NOTICE: THE FOLLOWING GENERAL TERMS & CONDITIONS APPLY TO YOUR USE OF D.R.S. ONLINE AND ITS' AFFILIATED SERVICES. AS YOU ARE AN AUTHORIZED USER, IN AN ORGANIZATION WHICH IS CURRENTLY A PARTY TO AN AUTHORIZED SUBSCRIBER AGREEMENT FOR SERVICES WITH D.R.S. YOU WILL THEREFORE BE GOVERNED BY THE FOLLOWING TERMS & CONDITIONS WHICH ARE CURRENTLY IN EFFECT. FAILURE TO ABIDE WITH THESE TERMS AND CONDITIONS WILL RESULT IN THE SERVICES BEING TERMINATED.

## **GENERAL TERMS & CONDITIONS FOR USE OF THE ONLINE SERVICES**

The terms and conditions listed below govern use of the online services (the "Online Services") and materials available therein ("Materials") provided by D.R.S. and its' affiliated companies. The terms "you" and "your" in upper or lowercase shall mean the entity (e.g., company, corporation, partnership, sole proprietor, etc.) or government agency entering into a Subscription Agreement with D.R.S. The "Subscription Agreement" shall consist of these General Terms and Conditions, and standards.

# 1. GRANT OF RIGHTS; RESTRICTIONS ON USE

- 1.1 You and the Authorized Users (defined below in Section 2.1) are granted a nonexclusive, nontransferable, limited right to access and use for specific purposes the Online Services and Materials made available to you. The rights granted to each Authorized User are as follows:
- (a) The right to electronically display Materials retrieved from the Online Services for the Authorized User's individual use (e.g., no Authorized User may network others via LANs, WANs, intranets or the internet), (b) The right to email, fax, download or make printouts using the commands of the Online Services and the right to create a single printout of Materials accessed or downloaded by any other means (collectively, "Authorized Printouts");
- (c) With respect to Materials that are court cases, court rules, court briefs, agency issued documents, agency regulations or executive branch materials from the United States, its states, local governments, or territories (collectively, "Authorized Legal Materials"), the right to download using the commands of the Online Services and store in machine-readable form, primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Authorized Legal Materials included in any individually searchable file or content source in the Online Services to the extent the storage of those Authorized Legal Materials is not further limited or prohibited by the Supplemental Terms. The storage may continue so long as the Authorized Legal Materials are needed for purposes contemplated under the Subscription Agreement or until the Subscription Agreement is terminated, whichever occurs first;

(d) With respect to all Materials other than Authorized Legal Materials, the right to download using the commands of the Online Services and store in machine readable form primarily for that Authorized User's exclusive use, a single copy of insubstantial portions of those Materials included in any individually searchable file or content source in the Online Services, to the extent the storage of those Materials is not further limited or prohibited by the Supplemental Terms;

If you are not an Authorized User, you are not permitted to access or use the Online Services for any purpose whatsoever.

If you nevertheless access and use the Online Services without authorization, your access and use will be governed by these General Terms and Conditions and you will be liable to D.R.S. for any breach of the General Terms and Conditions as well as for unauthorized access inclusive of sharing/ distributing or illegally using secured data without specific authority.

- 1.2 To the extent permitted by applicable copyright law and not further limited or prohibited by the Supplemental Terms, you and the Authorized Users may make copies of Authorized Printouts and distribute Authorized Printouts and copies.
- 1.3 Except as specifically provided in Sections 1.1 and 1.2, you and the Authorized Users are prohibited from downloading, emailing, faxing, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Online Services. You may not exploit the goodwill of D.R.S. including its trademarks, service marks, or logos without the express written consent of D.R.S. Additionally, under no circumstances may you or any Authorized User offer any part of the Online Services or Materials for commercial resale or commercial redistribution in any medium or use the Online Services or the Materials to compete with the business of D.R.S..
- 1.4 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and Materials in any medium belongs to D.R.S. or its third party suppliers of Materials. Neither you nor the Authorized Users may acquire any proprietary interest in the Online Services, Materials, or copies thereof except the limited license set forth herein.
- 1.5 You and the Authorized Users may not use the Online Services or Materials in any fashion that infringes the intellectual property rights or proprietary interests of D.R.S or any third party.
- 1.6 You and the Authorized Users may not remove or obscure the copyright notice or other notices contained in Materials.

