

**BATTERY COUNCIL INTERNATIONAL SOURCE BCI
DATABASE LICENSE AGREEMENT**

BATTERY COUNCIL INTERNATIONAL (“BCI”) PROVIDES THE BCI LICENSED DATA TO SUBSCRIBER SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS DATA SUBSCRIPTION AGREEMENT (THIS “AGREEMENT”) AND THE REGISTRATION FORM, AND UPON THE CONDITION THAT SUBSCRIBER ACCEPTS AND COMPLIES WITH THE TERMS OF THIS AGREEMENT. BY CLICKING THE “I ACCEPT” BUTTON, SUBSCRIBER (A) AGREES TO BE LEGALLY BOUND BY THIS AGREEMENT; AND (B) REPRESENTS AND WARRANTS THAT: (I) IF SUBSCRIBER IS AN INDIVIDUAL, THAT YOU ARE 18 YEARS OF AGE OR OLDER; AND (II) IF SUBSCRIBER IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY THAT YOU HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUBSCRIBER AND BIND SUBSCRIBER TO ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, BCI DOES NOT AND WILL NOT LICENSE THE BCI LICENSED DATA TO YOU.

BCI RESERVES THE RIGHT TO MODIFY THIS AGREEMENT FROM TIME TO TIME UPON REASONABLE NOTICE TO YOU. YOUR CONTINUED USE OF THE BCI LICENSED DATA AFTER ANY SUCH MODIFICATION WILL CONSTITUTE ACKNOWLEDGEMENT AND AGREEMENT TO THE AGREEMENT, AS AMENDED. YOUR USE OF THE BCI LICENSED DATA MAY BE SUBJECT TO SUPPLEMENTAL TERMS AND CONDITIONS AS MAY BE IN EFFECT FROM TIME TO TIME DURING THE TERM.

IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT AND ANY

REGISTRATION FORM, INVOICE, OR GUIDELINES ISSUED BY BCI, THE TERMS OF THE ORDER FORM SHALL PREVAIL, SOLELY WITH RESPECT TO THE SPECIFIC SUBJECT MATTER THEREOF. BCI AND SUBSCRIBER ARE EACH REFERRED TO HEREIN AS A “PARTY” AND, COLLECTIVELY, AS THE “PARTIES”.

1. DEFINITIONS.

“**Authorized User**” means any employee, contractor, or other personnel of Subscriber who has a need to access and use the BCI Licensed Data for the performance of their legitimate work responsibilities.

“**BCI**” means Battery Council International.

“**BCI Licensed Data**” means the BCI proprietary data indicated on the Registration Form, including any Updates thereto.

“**BCI Marks**” means the Battery Council International trademark, and any other registered or unregistered trademark or service mark utilized, held or owned by BCI or in which BCI holds an interest.

“**Authorized Contractor**” means an individual or entity that: (i) is engaged by the Subscriber to create Derivative Works of the BCI Licensed Data; and (ii) has executed a Limited Use License Agreement with BCI.

“**Confidential Information**” means all non-public or proprietary information of BCI, whether or not marked as confidential, and whether disclosed or accessed in written, electronic, or other form, in any media, that, by the nature of the circumstances surrounding the disclosure, ought to be treated as proprietary or confidential, including but not limited to: (i) all information concerning BCI’s Licensed Data or any of BCI’s products, services, finances, internal practices, technical information, inventions,

business, ideas, methods, discoveries, trade secrets, designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes and other visual depictions, know-how and other Intellectual Property; and (ii) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials that contain, reflect or are derived from, in whole or in part, any of the foregoing.

“Derivative Work” means: (i) any database, software program or application, or other data compilation and copy thereof, developed by Subscriber that is based upon, derived from, or results from the Subscriber’s processing, combination, aggregation, integration, or commingling of BCI Licensed Data with other data, content, or material, including without limitation any revision, modification, translation (including compilation or recapitulation by computer), abridgment, condensation, expansion, or any other form in which the BCI Licensed Data may be included, recast, transformed or adapted; and (ii) all information, output, notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials that are derived from the BCI Licensed Data or the Derivative Works or any of the foregoing (in whole or in part).

“Effective Date” means the date Subscriber accepts this Agreement as set forth herein.

“Intellectual Property” means all trade secrets, patents, trademarks (registered or unregistered, including any goodwill in such trademarks), service marks, tradenames, copyrights, database rights, design rights, Confidential information, and all other Intellectual Property rights that may subsist anywhere in the world.

