

Multi User License Agreement

I. Subscription

____, hereby agrees to provide, and you ("End User") hereby agree to subscribe, pursuant to the terms of this Agreement, to use online databases, content, information, and library services ("Services") solely as provided for herein. These Services shall be licensed to the End User by ____ upon your acceptance of the terms contained herein and in consideration for the payment of applicable fees set forth at and in accordance with the terms and conditions set forth in this Agreement. End User understands that ____ is providing these Services to End User and other customers, and such Services are non-exclusive, non-transferable, and only for personal and lawful use during the term of this Agreement. In the event End User is a corporation or other entity, then personal use shall mean an individual use by an employee of the corporation or other entity subscribing to the Services under this Agreement.

II. Services

Throughout the term of this Agreement, End User shall have access to the Services on the Web site for which it specifically subscribes. ____ may, without advance notice or liability, add, discontinue, or revise any aspect of the Services, including without limitation such aspects as scope, time and availability of information. The Services may only be used for lawful purposes. Providing of content and use of any information obtained through the Services is at End User's own risk and ____ specifically disclaims any liability, warranty or responsibility for the accuracy, correctness, timeliness or quality of the information and content provided or obtained through such use of the Services and for End User's reliance upon the Services. Transmission of any materials in violation of any Indian state regulation is expressly prohibited, including, but not limited to, materials protected by copyright, patent, trademark, database or trade secret laws. End User agrees to indemnify, defend and hold harmless ____ from any claims, costs, liabilities and attorneys' fees arising from End User's use of the Services. RESALE OF SERVICES TO ANOTHER PARTY IS NOT PERMITTED. COPYING AND DISTRIBUTION OF INFORMATION PROVIDED BY THE SERVICES IS NOT PERMITTED.

III. Fees

End User shall pay ____ for the Services by credit card, direct debit or other such method as the parties may agree, and End User authorizes ____ automatically to charge End User by such method for each initial and renewable term of this Agreement. Fees for the Services shall be charged according to ____'s current prices and price schedules for such Services. Fees and payment schedules for the Services may be changed by ____ upon thirty (30) days written (including email) notice to End User.

IV. End User Requirements

End User acknowledges that the information provided in connection with the Services contains copyrighted and other proprietary and confidential information and material, and will respect all such proprietary rights and take such reasonable precautions to protect such information and material from unauthorized use or disclosure. End User further agrees it shall not violate any laws, regulations or standards established by an entity of competent jurisdiction relating to the promotion or providing of the Services. In order to access the Services, End User must create a "Username" and "Password" and will be responsible for maintaining the confidentiality of the Username and Password and all activities and charges resulting from their use, including unauthorized use.

V. Term and Termination

This Agreement shall have a term of one (1) year, or, if the End User renews its subscription to the Service to which this Agreement relates, this Agreement shall have a longer term equal to the subscription renewal period. The Agreement shall immediately terminate at any time upon notice from ____ if End User fails to comply with these terms and conditions. End User acknowledges and agrees that termination of this Agreement for any reason during the initial term will, at ____'s discretion, result in pro rata charges according to the number of months remaining in the initial term. Termination for any reason will not relieve End User from its obligation to pay ____ all sums owed through the effective date of termination. Upon termination, all rights, licenses and privileges granted hereunder to End User shall automatically revert to ____, and ____ shall deactivate End User's access to the Services.

VI. Intellectual Property

These Web pages, and the content provided in connection with the Services, are copyrighted by their respective owners. End User agrees to respect the rights of these owners.

Subscription to the Services grants permission ONLY to view the material on these Web pages and save the material ONLY for the End User's personal reading, but NOT to further copy, modify, use or distribute in any way or create any derivative works except as specifically authorized below. End User may not remove any copyright or trademark notices, such as the ©, ™ or ® symbols, from these Web pages or the content of the Services.

Specific Exceptions: e-MAP (____'s Management of an Accounting Practice Handbook Online): End User may download, alter, print, save and reproduce for use in connection with End User's professional practice e-MAP materials known as "Exhibits" that can be saved as word-processing or spreadsheet application files. Systematic downloading, alteration, copying, or distribution of the text of e-MAP in any medium is prohibited.

VII. Limited Warranty

____ MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE RELIABILITY OF THE SERVICES UNDER THE TERMS OF THIS AGREEMENT OR THE FITNESS OF SUCH SERVICES FOR A PARTICULAR PURPOSE AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY OF NON-INFRINGEMENT. IN NO EVENT WILL ____ BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, NEGLIGENCE OR OTHER TORT. USE OF THE SERVICES ARE AT END USER'S SOLE RISK. THE SERVICES ARE PROVIDED "AS IS."

VIII. Indemnity

End User shall defend and indemnify ____ from all claims, suits, damages and costs (including attorneys' and experts' fees) arising out of End User's use of the Services or End User's breach of this Agreement.

IX. Confidentiality

Other than as may be required by any applicable law, government order or regulation, or by order or decree of any court of competent jurisdiction, the parties shall not publicly divulge or announce, or in any manner disclose to any third party, any confidential information revealed to the parties pursuant hereto, or any of the specific terms and conditions of this Agreement.

X. Governing Law

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the _____, without reference to the principles of conflicts of laws.

XI. Disputes

The parties hereby consent to the exclusive jurisdiction of the Federal and State courts of the state and county of _____ over any dispute under or pertaining to this Agreement and the parties hereby waive any objection to the propriety or convenience of venue in such courts.

XII. Entire Agreement

This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, between the parties with respect to the subject matter hereof. This Agreement may not be changed or modified except by an instrument in writing signed by all parties hereto.

XIII. Assignment

End User shall not transfer or assign this Agreement or any rights or obligations hereunder without the prior, written approval of _____, which may be withheld at the sole discretion of _____ and any assignment in violation of this prohibition shall be void. Subject to the

foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

XIV. Waiver

The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver of or consent to any subsequent breach.

XV. Validity

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, You have caused this Agreement to be executed by completing the electronic acceptance below and agree to the terms and conditions stated above.