

## BBNA LICENSE AGREEMENT ACADEMIC CUSTOMERS

This BBNA Academic License Agreement ("License Agreement") is between THE BUREAU OF NATIONAL AFFAIRS, INC., 1801 S. Bell Street, Arlington, VA 22202, and/or a wholly owned subsidiary of BBNA, including TAX MANAGEMENT INC. and BNA INTERNATIONAL, INC. (referred to as "BBNA") and Customer. This License Agreement shall apply to the access to and/or use of any BBNA product for academic use ("Licensed Product(s)") by Customer and Users (as defined below).

Access to and/or any use of the Licensed Products constitutes acceptance of all terms and conditions contained herein. This License Agreement also incorporates the terms and conditions of all applicable Order Forms and any other applicable terms and conditions governing website access set forth on and referenced as part of the Terms of Service designated by BBNA from time to time, as posted on the Licensed Product's webpage. For purposes of this License Agreement, "Order Form" shall mean any agreement, invoice, purchase order, or subscription confirmation detailing the terms of Customer's subscription to one or more Licensed Product(s) ("Subscription(s)"). If Customer does not agree with the terms and conditions stated herein, then Customer shall immediately contact BBNA to discontinue access (Customer Relations, telephone: 1-800-372-1033, e-mail: [customercare@bna.com](mailto:customercare@bna.com)). Renewal of any Subscription for any Licensed Product following any changes to this License Agreement will constitute acceptance of those changes.

1. **License.** BBNA grants to Customer and each User a non-exclusive, non-transferable, limited right to access and use the Licensed Products described in the applicable Order Form(s) in accordance with this License Agreement. Customer is solely responsible for selecting, purchasing, installing, and maintaining the telecommunication, software, hardware, and other equipment necessary to use the Licensed Products, and for access and similar charges incurred under any third party information provider subscription agreement. Customer agrees to keep the terms of this Agreement strictly confidential and agrees to not disclose, either directly or indirectly, such terms, except as otherwise set forth in paragraph 2(c).

### 2. Customer; Users.

a. The terms and conditions of this License Agreement shall apply to all Users. Access to and use of the Licensed Products by any other third party is not permitted. If requested by BBNA, Customer will identify to BBNA, in writing, the names and addresses of each such User.

b. The term "User(s)" shall include full-time and part-time, current, or visiting members of the faculty, library staff and currently enrolled students, who are permitted to access the Customer's secure computer network system ("Network"), regardless of physical location of such person(s), provided that use is solely for academic purposes. Authorized Users shall also include other persons, e.g., walk-ins, who are permitted to use the Customer's library and access the Network from computer terminals located on the library premises. If Customer is unable to limit access to Users (e.g., if its Network is integrated with the university's network), it will take any and all steps necessary to minimize the risk of unauthorized access.

c. All access to and use of the Licensed Products shall be subject to the terms of this License Agreement. Customer shall notify all Users of the terms of this License Agreement through either a "click-through" license that appears online each time the Licensed Products are accessed, or other means that will notify Users that use is subject to the terms of this License Agreement. Customer agrees to notify BBNA promptly in writing of any known or suspected unauthorized use of the Licensed Products or breach of security, including but not limited to loss, theft, or unauthorized disclosure of User names and passwords.

d. If applicable, the number of Users and/or locations must not exceed the maximum number of users and/locations specified on the Order Form.

### 3. Subscription Fees and Payment.

a. At the beginning of the Subscription Term (as defined below), BBNA will send an invoice to Customer to one designated billing address. If Customer upgrades a Subscription (e.g., increases the number of maximum authorized Users), BBNA will invoice Customer for additional fees at the prices in effect at the time of the change, on a prorated basis over the remainder of the current Subscription Term.

b. Within sixty (60) days after agreeing to a new Subscription, Customer must notify BBNA of any existing BBNA subscription that needs to be cancelled as a result of the new Subscription. If Customer gives timely notice, BBNA will apply any payments made by Customer on the unfulfilled portion of the existing Subscription to amounts owed for the new Subscription.