“Internal Business Use” means use of the BCI Licensed Data or the Derivative Works within Subscriber’s ordinary course of business, and expressly excludes resale or any commercial use.

“License” means any license conveyed to Subscriber pursuant to this Agreement.

“License Fees” means the annual license fees for the License(s).

“License Requirements” means BCI’s eligibility requirements for Subscribers as indicated on the Registration Form.

“Member” means an entity or individual that is an active member of BCI in good standing during the Term of the Agreement.

“Output” means any reports or content generated by, via, or in connection with the BCI Licensed Data.

“Registration Form” means the registration form which Subscriber must complete and submit prior to the grant of Licenses hereunder, which designate the type of Licenses to which Subscriber wishes to subscribe as set forth in this Agreement.

“Receiver” means any Third Party that receives, directly or indirectly, information, output, notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials that contain, reflect or are generated or derived from the Derivative Works or BCI Licensed Data (in whole or in part).

“Sublicense” is defined in Exhibit A to this Agreement.

“Sublicensee” is defined in Exhibit A to this Agreement.

“Subscriber” means the corporate entity or, if not an entity, the individual named on the Registration Form. Subscriber may be referred to herein as Subscriber, “you”, or “your”.

“Subscriber Guidelines” means the policies and guidelines applicable to BCI Licensed Data subscribers, as made available at www.batterycouncil.org.

“**Subscription**” means the rights to the use of the BCI Licensed Data as set forth in this Agreement.

“**Term**” means a calendar year starting on January 1 of such year, or such other period as indicated on the Registration Form.

“**Territory**” means the states or countries the Subscriber is duly qualified and authorized to do business worldwide.

“**Third Party**” means any person or entity that is not a party to this Agreement or an Authorized User, including clients, end users, contractors, and Receivers.

“**Updates**” means any update, fixes, or other error or data corrections to the BCI Licensed Data that Provider makes available to subscribers.

2. **LICENSES & USE.**

2.1. License Eligibility. Subscriber acknowledges and agrees that any Licenses granted to Subscriber pursuant to this Agreement are contingent upon Subscriber’s eligibility, as determined by BCI in its sole discretion. Subscriber must meet one or more of the License Requirements indicated on the Registration Form. BCI reserves the right to verify eligibility of the Subscriber at any time and suspend access to the BCI Licensed Data if eligibility requirements are not met.

2.2. Subscriber Representations & Acknowledgements. Subscriber represents and warrants that (i) all information submitted by Subscriber in the Registration Form is true, accurate and complete, and (ii) Subscriber does and will continue to meet the License Requirements applicable to the License desired by Subscriber. Subscriber shall promptly notify BCI of any change in circumstances (but in no event more than three days following such change) that may result or results in Subscriber no longer meeting the License Requirements for the License granted under this Agreement. Under such circumstances, BCI may immediately terminate this Agreement and any License

granted hereunder and Subscriber may apply for a License with different License Requirements.

2.3. Licenses. Subject to Subscriber’s compliance with the terms and conditions of this Agreement (including, without limitation, Subscriber’s payment of applicable License Fees pursuant to Section 8 below), Subscriber will receive: (a) the Included Licenses forth in Exhibit A; and, to the extent set forth in Subscriber’s Registration Form, (b) the Optional License set forth in Exhibit A, in each of the foregoing, subject to the terms of Exhibit A.

2.4. License Restrictions. Except as expressly permitted in this Agreement, Subscriber may not: (a) copy, modify, alter, comingle, merge, translate, decompile, distribute, disassemble, reverse engineer, benchmark, broadcast, transmit, reproduce, attempt to examine the source code for, publish, license, sub-license, transfer, sell, resell, exploit, rent, timeshare, outsource, provide on a service bureau basis, lease, grant a security interest in, transfer any right(s) in, or otherwise use in any manner not expressly permitted herein, the BCI Licensed Data, the Derivative Works, or any part thereof; (b) remove or alter any Proprietary Notice on the BCI Licensed Data or the Derivative Works; (c) use the BCI Licensed Data or the Derivative Works in any manner or for any purpose that infringes, misappropriates, or otherwise violates the Intellectual Property Right or any other right of any person, or that violates any applicable law; or (d) use the BCI Licensed Data for unfair or deceptive purposes, or in any manner that is offensive, harassing, defamatory, obscene, abusive, inflammatory, or otherwise objectionable. BCI assumes no responsibility or liability for any claims that may result directly or indirectly from any communications or interactions between Subscriber and any third party that may occur in connection with this Agreement or Subscriber’s use of the BCI Licensed Data.

