

ATTACHMENT COST ENGINE ACCESS AND USE AGREEMENT

ACCESS AND USE TERMS AND CONDITIONS

PLEASE READ THESE ACCESS AND USE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE COST ENGINE. BY USING THE COST ENGINE, YOU INDICATE THAT YOU ACCEPT, AND AGREE TO ABIDE BY, THESE ACCESS AND USE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE COST ENGINE.

- Definitions.** When used herein, the following terms shall have the following meanings: (a) “**Agreement**” means Customer’s Cost Engine Access and Use Agreement together with these terms and conditions; (b) “**Authorized User(s)**” means those employees or consultants working for the benefit of Customer (only when and to the extent working solely on such Customer’s behalf) who have been authorized by Customer to use the Cost Engine; (c) “**Cost Engine**” means the e2Value proprietary replacement value cost engine product identified in the Cost Engine Access and Use Agreement to which these terms are attached, including the reports generated in connection with the cost engine (“**Reports**”), (d) “**Customer**” means the entity identified in the Cost Engine Access and Use Agreement to which these terms are attached, (e) “**e2Value**” means e2Value, Inc., a Delaware corporation with an office at 2777 Summer St., Suite 204, Stamford CT 06905 and a mailing address PO Box 3518, Stamford CT 06905-0518, (f) “**Effective Date**” means the Effective Date identified in the Cost Engine Access and Use Agreement to which these terms are attached, and (g) “**Site**” means www.e2value.com, and all subdomains, and (g) “**you**” means Customer and each Authorized User.
- Grant of License.** Subject to the terms and conditions contained in this Agreement, including, without limitation, payment of all applicable fees, e2Value hereby grants to Customer a non-exclusive, non-transferable, revocable license for Customer’s Authorized Users (not to exceed the number of Authorized Users identified in the Cost Engine Access and Use Agreement to which these terms are attached) to access and use the Cost Engine that is made available by e2Value to Customer in accordance with technical specifications provided by e2Value, solely for Customer’s internal purposes. The Cost Engine shall be maintained and controlled by e2Value on its systems. Only Reports, and not the Cost Engine itself, will be delivered to Customer and its Authorized Users. Authorized Users may save, print and/or download Reports and provide copies of Reports to third parties; provided, that Customer and each Authorized User may not to change or delete any proprietary notices from any Reports. Except as expressly set forth herein, neither Customer nor the Authorized Users shall share or provide access to the Cost Engine or Reports.
- Contract Administrator.** Customer shall designate an employee of Customer to serve as e2Value’s contact person for all purposes of this Agreement (the “Contract Administrator”). Customer may remove, substitute or name a new Contract Administrator from time to time by notice to e2Value. e2Value may rely entirely on the actions or directions of the Contract Administrator. If at any time Customer does not have a Contract Administrator in place, then the chief information officer of Customer shall be deemed the Contract Administrator.
- User Names & Passwords.** User names and passwords should be kept secret, as they are used to verify identification and validate access to the Cost Engine. You shall be responsible for all usernames and passwords issued to you and the use of the Cost Engine by any other person gaining access to the Cost Engine through you. Without limiting the foregoing, Customer shall be responsible for all acts and omissions of its Authorized Users. Customer further agrees to notify e2Value in writing within five (5) business days if any person previously issued a username has ceased to be Customer’s employee or agent or has for any other reason ceased to be an Authorized User. Upon receipt of such notification, or if e2Value otherwise reasonably believes that any person previously designated as a Authorized User has for any reason ceased to be an Authorized User, e2Value will have the right to take action to prevent such person from accessing and using the Cost Engine (including disabling any usernames and passwords).
- Fees.** Customer agrees to pay to e2Value all applicable fees, including those set forth in the Access and Use Agreement to which these terms and conditions are attached, as the same may be amended by the parties from time to time. Unless otherwise expressly provided, all amounts shall be due and payable within thirty (30) days

of the date of invoice. Balances over thirty (30) days past due shall incur a late fee equal to the lesser of 1½% per month or the maximum rate permitted by law until paid in full. e2Value reserves the right to terminate service and to cancel user names and passwords for any Customer more than thirty (30) days in arrears. Except as otherwise expressly provided in a written agreement between the parties, e2Value reserves the right to change the fees from time to time, effective upon written notice to Customer.

