

**RightAnswer.com, Inc. Knowledge Solutions  
LICENSE TERMS AND CONDITIONS**

BY CHECKING THE “I ACCEPT”, YOU AGREE TO ABIDE BY THE FOLLOWING TERMS AND CONDITIONS OR YOUR COMPANY’S OR ORGANIZATION’S EXISTING EFFECTIVE CUSTOM LICENSE GOVERNING THE USE, ACCESS, OR DOWNLOADING OF RIGHTANSWER.COM, INC. (“RIGHTANSWER”, “WE” OR “US”) PRODUCTS. “YOU” MEANS THE PERSON, COMPANY OR ORGANIZATION WHO IS BEING LICENSED TO USE THE PRODUCTS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, ORGANIZATION, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH COMPANY OR ORGANIZATION TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH COMPANY, ENTITY, OR ORGANIZATION. IF YOU DO NOT HAVE SUCH AUTHORITY, OR YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT CHECK THE “I ACCEPT” BOX AND MAY NOT USE THE PRODUCTS. IN THIS AGREEMENT, RIGHTANSWER AND YOU (“YOU”, “YOUR” or “CUSTOMER”) ARE EACH REFERRED TO AS A “PARTY” AND ARE COLLECTIVELY REFERRED TO AS THE “PARTIES.”

**TABLE OF CONTENTS**

1. [SCOPE](#)
2. [DEFINITIONS](#)
3. [LICENSE GRANT AND RESTRICTIONS](#)
4. [PROPERTY RIGHTS](#)
5. [TERMINATION](#)
6. [FEES & PAYMENTS](#)
7. [WARRANTIES](#)
8. [MISCELLANEOUS](#)
9. [FOR U.S. GOVERNMENT CUSTOMERS](#)
10. [FOR TRIAL LICENSE USERS](#)
11. [COUNTRY-UNIQUE TERMS](#)

## 1. SCOPE

[▲ return to top](#)

This License Agreement, your Custom License, and all Order Documentation, if applicable, is a binding contract between RightAnswer.com, Inc. and You, the Customer (hereafter known as the “Agreement”). All access to and use of the Product(s) delivered via the website are subject to this Agreement and to the [Privacy Policy](#) and [Website Terms and Conditions](#) which you should also read carefully. All access to and use of the Product(s) delivered via other media are subject to the terms and conditions of this Agreement and as posted on the Media.

RightAnswer has signed agreements with certain organizations and distributors (called “RightAnswer Business Partners”) to promote and market Products. When Customer orders Products marketed to Customer by RightAnswer Business Partners, RightAnswer will provide Products and support to Customer under the terms of this Agreement. RightAnswer is not responsible for 1) the actions of RightAnswer Business Partners, 2) any additional obligations they have to Customer or 3) any products or services that they supply to Customer under their agreements. In the event that Customer’s RightAnswer Business Partner is no longer able to market Products, for any reason, Customer may continue to receive Products under the terms of this Agreement by instructing RightAnswer to transfer administration of Products and support to either 1) another RightAnswer Business Partner of Customer’s choice (who may require Customer to first execute one of their agreements) who is approved to market Products to Customer, or RightAnswer.

## 2. DEFINITIONS

[▲ return to top](#)

“Concurrent Users” means Users of Customer which are/may be simultaneously logged-in to the Product, but excluding the potential Registered Users which may have access to the Product but have not initiated connection/log-in to the Product. Concurrent Users use is restricted by the number of Users who may be connected/logged in to the Product and the number of authorized Concurrent Users will be identified in the Order Documentation.

“Custom License” means You or Your company’s or organization’s existing effective customer license agreement (signed on or after January 1, 2011, or in some cases with effective multi-year agreements before January 1, 2011) governing the access, use or download of the Products.

“Fees” means the amount Customer owes for the subscriptions and services to RightAnswer or distributor for use of the Products pursuant to this Agreement.

“Individual User” means a single User who has their own access and use rights to the Product(s) and who may not share their access and use rights with others.

“Internet” means a conglomeration of networks and servers operated by distinct entities having no legal business relationship with RightAnswer.

“Internet Site” means the RightAnswer site on the Internet located at the domain [www.RightAnswerKnowledge.com](http://www.RightAnswerKnowledge.com) or at a location subsequently provided to Customer.

“Invoice” means the invoice provided by RightAnswer to Customer outlining the amounts owed to RightAnswer by Customer. The Invoice may contain additional terms or conditions for use, access or download of the Products where applicable.