2.5. Authorized Users. Subscriber is and remains responsible for its Authorized Users’ performance under and compliance with this Agreement. Subscriber acknowledges, and accepts in full, liability for the conduct of

Authorized Users that results in any breach of this Agreement.

2.6. Subscriber Guidelines.

Subscriber acknowledges and agrees that Subscriber's use of the BCI Licensed Data is subject to the Subscriber Guidelines, which are hereby incorporated into this Agreement by reference. Subscriber must review and adhere to the Subscriber Guidelines.

2.7. Reservation of Rights. All rights not expressly granted to Subscriber herein are hereby reserved by BCI. Except for the limited rights and Licenses granted herein, nothing in this Agreement grants by implication, waiver, estoppel, or otherwise to Subscriber or any Third Party any Intellectual Property Right or other right, title, or interest in or to the BCI Licensed Data.

3. BCI MARKS.

3.1. Restrictions. Subscriber shall not use the BCI Marks in any manner without BCI's prior written consent. Without limiting the generality of the foregoing, Subscriber shall not use the BCI Marks (i) in connection with the advertising, promotion, marketing or distribution of any goods, services, products, software, technologies, or the Derivative Works; (ii) as part of the Subscriber's corporate or trade name or any domain name; (iii) in any way that is likely to cause confusion, mistake, or deception; (iv) in any way that may dilute, tarnish, or otherwise diminish the BCI Marks' distinctiveness, or jeopardize the reputation of or goodwill associated with the BCI Marks or the validity or BCI's ownership of the BCI Marks or the registrations therein; or (v) to directly or indirectly engage in any unfair, unethical, misleading, or deceptive acts or practices that are or might be detrimental to the public or the goodwill or reputation of BCI, the BCI Data, BCI's products, services, or Intellectual Property, including any dissemination, display, or use of any false, misleading or deceptive representations, depictions, or materials for or in connection with any advertising, promotion, marketing, or in connection with the Derivative Works. BCI reserves the right, at any time, and

without notice, to terminate this Agreement for any reason, or to modify, suspend, terminate, or interrupt operation of or access to the BCI Licensed Data, or any portion thereof, for any reason or to protect the BCI Licensed Data, BCI's Intellectual Property, rights or business, or the BCI Marks. Subscriber shall not use, register, or attempt to register in any jurisdiction any trademark, service mark, or trade name that is identical to or confusingly similar to any of the BCI Marks. If Subscriber acquires any rights in any mark that is identical or confusingly similar to any BCI Mark, by operation of law or otherwise, Subscriber shall and does hereby assign, at no additional cost, all such rights to BCI and its successors, together with all associated goodwill in and applications and registrations for such mark.

4. UNDERLYING DATA. Subscriber acknowledges and agrees that the BCI Licensed Data includes content and data (the "**Underlying Data**") supplied by third parties and BCI is not responsible for any Underlying Data included in the BCI Licensed Data. BCI does not warrant the accuracy, completeness, or usefulness of the Underlying Data. BCI expressly disclaims any and all liability and responsibility arising from your use of or reliance upon Underlying Data.

5. AUDIT RIGHTS. Subscriber agrees to maintain complete and accurate books and records relating to this Agreement, including records of all Authorized Users with access to the BCI Licensed Data or the Derivative Works. Subscriber acknowledges and agrees that BCI may, from time to time, and in its sole discretion, inspect or audit Subscriber's books and records to verify Subscriber's performance of any of its obligations under this Agreement, including to verify statements of Subscriber and verify that all users of the BCI Licensed Data or the Derivative Works are Authorized Users. Within seven (7) days of receiving BCI's written request to conduct an audit, Subscriber will provide to BCI all documents and records indicated in BCI's request. BCI reserves the right to suspend Subscriber's access to the BCI Licensed Data at any time for any reason or if Subscriber does not comply with any audit request made by BCI in connection with this Agreement.

6. DELIVERY AND ACCESS CREDENTIALS.

6.1. Delivery. BCI will deliver the BCI licensed Data to Subscriber electronically in the manner forth in the Registration Form.