6. **Equipment.** Customer understands and agrees that Customer must provide, at its sole cost and expense, all equipment and services (including, where necessary, telephone service and Internet access service) necessary for Authorized Users to access the Site and/or the Cost Engine.
7. **Support.** Customer may purchase support from e2Value for an additional fee. Support shall consist of telephone support during e2Value's regular business hours via a toll free number to be provided by e2Value to Customer from time to time.
8. **Proprietary Rights.**
 - a. **e2Value Property.** This Agreement does not provide Customer or any Authorized Users with title to or ownership of the Cost Engine, but only a right of limited use. The Cost Engine is, and shall remain, the property of e2Value. Customer agrees that it shall comply with all limitations set forth herein, and shall ensure that Authorized Users comply as well. e2Value may, without notice and at any time during reasonable business hours, either on its own or through its duly authorized representative, conduct an audit of your use of the Cost Engine and Reports to ensure that you are in compliance with the terms of this Agreement. You acknowledge that, as between e2Value and you: (i) all right, title and interest in and to the Cost Engine and all copies thereof, including all associated patents, copyrights, trademarks, trade names, trade secrets, know-how and other intellectual property rights related thereto, and any and all alterations, adaptations, translations, modifications, improvements and changes to the Cost Engine and derivative works based thereon, whether created by e2Value or you or their respective agents (the "e2Value Property"), are, and shall at all times remain, the exclusive property of e2Value; and (ii) you shall have no right or interest as to any e2Value Property, except as expressly set forth in this Agreement. The Cost Engine is protected by U.S. Patent 7,373,303.
 - b. **Copies.** The Cost Engine may not be copied or duplicated, in whole or in part. Reseller shall reproduce and include all copyright or other proprietary rights notices on any copy, in whole or in part, of any Reports.
 - c. **No Alteration.** Customer shall not, and shall ensure that its Authorized Users do not, alter, adapt, translate, modify or change the Cost Engine or create derivative works based on the Cost Engine. Further, you shall not remove, disable, manipulate or otherwise adversely affect any means or device intended to prevent unauthorized use or reproduction of the Cost Engine.
 - d. **Trade Secrets.** You acknowledge that the e2Value Property is the valuable property of e2Value and embodies substantial creative efforts, confidential information, ideas and expressions and contains valuable trade secrets of e2Value. Except for distribution of Reports as expressly provided in this Agreement, Reseller shall maintain all aspects of the e2Value Property (including, without limitation, the Cost Engine) in any form, in strict confidence. You shall not (a) decompile, reverse engineer (except as permitted by law) or disassemble the Cost Engine or otherwise attempt to reconstruct or discover any source code or any of e2Value's trade secrets; (b) disclose, disseminate, grant access to, copy, reproduce, deliver, transmit, publish, display, sublicense, lease, rent, lend, assign or otherwise transfer any e2Value Property (including, without limitation, the Cost Engine and Reports), or any portion thereof or any derivation thereof, via any medium whatsoever, by operation of law or otherwise to any third party, directly or indirectly, including, but without limitation, to any joint venture or business combination arrangement with any other Person or entity, without e2Value's prior written consent; or (c) alter, hide or remove from any part of the Cost Engine or Reports any proprietary rights or copyright notices or identification that indicate e2Value's ownership interest therein. Without limiting the foregoing, in no event shall you, directly or indirectly, use any of the e2Value Property to develop a product competitive with the Cost Engine or Reports. You shall take any and all other actions, including legal action, necessary or desirable to ensure continued

confidentiality and protection of the e2Value Property (including, without limitation, the Cost Engine and Reports) and to prevent access thereto or use thereof by any person or entity not authorized hereby. Whether or not Authorized Users are expressly mentioned, Customer shall ensure that its Authorized Users comply with the provisions of this Section 8. If you become aware of any unauthorized disclosure or use of any e2Value Property (including, without limitation, the Cost Engine and Reports), you shall immediately notify e2Value and shall advise e2Value of the full particulars thereof in writing.

