

# Matchbook User License Agreement

Matchbook is operated by Sequel BI Solutions, Inc. ("SBIS"), a Florida corporation, with its principal place of business at 411 Pasadena Ave. S., St. Petersburg, Florida 33707. This Terms of Use/License Agreement (the "Agreement") state the terms and conditions under which you may use, access or browse the Matchbook service, the SBIS Website and related software, tools and databases (together as "Matchbook") and govern your use of Matchbook. By using Matchbook, you ("User" or "you" or "your") agree to be bound by this Agreement. If you wish to access, use or browse Matchbook, please read this Agreement carefully. **If you object to anything in this Agreement or any other policy referred to in this Agreement, you should leave the SBIS Website and discontinue use of Matchbook immediately.**

## ACCEPTANCE OF TERMS OF USE AGREEMENT

**a. Electronic Agreement/Modification.** This Agreement is an electronic contract that sets out the legally binding terms of your use of Matchbook and related Services. By accessing Matchbook and/or becoming a registered user, you consent to have this Agreement provided to you in electronic form. This Agreement may include other SBIS policies referenced herein and any notices regarding Matchbook. By accessing Matchbook or clicking the "Accept and Continue" Button, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein.

**b. Modification.** This Agreement and any other policies referenced by this Agreement may be modified by SBIS at its sole discretion from time to time. Such modifications shall be effective upon posting on Matchbook by SBIS, and your use of Matchbook after such posting will constitute acceptance by you of such changes. Please consult this Agreement and the referenced policies regularly. This Agreement was last updated on March 15, 2017.

**c. Access and Retention.** A link to this Agreement will be found on the SBIS homepage. In order to access and retain this electronic Agreement, you must have access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must use all software and equipment necessary to make such connection to the World Wide Web. Please print a copy of this document for your records. To retain an electronic copy of this Agreement, you may save it into any word processing program.

**1. Subscription/License.** Subject to the terms and conditions of this Agreement, SBIS hereby grants to User a limited, non-exclusive, non-transferable license to access and use Matchbook during the subscription term. The applicable subscription plans, associated fees and term of subscription will be selected by the User during the User's registration with Matchbook or during any subsequent purchase. Subscription plans and their associated fees are available upon request. Such plans shall selected and agreed upon through execution of an applicable Service Order. By

agreeing to grant such license, SBIS does not obligate itself to maintain Matchbook in its present form. SBIS may upgrade, modify, change or enhance Matchbook upon reasonable prior notice to User (unless the change is of critical business importance or outside SBIS's control, in which case SBIS will explain the reason for the changes as soon as is reasonably practicable).

**2. Multi-User Subscription.** A User that is an entity, organization, or institution may purchase a subscription plan called a "Multi-User Subscription." Under such plan, the User may assign individuals who are employees of User ("Authorized End-Users") to access Matchbook. If a User desires to assign an individual who is not an employee of the Company, than User must obtain written consent from SBIS prior to such assignment. Users will remain liable for all acts or omissions of its Authorized End-Users with respect to access and use of Matchbook; furthermore, and for the avoidance of doubt, such User will be responsible for ensuring that its Authorized End Users remain fully compliant with this Agreement. The number of Authorized End Users under any single Multi-User Subscription may not exceed the number of permitted seats paid under the Multi-User Subscription ("Maximum Seats"). The Authorized End User's identifier must not be of a generic nature. An example of a permissible unique identifier is John Doe and john.doe@company.com; examples of impermissible generic identifiers include the following: support@company.com or user1@university.edu. A User purchasing a Multi-User Subscription must designate an administrator ("Master Administrator"). A Master Administrator shall have reporting access and management tools and may substitute Authorized End Users not to exceed the number of Maximum Seats.

**3. License Restrictions.** Matchbook is intended solely for the internal business use of the User or any Authorized End-Users. SBIS reserves all rights not expressly granted to User. User will not copy, export, transmit electronically, download electronically or in hard copy, post to a database or to the Internet, or otherwise reproduce in any fashion any portion of Matchbook, or its underlying content, software, tools, reports or databases or any substantial portion thereof, except as expressly authorized in this Agreement. Except as expressly authorized in this Agreement, User shall not: (a) use, copy, reproduce, export, merge or transfer copies of Matchbook; (b) rent, lease, sublicense, distribute, transfer, copy, modify or timeshare Matchbook or any of User's rights under this Agreement; or (c) use Matchbook or any part of it after any expiration, termination, or cancellation of this Agreement or the license granted by this Agreement. You agree to prevent any unauthorized copying of Matchbook or its content. You also agree not to transfer any access privileges to Matchbook or its materials/content to any third parties. As a condition of your use of Matchbook, you warrant to SBIS that you will not use Matchbook for any purpose that is unlawful or prohibited by this Agreement. You may not use Matchbook in any manner which could damage, disable, overburden, or impair Matchbook or interfere with any other party's use and enjoyment of Matchbook.