6.2. Access & Security. BCI will issue to Subscriber a username and a password to facilitate access to the BCI Licensed Data. Subscriber agrees to keep its username and password confidential. Subscriber may not use any Third Party's username and password. Subscriber will immediately notify BCI if it becomes aware of any loss or theft of Subscriber's password or any unauthorized use of its username and password. BCI cannot and will not be liable for any loss or damage arising from Subscriber's failure to comply with these obligations. BCI reserves the right to delete or change a password at any time and for any reason. Subscriber shall ensure that all Authorized Users with access to the BCI Licensed Data under this Agreement have reviewed the terms of this Agreement and have agreed, in writing, to abide by the terms of this Agreement. Subscriber shall not, nor will Subscriber permit any Third Party to, disable, circumvent, or otherwise avoid any security device, mechanism, protocol, or procedure established by BCI for use of the BCI Licensed Data. BCI reserves the right at any time, and without notice, to modify, suspend, terminate, or interrupt operation of or access to the BCI Licensed Data, or any portion thereof, in order to protect the BCI Licensed Data or BCI's rights or business. Subscriber will immediately notify BCI if it becomes aware of any unauthorized use of the BCI Licensed Data or the Derivative Works.

7. **OWNERSHIP.** BCI, or its licensors, as applicable owns and retains all right, title, and interest in and to the BCI Licensed Data, and to all programs, software, databases, information, documentation, Confidential Information and Intellectual Property associated with the BCI Data. BCI owns and retains all right, title, and interest in and to any portion of Derivative Works which contain, depict, present, rely upon or are otherwise derived from the BCI Licensed Data. Subscriber has no ownership interest in the BCI

Licensed Data or to any portion of Derivative Works which contain, depict, present, rely upon, or are otherwise derived from the BCI Licensed Data. Subscriber's ownership rights, if any, are limited solely to Subscriber's information, data records, files, or other materials which do not contain any information, materials, data, Confidential Information or Intellectual Property of BCI.

8. **TERM; PAYMENT TERMS.** Subscriber acknowledges and agrees to pay the License Fees set forth in the Registration Form each year during the Term. This Agreement will automatically renew upon Subscriber's acceptance of any subsequent Registration Form, and BCI's then-current terms and conditions, unless earlier terminated in accordance with this Agreement.

9. **CONFIDENTIALITY.** Subscriber acknowledges and agrees that the BCI Licensed Data and the Derivative Works contain Confidential Information. Accordingly, Subscriber agrees to secure and protect the confidentiality of the Confidential Information in a manner consistent with the maintenance of BCI's rights therein, and employ at least the same degree of care as Subscriber uses to maintain its own confidential information of a similar nature, but in no event using less than reasonable efforts. Subscriber shall not, nor permit any Third Party to, sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information, except as expressly authorized in this Agreement.

10. **WARRANTY DISCLAIMER.** THE BCI LICENSED DATA AND ANY INFORMATION, SERVICES, PROGRAMS, PRODUCTS, AND MATERIALS PROVIDED OR OFFERED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE AND BCI EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BCI MAKES NO

WARRANTY OF ANY KIND THAT THE BCI LICENSED DATA OR ANY PRODUCTS OR RESULTS OF ITS USE WILL MEET SUBSCRIBER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

11. LIMITATION OF LIABILITY. IN NO EVENT WILL BCI BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, AND OTHERWISE FOR ANY (A) INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT DATA, GOODS, OR SERVICES, IN EACH CASE EVEN IF BCI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE FORESEEABLE. WITHOUT LIMITATION OF THE FOREGOING, IN NO EVENT WILL BCI'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE LESSER OF (A) THE TOTAL AMOUNT OF LICENSE FEES ACTUALLY PAID BY SUBSCRIBER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM; AND (B) FIVE THOUSAND DOLLARS (\$5,000).

12. LIQUIDATED DAMAGES. Subscriber expressly agrees that Subscriber's covenants in [Section 2.3](#) and [Section 2.4](#) of this Agreement (the "**Fundamental Terms**") form a

material part of BCI's inducement to enter into this Agreement. Subscriber agrees that Subscriber's or any Authorized User's breach or threatened breach of the Fundamental Terms will cause irreparable injury to BCI, for which the monetary damages are impossible or very difficult to accurately calculate. Accordingly, if Subscriber or any Authorized User breaches any of the Fundamental Terms, in addition to any other remedies available to BCI at law or in equity, Subscriber shall pay to BCI an amount equal to two times (2X) Subscriber's annual License Fee for each such breach and reimburse BCI for all reasonable attorneys' fees and costs associated with its enforcement of this [Section 12](#). The Parties agree that such liquidated damages in no way constitute a penalty, are not excessive, and represent a reasonable approximation of BCI's actual damages in the event of Subscriber's breach of the Fundamental Terms. Subscriber expressly waives any right it may have to challenge the enforceability or validity of these liquidated damages and acknowledges that it entered into this Agreement with a full understanding of this [Section 12](#).

