder shall immediately terminate and (i) you shall no longer be permitted to access or use Site Builder, or any portion thereof, including your Customer Site and Customer Information, in any manner whatsoever, (ii) CCH shall have no further obligation to host or maintain your Customer Site or any Customer Information thereon, (iii) you shall delete any copies of content from Site Builder and cause such copies to be deleted from any other computer system where you caused such content to be stored and (iv) at your expense, destroy or return to CCH any physical copies of such content in your possession. Termination of this Agreement shall not affect CCH's entitlement to any sums due hereunder. Neither party shall be liable to the other for damages of any sort resulting solely from exercising any right to terminate this Agreement in accordance with the terms hereof. The rights and remedies provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

PAYMENT

All invoiced amounts are due and payable within thirty (30) days after the invoice date. Fees charged hereunder do not include federal, state or local sales, foreign withholding, use, property, excise, service, value added or similar taxes now or hereafter levied, all of which shall be for your account. If CCH or any of its affiliates is required to pay any such taxes, you shall promptly reimburse us for all such amounts. Any fees not paid when due shall be subject to interest charges at the highest rate permitted by applicable law.

GENERAL

Entire Agreement; Modification. This Agreement 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 you notice of any such change. If you do not agree with any such changes, you must immediately cease all access to and use of Site Builder, including your Customer Site and Customer Information, and immediately notify CCH of the same and this Agreement shall terminate immediately. Your continued access to or use of Site Builder or any portion thereof, including your Customer Site and Customer Information, after you have received constructive notice of any such change shall constitute your acceptance of this Agreement as modified. The Agreement may not otherwise be modified or amended except in writing signed by the party against whom the amendment or modification is asserted.

Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois notwithstanding any conflict of laws provisions. You irrevocably and unconditionally (i) consent 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) agree not to commence any litigation arising out of or relating to this Agreement except in the Illinois Courts, (iii) agree not to plead or claim that such litigation brought therein has been brought in an inconvenient forum, and (iv) agree the Illinois Courts represent the exclusive jurisdiction for all disputes relating to this Agreement. EACH PARTY, TO THE 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.

Waiver. Any failure by CCH to enforce any provision of this Agreement shall not be construed as a continuing waiver of any rights under such provision.

Severability. In the event that any portion of this Agreement is held unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

No Assignment. This Agreement and the rights and obligations set forth herein may not be assigned, in whole or in part, by you without CCH’s prior written consent.

Independent Contractors. Nothing in this Agreement will be construed to mean that any party is appointed or in any way authorized to act as an agent of the other party, and, without limiting the generality of the foregoing, neither party will make any representation or warranty to third parties on the other party’s behalf. This Agreement does not create any employer-employee relationship, joint venture, partnership or formal business entity or organization of any kind.

Force Majeure. Except for payment obligations, neither party hereto shall be held liable for the failure to perform any obligation, or for the delay in performing any obligation, arising out of or connected with this Agreement if such failure or delay results from or is contributed to by any cause beyond the reasonable control of such party including, but not limited to, failures or delays caused by the act or omission of any governmental authority, fire, flood, power failure, acts or omissions of carriers, transmitters, or providers of telecommunications or Internet services, industrial or labor dispute, inability to obtain supplies and the like, or breakdown of equipment or other event beyond such party’s reasonable control.

Trial Use. If you are using Site Builder, or any portion thereof, on a trial or evaluation basis as authorized by CCH, you may use Site Builder solely for purposes of evaluating its suitability. Your trial use is subject to all other terms and conditions of this Agreement, including, but not limited to, the Authorized Use and Restrictions. At the conclusion of the trial period, you shall (i)

cease all use of Site Builder; (ii) delete any copies of content from Site Builder and cause such copies to be deleted from any other computer system where you caused such content to be stored; and (iii) at your expense, destroy or return to CCH any physical copies of such content in your possession.

Government Restricted Rights. Site Builder, including all constituents parts thereof, are provided with “RESTRICTED RIGHTS.” Any use, duplication, or disclosure by the government 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.

Digital Millennium Copyright Act (“DMCA”) Notice. CCH respects the copyright interests of others and, as a policy, does not knowingly permit materials on Site Builder that infringe another party’s copyright. If you believe any materials on Site Builder infringe a copyright, you should provide us with written notice that at a minimum contains:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All DMCA notices should be sent to our designated agent as follows:

Erin Sanders

Copyright Agent for CCH Incorporated

Office of the General Counsel

Wolters Kluwer North American Shared Services

2700 Lake Cook Road

Riverwoods, IL 60015

Tel: 847-580-5045

Fax: 847-890-6082

Email: erin.sanders@wolterskluwer.com

CCH may, in appropriate circumstances and at its discretion, terminate the account or access of users who infringe the intellectual property rights of others.