**4. Password/Account Settings.** When you create a profile/account and register with SBIS, you will also be asked to choose a password for purposes of accessing MATCHBOOK and its services. User agrees that the username and password are to be used only by User, or any Authorized End-Users. The use of User's username and password by other individuals is a violation of this Agreement. User is responsible for maintaining the confidentiality of the username and password

that you designate during the registration process, and you are fully responsible for all activities that occur under your username and password. You shall prevent unauthorized use of the Website using your password. You agree to (a) immediately notify SBIS of any unauthorized use of your username or password or any other breach of security, and (b) ensure that you exit from your account at the end of each session. SBIS will not be liable for any loss or damage arising from your failure to comply with this provision. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. All assignments of your password shall be void.

**5. Fees/Payment Methods.** SBIS charges fees for its subscriptions which shall be set forth in one or more Service Orders. User agrees to pay the corresponding fees for each subscription ordered. SBIS reserves the right to change the subscription fee with respect to a renewal term. Unless otherwise expressly stated, all fees are stated in United States dollars.

**6. Dun & Bradstreet Subscription:** You acknowledge that in order to properly use Matchbook, you must maintain an active API subscription with Dun & Bradstreet (“D&B”). You shall be solely responsible for acquiring such account and paying for all associated fees. You acknowledge that SBIS is not a party to your agreement or transaction with D&B, and has no related responsibilities.

**7. No Advice/Reports.** The information provided on or obtained from Matchbook, including the tools and databases, is for reference use only and does not constitute the rendering of financial, legal or other professional advice or recommendations by SBIS. Use of such information is not a substitute for professional recommendations. To the extent you access and use Matchbook, including the tools and databases, SBIS does not represent or endorse the accuracy or reliability of any advice, opinion, statement or any other information displayed or distributed through such tools, database or any resulting report. SBIS has not audited or attempted to confirm this information for accuracy or completeness

**8. Intellectual Property Ownership.** SBIS owns and retains all right, title and interest in and to the following (collectively, “**SBIS Property**”): (i) Matchbook and other tools, software, database(s), technology, content, documentation, and information provided by SBIS in connection with Matchbook (excluding the D&B databases and User Data as defined below); (ii) all ideas, know-how, and techniques that may be developed, conceived, or invented by SBIS during its performance under this Agreement; (iii) the mark “MATCHBOOK” and other Website graphics, logos, page headers, button icons, scripts, and service names; and (iv) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (i), (ii) and (iii) above. Except as otherwise expressly authorized herein or by SBIS in writing, the non-exclusive license set forth in this Agreement is the entirety of User’s rights in connection with the SBIS Property. This Agreement is not a sale of SBIS Property or any portion, copy or derivative work thereof. Accordingly, all rights in the SBIS Property are hereby expressly reserved. SBIS shall be entitled to use, license, sell, assign, transfer, and/or otherwise provide rights relating to the SBIS Property to any third party for any purpose free from any claim of User. Matchbook is protected by U.S. copyright laws and international treaty, and the unauthorized reproduction or distribution thereof

is subject to civil and criminal penalties. Except as otherwise expressly authorized herein or by SBIS in writing, User shall not directly or indirectly (and shall not permit any unauthorized party to) do any of the following: (i) access, use, sell, distribute, sublicense, sublease, broadcast, or commercially exploit any SBIS Property or any rights under this Agreement, including without limitation any access or use of any SBIS Property on a service bureau basis or for any User processing services beyond the scope specified in this Agreement (such as any unauthorized parties on a rental or sharing basis); (ii) copy, modify, or prepare derivative works based on SBIS Property; (iii) reverse engineer, decompile, disassemble, or attempt to derive source code from any SBIS Property; (iv) remove, obscure, or alter any intellectual property right or confidentiality notices, copyright notices or legends appearing in or on any aspect of any SBIS Property; (v) cause any confusion with SBIS's brand or identity; or (vi) interfere, in any manner, with SBIS's provision of Matchbook.

**9. User Data.** Subject to the terms of this Agreement, User hereby grants to SBIS a royalty-free, non-exclusive, non-transferable right and license to use, copy, transfer, store, and display the User Data for the purpose of enabling SBIS to provide Matchbook and the underlying software tools under this Agreement. Such User Data may be transferred by SBIS to D&B's software and systems. **User shall retain sole responsibility for the accuracy, quality, integrity, reliability, and appropriateness of all User Data.** "User Data" means the data and information entered by User into Matchbook.

