

Dialog Research Services Terms and Conditions

THIS RESEARCH SERVICES AGREEMENT ("Agreement") is entered into by and between Dialog LLC located at 11000 Regency Parkway, Suite 10, Cary, NC 27511 ("Dialog") and "Customer" and governs the performance for Customer of the services set forth on Schedule A-1 attached hereto, as such Schedule may be amended from time to time by issuing new Schedules A. Each separate project shall be reflected on a separate Schedule as needed to accommodate differing terms and conditions applicable to such project, with each new Schedule numbered consecutively (e.g., Schedule A-1, A-2, A-3, etc.). Each such new Schedule shall be effective when signed by both parties.

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1. Engagement to Perform Services. Customer hereby engages Dialog to perform, and Dialog hereby agrees to perform or to retain contractors to perform, the services set forth on Schedule A hereto, as Schedule A may be amended from time to time (the "Services"). The scope of the Services, the costs for the Services, and the anticipated dates for performance of the Services are set forth on Schedule A. Except as expressly set forth on Schedule A (or on any other Schedule to this Agreement), no other services are contemplated under this Agreement.

Dialog within thirty (30) calendar days after the date of Dialog's invoice.

2. Terms and Termination.

2.1 The term of this Agreement shall commence on the start date as set forth in the Rider ("Effective Date") and unless earlier terminated in accordance with this Section 2, shall remain in effect until the relevant date set forth on Schedule A-1 or upon completion of the Services provided pursuant to any subsequent Schedule, whichever is later.

4. Intellectual Property. Dialog and its licensors shall retain all right title and interest in and to all deliverables. Customer shall only have a limited license to use a single copy of any deliverable for its own internal purposes. Without limiting the foregoing, absent a separate applicable license, Customer shall not be entitled to copy, distribute, or publish any deliverable. Notwithstanding the foregoing, if Customer has agreed to Dialog's Electronic Redistribution and Archiving policy (the "ERA Policy") and the deliverable comes from a provider whose content is included under such policy, then Customer may copy and distribute the deliverable in accordance with the terms of such policy and, in accordance with such policy, Customer will be charged, and agrees to pay, an additional fee for such further copies and rights. To the extent a deliverable is not from a provider whose content is included under the ERA policy, Customer may inquire of Dialog with respect to alternative licenses that would permit Customer's desired use.

2.2 Dialog may terminate this Agreement if Customer fails to comply with any material provision of this Agreement and such default has not been cured within thirty (30) (or in the case of nonpayment, ten (10)) calendar days after delivery of written notice to Customer. Customer agrees and acknowledges that Customer's failure to make any payment to Dialog when such payment becomes due shall be deemed a material breach of this Agreement. In addition, and not in limitation of the foregoing, either party may terminate any Schedule to this Agreement if the other party fails to comply with any material provision of the applicable Schedule and such default has not been cured within thirty (30) (or in the case of nonpayment, ten (10)) calendar days after delivery of written notice to the party in default.

5. Warranty; Limitation of Liability.

5.1 Each party warrants that it has full power and authority to enter into this Agreement and it shall comply with all applicable laws, rules and regulations in its performance hereunder.

2.3 Upon any termination of this Agreement or any Schedule, Customer shall, at Customer's expense, return all confidential and proprietary information of Dialog related to this Agreement (or the terminated Schedule, as applicable). Customer shall confirm in writing to Dialog, no later than thirty (30) calendar days following the termination of this Agreement (or the applicable Schedule) that Customer has complied with this provision.

5.2 Dialog warrants that the Services will be performed in a professional and workmanlike manner, consistent with industry standards. Customer's exclusive remedy for breach of this warranty shall be the re-performance of the applicable Service or refund of a pro rata amount of the applicable fees, as determined by Dialog in its discretion.

3. Pricing and Payment.

3.1 Customer shall pay Dialog the aggregate amounts set forth on the applicable Rider(s) or Schedules to this Agreement within thirty (30) calendar days after the date of Dialog's invoice to Customer. If Customer claims an exemption from any taxes, duties or tariffs, Customer must provide proper documentation supporting such claim of exemption and Customer agrees to indemnify Dialog for any amounts due, including but not limited to taxes, interest and penalties, in the event any exemption is disallowed.

5.3 Dialog shall have no liability or responsibility for problems that are caused by Customer's failure to cooperate with Dialog, including, without limitation, Customer's failure to provide any necessary information or data requested by Dialog.

5.4 EXCEPT AS EXPRESSLY SET FORTH ABOVE, DIALOG DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.2 Customer shall pay to Dialog a finance charge equal to 1.5% per month (or the highest amount permitted by applicable law, whichever is less) on any amount that is not delivered to

5.5 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR LOSS OF DATA, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DIALOG'S AGGREGATE LIABILITY TO CUSTOMER RELATING TO ANY SPECIFIC SCHEDULE, REGARDLESS OF LEGAL THEORY, EXCEED THE FEES PAID TO DIALOG BY CUSTOMER UNDER SUCH SCHEDULE.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT.

5.6 The results of Customer's search will be retrieved using the parameters Dialog has discussed with Customer and the expertise of Dialog's Search Service staff. While reasonable and customary care is taken in conducting any search, Dialog cannot guarantee the completeness, correctness, or accuracy of data sources searched or results obtained therefrom. Accordingly, in no event shall Dialog be liable for errors contained in any deliverable or other results or data. Further, Dialog shall not be liable for any direct, indirect, consequential, or economic loss or profit resulting from the use of any deliverable or other results or data by the requester of this search or any further party to whom the results may be provided. The fees charged for the services provided are reflective of this allocation of risk.

6. Confidentiality. Each party acknowledges that, from time to time, it may be exposed to certain information which is the other party's confidential and proprietary information and not generally known to the public ("Confidential Information"). Each party agrees that it will take appropriate steps to protect the other party's Confidential Information from unauthorized disclosure, that it will not disclose such Confidential Information to any third party (other than its accountants, attorneys and affiliates), and that it will not use any such Confidential Information other than as authorized by this Agreement without the prior written consent of the other party. As used herein, the term "Confidential Information" does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by the recipient or anyone to whom the recipient transmits the information, (ii) becomes available to the recipient on a non-confidential basis from a source other than the disclosing party who is not bound by a confidentiality agreement with the disclosing party, (iii) was known to the recipient or in its possession, in each case, without restriction, prior to the date of disclosure by the disclosing party, or (iv) is independently developed by the recipient without reference to the Confidential Information.

7. Assignment. Customer may not assign this Agreement in whole or in part without the prior written consent of Dialog.

Any attempt by Customer to assign this Agreement other than in accordance with this Section shall be null and void. This Agreement shall inure to the benefit of each party's successors and permitted assigns.

8. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to its conflicts of law principles.

9. Independent Contractors. The parties are independent contractors, and neither party is an employee, agent, representative, partner or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

10. Force Majeure. Neither party shall be responsible for delays or failure of performance (other than the failure to make any payment when due) resulting from acts beyond the reasonable control of such party, including but not limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes and other natural disasters.

11. General. All notices required hereunder shall be in writing and sent by certified mail, return receipt requested, to the addresses set forth above, or to such other address for a party as shall be specified by like notice. This Agreement and the Schedules constitute the entire understanding between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, relating to the subject matter hereof. There are no other understandings, agreements, representations or warranties relied upon by Customer, which are not included herein. This Agreement may be modified only in a writing signed by both parties. Customer purchase orders may be submitted for administrative purposes only, but the terms and conditions contained therein shall be of no force and effect. The failure by either party to insist upon strict enforcement of any terms and conditions of this Agreement shall not be construed as a waiver of such right. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