c. All fees for Subscriptions listed on the Order Form are exclusive of any taxes and charges for replication, telecommunication, software, hardware, and other equipment. BBNA is required by law to collect all state and local sales, use, and similar taxes that apply to a Customer's purchase of a license. Unless the Customer provides BBNA with a valid, complete, and signed tax exemption certificate applicable to the Licensed Product's ship-to locations, Customer is responsible for paying sales and all other taxes associated with the Subscription. If applicable, a separate charge for these taxes will be shown on the invoice.

d. All payments are due to BBNA within thirty (30) days after the invoice date. After thirty (30) days, BBNA will assess interest on all amounts reflected in the invoice at a rate of 1% per month or the highest lawful interest rate, whichever is less. BBNA may also immediately terminate access to the Licensed Products by Customer and Users, without further notice, if BBNA does not receive payment within sixty (60) days after the invoice date.

4. **Renewals.** BBNA reserves the right to revise its prices for renewal Subscriptions at any time and without notice. Customer's payment of any renewal invoice will constitute acceptance of the renewal price and the renewed Subscription, which will continue to be otherwise governed by this License Agreement (including any applicable Order Form). The conditions of payment described in paragraph 3 shall apply to all payments of renewal invoices.

5. **Copyright.** The Licensed Products contain proprietary content and/or software of BBNA that is protected by copyright and other laws respecting proprietary rights. The Licensed Products also may contain similarly protected licensed proprietary material of third party licensors. BBNA

and its licensors retain all rights in the Licensed Products, including (without limitation) all copyright and other proprietary rights worldwide in all media. Customer and Users may not use the Licensed Products except as expressly permitted under this Agreement, the BBNA Copyright Guidelines ([www.bna.com/corp/copyright.htm](http://www.bna.com/corp/copyright.htm)), and under U.S. copyright laws. Customer is responsible for making Users aware of and complying with the BBNA Copyright Guidelines. BBNA reserves the right to revise the BBNA Copyright Guidelines at any time.

## 6. Use of the Licensed Products.

a. Authorized Users may access the Licensed Products solely for their individual or personal academic use as permitted hereunder and by the then current BBNA Copyright Guidelines ([www.bna.com/corp/copyright.htm](http://www.bna.com/corp/copyright.htm)). Customer may not use the Licensed Products for commercial purposes, including, but not limited to, the sale of the Licensed Products or bulk reproduction or distribution of the Licensed Products in any form. Unless otherwise authorized in writing by BBNA and the appropriate licensor, any systematic, routine or regular distribution of any portion of the Licensed Products is strictly prohibited. The rights granted here are an expansion of the rights granted under the Copyright Act and do not include any rights to reproduce in its entirety any portion of the Licensed Products or materials contained therein. No part of the Licensed Products may be duplicated in any medium or format beyond the express terms of this Agreement without prior written authorization from BBNA, Attention: Permissions Manager (e-mail: [permissions@bna.com](mailto:permissions@bna.com)).

b. Unless otherwise authorized in writing by BBNA, Customer and Users may not: reproduce, create derivative works from, perform, publish, transmit, distribute, sell (or participate in any sale), or otherwise access, use, or exploit any material retrieved from or contained in the Licensed Products in any manner whatsoever that may infringe any copyright or proprietary interest of BBNA or any licensors; store any content from the Licensed Products in any information storage and retrieval system; distribute the information contained in the Licensed Products to any person who is not duly authorized to use or receive the Licensed Products; distribute, rent, sublicense, lease, transfer or assign the Licensed Products or this License Agreement; decompile, disassemble, or otherwise reverse-engineer the Licensed Products, or alter, translate, modify, or adapt the Licensed Products to create derivative works; make use of "framing" or other means of redirecting content; copy and redistribute (internally or externally) any tables of contents, highlights, indexes, or other finding aids included in the Licensed Products.

c. Customer and each User is expressly prohibited from placing or installing any portion of the Licensed Products on any electronic media, including, but not limited to, local or wide area networks, timesharing services, multiple processing units, multiple site arrangements, service or software rental bureaus, list servers, online services, electronic bulletin boards or forums, Web sites, or any other server that is Internet-enabled, without written authorization by BBNA.

d. Customer, on behalf of itself and each User, acknowledges and agrees that the Licensed Products (and the licensed materials contained therein) are highly proprietary in nature and that unauthorized copying, transfer or use may cause BBNA or its licensors irreparable injury that cannot be adequately compensated for by means of monetary damages.

