



HEALRWORLD, LLC PRODUCT LICENSE AGREEMENT

This is an agreement between you ("Licensee") and HealRWorld, LLC (HRW) a New Jersey limited liability company ("HealRWorld" or "Licensor"). By clicking next to "I ACCEPT THE TERMS" IN THE END USER LICENSE AGREEMENT", you are agreeing to the terms of this Product License Agreement (the "Agreement"). IF YOU ARE NOT WILLING TO BE BOUND BY THE AGREEMENT, DO NOT ACCEPT THE TERMS IN THE DATA & PRODUCT END USER LICENSE AGREEMENT" and terminate the installation process.

THIS PRODUCT LICENSE AGREEMENT GOVERNS YOUR RELATIONSHIP WITH, AND USE OF SERVICES, INFORMATION AND/OR SOFTWARE OFFERED BY HEALRWORLD, LLC. In consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Sustainable and business information services and ancillary services (the services) are licensed by HealRWorld LLC to you provided that you comply with the terms and conditions below. "You," "yourself," "your," or "Customer" means the individual or organization accepting this Agreement.

Where the Customer is an organization, the acceptance of this Agreement by any of the organization's officers, employees, or agents shall serve to bind the organization to the terms hereof. "Information" means information HRW collects and compiles on business entities anywhere in the world which may include, but is not limited to, business data, sustainability data, certifications/verifications, legal or financial data, data about individuals associated with such business, and ratings on such business entities that HRW uses to provide Services to, and in some case provides to, its customers. "Software" means computer programs, APIs, or applications (including those accessed remotely), documentation and media provided by or on behalf of HRW. Sometimes, the Services, Information, and/or Software combined as part of a particular HRW offering is referred to as a "Product." "Website" means any internet website and/or online access channel for use in accessing the Services, Information or Software.

License; Restrictions

1.1. HRW grants to you a non-exclusive, non-transferable license ("License") to use and display the Information and Software (in object code format only) for business purposes subject to the limitations contained in this Agreement. Unless otherwise agreed in writing, the Software and Information may be accessed by you only in the United States or Canada to support your U.S. or Canadian business. You shall not share your user ID's and passwords outside the U.S. or Canada, nor may you share Software and Information with persons located outside the U.S. or Canada. In addition, the License and pricing for any





Product granted to you under any Order (as defined below) applies to you as you and your company exist on the effective date of such Order. Subsequent changes to the company and company structure via merger or acquisition (including the acquisition of a portfolio) may require modifications to your Product or to the pricing for the Product to reflect such change. Unless otherwise agreed in writing and except as set forth below, each License is for a term of twelve (12) months from the date you are first provided access to the applicable Software or Information. HRW retains all ownership rights (including copyrights and other intellectual property rights) in the Information and Software, in any form, and you obtain only such rights as are explicitly granted in this Agreement.

1.2. Services, Information and Software is Licensed for internal use only by you and your employees with a need to know, as well as employees of those of your affiliates approved by us in writing, and third parties performing services on your behalf (together, "Contractors") in an environment controlled by you, provided that (i) such Contractors use the Information solely in accordance with this Agreement, and (ii) you remain liable to HRW for any use or disclosure by such Contractors which, if done by you directly, would be a breach of this Agreement. You will not provide or redistribute the Services, Information and/or Software to others, whether directly in any media or indirectly through incorporation in a database, marketing list, report or otherwise, or use or permit the use of Software or Information to generate any mathematical, statistical, comparative, or other information that is or will be provided to third parties (including as the basis for providing recommendations to others); or voluntarily produce Information in legal proceedings.

1.3. You will not use the Information or Software to engage in any unfair or deceptive practices and will use the Software and Information only in compliance with applicable statutes, laws, by-laws, policy rules, treaties, regulations, orders, ordinances, common law or judgments, in each case, of any authority having the force of law, and all judicial interpretations in respect thereof and, to the extent applicable, the Privacy Principles described below.

1.4 You warrant and undertake that (i) your use of an individual's Personal Information will be for limited and legitimate purposes as specified in this Agreement or applicable Order; (ii) you will provide the same level of protection to such Personal Information as the Privacy Principles and will notify HRW if you make a determination that you can no longer meet this obligation; and (iii) upon notice, including under (ii), you will take reasonable and appropriate steps to stop processing such Personal Information or remediate unauthorized use. For purposes of this Section, "Personal Information" shall have the same meaning as Personal Data as in the European Data Protection legislation, and "Privacy Principles" means the principles issued by the U.S. Department of Commerce pursuant to the EU-U.S. Privacy Shield framework, as amended from time to time, and available at <https://www.privacyshield.gov/welcome> or other subsequent location designated by the U.S. Department of Commerce. For purposes of clarification, Privacy Principles include, but are not limited to, the principles of notice, choice, accountability for onward transfer, security, data integrity, and





purpose limitation, access and recourse, enforcement and liability, as well as any applicable supplemental principles.

1.5 You will not use Information as a factor in establishing an individual's eligibility for (i) credit or insurance to be used primarily for personal, family or household purposes; or (ii) employment.

1.6 Upon expiration or termination of a License with respect to particular Information, or upon receipt of Information that is intended to supersede previously obtained Information you will and will instruct Contractors to immediately delete or destroy all originals and copies of the Information, and upon request, provide HRW with a certification thereof. Notwithstanding the foregoing, to the extent it is impossible or commercially impractical to delete or destroy any licensed Information at the end of license term, you may retain copies of such Information for regulatory compliance, historical and/or archival purposes only and not for any other continuing use beyond the license term.