**10. Termination/Cancellation.** The license granted pursuant to Section 1 of this Agreement shall automatically terminate (i) upon expiration of the applicable subscription term or (ii) in the event User breaches any provision of this Agreement. User may terminate or cancel the license granted by discontinuing use of Matchbook and providing written notice to SBIS. All license fees are non-refundable and non-cancellable, even if termination occurs prior to the expiration of the subscription term. You agree that SBIS may, in its sole discretion, terminate or suspend your access to all or part of Matchbook with or without notice and for any suspected breach of this Agreement or any suspected fraudulent, abusive or illegal activity. Upon the expiration or termination of this Agreement for any reason, User shall immediately cease all use of Matchbook, and SBIS may immediately deactivate or delete User's account and all related information and files and/or bar any further access to such files or Matchbook. SBIS will not be liable to User or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by SBIS in connection with such termination or suspension.

**11. Service Availability.** SBIS will use commercially reasonable efforts to enable Matchbook to be accessible, except for scheduled maintenance and required repairs, and except for any interruption due to causes beyond the reasonable control of, or not reasonably foreseeable by SBIS, including, but not limited to, any Force Majeure Event (as defined below). The foregoing undertaking shall not apply to the extent of any non-conformance caused by use of Matchbook contrary to SBIS' instructions, or modification or alteration of Matchbook by any party other than SBIS. If Matchbook is in non-conformance with the foregoing undertaking, SBIS will, at its expense, use reasonable commercial endeavors to correct such non-conformance promptly, or provide User with an alternative means of accomplishing the desired performance.

**12. Limited Warranty.** SBIS represents and warrants as follows: (i) it has the full power, capacity and authority to enter into and perform this Agreement and to make the grant of rights contained herein, including without limitation, the right to license any ancillary or third party programs licensed to User under this Agreement; (ii) there is no pending or threatened litigation that would have a material adverse impact on its performance under this Agreement; and (iii) Matchbook does not contain any known virus or similar code that may destroy, modify, alter, or cause the destruction, modification or alteration, in whole or in part, of any of User's equipment, devices, software, or data. As User's sole and exclusive remedy for breach of the foregoing warranty, SBIS shall either correct the nonconformity or refund the applicable license fees paid for the applicable Matchbook. The warranty provided in this Section is solely for User's benefit and User shall have no authority to extend the warranty to any third party. SBIS shall not be liable for failures caused by third party hardware, User Data, misuse of Matchbook, or User's gross negligence or willful misconduct.

**13. WARRANTY DISCLAIMER.** EXCEPT AS PROVIDED IN SECTION 12 (LIMITED WARRANTY), MATCHBOOK AND ANY REPORTS GENERATED FROM MATCHBOOK ARE PROVIDED "AS-IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. SBIS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, GUARANTIES, CONDITIONS OR REPRESENTATIONS OF ANY KIND (EXPRESS OR IMPLIED, ORAL OR WRITTEN) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, ACCURACY, QUALITY OF INFORMATION, TITLE/NON-INFRINGEMENT, AND THOSE ALLEGED TO ARISE BY A CUSTOM OR USAGE IN A TRADE, OR BY COURSE OF DEALING. SBIS MAKES NO REPRESENTATION OR WARRANTY THAT MATCHBOOK OR ANY REPORT GENERATED FROM MATCHBOOK IS FIT FOR ANY PARTICULAR PURPOSE OR THAT THE OPERATION OF MATCHBOOK, OR THE UNDERLYING VALUATION TOOLS, WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN MATCHBOOK WILL BE CORRECTED. USER EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF MATCHBOOK IS AT USER'S SOLE RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SBIS OR SBIS'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES CONTAINED IN SECTION 12. SBIS MAKES NO WARRANTY AS TO THE ADEQUACY OR CAPACITY OF ANY HARDWARE OR THIRD PARTY SOFTWARE TO ATTAIN SOME OR ALL OF THE PERFORMANCE OBJECTIVES OF USER. MANY FACTORS, INCLUDING BUT NOT LIMITED TO THE TYPE OF NETWORK, THE AMOUNT OF TOTAL NETWORK TRAFFIC, AND THE TYPE AND PATTERN OF USAGE OF MATCHBOOK ON THE NETWORK, WILL IMPACT THE PERFORMANCE OF MATCHBOOK.