Customer, on behalf of itself and each User, acknowledges and agrees that BBNA may enforce any breach of this License Agreement by Customer or any User by means of equitable relief (including, but not limited to, injunctive relief) in addition to any other available rights and remedies. Unauthorized reproduction, transfer, and/or use may be a violation of criminal as well as civil law.

e. The Licensed Products may be used solely for purposes of academic use, as follows:

Copy. Customer and Users may download and digitally copy the Licensed Products in accord with the BBNA Copyright Guidelines, and except as prohibited under paragraph 6.b. of this Agreement.

Print Copy. Customer and Users may print the Licensed Products in accord with the BBNA Copyright Guidelines, except as prohibited under paragraph 6.b. of this Agreement.

Recover Copying Costs. Customer may charge a reasonable fee to cover costs of copying or printing portions of the Licensed Products for Users in accord with this Agreement.

Course Packs. Customer and Users may use a reasonable portion, as determined by BBNA in its sole discretion, of the Licensed Products in the preparation of course packs.

Electronic Reserve. Customer and Users may use a reasonable portion, as determined by BBNA in its sole discretion, of the Licensed Products for use in connection with specific courses of instruction offered by Customer.

Electronic Links. Customer may provide electronic links for Users to the Licensed Products from Customer's web page(s), and is encouraged to do so in ways that will increase the usefulness of the Licensed Products to Users.

Scholarly Sharing. On an occasional basis, Users may transmit to a third-party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Products for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale, broad distribution, or on a systematic, routine or regular basis. In addition, Users shall have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Products in the User's own scientific, scholarly, and educational works.

Interlibrary Loan. Customer may fulfill requests from other institutions, a practice commonly called Interlibrary Loan. Customer agrees to fulfill such requests in compliance with Section 108 of the United States Copyright Law (17 USC § 108, "Limitations on exclusive rights: Reproduction by libraries and archives") and clause 3 of the Guidelines for the Proviso of Subsection 108(g)(2) prepared by the National Commission on New Technological Uses of Copyright Works. Customer agrees to provide the copy in print form and not electronically.

Dockets. Customer acknowledges that BBNA may limit the number of dockets Customer and/or Users request or the related content, functionality and/or features at any time and in its sole discretion.

7. **Disclaimer of Professional Advice.** The information provided through the Licensed Products is not and shall not be construed as tax, accounting, legal, regulatory or other

professional advice or sufficient to satisfy any tax, accounting, legal, regulatory or other professional requirements. Customer and/or each User should always consult his or her own tax, accounting, legal, regulatory or other professional advisor(s) for advice. None of the Licensed Products nor any related services or any portion thereof shall constitute or be construed as a solicitation, offer, opinion or recommendation by BBNA, its affiliates or any supplier, for any transaction in any financial instrument, including but not limited to securities, or to provide legal, financial or investment advice or recommendations.

**8. Limited Warranty; Limitation of Liability; Indemnification.**

a. WHILE BBNA, ITS AFFILIATES AND THEIR LICENSORS ATTEMPT TO INCLUDE ACCURATE AND COMPLETE CONTENT IN THE LICENSED PRODUCTS AND ERROR-FREE SOFTWARE, OCCASIONAL ERRORS OR OMISSIONS MAY OCCUR IN THE LICENSED PRODUCTS AND SOFTWARE. NEITHER BBNA NOR ITS AFFILIATES AND THEIR LICENSORS MAKE ANY REPRESENTATION REGARDING THE ACCURACY OR COMPLETENESS OF THE CONTENT PROVIDED OR THE ERROR-FREE NATURE OF THE SOFTWARE OR APPLICATIONS PROVIDED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS LICENSE AGREEMENT, THE LICENSED PRODUCTS, THE CONTENT AND SOFTWARE ARE PROVIDED TO THE CUSTOMER AND USERS "AS IS." BBNA, ITS AFFILIATES AND THEIR LICENSORS AND SUPPLIERS OF CONTENT AND SOFTWARE FOR THE LICENSED PRODUCTS MAKE NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED. BBNA, ITS AFFILIATES AND THEIR LICENSORS AND SUPPLIERS OF CONTENT AND SOFTWARE FOR THE LICENSED PRODUCTS DO NOT WARRANT THE ACCURACY, COMPLETENESS, PERFORMANCE, CURRENCY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LICENSED PRODUCTS OR THE CONTENT THEY CONTAIN OR THE METHOD OF DELIVERING THAT CONTENT TO CUSTOMER AND USERS.

