



## TERMS OF USE FOR CCH ONLINE CONTENT SERVICES

NOTICE: ACCESS OR USE OF THE CCH ONLINE CONTENT SERVICES IS SUBJECT TO YOUR ACCEPTANCE OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU ARE NOT PERMITTED TO ACCESS OR USE THE CCH ONLINE CONTENT SERVICES.

Effective: August 20, 2020

The following terms of use govern access and use of the CCH online content services and the applications, tools, online services, Data (as defined below) and materials provided therein (collectively, “**Online Services**”). You are only permitted access to the Online Services if you are, and only for so long as you are, an authorized user pursuant to an agreement or order between CCH Incorporated or one of its affiliates or businesses (collectively, “**CCH**”) and a customer entity, organization or individual (a “**Customer**”) (such agreement or order referred to as a “**Customer Agreement**”), and you shall be permitted access only to those Online Services expressly made available to you pursuant to the applicable Customer Agreement(s). If you are not an authorized user, you must immediately cease all use of the Online Services. These terms of use, together with the applicable Customer Agreement, constitute a legal agreement between you and CCH concerning your use of the Online Services and are referred to in these terms as this “**Agreement**”.

By accessing, browsing and/or otherwise using the Online Services you acknowledge that you have read, understood and agreed to be bound by this Agreement, and you agree, in connection with your use of the Online Services (including the features and functions made available to you), to comply with all applicable laws and regulations. For purposes hereof, “you” or “your” shall include yourself, the applicable Customer and any entity on behalf of which you use the Online Services. If you do not agree to all of these terms of use, you may not access, browse and/or use the Online Services. The material provided on the Online Services is protected by law, including, but not limited to, United States copyright law and international treaties.

This Agreement applies to your access to and use of the Online Services and does not alter in any way the terms and conditions of any other agreement you may have with CCH for other products, software, services or otherwise, unless otherwise agreed to in writing by CCH. You acknowledge and agree that the applicable Customer Agreement may also contain additional terms and restrictions and that you are subject to, and will comply with, such terms and restrictions. In the event that the terms of this Agreement conflict with an applicable Customer Agreement, the terms of such Customer Agreement will govern and take precedence. Any breach of this Agreement by you shall constitute a breach of the applicable Customer Agreement(s).

## AUTHORIZED USE AND RESTRICTIONS

Authorized Use. The Online Services are licensed to you and your use is restricted as set forth herein. The Online Services and the materials therein may only be used for your internal management, research, reference and informational purposes or for providing professional services to your clients (collectively, the “**Authorized Use**”). The Authorized Use excludes, except to the extent expressly provided for in this Agreement (including in “Permissions” below) or expressly permitted through the documented functionality of the Online Services, the following: (i) redistribution, retransmission, publication, transfer

or commercial or other exploitation of the materials from the Online Services, in whole or in part, including as part of a services bureau, time-sharing or other similar arrangement; (ii) reverse engineering, decompiling or modification of the Online Services, in whole or in part; and (iii) uploading, downloading, copying or redistributing the Online Services materials in their entirety or lengthy sequence, including, but not limited to, creating an archive of Online Services materials.

Copyright. All Online Service materials, including, without limitation, text, pictures, graphics, Data and other files and the selection and arrangement thereof are copyrighted materials of CCH or its licensors, all rights reserved. CCH makes no claim to any underlying original U.S. government works. Except for the Authorized Use or as expressly permitted as described in “Permissions” below, you may not copy, modify or distribute any of the Online Service materials. You may not “mirror” any material contained on the Online Services on any other server. Any unauthorized use of any material contained on the Online Services may violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes.

Permissions. You may (i) make printouts of and distribute materials from the Online Services to the extent permitted under the "fair use" provisions of the Copyright Act of 1976 (17 U.S.C. Sec. 107), (ii) download, store and distribute (including by emailing through the functionality of the Online Services) insubstantial amounts of select materials from the Online Services (in machine-readable form), so long as such downloading, storing and distributing is consistent with the Authorized Use, and (iii) quote and excerpt insubstantial amounts of materials from the Online Services in memoranda, briefs and similar work created by you in the ordinary course of your research and work consistent with the Authorized Use. You shall comply with all applicable conventions regarding copyright and source of material attribution. If you wish to use the materials from the Online Services in any manner not expressly permitted by this Agreement, you may request written permission from CCH by giving to CCH a written description of the intended use and such other information as CCH may request. Only an authorized representative of CCH may grant such permission. The granting of such a request may entail payment of an additional fees.