13. EQUITABLE RELIEF. Subscriber acknowledges and agrees that Subscriber's breach of this Agreement will cause BCI irreparable injury for which there may be no adequate remedy at law. Accordingly, in the event of a breach or threatened breach of this Agreement, BCI will, in addition to other legal or equitable remedies, be entitled to seek injunctive relief in any court of competent jurisdiction without any requirement to post bond or other security. BCI will be entitled to recover from Subscriber for attorneys' fees and court costs in connection with any such breach or threatened breach.

14. INDEMNITY. Subscriber agrees to defend, indemnify, and hold harmless BCI and its board of directors, committee members, members, affiliates, employees, licensors, agents, directors, officers, partners, representatives, shareholders, attorneys, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from

(a) Subscriber's use, or any Authorized User's use of the BCI Licensed Data, the BCI Marks, or the Derivative Works and (b) any breach of this Agreement by Subscriber or any Authorized User. Subscriber shall use reasonable efforts to cooperate with BCI in defense of any claim, and Subscriber acknowledges and agrees that BCI reserves the exclusive right, in its sole discretion, to participate in any claim and assume, at Subscriber's sole expense or such other cost sharing arrangement agreeable to BCI, the control, defense, and/or settlement of any matter otherwise subject to this indemnification obligation.

15. GOVERNING LAW. This Agreement has been made in and will be construed and enforced solely in accordance with the laws of the State of Delaware without giving effect to any conflict of laws provisions. Any and all disputes between the Parties under or arising out of this Agreement, shall be instituted exclusively in the federal courts in the District of Columbia, and the Parties irrevocably consent to the exclusive jurisdiction of such court. The parties also acknowledge and agree that any state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to this Agreement and is hereby disclaimed.

16. TERMINATION. This Agreement will terminate automatically if Subscriber fails to comply with any of the terms and conditions described herein, including by exceeding the scope of the Licenses or failing to pay in a timely manner any applicable License Fees, charges, or costs. BCI reserves the right to terminate this Agreement for any reason without notice. Upon termination or expiration, Subscriber must return, destroy, or delete from its system all copies of the BCI Licensed Data (and any associated materials and data) in its possession. Sections 2, 3, 4, 7, 9, 10-20, and Exhibit A of this Agreement will survive the termination or expiration of this Agreement for any reason.

17. NOTICE. Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or

fax confirmation of delivery. Notices to Subscriber will be sent to the address that identified on the account or Application. BCI may send notices and other information to Subscriber by email or other electronic form. Notices to BCI must be sent by certified or registered U.S. mail to the following address: Battery Council International 330 N. Wabash Avenue, Suite 200 Chicago, Illinois 60611. Attn. Roger Miksad, Executive Vice President.

18. MISCELLANEOUS. This Agreement is personal to Subscriber, and Subscriber may not assign its rights or obligations to any third party without BCI's prior written consent. Failure by BCI to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver by BCI of that or any subsequent default or failure of performance. A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If any provision (or part thereof) contained in this Agreement is determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction or on account of a conflict with an applicable government regulation, such determination shall not affect the remaining provisions (or parts thereof) contained herein. Subscriber and BCI are independent contractors. No joint venture, partnership, employment, or agency relationship exists between Subscriber and BCI as result of this Agreement or Subscriber's utilization of the BCI Licensed Data, and Subscriber shall have no right to bind BCI without its prior written permission. Headings herein are for convenience only.

19. ENTIRE AGREEMENT. This Agreement and the Registration Form constitute the entire agreement between Subscriber and BCI with respect to using the BCI Licensed Data and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between Subscriber and BCI with respect to the BCI Licensed Data.

Unless otherwise agreed to by BCI, BCI reserves the right to change the terms and conditions of this Agreement and under which the BCI Licensed Data is extended to Subscriber at any time by providing Subscriber in writing or electronically a copy of such revised terms. BCI may also change any aspect of the BCI Licensed Data. Subscriber's continued use of the BCI Licensed Data will be conclusively deemed acceptance of any change to this Agreement.

