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1.1. "Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with any party.

1.2. "Change of Control" means the sale of all or substantially all the assets of a party; any merger, consolidation or acquisition of the User with, by or into another corporation, entity or person; or any change in the ownership of more than twenty-five percent

(25%) of any class of equity of the User in one or more related transactions.

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- 1.4. "Control" means ownership or control, directly or indirectly, of more than in the ownership of more than twenty-five percent (25%) of any class of equity of an entity.
- 1.5. 50% of the voting interests of the subject entity or the legal power to direct or cause the direction of the general management of such entity, whether by contract or otherwise.
- 1.6. "Credentials" means usernames, passwords and other log-in credentials that may be required to access or use Licensed Materials.
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- 1.15. "Retention Period" means, for any particular Licensed Materials, the License Term plus a period of one (1) year thereafter.
- 1.16. "Territory" means the fifty (50) states of the United States of America.
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- 3.2. User will comply with all applicable Laws in connection with the use of and access to the Licensed Materials and otherwise in connection with the exercise of its rights and performance of its obligations under this License, including all Privacy Laws. User will use commercially reasonable efforts to prevent any Malicious Code from being introduced into CivMetrics' systems or environment through access to the Licensed Materials.
- 3.3. User represents and warrants to CivMetrics that User's entering into this License does not conflict with or violate any other agreement to which User is a party.
- 4. TERM AND TERMINATION.
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- 4.2. Effect of Termination. Upon the termination of this License User's rights to the Licensed Materials shall immediately cease.
- 5. LICENSE FEES AND PAYMENTS.
- License Fees. In exchange for the rights and licenses granted to User hereunder, User will pay to CivMetrics (or the applicable CivMetrics affiliate identified by CivMetrics) the License Fees, if any. Unless agreed upon by the Parties, there shall be no License Fees payable during the Term. Unless otherwise set forth in the applicable written form or communication, (i) all License Fees are non-refundable and payable in United States Dollars; and (ii) User shall pay all License Fees owed to CivMetrics within thirty (30) days of User's receipt of the applicable invoice. Upon agreement of the Parties, CivMetrics may increase the License Fees by providing written notice to User. Other than the use of the Licensed Materials, Licensee shall not modify or supplement any of the Licensed Materials on the Site. Licensee may not reverse engineer or copy any of the software or other code on the Site or used to control or operate the Site.
- 5.1. Late Fees and Payment Disputes. CivMetrics may charge interest on any payment not made when due at a rate equal to the lesser of one and one half percent (1.5%) per month, or the maximum rate allowed under applicable Law. User will also be liable for all collection fees and reasonable attorneys' fees payable by CivMetrics or its Affiliates in connection with enforcing User's payment obligations. In the event of any dispute, User must notify CivMetrics in writing of, and provide a good faith basis for, such dispute within thirty (30) days of the date such amounts are due.
- 5.2. Taxes. Except for taxes based upon the net income and personal property of CivMetrics, User will be solely responsible for remission to governmental authorities of any taxes or other assessments imposed by governmental authorities in connection with User's (or Authorized Users') use of or access to any Licensed Materials.
- 6. CONFIDENTIALITY.
- 6.1. Confidentiality Obligations. The User shall (a) not use any Confidential Information of the CivMetrics for any purpose other than for the Permitted Use, (b) not disclose Confidential Information of CivMetrics to any Third Party, and (c) keep the Confidential Information of the CivMetrics confidential and secure, and protect it from unauthorized use or disclosure.
- 6.2. Compelled Disclosure. If the User becomes legally compelled to disclose any Confidential Information of the CivMetrics in a manner not otherwise permitted by this License, the User will inform the CivMetrics of the request with prompt written notice so that the CivMetrics may seek a protective order or other appropriate remedy. If a protective order or similar order is not obtained by the date by which the User must comply with the request, the User may furnish that portion of the Confidential Information that the Parties determines it is legally required to furnish, and require that a confidentiality agreement apply to the disclosure of such information.
- 6.3. Injunctive Relief. Each User acknowledges and agrees that the wrongful disclosure of any Confidential Information of the CivMetrics may cause irreparable injury to CivMetrics and its applicable Affiliates, and that remedies other than injunctive relief

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