Trademarks. The trademarks, service marks, trade names, and logos, including, but not limited to, page headers, custom graphics, button icons, and scripts (collectively, the “Trademarks”) used and displayed on the Online Services are registered and unregistered trademarks, service marks and/or trade dress of CCH or its licensors, and you may not copy, imitate or use the Trademarks, in whole or in part, for any purpose. No license or other right to use any Trademark used or displayed on the Online Services is granted to you.

Hyperlinks. You are granted a limited, nonexclusive right to create a “hypertext” link to this Online Service provided that such link does not portray CCH or any of its products or services in a false, misleading, derogatory, or otherwise defamatory manner. This limited right may be revoked at any time for any reason whatsoever.

Framing and Linking. You may not, without the prior written consent of CCH, use framing techniques to enclose any Online Service or any CCH Trademark, logo or trade name or other proprietary information including the images found on the Online Services, the content of any text or the layout/design of any page or any form contained on a page. Links to third-party websites on the Online Services are provided solely as a convenience to you. If you use these links, you will leave the Online Services. CCH has not reviewed all of these third-party websites and does not control and is not responsible for any of these third-party websites, their content or their policies, including, without limitation, privacy policies or lack thereof. CCH does not endorse or make any representations about third-party websites or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to the Online Services, you do

so entirely at your own risk. You acknowledge and agree that CCH shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with, the use of or reliance on any such third-party websites.

Limited Access. Any access to, or attempt to access, for any reason areas of any computer system or other information thereon (except for the limited portions of the Online Services that you have expressly been provided access to pursuant to a Customer Agreement) is strictly prohibited. You agree that you will not use any robot, spider, other automatic device, or manual process to “screen scrape,” monitor, “mine,” or copy the Web pages on any Online Service or the content contained herein in whole or in part. You will not spam or send unsolicited e-mail to any other user of the Online Services for any reason. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of any Online Service. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on any infrastructure supporting this Online Service.

Data Related to the Online Services. The functionality of the Online Services is not intended to be used by you or Customer to store, capture, or transmit Customer client confidential or personally identifiable information and should not be used in that manner. In the course of using the Online Services, you may enter or provide us with search terms, text, and other information and data concerning your usage of the Online Services (collectively, "**Data**"). To the extent that such Data is obtained or stored by CCH in a form that enables CCH to identify it as attributable to you, CCH will: (x) keep the Data confidential using the same standard of care as its uses to protect its own confidential information but in no event less than reasonable care; and (y) limit access to the Data to its resources who have a need to know such information in connection with fulfilling their responsibilities to CCH and CCH will be responsible for any non-compliance committed by such resources. Notwithstanding the foregoing and without limiting the “Processing Purposes” described in the Data Protection Annex (defined below), CCH may use the Data to (i) perform under and manage and make decisions about this Agreement and any matters (such as making the Online Services available to Customer’s users, customer support, invoicing and fee arrangements) arising in connection with this Agreement; (ii) communicate with you and your users that work for you in relation to matters arising under or in connection with this Agreement and in connection with services and products that CCH may offer from time to time, (iii) comply with regulatory and legal obligations to which CCH is subject, (iv) establish, exercise, and defend legal rights and claims, (v) manage customer relationships, (vi) manage risk, perform quality reviews, and manage security and operations, (vii) record, monitor, assess and analyze the use of the Online Services and improve the content and the functionality of the Online Services, (viii) market, advertise and send reports to you or Customer’s organization, (viii) compile statistical and other information related to the performance, operation and use of the Online Services, including for the purposes of sending reports to you or Customer’s organization, and (ix) internal financial accounting, information technology and other administrative support services. To the extent that CCH makes any Data publicly available, it will only do so on an aggregated basis from which it will not be possible to identify you as the source of such Data.

Username and Password; IP Automatic Access. You agree not to give or make available your username or password, or IP automatic access or other means to access your account, to any other individual. You remain responsible for all access to the Online Services via your username and password, even if not authorized by you. If you believe that your password or other means to access your account has been lost or stolen or that an unauthorized person has or may attempt to use the Online Services, you must immediately notify applicable customer support for the specific Online Services being used.

