

## TOWERDATA WEB SERVICES AGREEMENT

This WEB SERVICES LICENSE AGREEMENT (“Agreement”) is an agreement by and between TowerData, Inc., a Delaware corporation located at 379 Park Ave South, 5<sup>th</sup> Floor, New York, NY 10011, USA (“TowerData”) and the customer referred to in the Order Confirmation (“Customer”).

**WHEREAS**, TowerData develops and provides specialized software for data quality and provides related services, and TowerData has partnered with QAS Ltd. (“QAS”) to resell and support these services. Subject to the terms set forth below, Customer desires to obtain the right to use certain of the specialized software developed by TowerData, and TowerData desires to grant Customer the right to use certain of the specialized software developed by TowerData and to provide certain related services to Customer, as more fully described herein.

**NOW, THEREFORE**, in consideration of the above premises and the mutual agreements set forth below, the parties agree as follows:

1. **Services.** The TowerData Real-Time Web Services (the “Services”) are a computer system that enables users to validate, correct, and enhance customer data. Subject to the terms of this Agreement (including without limitation Section 2 below), TowerData will provide Customer with access to the Services in accordance with the terms and conditions of this Agreement. TowerData will provide Customer with any updates, enhancements, modifications, or corrections to the Services. TowerData has the right, at its sole discretion, to add, modify, or delete different features of the Services from time to time.

2. **Grant of License.** For the term of this Agreement, TowerData hereby grants to Customer a nonexclusive, non-transferable, non-assignable, revocable license, without the right to sublicense or assign, to access and use the Services solely in connection with Customer’s business operations. The Services may incorporate or include certain software and data developed and licensed to TowerData by third parties, in which case TowerData hereby grants to Customer to the maximum extent possible the rights that TowerData is permitted to grant under the license between TowerData and the applicable third party.

3. **Term:** This Agreement will be effective as of the date of commencement of your right to use the Services, as specified in the form provided by QAS entitled Order Confirmation (“Order Confirmation”) and will remain active for a term of one (1) year. In the event that number of clicks specified on the Order Confirmation are exceeded before one (1) year has passed, Customer is liable for the additional cost of such Clicks. If the number of clicks specified on the Order Confirmation is not used during the one (1) year term, they will expire at the end of the term. After the initial one (1) year term, this Agreement may be extended for an additional one (1) year term, unless terminated in accordance with Section 10 of this Agreement.

4. **Restrictions on Use:** Customer represents, warrants and covenants that Customer will not sell, re-sell, distribute, transmit, display, disclose, divulge, reveal, report, publish or transfer the Services to any third party or reproduce or create derivative works based upon the Services, or any portion thereof. Customer further represents, warrants and covenants that neither Customer nor any of its employees, subcontractors or other personnel will attempt to reverse engineer, reverse assemble, disassemble, decompile, or otherwise attempt to discover the source code of the Services.

4.1 **Ownership:** Customer acknowledges and agrees that TowerData shall own all right, title and interest in and to the Services including without limitation the copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent in Services including any proprietary rights in the know-how, methodologies, source code, object code, concepts, database structuring, processes and general knowledge and techniques developed or used by TowerData in connection with the Services. Nothing in this Agreement shall be construed to grant Customer any ownership right in the Services; provided that TowerData grants to Customer a non-exclusive, worldwide right to use such materials for the sole purpose of exercising its rights under this Agreement. All suggestions, solutions, improvements, corrections, and other contributions provided by Customer regarding the Services shall be owned by TowerData, and Customer hereby agrees to assign any such rights to TowerData. A material breach by Customer of this Section 5 will cause irreparable harm to TowerData and a remedy at law would be inadequate. Thus, in addition to any remedies at law, TowerData will be entitled to obtain injunctive relief, or other equitable remedies, to protect TowerData’s rights under the Agreement. TowerData acknowledges and agrees that any data submitted by Customer to the Services in connection with this Agreement (“Customer Data”) shall remain the property of Customer, and that TowerData has no proprietary rights in the Customer Data other than those granted hereunder.

**4.2 Compliance with Laws:** Customer shall not use or permit the Services to be used (i) in violation of any applicable laws, intellectual property rights, or any agreements Customer has with third parties; (ii) for the propagation of worms or viruses; or (iii) to violate the rights of others (including without limitation privacy rights). Customer represents and warrants any Customer Data has been fairly and lawfully obtained and that its disclosure and use of Customer Data with respect to the Services is in accordance with Customer's privacy policies. TowerData reserves the right to suspend the Services (or a portion thereof) without notice in the event the Customer's use of the Services is in violation of this section, and to terminate this Agreement for repeated violations of this section.