1.7 Upon reasonable notice and during regular business hours, you will permit HRW to inspect the locations at, or computer systems on which, Software and Information is used, stored or transmitted so that HRW can verify your compliance with this Agreement.

1.8 You shall not perform or permit bulk/batch loads unless you have received HRW's prior written approval. HRW reserves the right to limit the volume of inquiries placed at any time. You shall not tamper with, bypass or alter security features or attempt to do so. HRW reserves the right to monitor your use to ensure compliance with this Agreement. If such monitoring indicates you are not in compliance with this Agreement, HRW reserves the right to take such action as it deems necessary, including, but not limited to, suspension or termination of your account. You acknowledge that such monitoring of use may include determining whether or not the Information is accessed under the account from multiple IP addresses, as well as noting excessive use or users. Systematic access, automatic harvesting or extraction of Information, including the use of "bots" or "spiders," is prohibited.

1.9 Software "Updates" (i.e., minor enhancements, additions, and substitutions to Software, including corrections and bug fixes) are provided at no additional fee, if made commercially available by HRW. "Upgrades" (i.e., modifications, additions or substitutions that result in a substantial change, improvement or addition to Software), if made commercially available by HRW, are provided for an additional fee, if applicable. The determination of whether a matter involves an Update, or an Upgrade is within the discretion of HRW. All Updates and Upgrades made available to you are subject to this Agreement.





Payment; Taxes

2.1 You will pay HRW in accordance with the terms outlined in the electronic order confirmation or other written instrument applicable to your Information and/or Software License (the "Order"). A

late payment charge of the lesser of 1½% per month or the highest lawful rate may be applied to any past-due balances until paid. You will pay any applicable taxes relating to this Agreement, other than taxes based on HRW income and franchise – related taxes.

Disclaimer of Warranties

3.1 Though HRW uses extensive procedures to keep its database current and to promote data accuracy, you acknowledge that the Information will contain a degree of error. HRW represents and warrants that all Services will be performed in a professional, workmanlike manner. You are responsible for determining whether Information supplied by HRW is sufficient for your use and you shall use your own skill and judgment when relying upon the Information. OTHER THAN AS EXPLICITLY STATED IN THIS

AGREEMENT, ALL SERVICES, INFORMATION AND SOFTWARE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS AND, HRW DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HRW DOES NOT WARRANT THAT THE SERVICES, INFORMATION AND SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE AND DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING AVAILABILITY OF A SERVICE, SOFTWARE AND INFORMATION, SERVICE LEVELS OR PERFORMANCE. HRW WILL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF, IN WHOLE OR IN PART, HRW'S CONDUCT IN COLLECTING, COMPILING, CREATING OR INTERPRETING INFORMATION. HRW DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT AND AVAILABILITY OF ANY THIRD PARTY WEBSITE THAT ARE LINKED TO THE WEBSITE.

3.2 HRW does not guarantee that the Information meets the requirements of any applicable federal, or state law, rule or regulation related to the use of contact Information (e.g. names, phone and facsimile numbers, email addresses) including but not limited to wireless suppression lists, the CAN-SPAM Act, and "Do Not Call" lists, and you shall be responsible for compliance with such laws in connection with your use of the Information.

3.3 As to any HRW Services, Information and/or Software which includes "Contact Information" (e.g. names, phone and facsimile numbers, wireless devices, e-mail addresses and physical addresses, and social media handles, usernames or IDs), you acknowledge that such Contact Information may not have been obtained directly from the individual who is the subject of, represented within, or identifiable by





the particular piece of Contact Information (“Data Subject”) and the Data Subjects may not have opted-in or otherwise expressly consented to having their information sold for marketing purposes. HRW shall not be liable for any damages, losses, costs, claims or expenses with respect to any data privacy legal or compliance violation arising out of or related to your or any related parties’ use of Information licensed hereunder. You will use the Contact Information only in compliance with all applicable local, state, federal and international laws, rules, regulations and requirements, including, but not limited to, those laws and regulations regarding telemarketing, customer solicitation (including fax advertising, wireless advertising and e-mail solicitation), data protection and privacy. You shall use good faith efforts to communicate to HRW all complaints, inquiries and opt-outs (“Requests”) made by any Data Subject with respect to the Information. For purposes of clarification, you shall only provide notice to HRW if a

Data Subject requests that you identify the original source of the database.

Copyrights and Other Proprietary Rights

4.1. Software and Information are proprietary to HRW and may include copyrighted works, trade secrets, or other materials created by HRW at great effort and expense. You will not disclose, contest

the validity or HRW’s ownership of, or impair the value of the Information in any way. You will

reproduce HRW’s copyright and proprietary rights legend on all copies.

4.2. You shall not use any trademark, service mark, or trade name of HRW without HRW’s prior written consent.

4.3 Each party (“Recipient”) will treat all information provided by the other party (“Discloser”) that Discloser designates in writing to be confidential in the same manner as Recipient treats its own confidential information; provided that (i) Recipient may share such information with its employees and third party service providers, with a need to know and/or in order to fulfil the obligations pursuant to this Agreement (“Representatives”), in furtherance of the provision of Services hereunder, that are subject to confidentiality obligations substantially as restrictive as those set forth in this Section and (ii) Recipient assumes responsibility for such employee’s and third-party service provider’s use of such information. Discloser represents and warrants that it has all necessary legal rights, title, consents and authority to disclose such confidential information to Recipient. Notwithstanding such confidential status or any other provisions of this Agreement, you agree that HRW may, without identifying you as the source of such information, use information collected from your use of our Software or Services or provided by you on yourself and your commercial customers, prospects, distributors and/or suppliers to create, update, merge, analyse, maintain or enhance its database of business records and other information, which business records and other information are used to create, and are included within, the services made commercially available by HRW and its affiliates. HRW will not transfer, disclose, sell or otherwise distribute such information in the form supplied by you to any third party (other than