“License” means the license granted to Customer to access and use the Products solely on the Platforms by the appropriate Users for purposes pursuant to the terms and conditions set forth in the Agreement and applicable Order Documentation.

“Media” means the various media format(s), other than delivery via the Internet, in which the Product(s) may be provided, including but not limited to, USB memory stick, CD ROM, DVD, or a download process. Each individual copy of the Products on the Media is considered one (1) copy of the Products and Media. For example, five (5) USB memory sticks is equal to five (5) copies of the Products.

“Order Documentation” means any proposal, renewal, registration, order, Invoice or other form or paperwork related to purchasing access and use of the Product(s). Order Documentation may contain subscription specific terms and conditions such as Products included, Platform(s) or Media type, Subscription Term or Period, Fees, number of Media copies, number of Users, types of Users (such as Concurrent and/or Individual Users) or other means to measure access.

“Platform” means central processing unit (“CPU”), USB Drive, DVD, CD ROM, Tape, Internet Site, Internet, Intranet, flat files, personal digital assistant (“PDA”), server or other electronic means or media for accessing the Products as set forth in this License Agreement or Order Documentation(s).

“Product(s)” means content such as databases and documents, which may be accompanied by documentation, and which RightAnswer may create and/or license from third parties which RightAnswer licenses for to You for use, access, or download under this Agreement. Products include Updates.

“Proprietary Information” means the Products and other materials that are provided or disclosed by RightAnswer in connection with this Agreement or Order Documentation that contain confidential and proprietary information of RightAnswer and its licensors that is not in the public domain, that is of commercial value to Right Answer because of it not generally being known, and which is the subject of efforts reasonable under the circumstances to maintain its secrecy or confidentiality, including but not limited to, technical and non- technical data, marketing and promotional information, software programs and code (regardless of form or language) methods, techniques, strategies, processes, customer and supplier lists, trade secrets, distribution methods, and pricing and financial data relating to RightAnswer. Proprietary Information includes all

copyrights, trademarks and other proprietary rights in connection therewith.

“Seat License” means a license to use the Products with a maximum defined amount and type of Users. A Seat License can either have Concurrent Users or Individual Users or both Concurrent and Individual Users. The maximum number of Concurrent Users or Individual Users with respect to each Seat License shall be set forth in the applicable Order Documentation. A Seat license does not include access or use for employees, contractors, or any users in other legal entities, subsidiaries, or companies, or organizations that operate separately from the Customer, whether they are owned all or in part by the Customer unless that access or use is on behalf of the Customer and for Customer’s activities.

“Subscription Term” or “Subscription Period” means the period of time as set forth in the applicable Order Documentation.

“Registered Users” means the total number of Users in the pool of Users of Customer which may/will have access to the Product, regardless of actual connection/log-in status. The number of Registered Users allowed may be defined in Order Documentation.

“Trial License Agreement” means a license granted to Customer to use the Products solely on the Platforms by the appropriate Users for purposes pursuant to the terms and conditions set forth in this Agreement at no cost to User for a trial period of no more than ninety (90) days.

“Users” means Customer’s employees, contractors, consultants, or students who are authorized to use the Products under the Agreement and who are trained or training in the fields for which the Products are being utilized and who have been provided their own individual user identification (“User ID”) and a password (“PW”) in order to access and use Products via the Internet or who have been provided a copy of the Media and are authorized to use that copy based on the subscription purchased.

“Updates” means subsequent releases of the Products that are generally made available to Customer at no additional charge, and which are subject to the terms of the License Agreement. Updates shall be made at RightAnswer’s sole discretion and shall not include any major modifications or future products that RightAnswer, in its sole discretion, determines to license for a separate license fee.

### 3. LICENSE GRANT AND RESTRICTIONS

[▲return to top](#)

A. RightAnswer hereby grants Customer a limited, non-exclusive license to access and use the Products indicated in and pursuant to terms of the Agreement, solely for the Customer’s legitimate internal business purposes during the Subscription Term. Customer shall only use and allow its Users to use the Products on the Platforms as Licensed under the Agreement and for which it has paid the applicable Fees. Internet access Users will need to register to use

Products online. Users may not share user IDs or passwords. Users may not share copies of Media with unauthorized users.