- e. **Irreparable Harm.** You acknowledge and agree that money damages may be insufficient to compensate e2Value in the event of a breach of this Section 8 or Section 9. Accordingly, you agree that in the event of such breach or threatened breach, e2Value shall, in addition to all other rights or remedies it may have, be entitled (without the necessity of posting any bond or establishing the inadequacy of damages as a remedy) to specific performance and injunctive relief to correct and/or enjoin any such breach or threatened breach in addition to all other remedies which might be available.
9. **Confidentiality.** You acknowledge and agree that in the course of performing under this Agreement and/or using the Cost Engine, you will learn confidential, trade secret, and proprietary information concerning e2Value and its business, programs and procedures (“Confidential Information”) including, but not limited to, information pertaining to the Cost Engine, the Reports, pricing information, future business plans, technical information, and any other material or information provided by e2Value to you in connection with this Agreement. Confidential Information shall not include any information, which (i) at or prior to the time of disclosure by e2Value was generally available to the public through no breach of this Agreement, (ii) was available to the public on a non-confidential basis prior to its disclosure by e2Value to you, or (iii) was made available to the public from a third party, provided that such party did not obtain or disseminate such information in breach of any legal obligation. Such disclosure shall in no way be construed to constitute a license to use the Confidential Information other than as expressly specified herein, nor shall anything herein be deemed by implication or otherwise to convey to you any patent, copyright, trademark, trade secret, or other intellectual property or proprietary rights of e2Value. You agree to keep the Confidential Information in strict confidence, not to use any Confidential Information for your own purposes or for the benefit of any third party, and not to demonstrate or disclose, directly or indirectly, in any form or manner the Confidential Information to any person or entity other than the Authorized Users. Customer shall require each Authorized User to agree in writing to abide by provisions no less protective than the provisions of this Section 9. You shall treat as confidential and safeguard any such Confidential Information in at least the same manner as that in which you safeguard your own confidential or proprietary material or information of like kind.
10. **Indemnity.** Customer agrees to defend, indemnify and hold harmless e2Value from any loss, cost (including reasonable attorneys fees), expense, damage or liability resulting from (a) any improper disclosure of Confidential Information by Customer or an Authorized User, and (b) any breach of this Agreement by Customer or any Authorized User. e2Value agrees to notify you promptly of any claim or suit brought to its attention for which indemnification may be sought hereunder.
11. **Maintenance Outage.** e2Value may from time to time shut down or disable the Cost Engine for the purposes of maintenance and repair. e2Value shall make reasonable efforts to conduct required maintenance outside of regular business hours and to provide advance notice by publication on the Site of any scheduled maintenance or repairs. e2Value shall, however, have no liability to Customer, any Authorized User or any third party for shutdown or disability of the Site, regardless of the timing, duration or lack of notice of such shutdown or disability.
12. **No Representations or Warranties.** **THE COST ENGINE IS PROVIDED “AS IS”, “AS AVAILABLE”, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, e2VALUE AND ITS SUPPLIERS DO NOT WARRANT, GUARANTY OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE COST ENGINE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, COMPLETENESS OR OTHERWISE. YOU UNDERSTAND THAT, AS A RESULT OF COMPUTER OR COMMUNICATIONS FAILURES**

OR OTHER REASONS, THE SITE, THE COST ENGINE AND THE CONTENT CONTAINED THEREIN MAY BE INACCESSIBLE FROM TIME TO TIME WITH OR WITHOUT NOTICE. YOU FURTHER UNDERSTAND THAT THE CONTENT OF THE SITE AND THE COST ENGINE IS SUBJECT TO MODIFICATION OR ELIMINATION OF SELECTED PARTS FROM TIME TO TIME. e2VALUE CANNOT AND DOES NOT WARRANT AGAINST HUMAN OR MACHINE ERRORS, OMISSIONS, DELAYS, INTERRUPTIONS OR LOSSES. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE COST ENGINE IS ASSUMED BY YOU.

The Cost Engine is intended to provide an estimate of the amount of money needed to replace a structure using new materials of similar type and quality, without taking into account depreciation, based on information you provide. Actual replacement costs may vary. For example, the cost of building materials and construction and other services can vary, depending on availability, geographic area and other factors. The Cost Engine is intended to be used as a tool to aid in planning structure insurance needs. As indicated above, e2Value makes no representations or warranties of any kind regarding the Cost Engine.

13. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL e2VALUE OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR DATA AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE COST ENGINE, EVEN IF e2VALUE OR ITS SUPPLIERS HAS BEEN ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT KNOWS OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL e2VALUE'S LIABILITY FOR DAMAGES EXCEED AN AMOUNT EQUAL TO THE AMOUNT PAID BY CUSTOMER TO e2VALUE FOR THE APPLICABLE SERVICE DURING THE THREE MONTHS PRIOR TO THE DATE WHEN THE EVENT RESULTING IN A CLAIM FOR DAMAGES OCCURRED.
14. **Term and Termination.** Subject to your continued compliance with this Agreement, including payment of all applicable fees, this Agreement shall begin on the Effective Date and continue for the term set forth in the e2Value Access and Use Agreement to which these terms are attached, unless earlier terminated in accordance with this Section 14. e2Value or Customer may terminate this Agreement at any time, with or without cause, upon ninety (90) days prior written notice to the other party; provided, that, if Customer terminates prior to the end of the term or if e2Value terminates for cause, Customer shall immediately pay to e2Value all outstanding fees that would have accrued through the end of the term. (For example, if the term is 3 years and Customer terminates in year 1, Customer shall pay to e2Value the unpaid fees that would have accrued through the end of the 3-year term.) e2Value may terminate this Agreement at any time upon ten (10) days prior written notice if Customer or any Authorized Users breaches this Agreement and fails to cure such breach within such ten-day period. In the event of any termination hereunder, all fees paid to e2Value shall be non-refundable and the license set forth in Section 2 shall terminate immediately. Upon any termination of this Agreement, Customer and all Authorized Users shall cease all use of the Cost Engine and shall return to e2Value all related documentation and any Confidential Information in its possession. Section 8, Section 9, Section 10, Section 12 and Section 13, as well as any provision which by its intent and meaning is intended to survive, shall survive any termination or expiration of this Agreement.
15. **Relationship of the Parties.** The relationship of the parties hereto shall be that of independent contractors. Nothing herein shall be construed to create any partnership, joint venture, or similar relationship, or to subject the parties to any implied duties or obligations respecting the conduct of their affairs which are not expressly stated herein.
16. **Use of Name.** Except as expressly required by Section 17, you may not use (a) e2Value's name, (b) the name of any employee or agent of e2Value, or (c) any trademarks, service marks or trade names owned or controlled by e2Value, in any sales, promotional, advertising or other publication, without the express prior written permission of e2Value.
17. **XML Interface Customers: Attribution and Disclaimer.** If Customer is an XML Interface Customer, as indicated on the Cover Sheet, Customer will display the e2Value logo and the phrase "Powered by e2Value" on

the Customer web page that displays the calculated replacement cost. e2Value will deliver to Customer an electronic file containing the logo and such phrase. The logo, logo placement and logo size must have written approval by e2Value. No changes may be made without the prior, written consent of e2Value. e2Value reserves the right to substitute new logos from time to time.

Further, Customer shall display the following disclaimer on the page that display's the replacement value returned by the Cost Engine:

“The calculator available on this site is intended to provide an estimate of the amount of money needed to replace a structure using new materials of similar type and quality, without taking into account depreciation, based on information you provide. Actual replacement costs may vary.

The cost of building materials and construction and other services can vary, depending on availability, geographic area and other factors. Neither e2Value, Inc. nor its suppliers represent or warrant the accuracy of the calculator, or the results obtained therefrom. The calculator is intended to be used as a tool to aid in planning structure insurance needs.”

18. **Coordinates.** Certain e2Value cost engine products permit You to enter, update or correct latitude and longitude information for identified addresses (“Coordinates”). By submitting Coordinates to e2Value through the Cost Engine, you automatically grant to e2Value the royalty-free, perpetual, irrevocable, non-exclusive right and license to add such Coordinates to e2Value’s databases, use such Coordinates for e2Value’s business purposes and share such Coordinates with third parties.