Representatives) without your consent, unless HRW is required by law to do so. Confidential information shall not include information that (i) is or becomes a part of the public domain through no act or omission of Recipient; (ii) was in Recipient's lawful possession prior to Discloser's disclosure to Recipient; (iii) is lawfully disclosed to Recipient by a third-party with the right to disclose such information and without restriction on such disclosure; or (iv) is independently developed by Recipient without use of or reference to the confidential information. This section shall not apply to the use of Information and Software provided by HRW which is governed by the license terms of this Agreement. Further, you agree to not disclose the negotiated pricing or terms of this Agreement, or any Order, to any third party.

4.4 You shall implement and maintain security measures with respect to the Software and Information in your possession that effectively restrict access to Software and Information only to authorized users with a need to know, and protect Software and Information from unauthorized use,

alteration, access, publication and distribution. In no event shall such security measures be less restrictive than those you employ to safeguard your most confidential information. You shall supply HRW with a description of such security measures at HRW's request. In the event of an actual or suspected breach of such security measures, you shall provide HRW prompt, but in no event later than

2) days after becoming aware, written notice of any security incident that involves, or which you

reasonably believe involves, the unauthorized access, use or disclosure of Software or Information. Termination

5.1. In the event of a material breach by you, HRW may terminate this Agreement or suspend or terminate your access to the applicable Services, Information, or Software without prior notice.

5.2. The provisions set forth in Sections 1 (excluding 1.1), 2, 3, 4, 5, 6, 7, and 8, as well as any provision of the Supplemental Terms which by their nature would survive the termination of this Agreement, shall survive the termination of this Agreement and shall continue in force in perpetuity.

Limitation of Liability

6.1 THE MAXIMUM LIABILITY OF HRW, ANY OF ITS AFFILIATE, AND THE OFFICERS, DIRECTORS, EMPLOYEE, SHAREHOLDERS OR AGENTS OF ANY OF THEM TO YOU OR A THIRD PARTY ARISING OUT OF OR RELATING TO THE SERVICES, INFORMATION, SOFTWARE, OR THIS AGREEMENT, REGARDLESS OF





THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), OR IN CONNECTION WITH THE WEBSITE IN ANY WAY OR IN CONNECTION WITH THE USE, INABILITY TO USE OR THE RESULTS OF USE OF THE WEBSITE, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE DUE TO VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT, SOFTWARE, DATA OR OTHER PROPERTY, WILL NOT EXCEED FIVE THOUSAND DOLLARS (\$5,000). ANY CLAIMS WILL BE BROUGHT, IN ACCORDANCE WITH THIS AGREEMENT, WITHIN 12 MONTHS OF THE FIRST OCCURRENCE GIVING RISE TO SUCH CLAIMS, OR SUCH CLAIMS WILL BE FOREVER BARRED. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST HRW ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

6.2 HRW SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Dispute Resolution; Choice of Law

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF DISPUTES THROUGH MANDATORY ARBITRATION WITH A FAIR HEARING BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION OR REPRESENTATIVE PROCEEDING.

7.1 THE ENFORCEABILITY OF THIS AGREEMENT IS GOVERNED BOTH PROCEDURALLY AND SUBSTANTIVELY BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. SECTIONS 1-9 ("FAA"), TO THE MAXIMUM EXTENT PERMITTED BY LAW. WITH THAT EXCEPTION, THE LAWS OF THE STATE OF NEW JERSEY (WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW PRINCIPLES) GOVERN ALL MATTERS, INCLUDING

TORT CLAIMS, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE, AND ENFORCEMENT.

(a) Arbitration Terms. You agree that any dispute or claim arising out of or in any way relating to (1) this Agreement, (2) HRW Services, Information and/or Software (including any Information and Software included therewith or embedded therein), (3) maintenance, support or other services that relate in any way to HRW Services, Information and/or Software, (4) the use, operation, licensing, distribution, sale, advertising, promotion, transmission, provision or marketing of HRW Services, Information and/or Software, (5) any transaction that relates in any way to HRW Services, Information and/or Software, (6) any claims, statements, promises, descriptions, representations or warranties made in connection with HRW Services, Information and/or Software or any such transaction, (7) the use or disclosure of information obtained by us in connection with HRW Services, Information and/or Software, (8) or this Agreement (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration. No HRW employee or agent other than a duly





authorized representative of HRW has the authority to vary this Agreement.

(i) Arbitration Procedures. Before commencing arbitration you must first present any claim or dispute to HRW in writing to allow us the opportunity to resolve the dispute. If the claim or dispute is not resolved within 60 days, you may request arbitration by serving a completed Commercial Demand for Arbitration Form on us and the American Arbitration Association (“AAA”). You can contact the AAA at 800-778-7879 or www.adr.org. The arbitration shall be conducted by the AAA in accordance with its Commercial Arbitration Rules, and, when deemed appropriate by the arbitrator, the AAA’s Supplementary Procedures for Consumer-Related Disputes, except as expressly set forth in this Agreement. There shall be one arbitrator who will be a licensed attorney or a former judge and will have at least 10 years of legal experience in the resolution of commercial disputes. The arbitrator shall be chosen by written mutual agreement of the parties. If, after 7 days, you and we are unable to agree upon an arbitrator, the AAA will appoint the arbitrator. The arbitrator shall apply the substantive law of the state of New Jersey, without giving effect to its conflict of law provisions. All face-to-face proceedings shall take place in the State of New Jersey.