BBNA, ITS AFFILIATES AND THEIR LICENSORS AND SUPPLIERS OF CONTENT AND SOFTWARE FOR THE LICENSED PRODUCTS DISCLAIM ALL RESPONSIBILITY FOR ANY LOSS OR CLAIM OF ANY KIND RESULTING FROM, ARISING OUT OF, OR ANY WAY RELATED TO (A) ERRORS IN OR OMISSIONS FROM ANY LICENSED PRODUCT AND ITS CONTENT, INCLUDING TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) ANY THIRD-PARTY WEB SITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH HOT LINKS IN ANY LICENSED PRODUCT, (C) THE UNAVAILABILITY OF ANY LICENSED PRODUCT, (D) ANY USE OF ANY LICENSED PRODUCT, (E) ANY USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH ANY LICENSED PRODUCT, OR (F) ANY RELIANCE ON THE INFORMATION CONTAINED IN THE LICENSED PRODUCTS OR IN ANY CUSTOMER SUPPORT INFORMATION.

b. IN NO EVENT SHALL BBNA, ITS AFFILIATES OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES ("BBNA GROUP") HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INJURY OR DAMAGE AND/OR BE LIABLE TO CUSTOMER, ANY USER, OR ANY OTHER PERSON FOR ANY LOSSES, LOSS PROFITS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR

CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL IN ANY WAY ARISING FROM OR RELATING TO THIS LICENSE AGREEMENT OR RESULTING FROM THE USE OF OR INABILITY TO USE ANY LICENSED PRODUCT OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS UNDER THIS LICENSE AGREEMENT, INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF SUCH USER, CUSTOMER, OR OTHER PERSON HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ALL CUSTOMERS OR THEIR RESPECTIVE USERS. IF THE FOREGOING LIMITATIONS ARE HELD TO BE UNENFORCEABLE, BBNA GROUP'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT TO CUSTOMER, ANY USER, OR ANY OTHER PERSON SHALL IN ANY EVENT NOT EXCEED THE AMOUNT OF THE SUBSCRIPTION FEES PAID BY CUSTOMER FOR THE APPLICABLE LICENSED PRODUCT(S) FOR THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE ALLEGED INJURY OR DAMAGE.

c. IN NO EVENT MAY CUSTOMER OR ANY USER BRING ANY CLAIM OR CAUSE OF ACTION AGAINST THE BBNA GROUP MORE THAN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES.

d. Customer agrees to indemnify, defend, and hold the BBNA Group and its licensors and suppliers harmless from and against any and all claims and losses arising out of or in any way related to any use of the Licensed Products, or of any content, data or documentation received through the Licensed Products, regardless of the form of action.

e. Notwithstanding any limitations contained in this paragraph 8, BBNA shall indemnify and hold Customer harmless and shall defend or settle any claim, suit or proceeding brought against Customer that is based upon a third-party claim that the content contained in the Licensed Product(s) infringes a United States copyright or violates an intellectual or proprietary right protected by United States law ("Claim"), provided that (a) Customer shall notify BBNA in writing of any Claim within ten (10) calendar days after Customer first receives notice of the Claim, (b) BBNA shall have sole control over any Claim (including without limitation the selection of counsel and the right to settle on behalf of Customer on any terms BBNA deems desirable in the sole exercise of its discretion), and (c) Customer shall provide to BBNA at no cost with such assistance and cooperation as BBNA may reasonably request from time to time in connection with the defense of the Claim. Customer may, at its sole cost, retain separate counsel and participate in the defense or settlement negotiations. BBNA shall pay actual damages and costs awarded against Customer (or payable by Customer pursuant to a settlement agreement) in connection with a Claim. If the Licensed Product(s) or its use becomes the subject of a Claim or its use is enjoined, or if, in the opinion of BBNA's legal counsel, the Licensed Product(s) is likely to become the subject of a Claim, BBNA shall attempt to resolve the Claim by using commercially reasonable efforts to modify the Licensed Product(s) or obtain a license to continue using the Licensed Product(s). If, in the opinion of BBNA's legal counsel, the Claim, injunction, or potential Claim cannot be resolved through reasonable modification or licensing, BBNA, at its own election, may terminate the Agreement, in whole or in part, the applicable Order Form, and/or the Subscription giving rise to the Claim without liability, and will refund to