EXHIBIT A

LICENSES AND TERMS

A. Included Licenses.

1. Internal Business Use License. BCI grants to Subscriber during the Term a limited, revocable, non-exclusive, non-transferable, non-sublicensable, license to: (i) access and use the BCI Licensed Data (including to create printouts of Output); and (ii) create Derivative Works; provided that in each of the foregoing, such use of the BCI Licensed Data alone or in connection with Derivative Works is for Internal Business Use by Authorized Users only. If the Subscriber engages a Third Party to create Derivative Works, then, prior to the commencement of work or services provided by the Third Party: (i) the Subscriber must disclose the name and contact information of the Third Party to BCI; (ii) provide BCI with a copy of the agreement between the Subscriber and the Third Party regarding the creation of the Derivative Works by the Third Party; and (iii) the Third Party must be an Authorized Contractor by entering into a Limited Use License Agreement with BCI. Subscriber shall not use the BCI Licensed Data or the Derivative Works outside the scope of this license, including for any commercial purpose. BCI reserves the right, at any time, to request a complete and accurate report setting forth the identity of all Authorized Users of the BCI Licensed Data and the Derivative Works.

2. Distribution License. BCI grants to Subscriber during the Term a limited, revocable, non-exclusive, non-transferable, non-sublicensable, license to distribute, at no cost to the recipient, Derivative Works as follows:

(i) Members. If Subscriber is a Member, Subscriber may distribute (a) Derivative Works that do not contain BCI Licensed Data to Third Parties; and (b) Derivative Works containing BCI Licensed Data to Third Parties; provided that each such Third Party maintains an active Subscription during the Term. Subscriber shall ensure that any Third Party to whom Subscriber distributes a Derivative Work shall utilize such Derivative Work solely for such Third Party's use in the ordinary course of business and as permitted by this Agreement. Subscriber expressly acknowledges and agrees that Subscriber is expressly prohibited from reselling or permitting the resale of, the BCI Licensed Data or Derivative Works to or by Third Parties.

(ii) Non-Members. If Subscriber is not a Member, Subscriber may distribute (a) Derivative Works that do not contain BCI Licensed Data to Third Parties; and (b) Derivative Works containing BCI Licensed Data to Third Parties; provided that each such Third Party maintains an active Subscription during the Term. Subscriber shall ensure that any Third Party to whom Subscriber distributes a Derivative Work shall utilize such Derivative Work solely for such Third Party's use in the ordinary course of business and as permitted by this Agreement. BCI reserves the right, at any time, to request a complete and accurate report setting forth the identity of all Authorized Users of the BCI Licensed Data and the Derivative Works. Subscriber expressly acknowledges and agrees that Subscriber is expressly prohibited from reselling or permitting the resale of, the BCI Licensed Data or the Derivative Works to or by Third Parties.

B. Optional License.

1. License to Commercial Distribution or Sublicense. To the extent set forth in Subscriber's Registration Form, BCI grants to Subscriber during the Term, a limited, revocable, non-exclusive right to sell, rent, lease, or sublicense ("**Sublicense**") (a) Derivative Works that do not contain

BCI Licensed Data to Third Party sublicensees (each, a “**Sublicensee**”); and (b) Derivative Works containing BCI Licensed Data to Sublicensees; provided (i) that each such Sublicensee maintains an active Subscription during the Term; and (ii) that any such Sublicense shall be in writing and subject to the terms and conditions of this Agreement. Without limiting the foregoing, any Sublicense of Derivative Works shall contain provisions at least as protective of BCI and the BCI Licensed Data as contained in this Agreement. Upon BCI’s request, Subscriber shall provide to BCI true and complete copies of any sublicense agreements regarding Derivative Works to BCI. Subscriber’s Sublicense of Derivative Works shall not relieve Subscriber of any of its obligations under this Agreement. Subscriber is and shall remain liable for any act or omission of any Sublicensee that would be a breach of this Agreement if performed by Subscriber and Subscriber shall be deemed in breach of this Agreement as a result of any such Sublicensee act or omission. All Sublicenses that have been granted by Subscriber pursuant to this Agreement shall automatically and immediately terminate upon the expiration or termination of this Agreement. Subscriber agrees to defend, indemnify, and hold harmless BCI and its board of directors, committee members, members, affiliates, employees, licensors, agents, directors, officers, partners, representatives, shareholders, attorneys, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys’ fees and litigation expenses), relating to or arising from any Sublicensee’s use of the Derivative Works or violation of this Agreement.