(ii) Award. Arbitration is final and binding. In making any award, the arbitrator will be restricted by the “Limitation of Liability” provision in this Agreement and will not have jurisdiction to make an award to any party to the arbitration contrary to the “Limitation of Liability” provision. You expressly agree that the rulings of the arbitrator, including any award, shall be binding, non-reviewable and non-appealable.

(iii) Confidentiality. Any arbitration shall be confidential, and neither you nor HRW may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Any party shall have the right to prevent any actual or threatened breach of this confidentiality provision by temporary, preliminary or permanent injunctive or declaratory relief.

(iv) Costs of Arbitration. The party requesting arbitration must pay the applicable AAA filing fee. Each party shall pay its own expenses of the arbitration, including the expense of its own counsel, witnesses, and presentation of evidence at the arbitration. If any party files a judicial or administrative action asserting a claim that is subject to arbitration and another party successfully stays such action or compels arbitration, the party filing that action must pay the other party’s costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorneys’ fees.

7.2 THE PARTIES EXPRESSLY AGREE THAT THERE SHALL BE NO JURY TRIAL OR RIGHT TO A JURY TRIAL, OR RIGHT TO ANY OTHER PROCEEDING TO RESOLVE ANY DISPUTE IN ANY COURT. THE PARTIES ALSO EXPRESSLY AGREE THAT ANY DISPUTE IS PERSONAL TO THEM, AND ANY SUCH DISPUTE SHALL ONLY BE RESOLVED BY AN INDIVIDUAL ARBITRATION. NEITHER PARTY AGREES TO CLASS ARBITRATION





OR ARBITRATION WHERE A PERSON BRINGS A DISPUTE AS A REPRESENTATIVE OF ANY OTHER PERSON OR PERSONS. NEITHER PARTY AGREES THAT A DISPUTE CAN BE BROUGHT AS A CLASS OR REPRESENTATIVE ACTION OUTSIDE OF ARBITRATION, OR ON BEHALF OF ANY OTHER PERSON OR PERSONS. THE PARTIES AGREE THAT A DISPUTE MAY ONLY BE RESOLVED THROUGH AN INDIVIDUAL ARBITRATION AND SHALL NOT BE BROUGHT AS A CLASS ARBITRATION, A CLASS ACTION, OR ANY OTHER REPRESENTATIVE PROCEEDING.

7.3 Arbitration shall not apply to any portion of a claim, demand, suit, dispute, action or other proceeding, arising out of, or directly or indirectly relating to: (i) the protection or enforcement of proprietary rights, and/or (ii) confidentiality and security; and such claim, demand, suit, dispute, action or other proceeding is subject to the exclusive jurisdiction and venue of the state and Federal courts of the State of New Jersey. As to those claims, you will pay all costs and expenses, including reasonable attorneys' fees, that HRW incurs in any action to enforce your obligations under this Agreement.

Miscellaneous

8.1 Third parties that provide Information, Software or services to HRW for use in providing the Services, Information or Software (the "Third Party Partners") are entitled to the benefits and protections of Sections 3 and 6 to the same extent as HRW.

8.2 In no event shall any terms or conditions included on any form of your purchase order apply to the relationship between HRW and you hereunder, unless such terms are expressly agreed to by the parties in writing. Any amendments of or waivers relating to this Agreement must be in writing signed by the party, or parties, to be charged therewith.

~~8.3 This Agreement, any Orders, addenda, statements of work, and schedules constitute the~~
PRIOR agreement between HRW and you regarding the Services, Information and/or Software. All

AGREEMENTS, BOTH ORAL AND WRITTEN, BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS AGREEMENT, INCLUDING, ARE EXPRESSLY SUPERSEDED BY THIS AGREEMENT.

8.4 This Agreement binds and inures to the benefit of the parties and their successors and permitted assigns, except that neither party may assign or otherwise transfer (including by operation of law) this Agreement or any rights granted herein without the prior written consent of the other party; however, HRW may assign the Agreement to any of its affiliated companies or in connection with a merger or consolidation involving HRW (so long as the assignment is to the newly merged or consolidated entity) or the sale of substantially all of HRW's assets (so long as the assignment is to the acquirer of such assets).

Subscription-Based Products; Automatic Renewal





9.1 ALL HRW SERVICES, INFORMATION AND/OR SOFTWARE PROVIDED PURSUANT TO AN ANNUAL OR MULTI-YEAR SUBSCRIPTION SHALL AUTOMATICALLY RENEW AT THE END OF EACH TERM FOR EITHER THE SAME DURATION AS THE ORIGINAL TERM OR ON AN ANNUAL, QUARTERLY, OR MONTH-TO-MONTH BASIS, AT OUR SOLE DISCRETION, AT EITHER THE EXISTING RATE, OUR THEN-CURRENT RATES, OR SUCH OTHER AMOUNT AS IS LISTED ON THE APPLICABLE ORDER, AND YOU WILL BE CHARGED THE APPLICABLE SUBSCRIPTION FEE FOR THE ENTIRE RENEWAL PERIOD (OR SUCH OTHER INSTALLMENT IDENTIFIED ON THE APPLICABLE ORDER), THROUGH THE CURRENT BILLING METHOD YOU HAVE ON FILE UNLESS YOU EMAIL CUSTOMER SERVICE AT CUSTOMERSERVICE@HEALRWORLD.COM PRIOR TO THE END OF THE THEN-CURRENT TERM AND CANCEL YOUR SUBSCRIPTION RENEWAL.

