

Checkpoint® Educational License Agreement for RIA's Academic Advantage Program.

This Checkpoint® Educational License Agreement for RIA's Academic Advantage Program and any addenda (collectively the "Agreement") is confidential and shall not be reproduced nor shall its content be discussed with any third party. To the extent the terms and conditions of this Agreement shall conflict with the on-screen license agreement for Checkpoint, the terms of this Agreement shall govern. It is entered into by and between You (as defined in the Order Form made a part hereof), and Thomson Professional & Regulatory Inc., d.b.a. RIA ("RIA"), both of which, intending to be legally bound, understand and agree as follows:

1. Definition of Terms

Data - All of the information stored and contained in this product. Except for the limited license granted to You in this Agreement, all product Data provided by RIA and/or other information suppliers in all languages, formats, and media throughout the world will continue to be the exclusive copyrighted property of RIA and its various information suppliers.

Program - All of the programs, control information, and related software contained in the product, including those provided by RIA.

Licensed Information - Any combination of the Data and Program licensed under this Agreement.

"You" or "Your" - The educational institution defined in the Order Form which is licensing the Licensed Information and granting access to the Licensed Information to its employees, faculty, staff and currently enrolled students.

2. Fees for Services

Your payment entitles You to access the Licensed Information and use of the Program in accordance with the terms of this Agreement. You also are responsible for the payment of all sales, use, or other taxes or charges assessed by any governmental authority in connection with this license. All amounts payable under this Agreement must be made in accordance with RIA's billing practices. RIA reserves the right to revise its charges at any time without notice.

3. Term of License Agreement

Your non-exclusive license to the product Data and Program will begin immediately upon activation of Your User IDs and will continue for the amount of time indicated on Your order. You are entitled to have the product information kept current for the period indicated, in accordance with RIA's update policies and procedures.

4. Cancellation

(a) In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the license, such party shall so notify the breaching party in writing. The breaching party shall have 30 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within 30 days, the non-breaching party shall have the right to terminate the Agreement without further notice. If You are the breaching party, RIA may recover, in addition to any rights and remedies the sum of (i) all unpaid charges outstanding, (ii) the applicable charges through the end of the term of the agreement, and (iii) attorneys' fees.

(b) You may cancel the service at any time on not less than ninety (90) days prior written notice to RIA, 117 East Stevens Avenue, Valhalla, NY 10595-1264.

5. Computer Equipment & Software

You are solely responsible for selecting, purchasing, installing and maintaining the equipment, software and telecommunications needed to access any part of the Licensed Information. Your failure to do so does not relieve You of payment obligations to RIA.

6. RIA's Advisory Responsibilities

(a) RIA reserves the right to charge additional service fees if You seek assistance on matters not directly relating to Your ability to access or use of the Licensed Information.

(b) RIA does not provide services as a professional expert or advisor regarding Your computer or Your information needs. RIA is not responsible if Your information requirements change, resulting in the Licensed Information becoming incompatible with Your needs.

7. Permitted Uses of Licensed Information

You are entitled to access Licensed Information from RIA only during the term of this Agreement. You may utilize the Licensed Information for educational purposes only.

8. Limitations on Use

(a) You must restrict access to the Licensed Information to Authorized Users who shall be defined as (1) Your employees who require access in the performance of their teaching related duties and (2) to Your currently enrolled students who require access for educational purposes only.

(b) Instructional guides and materials are provided solely to support Your authorized use of the Licensed Information. You may not use, copy, modify, or distribute these materials, or any copy, adaptation, transcription, or portion of them except as expressly authorized by RIA by separate written Agreement.

(c) Licensed Information or any part of it may not be used, in any manner, except as expressly permitted under this Agreement. You may not reverse engineer, decompile, disassemble, or otherwise duplicate the Program or any part of it. You may not sell, assign, disclose, furnish, or redistribute any Licensed Information to any other person, firm, institution, corporation or entity.

(d) You may not use the CHECKPOINT software included with the RIA Licensed Information with any other database(s), and You may not provide or allow access to the product Data other than for the exclusive use of Your employees and currently enrolled students.

(e) While this Agreement is in effect, You may not use, aid or permit any other party to use RIA Licensed Information for any illegal purposes.

9. Multiple User Access

You will restrict the number of concurrent users with access to search and display the Data to the total shown on Your Order Form.

10. Limitation of Liability

LICENSED INFORMATION IS PROVIDED "AS IS" AND NEITHER RIA NOR ANY THIRD PARTY SOFTWARE OR DATA PROVIDER MAKES ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY LICENSED INFORMATION PROVIDED, INCLUDING ITS QUALITY, ACCURACY, COMPLETENESS, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL RIA OR ITS THIRD PARTY SOFTWARE OR DATA PROVIDERS BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF DELAYS, ERRORS, OMISSIONS, INACCURACIES, OR THE USE OR INABILITY TO USE THE LICENSED INFORMATION OR DOCUMENTATION, OR FOR INTERRUPTION OF THE LICENSED INFORMATION, FROM WHATEVER CAUSE. THIS WILL APPLY EVEN IF RIA OR ITS THIRD PARTY PROVIDERS HAVE BEEN ADVISED THAT THE POSSIBILITY OF SUCH DAMAGES EXISTS.