19. **Supplemental Terms.**

LexisNexis. Certain e2Value products permit you to use certain data, software and/or services (the “LexisNexis Products”) provided by LexisNexis Risk & Information Analytics Group (“LexisNexis”). Accordingly, in addition to (and not in lieu of) the terms and conditions applicable to your use of e2Value products and services, the terms and conditions attached hereto as Attachment I, as may be revised from time to time by providing an updated copy to you, shall apply to your use of the LexisNexis Products. If you do not agree to such terms and conditions, you may not use the LexisNexis Products.

Microsoft. Certain e2Value products permit you to use certain data, software and/or services (the “Microsoft Products”) provided by Microsoft Corporation (“Microsoft”). Accordingly, in addition to (and not in lieu of) the terms and conditions applicable to your use of e2Value products and services, the terms and conditions available at <http://go.microsoft.com/fwlink/?LinkID=219699> and <http://go.microsoft.com/fwlink/?LinkID=219670>, a current copy of which is attached hereto as Attachment II, shall apply to your use of the Microsoft Products, such as MapPoint. If you do not agree to such terms and conditions, you may not use the Microsoft Products.

DataQuick. Certain e2Value products permit you to use certain data elements and other products (the “DataQuick Licensed Information”) provided by DataQuick Information Systems, Inc. (“DataQuick”). Accordingly, in addition to (and not in lieu of) the terms and conditions applicable to your use of e2Value products and services, the terms and conditions attached hereto as Attachment III, as may be revised from time to time by providing an updated copy to you, shall apply to your use of the DataQuick Licensed Information. If you do not agree to such terms and conditions, you may not use the DataQuick Licensed Information.

FIS Data Services, Inc. Certain e2Value products permit you to use certain data elements and other products (the “FIS Licensed Information”) provided by FIS Data Services, Inc. (“FIS”). Accordingly, in addition to (and not in lieu of) the terms and conditions applicable to your use of e2Value products and services, the terms and conditions attached hereto as Attachment IV, as may be revised from time to time by providing an updated copy to you, shall apply to your use of the FIS Licensed Information. If you do not agree to such terms and conditions, you may not use the FIS Licensed Information.

Pictometry. Certain e2Value products permit you to use certain images provided by Pictometry International Corp. Pictometry disclaims all warranties, liability and damages related to such images.

Digital Map Products, Inc. Certain e2Value products permit you to use certain images provided by Digital Map Products, Inc. ("Digital Map"). Digital Map disclaims all warranties, liability and damages related to such images.

20. **Miscellaneous.** This Agreement constitutes the complete agreement between the parties and supersedes all previous agreements or representations, written or oral, with respect to the subject matter hereof. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of e2Value and Customer. The waiver or failure of e2Value to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder. The rights and remedies of e2Value set forth in this Agreement are in addition to any rights or remedies that e2Value may otherwise have at law or in equity. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the parties shall modify such provision to the extent necessary to render it valid and the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby. The titles and headings of the Sections in this Agreement are for convenience of reference only, and are not to be considered in constructing the terms and provisions of this Agreement. Any and all notices required by this Agreement shall be in writing and shall be delivered by (a) hand, (b) by nationally recognized overnight courier service, or (c) by registered or certified U.S. mail, postage prepaid, return receipt requested. Notices to e2Value shall be sent to e2Value, Inc., P.O. Box 3518 (for U.S. mail), 2777 Summer Street, Suite 204 (for all other deliveries), Stamford, Connecticut, 06905, Attn: Contract Administrator. Notices to Customer shall be sent to last known address in e2Value's records. This Agreement shall be governed by the laws of the State of Connecticut and the United States of America, without regard to the conflict of law principles thereof. Any litigation arising under or in connection with this Agreement shall be brought in the state and federal courts located in Stamford, Connecticut and the parties hereby consent to the exclusive jurisdiction of such courts. The Customer and the Authorized Users shall comply with all applicable federal, state and local laws, regulations, and ordinances in connection with its activities pursuant to this Agreement.

LexisNexis Terms and Conditions

You have elected to use certain data, software and/or services (the “LexisNexis Products”) provided by LexisNexis Risk & Information Analytics Group (“LexisNexis”). Accordingly, in addition to (and not in lieu of) the terms and conditions applicable to your use of e2Value, Inc. products and services, the following terms and conditions shall apply to your use of the LexisNexis Products. If you do not agree to these terms and conditions, you may not use the LexisNexis Products.