9.2 ANY HRW SERVICES, INFORMATION AND/OR SOFTWARE PROVIDED IN CONNECTION WITH A TRIAL OFFER MAY, AT THE END OF THE TRIAL PERIOD, CONVERT INTO A PAID SUBSCRIPTION FOR THE TERM IDENTIFIED IN THE ORDER RELATING TO SUCH TRIAL UNLESS YOU EMAIL CUSTOMER SERVICES AT CUSTOMERSERVICE@HEALRWORLD.COM TO CANCEL PRIOR TO THE END OF THE TRIAL PERIOD, AND THEREAFTER THE PROVISIONS OF SECTIONS 9.1 OR 9.2, AS APPLICABLE, SHALL APPLY TO SUCH SUBSCRIPTION.

9.3 As to automatic renewals, HRW will bill you by way of the same method of payment with which you made your initial purchase. To the extent you purchase any Services, Information, and/or Software using a credit card or in a manner similar to a credit card purchase (collectively a "Credit Card"), you authorize us to retain and/or share your Credit Card information with our Third Party Partners, including credit card and similar payment processors (in all cases in compliance with PCI-DSS and other applicable security standards) in connection with billing activities and in order to facilitate continued billing on subscription Products and/or future purchases. If the Credit Card used to purchase any Services, Information and/or Software subscription reaches its expiration date or is otherwise not able to be charged, and you do not edit this Credit Card's information and your account has not otherwise been closed, you authorize us or our Third Party Partners to update your Credit Card information and bill such Credit Card and you will continue to remain responsible for any uncollected amounts.

9.4 If particular Services, Information and/or Software have ceased to be offered by us to the marketplace at large, we reserve the right to either discontinue your subscription and close your account, continue provisioning you with the same Services, Information and/or Software or, if similar or comparable Services, Information and/or Software have been developed and are then being marketed, to then or at any time thereafter provision you with such replacement Services, Information and/or Software at either the existing rate or the then-current price. Where we have elected to continue provisioning the discontinued Services to you, we may charge you additional fees associated with the continued provision of such discontinued Services. We further reserve the right to change, modify, suspend or discontinue all or any portion of the Website or any of our Services, Information and/or Software, in our sole discretion, at any other time and for any other (or no) reason and, in the case of Services, Information and/or Software, provide you, in our discretion, with (i) Services, Information and/or Software having similar or comparable features and functionality at either the existing rate or then-current price, or, (ii) where no similar or comparable replacement is available,





provide you with a pro-rated refund.

9.5 If you choose to cancel subscription-based Services, Information and/or Software prior to the end of its subscription term, we will terminate your access to the Services, Information and/or Software, and depending on the specific Services, Information and/or Software and when you have cancelled your subscription, you may be entitled to a refund. Please refer to our Refund Policy. Any refunds will be issued by way of the same method of payment as the original payment.

9.6 Any cancellation or termination of a Service will result in a loss of search and/or usage histories and any customizations you may have made to the Service on the applicable Product dashboard, as well as a discontinuation of any HRW processes you may have initiated prior to cancellation or termination, such as trade reference submissions.

Accounts and Security

10.1 To access and use many of the HRW Services, Information and/or Software, you must access our Website and register with us to open an Account. As part of the registration process, each user will submit his or her email address and select a password. You shall provide us with accurate, complete, and updated Account information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your Account. You agree that you will not (i) select or use the email address of another person with the intent to impersonate that person; (ii) use a name subject to the rights of any other person without authorization; (iii) use an email address that HRW, in its sole discretion, deems inappropriate or offensive; or (iv) breach any representation, warranty or promise made by you in this Agreement regarding your Account. The terms of our Website Terms of Service are also applicable to your use of our Website and your Account.

10.2 You agree to immediately notify us of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password. You shall be responsible for maintaining the confidentiality of your password. It is your sole responsibility to protect your password and not share your password with any other people. Accordingly, you understand and agree that you shall be liable for any activity performed by others using the Site, your email address and password. We are not responsible for any loss or damage arising from your failure to maintain the confidentiality of your password.

10.3 We may immediately terminate your Account, or suspend your access to your Account, in our sole discretion and, without notice, for conduct that we believe is: (i) illegal, fraudulent, harassing or abusive; (ii) a violation of this Agreement or any other policies or guidelines posted by HRW; or (iii) harmful to other users, third parties, or the business interests of HRW. Use of an Account for illegal, fraudulent or abusive purposes may be referred to law enforcement authorities without notice to you. If you file a claim against HRW or a claim which in any way involves HRW, then we may terminate your





Account. Upon termination of your Account by us for any of the above-mentioned reasons, (a) you may not establish a new Account for a period of one year (or such other duration as we may determine in our sole discretion) from the date of termination, (b) we will have no obligation to notify any third parties regarding such termination, and (c) you will be responsible for any damages that may result or arise out of termination of your Account.

10.4 You may only use the Website and/or open an Account if your applicable jurisdiction allows you to accept the terms set forth in this Agreement in accordance with the acceptance procedures adopted by us.

Scope of License and Purpose of Use as to Services, Information and Software

11.1 Unless expressly set forth in this Agreement or in an Order, the Services, Information and Software licensed to you hereunder may be used only during the license term, within the permitted geographical territory (as set forth in Section 1.1, elsewhere herein, or on the applicable Order), and for the purposes for which the particular Services, Information, or Software is designed to be used, as set forth in the applicable Product description on our Website or in other materials provided to you concerning the particular Services, Information or Software.