**14. LIMITATION OF LIABILITY.** IN NO EVENT SHALL SBIS OR ANY OF ITS OWNERS, MEMBERS, MANAGERS, AFFILIATES, SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES OR INDEPENDENT CONTRACTORS, BE LIABLE TO YOU OR ANY PARTY FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS, OR GOODWILL, OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR BUSINESS INTERRUPTION, LOSS OF PROFITS, REVENUE, BUSINESS INFORMATION OR DATA, OF ANY PERSON OR ENTITY WHETHER ARISING IN CONTRACT,

TORT, OR OTHERWISE, EVEN IF SBIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SBIS HAS SET PRICES FOR MATCHBOOK BASED ON THE ALLOCATION OF RISKS SET OUT IN THIS AGREEMENT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SBIS'S MAXIMUM LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO (I) THE AMOUNT PAID, IF ANY, BY YOU TO SBIS FOR THE SERVICES DURING THE TWO (2) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM OR ACTION AROSE OR (II) TWO HUNDRED DOLLARS (\$200), REGARDLESS OF WHETHER THE CLAIM OR ACTION IS BASED ON CONTRACT, TORT, WARRANTY, INDEMNIFICATION OR OTHERWISE. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. YOU WILL BE RESPONSIBLE FOR ALL CLAIMS AND DAMAGES RESULTING FROM THE MISUSE OF THE SERVICES BY USER AND/OR AUTHORIZED END USERS.

**15. Indemnity.** You agree to indemnify and hold SBIS, its owners, members, managers, officers, partners, directors, managers, members, shareholders, distributors, affiliates, subsidiaries, sponsors, advertisers, licensors, employees, agents, representatives and independent contractors, harmless from any loss, liability, damages, claim, actions, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of Matchbook in violation of this Agreement and/or arising from any use of Matchbook.

**16. Support, Training, and Customizations.** SBIS shall have no support, training or customization obligations hereunder except as otherwise provided in a mutually agreed upon Service Order.

**17. Security.** Protecting your personal information and business data is important to SBIS. SBIS uses encryption technology to protect your information as it is transmitted over to SBIS over the Internet. While SBIS uses security technology to secure your personal information, SBIS cannot guarantee that any electronic commerce is completely secure. Please also see Section 4 regarding security of your username and password.

Matchbook is currently hosted on Microsoft Azure®. Please visit <https://azure.microsoft.com/en-us/support/trust-center/> to see safeguards which Microsoft implements to prevent data loss through malicious attacks.

**18. Consent to Arbitration, Forum Selection and Choice of Law.** By using Matchbook, you expressly agree that if there is any dispute arising out of Matchbook, or in the event of any action arising directly, indirectly, or otherwise in connection with, out of, related to or from this Agreement or any transaction covered hereby or otherwise arising in connection with the relationship between the parties, regardless of whether such action is brought under contract, tort, statute or otherwise, any such dispute shall be governed by the laws of the State of Florida, without regard to its conflict of law provisions, and you expressly agree and consent to arbitration for the resolution of any such dispute. Such arbitration shall be decided by one arbitrator in a hearing held in Sarasota, Florida, pursuant to

the Commercial Rules of the American Arbitration Association. Judgment on the award rendered by the Arbitrator may be entered by any court with jurisdiction. The aforementioned location of arbitration is intended by the parties to be mandatory and not permissive in nature

**19. Legal Fees.** If any dispute arises between the Parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing Party in such proceeding will be entitled to receive its reasonable attorneys' fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief it may be awarded.

**20. Force Majeure.** SBIS shall not be liable for failing to perform its obligations hereunder because of circumstances reasonably beyond its control. Such circumstances shall include (without limitation) any acts or omissions of any government or governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, labor disputes, power failure, delays in transportation or deliveries of supplies or materials, acts of God, computer failure, hardware failure, telecommunications failure, software failure, failure of users to cooperate with the reasonable requests of SBIS, breach of this Agreement by users, and any other events reasonably beyond the control of SBIS (each a "Force Majeure Event").

**21. Entire Agreement.** This Agreement contains the entire agreement between you and SBIS regarding the use of Matchbook. Any other policy statements as referenced herein (as modified by SBIS from time to time) is incorporated herein by reference and made a part of this Agreement.

**22. Assignment.** You may not assign your rights and obligations under this Agreement to any third party, and any purported attempt to do so will be null and void. SBIS may freely assign its rights and obligations under this Agreement.

**23. Severability.** If any part of this Agreement is held invalid or unenforceable, that portion will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions will remain in full force and effect.

**24. Waiver.** Any failure by SBIS to enforce or exercise any provision of this Agreement or related rights will not constitute a waiver of that right or provision.

**25. Captions.** The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

**26. Privacy Policy.** Please refer to our Privacy Policy found [here](#) , which is incorporated into this Agreement by reference. Please also refer to D&B's Privacy Policy currently located at the following link: <http://www.dnb.com/utility-pages/privacy-policy.html>

Please contact us with any questions regarding this Agreement.