1. RESTRICTIONS.

(i) **Generally.** You may use the LexisNexis Products solely for your own internal business purposes. You represent and warrant that all of your use of the LexisNexis Products shall be for only legitimate purposes, including those specified by you in connection with a specific information request and relating to your business. You shall not use the LexisNexis Products for marketing purposes or resell or broker the LexisNexis Products to any third party. You agree that if e2Value or LexisNexis determines or reasonably suspects that you are engaging in marketing activities, reselling or brokering the LexisNexis Products or any information, programs, computer applications, or data contained in the LexisNexis Products, or are otherwise violating any provision of these terms and conditions or any of the laws, regulations, or rules described herein, e2Value or LexisNexis may take immediate action, including terminating the delivery of, and the license to use, the LexisNexis Products. You shall not access the LexisNexis Products from Internet Protocol addresses located outside of the United States and its territories without e2Value’s or LexisNexis’s prior written approval. You may not use the LexisNexis Products to create a competing product. You shall comply with all laws, regulations and rules which may, in LexisNexis’s opinion, govern the use of the LexisNexis Products and information provided therein.

(ii) **GLBA Data.** Some of the information contained in the LexisNexis Products may be “nonpublic personal information,” as defined in the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq. “GLBA”), and may be regulated by the GLBA (“GLBA Data”). You shall not obtain and/or use GLBA Data available through the LexisNexis Products, in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. You acknowledge and agree that you may be required to certify your permissible use of GLBA Data at the time you request information in connection with certain LexisNexis Products. In addition, you agree that you will recertify, in writing, your permissible uses of GLBA Data upon request by e2Value or LexisNexis. You certify with respect to GLBA data received through the LexisNexis Products that you will comply with the Interagency Standards for Safeguarding Your Information issued pursuant to the GLBA.

(iii) **DPPA Data.** Some of the information contained in the LexisNexis Products is “personal information,” as defined in the Driver’s Privacy Protection Act (18 U.S.C. § 2721 et seq. “DDPA”), and is regulated by the DPPA (“DPPA Data”). You shall not obtain and/or use DPPA Data available through the LexisNexis Products in any manner that would violate the DPPA. You acknowledge and agree that you may be required to certify your permissible use of DPPA Data at the time you request information in connection with certain LexisNexis Products. In addition, you agree that you will recertify, in writing, your permissible uses of DPPA Data upon the request of e2Value or LexisNexis.

(iv) **Supplemental Terms.** Certain materials contained within the LexisNexis Products are subject to additional obligations and restrictions. To the extent you receive such materials through the LexisNexis Products you agree to comply with the Supplemental Terms for Specific Materials contained at the following website: <http://www.lexisnexis.com/terms/supplemental/> (the “Supplemental Terms”). The Supplemental Terms are hereby incorporated into these terms and conditions by reference.

(v) **Social Security and Driver’s License Numbers.** If you obtain Social Security Numbers or Driver’s License Numbers (collectively, “SSNs”) through the LexisNexis Products, you certify that you will not use the SSNs for any purpose. In addition to the restrictions on distribution set forth in Section 1(i) of these terms and conditions, you agree

that you will not permit SSNs obtained through the LexisNexis Products to be used by an employee or contractor that is not an appropriate user with an appropriate use. In the event that you are not an appropriate user and/or do not have an appropriate use, e2Value or LexisNexis may immediately preclude you from receiving SSNs. You agree that you will recertify, in writing, that you are an appropriate user and that you have one or more authorized uses upon the request of e2Value or LexisNexis. You may not, except to the extent permitted by these terms and conditions, transfer SSNs via email or ftp without LexisNexis's prior written consent.

(vi) **Copyrighted Materials.** You shall not remove or obscure the copyright notice or other notices contained on materials accessed through the LexisNexis Products.