11.2 HRW reserves the right to monitor your use of the Services, Information and Software licensed to you hereunder to ensure compliance with this Agreement. If HRW has reason to believe you are not in compliance with the rights granted under this Agreement, HRW reserves the right to take such action as is deemed necessary, including but not limited to assessing additional charges if applicable or terminating your access to the applicable the Service, Information or Software without providing you with a refund.

Information You Provide to HRW

12.1 To the extent you provide any data or information concerning yourself as part of creating or operating an Account or purchasing and using Services, Information or Software ("Submitted Information"), such as address, telephone numbers (including mobile), email addresses, and information such as trade references, you represent and warrant that such Submitted Information is true, correct, and current, and that you have the right to possess and use all such Submitted Information. With respect to any Submitted Information relating to HRW Services, Information and/or Software, you, not HRW, have sole responsibility for the accuracy, quality, completeness, appropriateness, and intellectual property ownership of, as well as any data protection obligations regarding, all such Submitted Information. By providing Submitted Information to us, you represent and warrant that the Submitted Information is not consumer information and relates to a business, and that such submission is accurate to your best knowledge, not confidential, and not in violation of any laws, rules or regulations, contractual restrictions, or other third-party rights. In addition, HRW is not responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of





Submitted Information. You hereby grant a non-exclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicensable, fully paid up and royalty-free right to HRW to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, and use and commercialize, in any way now known or in the future discovered, anything that Submitted Information, without any further consent, notice and/or compensation to you or any third parties.

12.2 To the extent you upload (through a Software interface or otherwise), submit or otherwise provide information to HRW Submitted Information which relate to your customers, prospects, or vendors in connection with a HRW Service, Information and/or Software such as The HRW Advanced Geo-Analytics Platform, you represent and warrant that you have all requisite rights and permissions to do so. For the avoidance of doubt, trade reference data and other information you provide in connection with your use of any HRW Services, Information and/or Software relating to your own business (including any online business directory) are not included within the definition of Customer Data. You hereby grant HRW a license to store and use the Customer Data for the purposes of providing the applicable HRW Services, Information and/or Software to you and as described in Section 4.3. You are obligated to fully indemnify and hold HRW, its licensors and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a claim alleging that the provision of the Customer Data to HRW infringes the rights of, or has caused harm to, a third party.

Your Consent to be Contacted

13.1 BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU EXPRESSLY AUTHORIZE HRW TO CONTACT YOU IN ANY LAWFUL MANNER FOR ANY LAWFUL PURPOSE, INCLUDING, BUT NOT LIMITED TO, ACCOUNT SUPPORT OR TO INFORM YOU OF OR PROMOTE OR MARKET HRW PRODUCTS AND THIRD-PARTY SERVICES WHICH HRW BELIEVES MAY BE OF INTEREST TO YOU, AND YOU HEREBY UNAMBIGUOUSLY AGREE AND EXPRESSLY CONSENT TO RECEIVE SUCH MAILERS, EMAILS, TEXTS AND TELEPHONE CALLS.

13.2 YOU EXPRESSLY CONSENT TO BE CONTACTED AT THE ADDRESSES, TELEPHONE NUMBERS (INCLUDING MOBILE OR WIRELESS NUMBERS), AND EMAIL ADDRESSES YOU PROVIDE TO HRW (EITHER VERBALLY OR WRITTEN) AS CONTAINED IN YOUR HRW SERVICES, INFORMATION AND/OR SOFTWARE. YOU REPRESENT AND WARRANT THAT ANY MOBILE OR WIRELESS TELEPHONE NUMBER YOU PROVIDE BELONGS TO YOU AND IS ASSOCIATED WITH A MOBILE DEVICE IN YOUR POSSESSION. YOU HEREBY AGREE TO NOTIFY HRW AT YOUR EARLIEST CONVENIENCE IF YOUR MOBILE OR WIRELESS TELEPHONE NUMBER CHANGES. SHOULD YOU HAVE ANY QUESTIONS ABOUT WHICH ADDRESSES, TELEPHONE NUMBERS OR EMAIL ADDRESSES YOU PROVIDED TO HRW FOR THE ABOVE, PLEASE REVIEW YOUR ACCOUNT INFORMATION IN YOUR PRODUCT DASHBOARD OR PLEASE EMAIL US AT CUSTOMERSERVICE@HEALRWORLD.COM.

13.3 YOUR CONSENT TO THE TERMS OF THIS SECTION IS NOT REQUIRED, DIRECTLY OR INDIRECTLY, AS A CONDITION OF PURCHASING ANY GOODS OR SERVICES, INCLUDING INFORMATION OR SOFTWARE, FROM HRW. SHOULD YOU NOT WISH TO CONSENT TO BEING CONTACTED FOR EITHER OR





BOTH ACCOUNT SUPPORT OR PROMOTIONAL PURPOSES, OR TO REVOKE A CONSENT PREVIOUSLY GIVEN, YOU AGREE TO CONTACT US USING ONE OF THE FOLLOWING METHODS; EMAILING customersupport@healworld.com or changing your preferences in our healworld.com website.

Your Representations and Warranties; Indemnification

14.1 In addition to representations and warranties you have made elsewhere in this Agreement, you represent and warrant that (i) you possess the legal right and ability to enter into this Agreement and to comply with its terms and are duly authorized to act for any business on behalf of whom you are acting when interacting with us or as to whom you are providing Submitted Information.

