

19700 Janelia Farm Boulevard Ashburn, VA 20147 703.726.5500 www.comsearch.com

## DATA LICENSE NOTIFICATION AND AGREEMENT

Please review the following terms for licensing Comsearch's data products. This license agreement applies to all data products purchased through Comsearch.

This License Agreement is for the use of Comsearch data product(s) for which a license has been purchased through Comsearch ("Products"). Submission of payment constitutes acceptance of this License Agreement. By acceptance of this Agreement and submission of payment, Comsearch grants to you ("Licensee") a nonexclusive license to use the Products within one physical office location of your company or agency. Use of the Products by multiple physical office locations is prohibited without Comsearch's prior written consent. The Products may be used solely by the Licensee and Licensee's employees and contractors who have signed employment or contractor agreements that require the protection of intellectual property to a degree not less than the degree required by this License Agreement. You are NOT permitted to make copies of the Product(s) for resale, lease or rent to any third party, or to reverse engineer or to otherwise develop any derivative products for commercial sale and/or distribution without Comsearch's prior written consent. You may make an unlimited number of hard copy prints of the digital data or its derivatives as required for internal use. The use of the Products is limited to Licensee's internal business.

The Products are a unique and valuable asset of Comsearch, and contain copyrighted data and confidential information that is the exclusive property of Comsearch ("Proprietary Information"). Licensee, its employees, contractors and agents shall maintain the confidentiality of the Proprietary Information and shall not sell, license, publish, display, distribute, disclose or otherwise make available the Proprietary Information to any third party, nor use such Proprietary Information except as authorized by this Agreement. The degree of care used in protection of the Proprietary Information shall match the degree of care that Licensee applies to its own confidential and proprietary information; provided, however, that such care shall in no event be less than reasonable industry standards.

Licensee acknowledges that damages would be an inadequate remedy for a breach of this provision, and that Comsearch shall be entitled to enforce this Agreement by an action for specific performance or for injunctive relief or both, to prevent the breach or continued breach of this provision.

Comsearch believes the Data to be accurate; however, Comsearch assumes no liability for inaccuracies in the Data. Comsearch makes no warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, with respect to the data. Comsearch assumes no responsibility for updating the data under this license. Comsearch's entire liability to Licensee, whether in contract, tort, or otherwise, shall not exceed the licensing fees paid by Licensee for the Data. In no event shall Comsearch be liable for indirect, special, incidental or consequential damages arising out of this Agreement, or any use of the Data. Licensee agrees to indemnify and hold Comsearch harmless for all judgments, costs, expenses, and attorneys' fees incurred by Comsearch as a result of any action, suit, claim or other legal proceeding resulting from Licensee's use of the Data.

The rights and obligations of the parties under this Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia and shall be binding upon the successors and assigns of both parties. Use, duplication, or disclosure by the United States, or any International Governments is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and computer Software clause at DFARS 252.227.7013.