**4.3 Use of Services in batch mode:** The Services are designed to be used interactively and Customer shall not use the Services for batch data processing, which for clarity shall mean using a non-interactive program to send over five thousand records for processing with little or no pause between each record.

**5. Confidentiality.** Each party acknowledges that any and all confidential, proprietary and/or trade secret information disclosed or submitted by one party (the "Disclosing Party") to the other party (the "Receiving Party") hereunder (the "Confidential Information") shall be received and maintained by the Receiving Party in strict confidence, shall not be used for any purpose other than as expressly permitted under this Agreement, and shall not be disclosed to any third party without the prior written consent of the Disclosing Party, except as expressly provided herein; provided, however, that each party shall be permitted to disclose relevant aspects of the other party's Confidential Information only to its officers, employees, designees, directors, legal counsel, financial advisors and similar professionals on a need to know basis to the extent that such disclosure is necessary for the performance of their duties and obligations under the Agreement. Each party agrees to ensure that the terms and conditions of this Section are strictly adhered to by all of its employees being given access to any Confidential Information in accordance with this Agreement. "Confidential Information," for purposes of this Agreement, shall include, without limitation, the Services, any and all trade secrets, processes, techniques, customer-related information and data, computer programs, databases, technical data, contracts and financial information. The restrictions set forth in this Section shall not apply with respect to any information which the Receiving Party can document: (a) became publicly known through lawful means; (b) was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (c) is disclosed to the Receiving Party without confidentiality or proprietary restriction by a third party who rightfully possesses the information (without confidentiality or proprietary restriction) or (d) is or has been independently developed by the Receiving Party. The Receiving Party shall, except as expressly authorized by this Agreement, not itself, or allow others to, use, display, copy, disclose, transmit, reverse engineer, disassemble, decompile, translate, modify, or create derivative works from all or any part of such Confidential Information.

**6. Indemnification.**

6.1 TowerData agrees to indemnify and hold harmless Customer, its corporate affiliates and any employee, director, officer or agent thereof, against all liability to third parties and all reasonable expenses, damages and other costs incurred (including reasonable attorney's fees) arising from a claim that the use of the Services by Customer according to the terms of this Agreement infringes any United States patent or United States copyright of any third party, provided, however, that Customer promptly notifies TowerData in writing of any such third party claim. TowerData, at its sole option, may elect to conduct the defense of any such third party claim, including without limitation any settlement thereof, and Customer agrees to cooperate fully with such defense at TowerData's expense. TowerData, at its sole option, may either (i) procure for the Customer the right to continue use of the Services, (ii) replace or modify the Services so that it is non-infringing without substantially diminishing its capability, or (iii) if TowerData determines in its sole discretion that neither (i) nor (ii) are economically practicable, terminate this Agreement in its entirety and refund to Customer a pro-rata portion of the Subscription Fee and Maintenance Fee paid by Customer based upon the earning of such fee by TowerData over the term of this Agreement. Notwithstanding the foregoing, TowerData shall have no obligations hereunder with respect to claims of infringement arising from content, material, or advice received from Customer in connection with the development or improvement of the Services.

6.2 Customer agrees to indemnify and hold harmless TowerData, its corporate affiliates and any employee, director, officer or agent thereof, against all liability to third parties (including reasonable attorney's fees) arising from a claim (i) that any of the Customer's data or other content provided by Customer or that Customer instructs TowerData to use or develop infringes any United States patent or United States copyright, is defamatory or slanderous, or that the collection or use of such data violates the privacy rights or contractual rights of another or (ii) resulting from Customer's breach of section 5 of this Agreement or (iii) by end users or customers of Customer that they were damaged, suffered a loss, or have any other claim by virtue of their use of the Services, provided, however, that TowerData promptly notifies Customer in writing of any such third party

claim. Customer, at its sole option, may elect to conduct the defense of any such third party claim, including without limitation any settlement thereof, and TowerData agrees to cooperate fully with such defense at Customer's expense.

**7. Disclaimer.** CUSTOMER EXPRESSLY AGREES THAT ITS USE OF TOWERDATA'S SERVICES UNDER THIS AGREEMENT ARE AT ITS SOLE RISK. TOWERDATA'S SERVICES UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. TOWERDATA DOES NOT WARRANT THAT YOUR ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, EMAIL DELIVERABILITY WILL IMPROVE, OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

**8. Limitation of Liability.** TOWERDATA SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM INTERRUPTION OF BUSINESS OR LOSS OF ANTICIPATED PROFITS, REVENUES, DATA OR BENEFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM (E.G., CONTRACT, TORT, WARRANTY OR OTHERWISE) OF ANY LEGAL OR EQUITABLE ACTION BROUGHT AGAINST SUCH PARTY. EXCEPT AS PROVIDED IN SECTION 7, IN NO EVENT WILL TOWERDATA'S LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY DEFAULT OF TOWERDATA HEREUNDER, REGARDLESS OF THE FORM OF THE ACTION, EXCEED THE AMOUNT OF FEES AND OTHER AMOUNTS PAID TO TOWERDATA BY CUSTOMER HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT UPON WHICH THE CLAIM FOR DAMAGES IS BASED.