### 2. ACCESS TO SERVICES

2.1 Only your employees, temporary employees, students, partners/members, and contractors dedicated to performing work exclusively for you (to the extent those categories of persons are appropriate to your situation) are eligible to access and use the Online Services and Materials ("Eligible Persons"). Without limitation, external professional service providers such as attorneys, accountants, outsourcers and public relations firms are specifically excluded from being Eligible Persons. The term "Authorized User" means an Eligible Person whom you have identified to D.R.S. for purposes of issuing a D.R.S. ID.

You agree that each D.R.S. ID may only be used by the Authorized User to whom D.R.S. assigns it and that the D.R.S. ID may not be shared with or used by any other person, including other Authorized Users.

You will manage your roster of Authorized Users and will promptly notify D.R.S. to deactivate an Authorized User's D.R.S. ID if the Authorized User is no longer an Eligible Person or you otherwise wish to terminate the Authorized User's access to the Online Services.

You are responsible for all use of the Online Services accessed with D.R.S. IDs issued to your Authorized Users, including associated charges, whether by Authorized Users or others.

You will use reasonable commercial efforts to prevent unauthorized use of D.R.S. IDs assigned to your Authorized Users and will promptly notify D.R.S., in writing, if you suspect that such an D.R.S. ID is lost, stolen, compromised, or misused.

- 2.2 Use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Unless otherwise agreed to by D.R.S., in writing, use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.
- 2.3 To comply with local privacy, data protection and other laws, each D.R.S. ID is country specific and may not be used outside the country for which it is issued except for short periods not to exceed 30 continuous days. If D.R.S. suspects use of a D.R.S. ID outside the country of issue for a period in excess of 30 continuous days, D.R.S. may suspend the D.R.S. ID or require you to use and pay for a D.R.S. ID for the relevant country. On request, D.R.S. will issue a geographically compliant D.R.S. ID.
- 2.4 The Online Services, Materials, and feature functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by D.R.S. without notice.

### 3. LIMITED WARRANTY

- 3.1 D.R.S. represents and warrants that it has the right and authority to make the Online Service and Materials available to you and the Authorized Users as authorized expressly by the services Agreement.
- 3.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 3.1, THE ONLINE SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND D.R.S. AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 4. LIMITATION OF LIABILITY

- 4.1 A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or any Materials available or not included therein, (b) the unavailability or interruption of the Online Service or any features thereof or any Materials, (c) your or an Authorized User's use of the Online Services or Materials, (d) the loss or corruption of any data or equipment in connection with the Online Services, (e) the content, accuracy, or completeness of Materials, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, or (f) any delay or failure in performance beyond the reasonable control of a Covered Party.
- 4.2 "Covered Party" means (a) D.R.S. and any officer, director, employee, subcontractor, agent, successor, or assign of D.R.S.; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.
- 4.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES
- 4.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO YOUR (AND YOUR AUTHORIZED USERS) INFRINGEMENT OF INTELLECTUAL

#### **MISCELLANEOUS**

5.1 These General Terms and Conditions may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with the terms of any existing or future Price Schedules; all other provisions of these General Terms and Conditions may be changed by D.R.S. immediately upon notice to you. If any changes are made to these General Terms and Conditions, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or the Authorized Users but will apply to all similarly situated D.R.S. customers using the Online Services.