Term and Termination. This Agreement is effective at all times that you have access to the Online Services. The term of your access is governed by the applicable Customer Agreement. If the term of your access has expired then you shall discontinue your use of the Online Services. Your access to the Online Services, as well as the applicable Customer Agreement, will terminate automatically without any

prior notice from CCH if you violate the “Authorized Use and Restrictions” section of this Agreement. Your access to the Online Services, as well as the applicable Customer Agreement, may be terminated by CCH upon prior written notice if you fail to materially comply with any other provision of this Agreement or such Customer Agreement and fail to remedy such failure within thirty (30) of the date of such written notice. Upon termination, you will no longer be permitted access to any Online Services and your access mechanisms will be deactivated. You must also immediately discontinue use of any hyperlinks to the Online Services. Termination will not affect CCH’s entitlement to any sums due related to the Online Services, and you will not be entitled to any refund of any portion of the fees paid.

## **DATA PROTECTION**

The terms set forth in the [Data Protection Annex](#) or such other website address as may be notified to you from time to time (the "**Data Protection Annex**") apply to the extent that CCH processes personal data about you or on your behalf that is subject to Data Protection Laws (as defined in the Data Protection Annex) and such terms are incorporated into this Agreement. In the event of conflict between any provision in the Data Protection Annex and this Agreement, the Data Protection Annex will control with regard to the conflict. CCH may, in its sole discretion and as permitted by the Data Protection Laws, amend or replace the Data Protection Annex at any time without notice to you and you should review the terms of the latest Data Protection Annex that applies to this Agreement at regular intervals. CCH shall not be held in breach of any obligations that it may owe under the Additional Terms or this Agreement as a result of complying with the Data Protection Annex.

## **ADDITIONAL TERMS**

Certain content, products and features provided through the Online Service are governed by specific [Additional Terms](#) of use which are supplemental to and may be different from those set forth either in the Customer Agreement or elsewhere in this Agreement (the “**Additional Terms**”). The Additional Terms for the specific Online Service being accessed are incorporated by reference as part of this Agreement. In the event of conflict between any Additional Terms and this Agreement, the Additional Terms will control.

## **REMOVAL OF CONTENT, REPLACEMENT OF PLATFORM AND CHANGES TO TERMS OF USE**

Notwithstanding anything in this Agreement or the applicable Customer Agreement to the contrary, CCH may, at any time, (i) remove content accessible through the Online Services, (ii) replace the electronic platform on which content is made available, and (iii) revise this Agreement and the terms of use contained herein, including the Additional Terms, and any terms of use applicable to specific content, products or features accessible on the Online Services as set forth below.

If CCH removes a publication (other than for purposes of updating content) from the Online Services that was accessible to you pursuant to a Customer Agreement, CCH will, at its option, substitute a reasonably equivalent publication in the Online Services or issue a credit against paid fees under the applicable Customer Agreement (determined in CCH’s discretion), to reflect the removal of the publication and the period of time remaining in your then-current subscription or for eBook purchases based on the price of the eBook amortized over a five-year period, as applicable.

CCH reserves the right to replace or discontinue any electronic platform on which content is made available. Any replacements will be made with a platform of comparable function. If CCH discontinues any electronic platform on which content is made: (i) as to content currently under unexpired

subscriptions, CCH will issue Customer a credit against paid fees under the applicable Customer Agreement to reflect the discontinuance of the platform and the period of time remaining in the subscription, and (ii) as to purchased eBooks on the electronic platform, CCH will provide Customer with the opportunity to download the number of copies of the applicable eBooks purchased for use in accordance with the Customer Agreement and the Authorized Use provisions of these terms of use. CCH will endeavor to provide reasonable notice before any replacement or discontinuance of any electronic platform.

CCH may revise this Agreement from time to time without notice by updating these terms and publishing them at this site. Subject to the following paragraph, by using the Online Services, you agree to be bound by any such revisions, effective as of the next succeeding renewal of a Customer Agreement to which Customer is bound.

If CCH's licensors however impose changes to the applicable license terms that result in the need for CCH to revise this Agreement or impose additional terms of use applicable to the content accessible on the Online Service and licensed by CCH, CCH may revise this Agreement and publish the revised terms at this site; upon notice, which may be provided through the applicable electronic platform(s) where the content is published, such revised terms will apply to your use of the Online Service and the content accessible herein, effective upon such notice.

#### **USER RESPONSIBILITY; PROFESSIONAL ADVICE**

YOU ASSUME ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO THE SELECTION OF THE PARTICULAR ONLINE SERVICES TO ACHIEVE YOUR INTENDED RESULTS. YOU ASSUME ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE USE OR APPLICATION OF YOUR SELECTED ONLINE SERVICES OR ANY CONTENT RETRIEVED THEREFROM, INCLUDING THOSE TO ANY THIRD PARTY, FOR THE CONTENT, ACCURACY, AND REVIEW OF SUCH RESULTS. CCH AND ITS LICENSORS ARE NOT ENGAGED IN RENDERING LEGAL, ACCOUNTING, TAX OR OTHER PROFESSIONAL ADVICE OR SERVICES. IF LEGAL, ACCOUNTING, TAX OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT.