- B. Customer may permit no more than the maximum number of Users, viewers, accounts, desktops, seats, downloads, logins, or IDs specified in the applicable Order Documentation. Customer may reallocate logins, IDs, accounts, desktops, or seats, as applicable to the specific Products, to different Individual Users or viewers, as reasonable and appropriate, from time to time for situations such as employee turnover. You may not access the Products if you are (or acting on behalf of) a direct competitor of RightAnswer or its Licensors, except with prior written consent. In addition, you may not access the Products for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes.

*(i) If Customer is an educational institution, then the following shall apply:* The Products are intended solely for demonstration purposes and for the purpose of training students in the use of the Products, not for clinical purposes, and not for emergency response purposes. The Products are to be used under the supervision of Customer's teaching staff. Customer acknowledges and agrees that the Products may only be used by Users.

*(ii) If Customer is engaged in medical care, then the following shall apply:* The Products may only be used by Users and may only be used by Users who are competent healthcare professionals who rely on their clinical discretion and judgment in diagnosis and treatment may use the Products for medical diagnosis or treatment purposes. As between Customer and RightAnswer, Customer hereby assumes full responsibility for ensuring the appropriate use and reliance upon the Products in view of all attendant circumstances, indications and contraindications.

- C. RightAnswer may periodically deliver Updates to Customer. For Platforms controlled, hosted or otherwise maintained by Customer, Customer shall install the Updates within fourteen (14) days of notice of availability. Customer shall be allowed to keep one (1) copy of the superseded material for legal archival purposes; Customer shall destroy all additional copies of the Product.

- D. RightAnswer expressly reserves the exclusive right to, without notice, at any time and from time to time (i) offer new, additional, or substitute products and services; (ii) modify, amend, or discontinue offering all, part, or any particular Products or services; and (iii) post a revised version of this Agreement on the website located at [www.RightAnswer.com](http://www.RightAnswer.com). If RightAnswer ceases to distribute a Product, RightAnswer shall provide as much notice as is reasonably possible, whereupon, the license shall terminate as to such Product. RightAnswer, in its sole discretion, may return to Customer a pro rata refund of the portion of the prepaid Fee, less any applicable costs, attributable to the terminated Product and has no other obligation regarding Products terminated during the Subscription Term. RightAnswer reserves the right, in its sole discretion, to change, modify, add or remove any portion of these terms and conditions of the

Agreement, Privacy Policy, or Website Terms and Conditions, in whole or in part, at any time. Changes in these terms and conditions will be effective when posted on the RightAnswer website located at [www.RightAnswer.com](http://www.RightAnswer.com). Your continued use of the Product(s) or content after any changes are posted will be considered acceptance of those changes. RightAnswer may, from time to time during the login process, require your review and acceptance of these terms and conditions including any updates if you are accessing the Products via the Internet, or quarterly via other Media.

- E. The Products may only be utilized for Customer's own internal use unless otherwise authorized by RightAnswer in writing or as posted at [www.RightAnswer.com](http://www.RightAnswer.com). By way of clarification, you may: (i) make one (1) copy of the media and only if that copy is needed in order to utilize the Products, (ii) copy limited excerpts of information from the Product into any other medium for internal use only, or (iii) print information derived thereof for internal use only.
- F. Unless otherwise expressly permitted in this Agreement, authorized in writing by RightAnswer or as posted at [www.RightAnswer.com](http://www.RightAnswer.com), Customer shall not directly or indirectly: (i) modify the content of the Products, (ii) copy, download, upload or in any other way reproduce the Products in any form, (iii) sell, distribute, sublicense, provide access to, or transfer the Products, in whole or part, to a third party (including, without limitation, by facsimile or electronic means); (iv) create compilations or derivative works, or reverse engineer, decompile or disassemble any part of the Products; (v) use any version of the Products other than the most current version; (vi) use the Products for the benefit of a third party or give any third party beneficial use of the Products, including, without limitation, any parent, subsidiary, or affiliated company, without the express written consent of RightAnswer; (vii) modify or remove any copyright, trademark, disclaimer notices, proprietary markings or restrictive legends placed on the Products; or (viii) use the Products or any portion of the Products for commercial use, including without limitation, for publication, broadcasting, rewritten, redistributed or used to create original content for publication. RightAnswer reserves the right to embed an automatic shutdown feature or disable access to the Products, which will render the Products inoperable beyond the scope of the Agreement.

#### 4. PROPERTY RIGHTS

[▲return to top](#)

- A. Customer shall hold all Proprietary Information in strict confidence and shall at all times use at least a reasonable standard of care to maintain the proprietary and confidentiality nature thereof. Customer shall not, nor permit others to, provide, disclose, or otherwise make Proprietary Information available to, or accessible by, any person other than Users. Customer shall take appropriate security precautions to effect its obligations under this Section 3(A).
- B. Upon expiration or termination of any License under this Agreement, Customer shall, within seven (7) days of such expiration or termination, delete the Products and all copies thereof. No copies of the applicable Products, except for that kept for legal or regulatory archival purposes,

may be retained by Customer following such expiration or termination. Notwithstanding the foregoing, Customer shall have no obligation to destroy work product of Users produced in accordance with the terms and conditions of this Agreement.

- C. During the period of this Agreement, and for a period of no more than sixty (60) months following expiration or termination thereof, Customer agrees to permit RightAnswer or third party licensors to inspect, during regular business hours and upon prior notice, the point or points at which the Products are or were used and to furnish whatever assistance is reasonably necessary to permit RightAnswer or third party licensor to determine Customer's compliance or the extent of Customer's noncompliance with this Agreement. Customer shall maintain complete and accurate books and records with respect to all Products.
- D. Customer shall ensure that any notices, including without limitation, copyright, trademark, and disclaimer notices supplied to Customer by RightAnswer or its third party licensors for the Products, shall be used in compliance with any instructions contained in the Products and shall appear in a conspicuous manner on the Products, any portion, or excerpts of the Products, and/or on all printed materials from the Products.
- E. Nothing in this Agreement shall convey or otherwise transfer title to any Proprietary Information or any modifications within the functionality of the Products to Customer, Customer's Users or any other third party.

## 5. TERMINATION

[▲return to top](#)

In the event of a breach of this Agreement by either Party, the other may, in addition to pursuing all other legal remedies, terminate the License to which the breach is applicable, upon thirty (30) days' prior written notice unless the breach is cured within such time. In the event the breaching Party is Customer, RightAnswer may elect to cease to provide a Product until the breach is cured. In the event Customer terminates a License due to a breach by RightAnswer, then as its sole obligation, RightAnswer may, in its sole discretion, provide Customer a pro-rata refund of the applicable prepaid Fees, less applicable costs. Notwithstanding the above, RightAnswer may terminate this Agreement at any time for any reason effective immediately upon notice.

## 6. FEES AND PAYMENT

[▲return to top](#)

A. Customer shall pay RightAnswer (or its distributor if applicable) all Fees due as defined in applicable Invoice(s). All Fees are exclusive of applicable state or local sales, use, ad valorem, personal property, value-added taxes or other taxes. Customer shall pay any such taxes, unless exempt. However, this Section 6(A) does not apply to, and Customer has no obligation under this Agreement or otherwise to pay or reimburse distributor or RightAnswer for any taxes imposed on the income of either.

- B. All Fees due under this Agreement and applicable Invoices are payable in United States currency (unless otherwise stated on the Invoice) on or before the due date. RightAnswer may, in addition to all other legal or equitable remedies, subject any amount not paid when due to a late payment fee equal to the lesser of 1½% of the unpaid amount per month, or the maximum rate allowed by applicable law. Failure to pay the entire amount when due may also result in RightAnswer disabling access to the Products or withholding the Updates until Customer's account is current.

## 7. WARRANTIES

[▲return to top](#)

- A. For Platforms involving Media shipped to Customer, RightAnswer warrants that, for a period of ninety (90) days after the date of shipment ("Warranty Period"), the Media will be free from material defects and will be of a quality suitable to provide access to the data content when used on the appropriate Platform. The sole obligation of RightAnswer under the Warranty Period is to replace the nonconforming media within a reasonable time, or give Customer a pro rata refund of the Fees, at the option of RightAnswer, provided that Customer has given RightAnswer written notice of such defect within the Warranty Period.
- B. For Products involving access via the Internet, RightAnswer maintains equipment and services including backup Internet host server(s), high-speed access lines, automatic switchover redundancy, hardware redundancy, robust and redundant infrastructure systems within the Internet services provider and multiple connections to the Internet backbone. Notwithstanding the above, RightAnswer makes no guarantee as to the availability of the Internet for delivery or access to the Products.
- C. RightAnswer shall indemnify Customer and hold it harmless against all claims and damages (including, without limitation, reasonable attorneys' fees) which Customer incurs as a result of any claim against Customer that the Products infringe any copyright or proprietary right of any third party, provided that: (i) Customer notifies RightAnswer promptly in writing of the assertion of such claim; (ii) RightAnswer has sole control over the defense or settlement of such claim; and (iii) use of the Products has been in accordance with the terms of the Agreement. Notwithstanding the foregoing, RightAnswer shall not be so obligated should the infringement occur as the result of: (a) a combination with, or the addition of, products not developed or supplied by RightAnswer, and/or (b) a modification of the Products after delivery by RightAnswer, if the infringement would not have occurred without such combination, addition and/or modification. In the event of a claim for infringement, RightAnswer reserves the right to terminate Customer's right to the allegedly infringing Products and as its sole obligation and in its sole discretion, either to replace such with substantially similar products or to terminate the License and provide to Customer a pro rata refund of the applicable portion of the Fees.
- D. RightAnswer believes that the information contained in the Products has been obtained from reliable sources. However, except as provided otherwise in this Agreement, THE PRODUCTS ARE



PROVIDED 'AS IS' AND 'AS AVAILABLE' FOR USE, WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE WHATSOEVER IS MADE REGARDING THE PRODUCTS. RIGHTANSWER AND ITS THIRD PARTY LICENSORS MAKE NO WARRANTY THAT THE PRODUCTS WILL PERFORM WITHOUT INTERRUPTION OR FREE FROM ERRORS. RIGHTANSWER AND ITS THIRD PARTY LICENSORS MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY, RELIABILITY, TIMELINESS, USEFULNESS OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE PRODUCTS.

- E. IN NO EVENT WILL RIGHTANSWER OR ITS THIRD PARTY LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM OR CAUSED BY USE OF, RELIANCE ON, OR INABILITY TO ACCESS AND USE ANY INFORMATION CONTAINED IN THE PRODUCTS, EVEN IF RIGHTANSWER OR ITS THIRD-PARTY LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
- F. In any action against RightAnswer or its third party licensors arising out of, related to, or in any way connected with this Agreement or with respect to the Products, services, or any other products and/or services furnished to Customer under this Agreement or otherwise, Customer shall not be entitled to recover any sum as damages, reimbursement, contribution, indemnity or otherwise, in excess of the total of all payments made by Customer to RightAnswer under this Agreement during the twelve (12) months immediately preceding the date on which the claim arose.
- G. Regardless of the form of action, no action arising from the Agreement may be brought by Customer more than twelve (12) months after the cause of action arises.
- H. Customer agrees to indemnify RightAnswer and hold harmless against all claims and damages including, without limitation, reasonable attorneys' fees, arising out of, related to, or in any way connected with any use of the Products, unless such claims or damages result from the infringement of any copyright or other proprietary right of any third party (except if due to non-compliance of the Agreement by Customer or a combination, addition or modification by Customer)

## 8. MISCELLANEOUS

[▲return to top](#)

- A. This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements between the Parties with respect to the subject matter hereof and shall not be modified, amended or changed except by a writing signed by both Parties. Any terms or conditions appearing on the face or reverse side of any of Customer's purchase orders, acknowledgments or confirmations that are different from or in addition to those required hereunder shall not be binding on the parties, even if signed and returned, unless both Parties hereto expressly agree in a separate writing to be bound by such separate or additional terms and conditions. In the event of any conflict between this Agreement, the applicable Order

Documentation, Privacy Policy, or the Website Terms and Conditions, the terms of the Order Documentation shall prevail and control.

- B. This Agreement shall be binding upon Customer and Customer's Users, employees, officers and agents. The rights and obligations of Customer hereunder may not be transferred, sublicensed or assigned to any other person, entity or individual without the express written approval of RightAnswer, which approval shall not be unreasonably withheld; provided, however that RightAnswer may, upon written notice to Customer, assign or transfer this Agreement, or any rights and obligations to an Affiliate of RightAnswer or a third-party successor to all or substantially all of the assets of RightAnswer, in each case without the prior consent of Customer.
- C. This Agreement will be governed by, and construed in accordance with, the laws of the State of Michigan, USA, as applicable to agreements made and wholly performed within that state regardless of the place, time or sequence of its execution. The Parties agree that the law of the State of Michigan, USA will apply despite any choice of law statute, rule or precedent that would apply the law of any other jurisdiction.
- D. Any controversy, claim, or dispute ("Dispute"), including but not limited to those related to interpretation, enforceability, validity, and construction, shall be determined under the laws of the State of Michigan, USA without regard to its conflict of law provisions. In the event of a Dispute, a Party shall provide written notice to the other Party and, for a 30-day period following delivery of such notice, representatives of the Parties with decision-making authority shall negotiate in good faith to resolve such Dispute. If such representatives fail to resolve the Dispute within such 30-day period, then the Dispute shall be submitted to the exclusive jurisdiction of the court located in Midland County, Michigan, USA.
- E. Regardless of Customer's geographic location, Customer acknowledges that a breach of any term of this Agreement could result in irreparable injury to RightAnswer and its business for which monetary damages may not be sufficient, and agrees that RightAnswer will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other equitable relief, as well as such further relief at law as may be proper from a court of competent jurisdiction, as determined by RightAnswer.
- F. Notice. Any notice to be given under this Agreement from RightAnswer.com shall be in writing and shall be sent by first class mail, courier, express service, or by e-mail, which provides the sender with written proof of delivery, to RightAnswer: RightAnswer.com, Inc., 2900 Rodd Street, P.O. Box 1911, Midland, MI 48641, USA., Attention: Vice President of Operations, E-Mail: [rasupport@rightanswer.com](mailto:rasupport@rightanswer.com) and to Customer: To the last physical or e-mail address provided to RightAnswer on the Order Documentation or during registration to use, access, or download the Products. RightAnswer will send an e-mail to Customer within 24 hours after Customer accepts these terms and conditions. Unless Customer notifies RightAnswer that they

did not receive the e-mail within 48 hours after Customer accepts these terms and conditions, RightAnswer will assume RightAnswer has the correct e-mail on file for Customer.

- G. Both Parties represent and warrant that this Agreement will be performed in material compliance with all applicable laws and regulations, including laws and regulations related to safety, health, the environment, OSHA, fair labor practices and unlawful discrimination. Customer shall comply with all local laws and regulations of a country, while in that country and shall comply with all provisions of any applicable export laws of the United States Government.
- H. In the event a court finds any provision of this Agreement to be invalid, void or unenforceable, the remainder of this shall remain valid and enforceable according to its terms.
- I. Should Customer or RightAnswer fail to exercise or enforce any provision of this Agreement or to waive any rights in respect thereto, such waiver or failure shall not be construed as constituting a continuing waiver or waiver of any other right.
- J. Nothing herein shall be construed to create a partnership, joint venture or agency relationship between the Parties. Each Party shall be solely responsible for their payment of all compensation owed to its employees, as well as employment related taxes and benefits.
- K. Except for payment obligations hereunder, neither Party shall be liable or deemed to be in default for any delay or failure in performance hereunder to the extent resulting, directly or indirectly, from acts of God, terrorism, or civil insurrection, strikes or other organized labor interruption, telecommunications or utility interruptions or failures, fire, explosions, floods, or other natural disasters, any similar cause or any third party beyond the reasonable control of such Party; and any delay or failure of the other Party to fulfill its obligations hereunder.
- L. As applicable to International Agreements, the Parties hereby disclaim the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.

#### **9. FOR U.S. GOVERNMENT USERS**

[▲return to top](#)

This is a commercial item agreement. Pursuant to (FAR) 52.122-5(e)(1) and FAR 52.244-6 concerning the acquisition of commercial items, RightAnswer only accepts the following provisions (1)FAR 52.219-8, (2)FAR 52.222-26, (3) FAR 52.222-35, (4) FAR 52.222-36, (5) FAR 52.222-41, (6) FAR 52.222-41, and (7) FAR 52.247-64.

#### **10. FOR TRIAL LICENSE USERS**

[▲return to top](#)

If Customer is using Products under a free trial period: RightAnswer hereby grants Customer and

Customer accepts a limited, non-exclusive trial license to access, use, or download the Products pursuant to the terms of this Agreement only. Upon completion of the trial period (which will not be extended beyond ninety (90) days) or termination of this Agreement, Customer shall cease to access the Products and the password shall be deactivated. Customer shall remove any Products or other information regarding Products from all of Customer's equipment. In order to access the Products after the end of the trial period, Customer must purchase a License.