Customer the pro-rata portion of any fees for the infringing Licensed Product(s) paid in advance by Customer to BBNA and attributable to any post-termination period. BBNA shall have no obligations under this paragraph, if the Claim is based on (i) additions, changes, or modifications to the Licensed Product(s), (ii) a combination of material, content, products, or software not provided by BBNA, or (iii) use of the Licensed Product(s) other than as expressly permitted by this Agreement. THE FOREGOING CONSTITUTES BBNA'S SOLE AND EXCLUSIVE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT.

#### 9. Term and Termination.

a. The term of this Agreement shall begin on the date that it is signed by both parties and shall remain in effect until all Order Forms have been terminated (the "Term"), unless earlier terminated in accordance with the terms herein. Except as otherwise provided, the subscription to each Licensed Product is non-cancelable and shall continue during its applicable term as set forth on an Order Form ("Subscription Term"). BBNA may immediately terminate this Agreement, an Order Form, and/or the applicable Subscription if Customer or any User materially breaches any provision of this Agreement and such breach is not fully remedied within thirty (30) days after Customer's receipt of written notice of such breach. Additionally, BBNA may terminate a Subscription if BBNA does not receive payment of any fees for such Subscription within sixty (60) days after the invoice date. Customer may terminate the applicable Subscription if BBNA materially breaches any provision of this Agreement and fails to fully remedy such breach within thirty (30) days after BBNA's receipt of written notice of such breach. Either party may terminate a Subscription, effective at the end of its Subscription Term, if the terminating party delivers to the other party written notice of its intent to terminate such Subscription no less than thirty (30) days before the last day of the Subscription Term. Either party may terminate this Agreement if the other party has any proceedings instituted by or against it seeking relief, reorganization or arrangement under any laws relating to insolvency, or any assignment for the benefit of creditors, or the appointment of a receiver, liquidator or trustee of any of its property or assets, or the liquidation, dissolution or winding up of its business. Notwithstanding the foregoing, BBNA may immediately terminate the Agreement without further notice if it reasonably believes that the Customer or any User has engaged in activity that violates applicable law or commits the same or substantially similar breach of any provision of this Agreement more than once in any twelve (12) month period. Notwithstanding anything to the contrary in this Agreement, BBNA may immediately suspend or terminate Customer's access to, and use of, content of a supplier contained in any Licensed Product(s) if so required or instructed by such supplier. The Order Form(s) shall terminate upon the termination of this Agreement, but the termination of any Order Form shall not itself terminate this Agreement.

b. All obligations under this License Agreement when terminated shall survive termination with respect to any events occurred, or any money that was accrued and owing, prior to the effective date of any termination under this License Agreement. Paragraphs 5, 7, 8, 9, 12 and 13 shall survive any termination of this Agreement and shall continue in full force and effect.

10. **Discontinuation of Publication.** Occasionally, BBNA may discontinue a publication, or add/delete specific publications from a package of combined publications. If Customer has a subscription to any discontinued publication

that is not part of a package of combined publications, then Customer will be offered a comparable publication, if available. If no comparable publication is available, or if Customer chooses not to accept the offer of a comparable publication, then BBNA will provide, at its option, either a pro-rata credit against subsequent fees for another Subscription, or a pro-rata refund of the unused portion of the fees paid for such discontinued publication. BBNA also may occasionally change, suspend, or discontinue an aspect of the Licensed Products at any time, including the availability of any feature, database, delivery methods, or content. In such case, BBNA will use reasonable efforts to notify Customer to the extent BBNA believes, in its good faith discretion, that any such revision or discontinuance will have a material and adverse effect on Customer's use of the Product

11. **CD-ROM disks.** To minimize outdated information, each BBNA CD-ROM is rendered inoperable after a certain period which may vary depending on the particular Licensed Product. Customer will receive appropriate updates according to the Licensed Product's publication schedule through the Subscription Term.