#### **INDEMNIFICATION**

Except to the extent prohibited by applicable law, you agree to defend, indemnify and hold harmless CCH, its licensors, and any of their respective officers, directors, employees, subcontractors, agents, successors, assigns, affiliates or subsidiaries, from and against any and all claims, causes of action, lawsuits, proceedings, losses, damages, costs and expenses (including reasonable legal and accounting fees) arising or resulting from (i) your performance of services for your clients, (ii) your unauthorized use of any content or materials available on or through the Online Services, or (iii) your input, upload or posting of any Data or content to any Online Service. CCH reserves the right, at its discretion, to assume or participate in the investigation, settlement and defense of any action or claim to which it is entitled to indemnification. No claim shall be settled without CCH's prior written consent unless such settlement includes a complete release of CCH from all liability and does not contain or contemplate any payment by, or injunctive or other equitable relief binding upon, CCH.

#### **WARRANTY DISCLAIMER**

THE ONLINE SERVICES, INCLUDING ALL CONTENT, APPLICATIONS, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION, IS PROVIDED "AS IS," "WITH ALL FAULTS"

AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. CCH AND ITS LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE ONLINE SERVICE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OF COMPUTER PROGRAMS, DATA ACCURACY, SYSTEM INTEGRATION, AND INFORMATIONAL CONTENT.

CCH AND ITS LICENSORS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE OPERATION OF THE ONLINE SERVICES, THE USE, VALIDITY, ACCURACY OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, THE MATERIALS ON THE ONLINE SERVICES OR ANY OTHER WEBSITE LINKED TO THE ONLINE SERVICES. THE MATERIALS ON THE ONLINE SERVICES MAY BE OUT OF DATE, AND CCH MAKES NO COMMITMENT TO UPDATE THE MATERIALS ON THE ONLINE SERVICES. THE ONLINE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET; YOU ACKNOWLEDGE THAT CCH AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET. CCH DOES NOT WARRANT THAT THE FILES AVAILABLE FOR DOWNLOADING FROM THE ONLINE SERVICES, IF ANY, WILL BE FREE FROM INFECTION, VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. CCH DOES NOT WARRANT THAT THE ONLINE SERVICES, SOFTWARE, MATERIALS, PRODUCTS, OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY DEFECTS IN THE ONLINE SERVICES, SOFTWARE, MATERIALS, PRODUCTS, OR SERVICES WILL BE CORRECTED.

#### **LIMITATION OF LIABILITY**

IN NO EVENT WILL CCH AND ITS LICENSORS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES OR SUBSIDIARIES (COLLECTIVELY, THE “**COVERED PARTIES**”), BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, DAMAGES RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION ARISING OUT OF RELATING TO THE USE OR INABILITY TO USE THE ONLINE SERVICES, ANY WEBSITES LINKED TO THE ONLINE SERVICES, THE MATERIALS, SOFTWARE OR OTHER INFORMATION CONTAINED IN ANY OR ALL SUCH ONLINE SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

WHILE YOUR USE OF THE ONLINE SERVICES IS AT YOUR OWN RISK, IF ANY COVERED PARTY SHOULD HAVE ANY LIABILITY FOR ANY LOSS, HARM OR DAMAGE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE APPLICABLE CUSTOMER AGREEMENT OR YOUR USE OF THE ONLINE SERVICES, THE TOTAL AGGREGATE LIABILITY OF THE COVERED PARTIES FOR ANY AND ALL CLAIMS SHALL NOT EXCEED (I) FOR THE ONLINE SERVICES SOLD ON A SUBSCRIPTION BASIS, THE AMOUNT OF FEES PAID TO CCH BY YOU OR THE APPLICABLE CUSTOMER PURSUANT TO THE APPLICABLE CUSTOMER AGREEMENT IN THE SIX MONTHS PRECEDING THE CLAIM, OR (II) FOR EBOOK PURCHASES, THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE SUBJECT EBOOKS TO CCH BY YOU OR THE APPLICABLE CUSTOMER PURSUANT TO THE APPLICABLE CUSTOMER AGREEMENT. YOU ACKNOWLEDGE THAT ABSENT YOUR AGREEMENT TO

THIS LIMITATION, CCH AND ITS LICENSORS WOULD NOT PROVIDE THE ONLINE SERVICE OR THE MATERIALS ACCESSIBLE HEREIN.