You may terminate the Subscription Agreement upon written notice to D.R.S. if any change to these General Terms and Conditions is unacceptable to you. For termination to be effective under this Section 5.1, written notice of termination must be provided to D.R.S. within 30 days of the effective date of the change. Continued use of the Online Services following the effective date of any change to these General Terms and Conditions constitutes acceptance of the change but does not affect the foregoing termination right. Except as provided above, the user Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, the D.R.S. Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

- 5.2 You or D.R.S. may terminate the Subscription Agreement at any time in accordance with this Section 5.2. The effective date of termination shall be 5 days after the receipt of written notice of termination, unless a later date is specified in the notice. D.R.S. may temporarily suspend or discontinue providing the Online Services to any Authorized User without affecting other Authorized Users without notice and pursue any other legal remedies if you or any Authorized User fails to comply with any obligations under the user Agreement.
- 5.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by D.R.S. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to D.R.S. should be sent to D.R.S. Attn: Chief Legal Officer, 546 Franklin Ave, Massapequa, NY 11758.
- 5.4 The failure of you, D.R.S., or any third party supplier of Materials to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

5.5 Neither you nor any Authorized User may assign your rights or delegate your duties under the user Agreement to access and use the Online Services and Materials without the prior written consent of D.R.S., which consent shall not be unreasonably withheld. The user Agreement and any amendment thereto and shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

5.6 D.R.S. ability to provide information to its customers is regulated by a variety of privacy, data protection, and other laws in a variety of jurisdictions. You acknowledge and agree that D.R.S. will perform a due diligence review of you and that the due diligence review will be heightened if you desire access to sensitive information. You agree to reasonably cooperate with D.R.S. to provide all information reasonably necessary for D.R.S. to comply with applicable laws. You further acknowledge and agree that if you fail to cooperate with D.R.S. due diligence review, D.R.S. may decline to provide you with access to the Online Services or to certain types of information. If you have entered into a fixed price amendment with D.R.S. but D.R.S. is unable to provide you will some of the Materials in your user subscription due to your non-cooperation, D.R.S. may restrict your access in order to comply with applicable law but will be under no obligation to reduce your monthly commitment (if applicable). In the rare case that D.R.S. is unable to provide you with access to any of the Materials available in the Online Services, D.R.S. will terminate the user Agreement and any applicable fixed price amendment without fine or penalty to you.

Finally, you also agree that during the term of the user Agreement D.R.S. may perform periodic reviews of your use of regulated data in order to comply with regulatory, data security, privacy and license restrictions, and that the reviews may include, but are not necessarily limited to, asking you to verify your permissible purpose for accessing such data. You agree to cooperate with D.R.S. in any such review and to promptly produce all records and documentation reasonably requested by D.R.S. for this purpose.

5.7 If you, any of your Authorized Users, or any person you or your Authorized Users permits to use the D.R.S. Online Services or who gains access through an Authorized User's failure to properly secure his or her LN ID (a "User") should access or use regulated data in an unauthorized manner (a "Security Event"), then the following provisions will apply: (a) if required by applicable law, you will notify the individuals whose information has potentially been accessed or used that a Security Event has occurred; (b) you will notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by law; (c) the notification will not reference D.R.S. or the product through which the regulated data was provided, nor will D.R.S. be otherwise identified or referenced in connection with the Security Event, without the express written consent of D.R.S. (d) you will be solely liable for all claims that may arise from a Security Event caused by you, your Authorized Users or a User and you will indemnify D.R.S. for any third claims directed against D.R.S. that

- arise from such Security Event; and (e) all such notifications and indemnity claims related to your Security Event will be solely at your expense.
- 5.8 The user Agreement shall be governed by and construed in accordance with the laws of the State of New York regardless of the law that might otherwise apply under applicable principles of conflicts of law.
- 5.9 The Subscription Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of the user Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of the user Agreement.
- 5.10 Where applicable, each affiliated company of D.R.S. and each third party supplier of Materials has the right to assert and enforce the provisions of the user Agreement directly on its own behalf as a third party beneficiary.
- 5.11 The terms and conditions constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations on that subject matter.