SPECIFICALLY, NEITHER RIA NOR ANY THIRD PARTY PROVIDER IS RESPONSIBLE FOR ANY COSTS, INCLUDING THOSE INCURRED AS A RESULT OF LOST PROFITS OR REVENUE, LOSS OF DATA, THE COST OF RECOVERING SUCH PROGRAMS OR DATA, THE COST OF ANY SUBSTITUTE PROGRAM, CLAIMS BY THIRD PARTIES, OR FOR OTHER SIMILAR COSTS. IN NO CASE WILL RIA'S LIABILITY EXCEED THE AMOUNT OF THE LICENSE FEES PAID.

Because software and data are inherently complex and may not be completely free of errors, You are advised to validate Your work. Licensed Information is not meant to be a substitute for human judgement.

11. Indemnification

You agree to defend, indemnify and hold RIA harmless from and against all claims and damages (including reasonable attorneys' fees) regarding the use of any Licensed Information, unless the claims or damages are due to RIA's gross negligence or willful misconduct.

12. Miscellaneous

(a) RIA retains all rights not expressly granted to You in this Agreement. Nothing in this Agreement constitutes a waiver of RIA's rights under the applicable copyright law. This license is non-exclusive. In the event that You terminate this Agreement during or immediately after a trial period (granted to You by RIA), You agree to erase all software. RIA will not be responsible for performance problems due to circumstances beyond its reasonable control.

(b) This Agreement, including the information on Your order, constitutes the entire contract between You and RIA. All prior agreements and all oral or collateral representations, agreements, and understandings are superseded by this license Agreement.

(c) Except as expressly provided above, this Agreement or any part of it cannot be changed, waived, or discharged other than by a statement in writing signed by You and RIA.

(d) RIA may assign or transfer its rights in this Agreement. You may not sublicense, assign or transfer Your interests in this Agreement.

(e) Notices under this Agreement will be considered to have been given when mailed by first class mail, postage paid, to Research Institute of America Group, 117 East Stevens Avenue, Valhalla, NY 10595-1264, and to You at Your address as indicated on Your order. Such addresses may be changed by notice as stipulated in this Agreement.

(f) The Agreement shall in all respects be governed by and construed in accordance with the laws of the State of New York (without regard to principles of conflicts of law).

13. Government Customers

This Licensed Information and related documentation are provided to the federal government and its agencies with RESTRICTED RIGHTS. THE USE, DUPLICATION, OR DISCLOSURE BY THE GOVERNMENT IS SUBJECT TO THE RESTRICTIONS SET FORTH IN SUBPARAGRAPH (c)(1)(ii) OF THE RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE CLAUSE AT DFARS 252.227-7013 OR SUBPARAGRAPHS (c)(1) OR (2) OF THE COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS AT 48 CFR 52.227-19, AS APPLICABLE.

CONTRACTOR/MANUFACTURER IS RIA, 395 HUDSON STREET, NEW YORK, NY 10014 USA.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement the day and year last written below.

THOMSON PROFESSIONAL & REGULATORY INC. CLIENT NAME
D.B.A. RIA

SIGNATURE _____

TYPED NAME _____

TITLE _____

DATE _____

SIGNATURE *Terry E. Gordon*

TYPED NAME TERRY E. GORDON

TITLE ASSOCIATE LIBRARIAN

DATE 6/12/2003

System Requirements

Minimum System Requirements

Hardware:

28.8+ kbps modem, ISDN or direct Ethernet connection

100% IBM compatible computer; Pentium

16 MB (Windows 95/98); 32 MB (Windows NT)

20 MB hard disk space

Windows compatible mouse

SVGA monitor, 800x600; 256 Colors

Any printer supported by the operating system in use

Software:

Windows 95/98 or Windows NT 4.x

Netscape Navigator or Microsoft Internet Explorer (version 4.x)

Communications:

Java Script must be enabled

System must be set to accept cookies

Recommended Requirements

Pentium II computer or better

Netscape Navigator or Microsoft Internet Explorer (latest full release)

32 MB (Windows 95/98); 64 MB (Windows NT)

Direct connection to the Internet with a national ISP -- recommended: AT&T, Cable & Wireless (MCI), Sprint

**AMENDMENT TO
CHECKPOINT EDUCATIONAL LICENSE AGREEMENT
TERMS AND CONDITIONS
BETWEEN THOMSON PROFESSIONAL & REGULATORY INC.
d.b.a. RIA ("RIA")
AND EMORY UNIVERSITY ("YOU" OR "YOUR")**

This Amendment is confidential and shall not be reproduced nor shall its content be discussed with any third party. To the extent set forth herein, this Amendment amends the Checkpoint Educational License Agreement ("Agreement") between the parties of even date herein and is merged therein by this reference.

1. Delete the last sentence of **Section 2. Fees for Services** and replace it with the following:

RIA reserves the right to revise its charges at any time without notice, however those fees payable by You shall remain consistent in the amounts and for the term specified on the Order Form.

2. Delete **Section 8. Limitations on Use, paragraph (a)** and replace it with the following:

(a) You must restrict access to the Licensed Information to Authorized Users who shall be defined as (1) Your employees who require access in the performance of their education related duties and (2) to Your currently enrolled students who require access for educational purposes only.

3. **Counterparts and Exchanges by Fax.** This Amendment may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Amendment (in counterparts or otherwise) by fax shall be sufficient to bind the Parties to the terms and conditions of this Amendment.

Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date below their respective names.

THOMSON PROFESSIONAL & REGULATORY INC.
D.B.A. RIA

EMORY UNIVERSITY

SIGNATURE _____

SIGNATURE Terry E. Gordon

TYPED NAME _____

TYPED NAME TERRY E. GORDON

TITLE _____

TITLE ASSOCIATE LIBRARIAN

DATE _____

DATE 6/12/2003