14.2 In addition to the indemnification obligations set forth elsewhere in this Agreement, you agree to indemnify, defend and hold harmless HRW, its Third Party Partners, and their respective directors, officers, shareholders, employees and agents (collectively, the "Indemnified Parties"), at your expense, against any and all claims, actions, proceedings, and suits and all related liabilities, losses, damages, judgments, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) ("Claim") incurred by any Indemnified Party arising out of or relating to your (i) violation or breach of any of the terms of this Agreement or any policy or guidelines referenced herein (including your unauthorized use or distribution of the HRW Services, Information and/or Software), (ii) your violation of any law, rule, regulation or rights of others in connection with your use of any HRW Services, Information and/or Software, (iii) your use or disclosure of another person's personal, financial or credit information or (iv) infringement, violation or misappropriation of any copyright, trade secret, or any other intellectual property rights or the violation of any property or privacy right of any third party through your use of the Submitted Information and Customer Data or the provision thereof to HRW in accordance with the terms of this Agreement.

Provision Applicable to Certain California Residents

15.1 Under California Civil Code Section 1789.3, certain residents of California who receive electronic commercial services are entitled to certain information concerning the service and the service provider. If you are unable to receive the information you are seeking or resolve a complaint you may have regarding the services available through the Website, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite North 112, Sacramento, California 95834, or by telephone at 800-952-5210.

THE PRODUCT OR SERVICE YOU HAVE PURCHASED MAY, IN ADDITION TO THE TERMS OUTLINED ABOVE, BE SUBJECT TO ADDITIONAL PRODUCT- OR SERVICE-SPECIFIC TERMS. IF THE PARTICULAR PRODUCT OR SERVICE YOU HAVE PURCHASED IS LISTED BELOW, THEN THE APPLICABLE SUPPLEMENTAL TERMS BELOW ARE INCORPORATED BY REFERENCE AND ARE DEEMED A PART OF THIS AGREEMENT.

Sustain Planet Earth Committed® (S.P.E.C.) Seal

SPEC may be used for a period of 12 months following the date of purchase. If you have selected a free





SPEC Service or purchased a paid SPEC Service which includes a SPEC seal and/or certificate (collectively, a "SPEC Seal") you acknowledge and agree that we may perform an annual validation on your business and sustainability information, and that we may disable and/or discontinue and/or revoke the availability or display of your SPEC Seal if we determine, in accordance with our own internal processes and standards, that the subject business is out of business or has provided noncurrent or inaccurate business information. If we determine your business information is not accurate, we will notify you at the email address you provided to us and give you an opportunity to verify or update your business information. If you are unable to provide such verification within the time frame set forth in the notice, then we will disable and/or discontinue and/or revoke the availability of the applicable SPEC Seal (if any). Notwithstanding the foregoing, you acknowledge and agree that we have no obligation to monitor or investigate the accuracy of any business information you provide. If we disable and/or discontinue and/or revoke the availability of the SPEC Seal associated with the HRW Services, Information and/or Software you have purchased, we will discontinue billing you for the SPEC Seal starting with the next annual billing cycle after the SPEC Seal is disabled or discontinued or revoked following completion of any required minimum subscription period. If you choose to cancel your paid SPEC Service, and unless you request otherwise, your paid SPEC Services will convert into the free SPEC Services. Any SPEC business and sustainability information will remain SPEC until the end of your License term. All SPEC business information must be re-verified on an annual basis.

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HealRWorld eDirectory Company Update

If you have opted to use the HRW eDirectory Update Services, you affirm that the information you submit is complete, accurate, and current, and that you are authorized by the selected company to update HRW's record on such company. You understand and agree that Submitted Information may be stored and utilized by HRW to create and/or update its database of commercially available business records, which HRW markets and distributes to customers and other third parties worldwide.

HealRWorld eDirectory Product



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If you have selected our HealRWorld eDirectory Services, Information and/or Software, you acknowledge and agree that HRW may remove your listing(s) from HRW's online business directory and disable the link to your website (the "HRW Link") if it determines, in accordance with its own internal processes and standards, that the subject business is out of business or has provided noncurrent or inaccurate information about its business. If we determine your information is not accurate, we will notify you at the email address you provided to us and give you an opportunity to verify or update your business information. If you are unable to provide such verification within the time frame set forth in the notice, then we will remove your listing from the HRW Online Directory and disable the HRW Link. Notwithstanding the foregoing, you acknowledge and agree that we have no obligation to monitor or investigate the accuracy of any business information you provide. If we remove your listing from HRW Online Directory and disable the HRW Link, we will discontinue billing for the HRW Directory Services starting with the next billing cycle after the listing is removed and the HRW Link is disabled following completion of any required minimum subscription period.

You further acknowledge that links from your eDirectory profile may link to non-HRW outside websites.

Links to other websites

Links to third party content or websites may appear on our website and eDirectory. We are not responsible for the content of any websites accessible via any link(s) on our website. All content on third party websites is outside of our control, and we do not represent or warrant that such content is related to us or our website, suitable or appropriate for use or viewing, lawful or accurate.

Any third-party website accessible via a link on our website may collect and process your information. We are not responsible for any data-processing activities carried out by any third-party website which is linked to from our website, and we disclaim any and all liability in respect of the same. You should check the privacy policy of any such third party to establish how they may use your information before you decide to use their website and its features.

HealRWorld Advanced Geo-Analytics Platform

HRW hereby grants to Licensee a non-exclusive, non-transferable license to use the HRW Advanced Geo-Analytics Platform in accordance with the terms of this Agreement and the applicable Order. Unless otherwise identified in an Order, the Subscription Data is licensed for [twelve (12) month] terms and the license to the Subscription Data may be renewed for additional [twelve (12) month] terms as part of Maintenance Services. The grant of rights to the Licensed Products is not a sale of the Licensed Products. Licensor and its third-party providers reserve all rights not expressly granted by this Agreement.