(vii) **FCRA LexisNexis Products.** The following restricted license is conditionally granted for LexisNexis Products governed by the federal Fair Credit Reporting Act, 15 U.S.C. 1681 et seq ("FCRA"). These products presently include Banko Collections Solutions, Deceased Notifier Batch Services, Electronic Bankruptcy Notifier, Onescore, PeopleWise Employment Screening, Securint Employment Screening, and Securint Tenant Screening. These products constitute consumer reports as defined by the FCRA ("Consumer Report"). You certify that when using the Consumer Report LexisNexis Products, you will comply with all applicable provisions of the FCRA and all other applicable federal, state and local legislation, regulations and rules. Without limiting the generality of the foregoing, you certify that (a) you will comply with all applicable provisions of the California Credit Reporting Agencies Act and any related regulations; and (b) you will comply with all Vermont statutes and regulations on fair credit reporting, including but not limited to, obtaining the consent of Vermont residents prior to obtaining any information on Vermont residents through these Consumer Report LexisNexis Products. You agree that you will recertify, in writing, your permissible purposes for use of the Consumer Report LexisNexis Products upon the request of e2Value or LexisNexis.

(viii) **Public Records Products Services.** For all LNRM Public Records products, exclusive of FCRA products detailed herein, the following restricted license is conditionally granted. These products include Anti-Money Laundering Solutions, Instant ID, Instant ID – CIP, LexisNexis RiskWise, other batch services, Risk Management Solutions, ChargebackDefender, FraudDefender, RecoverScore, Onescore, and Accurint. These products are not provided by "consumer reporting agencies," as that term is defined in the FCRA, and do not constitute Consumer Reports. Accordingly, (A) you certify that you will not use any of the information you receive through these Public Records LexisNexis Products for any of the following purposes: (1) in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes or in connection with the review or collection of an existing credit account of a consumer; (2) for employment purposes; (3) in connection with a determination of a consumer's eligibility for a license or other benefit granted by a government agency; or (4) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; (B) You may use, except as otherwise prohibited by these terms and conditions, information received through these Public Records LexisNexis Products for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; or, (5) to decide whether to buy or sell consumer indebtedness in a commercial transaction; (C) Specifically, if you are using these Public Records LexisNexis Products in connection with collection of a consumer debt on your own behalf, or on behalf of a third party, you shall not use these Public Records LexisNexis Products (1) to revoke consumer credit; (2) to accelerate consumer payment terms or otherwise change such terms in a manner adverse to a consumer; (3) including in prioritization and segmentation activities, use LNRM information for the purpose of determining a consumer's collectability; and (D) You shall not take any "adverse action," as that term is defined in the FCRA, or otherwise act in a manner that is contrary to a consumer's interest unless the basis for doing so is information you obtain from a source other than these Public Records LexisNexis Products.

(ix) **Compliance with Law.** You certify and warrant that you will comply with all applicable federal, state and local statutes, regulations, and rules.

2. **SECURITY.** You acknowledge that the information available through the LexisNexis Products may include personally identifiable information and it is your obligation to keep all such accessed information secure. Accordingly, if you access personally identifiable information, you shall (a) restrict access to LexisNexis Products to those employees who have a need to know as part of their official duties; (b) ensure that none of your employees shall (i) obtain and/or use any personally identifiable information from the LexisNexis Products for personal reasons, or (ii) transfer any personally identifiable information received through the LexisNexis Products to any party except as permitted hereunder or as

required by law; (c) immediately notify e2Value to deactivate the user identification number of any employee who no longer has a need to know and terminated employees on or prior to the date of termination; (d) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (e) in addition to any obligations contained herein, take all commercially reasonable measures to prevent unauthorized access to, or use of, personally identifiable information through the LexisNexis Products or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) unless required by law, purge all personally identifiable information received through the LexisNexis Products and stored electronically or on hard copy by you within 90 days of initial receipt or expiration retention period required by law; (g) be capable of receiving personally identifiable information available through the LexisNexis Products where the same are provided utilizing so-called 'secure socket layer', or such other means of secure transmission deemed reasonable by LexisNexis; and (h) not access and/or use personally identifiable information through the LexisNexis Products via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LexisNexis or e2Value.

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ATTACHMENT II TO ACCESS AND USE TERMS AND CONDITIONS: MICROSOFT TERMS

Microsoft Virtual Earth Map Control and MapPoint Web Service End User

This document was last updated October, 2008

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