**9. Termination:**

**9.1 Either party may terminate this Agreement by notice in writing if:**

9.1.1 The terminating party gives written notice of termination at least thirty (30) days prior to the end of the Term, in which case such termination will be effective at the end of the Term;

9.1.2 The other party materially breaches any term or condition of this Agreement which is capable of remedy and fails to remedy that breach within thirty (30) days of being notified of the breach in writing;

9.1.3 The other party materially breaches any term or condition of this Agreement which is incapable of remedy;

9.1.4 The other party becomes insolvent, file or have filed against us a petition under any section of the Insolvency Act 1986 (as amended) (or any similar petition under any insolvency law of any jurisdiction), including any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, the passing of a resolution for winding up (other than for the purposes of reconstruction and amalgamation), make an assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to your or any of our property or business.

**9.2 Effect of Termination:** Upon any expiration or termination of this Agreement, the licenses and rights granted to Customer hereunder will immediately terminate. The expiration or termination of this Agreement for any reason will not relieve Customer of its obligation to pay any amount due and owing prior to the date of expiration or termination and will not affect any other rights or liabilities of the parties which may have accrued prior to the date of expiration or termination. The provisions of Sections 5.1, 3-4, 6-10 and 13 will survive any expiration or termination of this Agreement.

**10. Service Level.** Technical support is provided by QAS's technical support team as specified in the Experian QAS World Support Policy. Customer should contact Experian QAS Technical Support in the event of any unexpected or unscheduled interruption in the ability of the Customer to access the Services.

11. **Guarantee:** TowerData will apply best efforts to have the Services available to Customers at all times. If Customer is not able to access the Services for reasons that are within the control of TowerData for more than one (1) hour, Customer shall receive a credit of one thousand (1,000) clicks at the discretion of QAS.

12. **General Provisions.**

12.1**Notices:** All notices permitted or required by this Agreement will be personally delivered, sent by reputable private overnight courier with established tracking capability (such as FedEx, UPS, DHL or Airborne) postage pre-paid and marked for next business day delivery, or sent via certified mail postage prepaid to the address first set forth above.

12.2**Entire Agreement; Assignment:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, agreements and communications with respect to such subject matter. You may not assign, novate, transfer, encumber, mortgage or license all or any part of this Agreement or any of your rights, benefits or obligations under it in any way without our prior written consent which consent will not be unreasonably withheld. We may assign or novate any of our rights, benefits or obligations under this Agreement to any other person. We will give you written notice of any such assignment or novation.

12.3**Force Majeure:** TowerData will not be liable for any failure of or delay in performance directly or indirectly caused by acts of Customer, its agents, employees, or subcontractors, causes beyond the control of the TowerData, including but not limited to acts of God, acts of the public enemy, acts of the United States, any state or territory of the United States, or any political subdivision of the foregoing or the District of Columbia, fire, floods, epidemics, quarantine restrictions, strikes, civil commotions, freight embargoes, any unusually severe weather conditions, or defaults of or delays by Customer's employees, sub-contractors and suppliers.

12.4**Choice of Law, Venue:** This Agreement will be governed by the law of the State of New York without regard to its principles of conflicts of laws. The parties stipulate and agree that any litigation arising from or relating to this Agreement will be filed and prosecuted before a court of competent subject matter jurisdiction in New York.

12.5**Independent Contractors:** Each party and its respective employees are independent contractors in relation to one another with respect to all matters arising under this Agreement. Nothing herein will be deemed to establish a partnership, joint venture, association or employment relationship between the parties.

12.6**Publicity:** Licensor may list Customer in its marketing materials (in any format or media) mentioning Customer as a customer subject to the terms and conditions of this Agreement. Licensor may not list or refer to Customer for any other purpose without prior written approval from Customer.

12.7**Severability:** If any provision of this Agreement is unenforceable, the remaining provisions will remain in effect, to be construed as if the unenforceable provisions were originally deleted.

12.8**Waiver of Rights:** Failure or neglect by either party to enforce at any time any of the provisions of this Agreement is not to be construed or deemed to be a waiver of that party's rights under this Agreement.