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a) Licensee is permitted to use the Licensed Product and Data Output only for its own internal business purposes. The Licensed Product will be installed and used only at the Installation Site set out in the applicable Order and utilizing the operating system set out therein. Remote Access to the Licensed Product and use of the Licensed Product as a Service Provider are prohibited unless otherwise authorized in the applicable Order. Additional terms of authorized use are as set forth in the applicable Order and may include limitations on: (i) the number of Users; (ii) the Application authorized to access





the Licensed Product and use the Data Output; and (iii) the number of Data Records accessed using the Licensed Product. Licensed Product licensed for desktop use by a specific number of Users may be installed on the number of devices equal to the specific number of User licenses purchased, or may be installed on multiple devices so long as the number of Users do not exceed the number of licenses purchased.

b) Licensee may, upon prior written notice to HRW, permit its third party contractors to access and use the Licensed Product solely on behalf of, and for the benefit of, Licensee, so long as: (i) contractor agrees to comply fully with all terms and conditions of this Agreement and the applicable Order(s) as if they were Licensee; (ii) Licensee remains responsible for each contractor's compliance with this Agreement and the applicable Order(s) and any breach thereof; (iii) any User limitation includes User licenses allocated to Contractors; and (iv) the contractor is not a competitor of HealRWorld, Licensor or any Licensor Affiliate. All rights granted to any contractor hereunder terminate immediately upon conclusion of the services rendered to Licensee that gives rise to such right. Upon termination of such rights, contractor must immediately cease all use of the Licensed Product, un-install and destroy all copies of the Licensed Product, Documentation and any other Licensor information in its possession, and must certify in writing upon Licensor request of compliance with this section.

General Use Restrictions.

a) Licensee will not: (i) make derivative works of the Licensed Product; (ii) make copies of the Licensed Product or Documentation except as otherwise authorized in Section 4(c) or an Order; (iii) disclose the Licensed Product, Documentation or any other Licensor information marked confidential or proprietary to any third party; (iv) sublicense, lend or otherwise provide the Licensed Product to or for other parties; (v) attempt to unlock or bypass any initialization system, encryption methods or copy protection devices in the Licensed Product, if any; or (vi) alter, remove or obscure any trademark or copyright notice in the Licensed Products or Documentation.

c) Licensee will not use Data Output outside of the usage designated in the applicable Order(s) (if applicable), or disclose Data Output to third parties except as authorized in the applicable Order(s).

Any

authorized disclosure of Data Output to third parties must prohibit those third parties from selling, sublicensing or disclosing the Data Output to additional third parties and from using the Data Output for any purpose other than as authorized in the applicable Order(s). Licensee may use Data Output to derive conclusions or recommendations that form part of Licensee's services to its customers, but Licensee may not provide Data Output as part of those services. Licensee may translate Subscription Data into other data formats so long as use of the Subscription Data in all formats does not exceed the limits of this Agreement and the applicable Order(s).

Maintenance; Renewal of Term License.

a) Licensee will obtain Maintenance Services for Licensed Product for the initial term set forth in the Order and for the fees set forth therein. Following such initial term, Licensee may elect to purchase additional Maintenance Services in twelve (12) month terms at Licensor's then current rates.





b) Maintenance Services consist of: (i) reasonable amounts of telephone support to assist Licensee with the use of the Licensed Product in accordance with the Support Guidelines; (ii) Enhancements provided to other licensees of the Licensed Product who have paid for Maintenance Services for the current maintenance term; (iii) Subscription Data, as applicable; and (iv) the correction of errors or non-conformities with the Licensed Products in accordance with the Support Guidelines. Telephone support is provided only to the individuals located at a single designated location. If Licensor is unable to correct a reported error or non-conformity that is classified in the Support Guidelines as a critical or high severity level problem within thirty (30) days following notice from Licensee or an additional period of time reasonably agreed to by the parties, Licensee may terminate Maintenance Services for such Licensed Products and receive, as its remedy, a pro-rata refund of the fees paid for Maintenance Services for the balance of the existing maintenance term.

c) Maintenance Services for the Licensed Product may be terminated by Licensee prior to the end of a term upon notice to Licensor. HRW may terminate Maintenance Services for the Licensed Products upon at least ninety (90) days written notice to Licensee prior to the end of any term or upon one hundred eighty (180) days written notice to Licensee for any superseded versions of the Licensed Products or if the Licensed Product are licensed for use on an operating system that is no longer supported by their developer or manufacturer.

d) Prior to the expiration of the term to any Licensed Product licensed on a limited term, Licensee may renew or extend the term license for such Licensed Product upon agreement by Licensor at rates and for the duration set forth in a quote issued by Licensor. Licensee may issue Licensor a purchase order for such renewal as set forth in the quote, provided such purchase order will: (i) incorporate the terms of the Agreement and the applicable Order, as may be amended; and (ii) not introduce any new terms. The parties agree that any pre-printed terms on such purchase order will have no force or effect, and Licensor hereby expressly disclaims any acceptance of such additional terms. If a Licensee has a term license to the Licensed Products, Licensee must renew the term license in order to purchase and obtain additional Maintenance Services for such Licensed Product.

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Upon: (i) expiration of a term license to any of the Licensed Product, unless such term license is renewed; (ii) termination or expiration of the license to any of the Licensed Products for any reason; or (iii) termination of an Order, Licensee will immediately cease use of the applicable Licensed Product and delete and/or remove all copies of such products from its servers, terminals and other computer systems and promptly return or destroy all copies of the Licensed Product, Documentation and any other Licensor confidential and proprietary information in Licensee's possession. If requested, Licensee will certify compliance with the foregoing in writing.