12. **Notices.** Notice under this Agreement shall be made in writing; sent via certified mail, return receipt requested, or a nationally recognized overnight courier service; effective upon receipt at the address stated below; and addressed as follows: If to BBNA, to 1801 S. Bell Street, Arlington, VA 22202, Attn: General Counsel. If to Customer, to the address included on the applicable Order Form.

#### 13. Miscellaneous Provisions.

a. **Force Majeure.** BBNA shall not be liable for failure to perform any part of this License Agreement where such failure is due to fire, flood, power outages, strikes, labor troubles or other industrial disturbances, inevitable accidents, war (declared or undeclared), acts of terror, commercially unreasonable hostile acts by a third party with respect to the Licensed Products (including a denial of service attack), embargoes, blockages, legal restrictions, governmental regulations or orders, riots, insurrections, or any cause beyond the control of BBNA. This License Agreement shall not be regarded as terminated or frustrated as a result of such failure of performance that does not exceed one (1) month, and the parties shall proceed under this License Agreement when the causes of such non-performance have ceased or have been eliminated.

b. **No Waiver.** Should BBNA or any Customer fail to exercise or enforce any provision of this License Agreement or to waive any rights in respect thereto, such waiver or failure shall not be construed as constituting a continuing waiver or waiver of any other right.

c. **Choice of Law.** This License Agreement shall for all purposes be governed and construed in accordance with the law of the Commonwealth of Virginia without regard to its choice-of-law rules. The parties, and their successors and assigns, agree to submit to the jurisdiction of each of the federal and state courts located in Arlington County, Virginia, in connection with any matters arising out of or relating to this Agreement, and waive any objection to such venue, including forum non conveniens, sovereign immunity, Act of State or analogous doctrines.

d. **Entire Agreement.** Unless otherwise specified in any applicable Order Form, this License Agreement, as it may be amended from time to time, constitutes the entire agreement between each Customer and BBNA, and supersedes all prior

or contemporaneous writings, discussions, agreements, and understandings of any kind, with respect to the subject matter of this License Agreement.

e. Severability. If any provision of this License Agreement shall be held to be unenforceable, the parties shall renegotiate those provisions in good faith to be valid, enforceable substitute provisions, which provisions shall reflect as closely as possible the intent of the original provisions of this License Agreement. If the parties fail to negotiate a substitute provision, this License Agreement will continue in full force and effect without that provision and will be interpreted to reflect the original intent of the parties.

f. Third Party Beneficiaries. All beneficial rights (other than the right to collect fees) granted to or reserved in this License Agreement by BBNA, including limitations of liability, warranty disclaimers, confidentiality, ownership, limitation of damages, and indemnification for third party claims, shall accrue to and are for the benefit of licensors and suppliers to the same extent as BBNA. Except as expressly stated herein, nothing contained in this License Agreement is intended to create third party beneficiaries thereof or thereunder.

g. Each Party Acting Independently. BBNA and Customer agree that each is acting independently of the other, that they are not joint venturers, and that neither is an agent, partner, or joint venturer of the other.

h. Amendment and Assignment. Except as otherwise expressly set forth herein, neither this License Agreement nor

any Order Form shall be changed, modified or amended except by a writing signed by a duly authorized representative of BBNA and the Customer. Neither party may assign this Agreement or any rights or obligations created under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld, except that BBNA may assign this Agreement without consent (i) to any subsidiary or affiliated company, (ii) to an entity succeeding to all or substantially all of its stock or assets, whether by merger or purchase, provided that such entity shall expressly assume all of BBNA's obligations under the Agreement, or (iii) in the event BBNA sells or otherwise transfers a Product to a third party. Customer acknowledges and agrees that BBNA may delegate certain of its responsibilities, obligations and duties under or in connection with this Agreement to a third party or an affiliate of BBNA, which may discharge those responsibilities, obligations and duties on behalf of BBNA. With respect to any such delegation, BBNA will be responsible and liable for any breach of this Agreement by the third party or affiliate if and to the same extent BBNA would be responsible and liable pursuant to this Agreement if it had committed such breach directly. Any unauthorized assignment or delegation will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties' successors and assigns.

i. Headings and Cross-References. The headings in this License Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the subscription start date.

Revised February 6, 2014