### **TRIAL USE**

If you are using this Online Service (or accessing certain content herein) on a trial basis pursuant to an agreement or other trial basis authorized by CCH, you may use this Online Service (or such content) solely for purposes of evaluating its suitability. Your trial use is subject to all other terms and conditions of this Agreement, including, but not limited to, the Authorized Use and Restrictions terms. At the conclusion of the trial period, you shall (i) cease all use of the Online Service (or accessing the trial content); (ii) delete any copies of content from the Online Service or data derived from your computer system and cause such copies to be deleted from any other computer system where you caused such content to be stored; and (iii) at your expense, destroy or return to CCH any physical copies of such content in your possession.

### **GOVERNMENT RESTRICTED RIGHTS**

If the Customer is a U.S. government organization, then the materials on the Online Services are provided to U.S. government users with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the government is subject to restrictions as set forth in applicable laws and regulations and in the Customer Agreement. Use of the materials by the government constitutes acknowledgment of CCH's or other owner's proprietary rights in them.

### **DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA") NOTICE**

Certain materials on the Online Services are from third parties not within CCH's control. CCH is under no obligation to, and does not, scan such third-party content used in connection with the Online Services for the inclusion of illegal or impermissible content. However, CCH respects the copyright interests of others and, as a policy, does not knowingly permit materials herein that infringe another party's copyright.

If you believe any materials on the Online Services infringe a copyright, you should provide us with written notice that at a minimum contains:

- A physical or electronic signature (i.e., "/s/ (print name)") of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the work(s) claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site and a statement of ownership of such work(s);
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

- A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- Include the following statement: “I have good faith belief that the use of the copyrighted materials described above and contained on the service is not authorized by the copyright owner, its agent or protection of law.

All DMCA notices should be sent to our designated agent as follows:

Designated Agent for  
CCH Incorporated  
2700 Lake Cook Road  
Riverwoods, IL 60015  
Tel: 847-580-5045  
Email: [WKUSLAWDEPT@WOLTERSKLUWER.COM](mailto:WKUSLAWDEPT@WOLTERSKLUWER.COM)

CCH may, in appropriate circumstances and at its discretion, terminate the account or access of users who infringe the intellectual property rights of others.

#### **MISCELLANEOUS**

If any provision(s) of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. CCH’s failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by CCH in writing. The provisions of this Agreement shall operate for the benefit of, and may be enforced by, any person that has licensed to CCH any of the materials in the Online Services. This Agreement may be assigned in whole or in part by CCH at any time. This Agreement may not be assigned in any manner by you without the express, prior written permission of CCH.

Performance of CCH hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostilities, the elements, fire, explosion, power failure, acts or omissions of carriers, transmitters, or providers of telecommunications or Internet services, industrial or labor dispute, inability to obtain supplies and the like, or breakdown of equipment or any other causes beyond CCH’s control.

This Agreement, and any disputes arising out of or related to, is governed by and shall be governed by and enforced in accordance with the laws of the State of New York, without regard to any law or statutory provision which would require or permit the application of another jurisdiction’s substantive law. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. You irrevocably and unconditionally (i) consent to submit to the exclusive jurisdiction of the state and federal courts in the State of New York (the “New York Courts”) for any litigation or dispute arising out of or relating to this Agreement, (ii) agree not to commence any litigation arising out of or relating to this Agreement except in the New York Courts, (iii) agree not to plead or claim that such litigation brought therein has been brought in an inconvenient forum, and (iv) agree the New York Courts represent the exclusive jurisdiction for all disputes relating to this Agreement. Notwithstanding the foregoing, (a) in the event that the applicable Customer Agreement specifies that a different state’s or country’s law shall govern such agreement, such state’s or country’s law shall be



deemed to govern this Agreement and each party consents to the exclusive jurisdiction and venue of the courts of such state or country, (b) if Customer is a U.S. city, county or state government entity, the laws of your state shall govern this Agreement and each party consents to the exclusive jurisdiction and venue of the courts of such state for any litigation or dispute arising out of or relating to this Agreement and (c) if Customer is a U.S. government entity, U.S. federal law will govern this Agreement (except that, to the extent permitted by U.S. federal law, the laws of the State of New York will apply in the absence of applicable U.S. federal law) and each party consents to the exclusive jurisdiction and venue of the federal courts located in New York County, New York for any litigation or dispute arising out of or relating to this Agreement. EACH PARTY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES.