

## LICENSE AND SUBSCRIPTION AGREEMENT

AS OF MAY 20, 2009

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- 2. <u>You</u> have been given a user name and password that are personal to <u>You</u>. <u>You</u> are not authorized or entitled to give <u>Your</u> user name and/or password to anyone else. As a general rule, <u>Your</u> right to access the <u>Site</u> and use the <u>Site Services</u> is restricted to the geographic location specified in <u>Your</u> subscription agreement with <u>IDC</u>. <u>IDC</u> has the right to monitor <u>Your</u> usage of the <u>Site</u> to ensure <u>Your</u> compliance with this <u>Agreement</u>. <u>IDC</u> reserves the right to terminate <u>Your</u> right to access the <u>Site</u> and the <u>Site Services</u> at any time and for any reason (subject to <u>IDC's</u> obligation to refund to <u>You</u> a pro rata portion of <u>Your</u> subscription price.)
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    - "Agreement" means this Agreement.
- \* "<u>Damages</u>" means any and all damages, losses, liabilities, judgments, settlements and costs, including reasonable attorneys' fees and out-of-pocket expenses.
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- \* "Site Services" means any service, content and/or other materials displayed on, or accessed through, the Site, including, but not limited to, any information or service provided by any <u>Data Provider</u> to the <u>Site</u>.
  - \* "Third Party Data" means any information or data provided by any <u>Data Provider</u>.
  - \* "You" or "Your" means the entity or organization that is the subscriber to the Service.