## LICENSE TERMS AND CONDITIONS

### Country-unique Terms

#### AMERICAS

[▲return to top](#)

The following terms apply to **all Americas countries (except Brazil, Canada and the United States)** unless a specific country term states otherwise:

##### 6. Fees and Payment

If Customer orders the subscription directly from RightAnswer, and not a distributor, the following replaces Section 6:

Amounts are due upon receipt of invoice and payable as RightAnswer specifies in a transaction document. The currency for payment of amounts due is US dollars or the equivalent in local currency as follows:

- (a) As long as the country operates in a free currency exchange market, Customer and RightAnswer agree that RightAnswer will accept payment in the applicable country national currency calculated at the country official exchange rate published by the bank specified in a transaction document on the date payment is made.
- (b) If the government of a country establishes any restriction or limitation on its free currency exchange markets, Customer agrees to make payments to RightAnswer in US dollars to a bank account in the USA, designated by RightAnswer in the transaction document, provided that such payment is not illegal under country law. If such method of payment is forbidden by country law, Customer agrees to pay the amount indicated in the transaction document in country national currency, calculated at the official exchange rate which is in use for the remittance of dividends and net earnings to foreign investors outside the country.

Customer agrees to pay accordingly, including any late payment fee. The late payment fee is calculated and payable in US dollars at two percent (or the maximum rate allowed by local law if such is less than two percent) of the delinquent amount due per each thirty day period during which any delinquent balance remains unpaid. Failure to pay the entire amount when due may also result in RightAnswer disabling access to the Products or withholding the Updates until Customer's account is current.

All additional terms apply to the referenced country.

#### BRAZIL

##### 6. Fees and Payments

If Customer orders the subscription directly from RightAnswer, and not a distributor, the following replaces Section 6 B:

Amounts are due upon receipt of invoice and payable in local currency as RightAnswer specifies in a transaction document. Customer agrees to pay accordingly, including any late payment fee. Delinquent amounts are subject to monetary correction based on the inflation index called the "General Price Index" calculated by Getulio Vargas Foundation (IGP-M/FGV), plus interest at the rate of one percent per month, both calculated "pro rata die." The late payment fee is calculated against the resultant delinquent amount at the following rates:

- (a) if payment is made between the 31st day and the 60th day from invoice date, a two percent late payment penalty applied to the resultant delinquent amount, or
- (b) if payment is made 61 or more days from invoice date, a ten percent late payment penalty ten percent applied to the resultant delinquent amount.

##### 3. License Grant and Restrictions

*The following replaces section D in its entirety:*

In order to maintain flexibility in our business relationship, the terms of this Agreement may be changed upon execution of an amendment and the changes shall apply as of the effective date

specified in the amendment. They apply only to new orders, on-going transactions that do not expire, and transactions with a defined renewable contract period. For transactions with a defined renewable contract period, Customer may request that RightAnswer defer the change effective date until the end of the current contract period.

## ASIA PACIFIC

### AUSTRALIA

#### 6. Fees and Payment

*If Customer orders the subscription directly from RightAnswer, and not a distributor, the following replaces the applicable parts of Section 6:*

*The following paragraph is added after item 6.A.:*

All charges or other amounts payable under this Agreement are specified to include applicable goods and services tax ("GST").

*The following paragraph replaces the second and third sentences in section 6.A.:*

If any government or authority imposes a duty, tax (other than income tax), levy, or fee, on the Agreement or on the Product itself, that is not otherwise provided for in the amount payable, Customer agrees to pay it when RightAnswer invoices Customer. If the rate of GST changes, RightAnswer may adjust the charge or other amount payable to take into account that change from the date the change becomes effective.

#### 7. Warranties

*The following paragraph is added as the first paragraph of this section:*

The warranties specified in this section are in addition to any rights Customer may have under the Trade Practices Act 1974 or other legislation and are only limited to the extent permitted by the applicable legislation.

### HONG KONG S.A.R.

*As applies to transactions initiated and performed in Hong Kong S.A.R., phrases throughout this Agreement containing the word "country" (for example, "country of acquisition" and "country of installation") are replaced with "Hong Kong S.A.R."*

### INDONESIA

#### 5. Termination

*The following paragraph is added at the end of the section:*

RightAnswer and Customer both waive in this regard, the provision of article 1266 of the Indonesian Civil Code to the extent the article provision requires such court decree for the termination of an agreement creating mutual obligations.

### JAPAN

#### 11. Termination

*The following paragraph is added to this section:*

When all or a substantial portion of either party's assets, credits or business are so changed as to make continued performance of that party's obligations impracticable or impossible, the other party may terminate this Agreement with prior notice.

### MACAU S.A.R.

*As applies to transactions initiated and performed in Macau S.A.R., phrases throughout this Agreement containing the word "country" (for example, "country of acquisition" and "country of installation") are replaced with "Macau S.A.R."*

## NEW ZEALAND

### 9. Warranties

*The following paragraph is added as the first paragraph of this section:*

The warranties specified in this Part are in addition to any rights Customer may have under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods or services which RightAnswer provides, if Customer requires the goods or services for the purposes of a business as defined in that Act.

## TAIWAN

*As applies to transactions initiated and performed in Taiwan, phrases throughout this Agreement containing the word "country" (for example, "country of acquisition" and "country of installation") are replaced with "Taiwan."*

## EUROPE, MIDDLE EAST, AFRICA (EMEA)

### EUROPE

**The following terms apply to all countries in Europe (meaning: (i) all EU member states; (ii) Iceland, Liechtenstein, Norway, and Switzerland; and (iii) any other country (e.g., Turkey) that has enacted local data privacy or protection legislation similar to the EU model).**

### 8. Miscellaneous

*The following is added as subsection M; for certain specific countries expressly listed below, further amendments also apply:*

**Business Contact Information** means business-related contact information disclosed by Customer to RightAnswer, including names, job titles, business addresses, telephone numbers and email addresses of Customer's employees and contractors.

**Business Contact Personnel** means the Customer employees and contractors to whom the Business Contact Information relates.

**Data Protection Authority** means: (i) the national authority established by the domestic legislation implementing EU Directive 95/46/EC in the applicable country; or (ii) in any country where no such authority has been established, the European Commission or the national authority responsible for (a) regulating the use and protection of personal data, and (b) the regulation of electronic communications involving personal data.

**Data Protection & Electronic Communications Legislation** means the relevant specific domestic legislation and associated regulation(s) passed in the applicable country pursuant to

(a) Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and (b) Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications) or (in either case) any statutory replacement or modification thereof. For non-EU countries, it means the relevant specific country legislation and associated regulation(s) passed in the applicable country relating to (i) the use and protection of personal data and (ii) the regulation of electronic communications involving personal data, or (in either case) any statutory replacement or modification thereof.

**RightAnswer Group** means RightAnswer.Com, Inc. Midland, Michigan USA, its subsidiaries, and their respective Business Partners and subcontractors. RightAnswer Group entities are principally providers of information technology, including software products, services, consultancy, and other related activities.

- (1) Customer authorizes RightAnswer to process and use Business Contact Information for the purpose of furthering the business relationship between Customer and RightAnswer Group, including the marketing of products and services (the "**Specified Purpose**").
- (2) Customer agrees that Business Contact Information may be disclosed to, and processed and used by, RightAnswer Group in pursuit of the Specified Purpose.
- (3) RightAnswer agrees that all Business Contact Information will be processed in accordance with the applicable Data Protection & Electronic Communications Legislation and will be used only in accordance with the Specified Purpose.

- (4) To the extent that the Data Protection & Electronic Communications Legislation requires them, Customer represents that it has obtained (or will obtain) such consents from and has issued (or will issue) such notices to, the Business Contact Personnel as are necessary in order to enable the RightAnswer Group to process and use the Business Contact Information to contact them, including by email, in accordance with the Specified Purpose.
- (5) Customer consents to RightAnswer transferring Business Contact Information outside the European Economic Area, provided that any such transfer is made on contractual terms approved by the Data Protection Authority as ensuring adequate safeguards for the rights and freedoms of data subjects.

*Except that In ITALY, item (1) above is replaced with the following:*

Customer authorizes RightAnswer to process and use Business Contact Information for the purpose of furthering the business relationship between Customer and RightAnswer Group, including the marketing of products and services (the “Specified Purpose”), on the basis of an “Informative Notice” given by RightAnswer to Business Contact Personnel and the related obtained consent, whenever required by law.

*And item (4) above is replaced with the following:*

To the extent that the Data Protection & Electronic Communications Legislation requires it, Customer agrees to cooperate with RightAnswer (as Data Controller) in sending an “Informative Notice” to Business Contact Personnel (as Data Subjects) and obtaining their consent for RightAnswer Group to process and use the relevant Business Contact Information to contact such Personnel, including by email, in accordance with the Specified Purpose.

*In TURKEY, the following phrase is deleted from item (5) above  
outside the European Economic Area”*