

## I-RFP SUBSCRIBER TERMS AND CONDITIONS

THIS WEB SITE TERMS OF USE ("AGREEMENT") IS A LEGAL DOCUMENT BETWEEN YOU ("SUBSCRIBER") AND I-RFP, INC. ("I-RFP"). THIS AGREEMENT STATES THE TERMS AND CONDITIONS UNDER WHICH YOU MAY ACCESS THE I-RFP WEB SITE. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING THE I-RFP WEB SITE. BY ACCESSING AND LOGGING IN TO THE I-RFP WEB SITE YOU INDICATE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU SHALL NOT USE OR ACCESS THE I-RFP WEB SITE. WHEREAS, I-RFP DEVELOPS, MARKETS AND OWNS THAT CERTAIN SOFTWARE AND INTERNET WEBSITE FOR ACCESSING THE SOFTWARE, AS IDENTIFIED HEREUNDER; AND WHEREAS, I-RFP PROVIDES CERTAIN SERVICES AS IDENTIFIED HEREUNDER FOR USING THE SOFTWARE ONLINE ACCORDING TO THE DOCUMENTATION BY ACCESSING THE SOFTWARE USING THE WEBSITE; AND WHEREAS, SUBSCRIBER HAS EVALUATED THE SOFTWARE, EXAMINED THE CAPABILITIES OF THE SERVICES, AND SUBSCRIBER DESIRES TO USE THE SOFTWARE BY ACCESSING THE SOFTWARE ON THE WEBSITE, SUBJECT TO THE TERMS AND PROVISIONS OF THIS LICENSE. NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS OF THE COVENANTS AND RESTRICTIONS HEREIN CONTAINED, I-RFP AND SUBSCRIBER HEREBY AGREE AS FOLLOWS:

### GENERAL PROVISIONS

**G.P. 1 - Terms and Conditions:** The current version of the Online i-RFP Subscriber Terms and Conditions of this License, is incorporated herein by this reference and shall supersede any conflicting provisions of this License ("Terms and Conditions").

**G.P. 2 - Definitions:** Definitions are covered in Section 6.01

**G.P. 3 - Fees:** i-RFP shall provide the Online Services to Subscriber for an Annual Subscription. Subscriber shall pay the Annual Subscription Fee on the Effective Date.

**G.P. 4 - Grant of License:** i-RFP hereby grants to Subscriber a non-exclusive and non-transferable license to access the Software subject to the User Limit and to use the printed Documentation at the Subscriber Facilities for the License Term, subject to the terms and provisions of this License.

**G.P. 5 - Password:** Upon payment of the annual subscription fee to i-RFP by Subscriber, i-RFP shall assign Subscriber a Password or Subscriber may generate their own password for purposes of accessing the Software and using the Services during the License Term.

**G.P. 6 - Access:** Subscriber hereby acknowledges that the Online Services require establishment and maintenance of dedicated Internet access to the Software by Subscriber with capacity and bandwidth as specified by i-RFP from time to time and as may be modified by i-RFP from time to time. The Online Services do not include establishment and maintenance of Internet access to the Software. Subscriber shall be responsible for any costs in connection with accessing the Software and Services on the Internet, including (without limitation) telephone, communications, Internet service provider costs, computer hardware, modem, fees charged by third parties, insurance, Internet access software, or any other costs incurred by Subscriber in accessing the Software.

**G.P. 7 - Telephone Consultations, Defect Resolution, and Additional Services:** Subscriber may request from i-RFP reasonable telephone consultations in answering questions concerning use of the Software and Services ("Telephone Consultations"). i-RFP shall provide Defect Resolution as provided in Section 1.12 of the Terms and Conditions. i-RFP shall provide Additional Services as requested by Subscriber approved by i-RFP in writing.

**G.P. 8 - Invoicing and Payment:** i-RFP charges and collects for each User license. i-RFP will automatically renew and bill Subscriber every year, in advance, for the Annual Subscription Fee. The renewal charge will be equal to the then-current Annual Subscription License Fee in effect at the time of renewal. Fees for Additional Services will be charged on an as-quoted basis and shall invoice Subscriber monthly for fees and costs incurred by i-RFP in providing Additional Services under this License. Receipts evidencing all costs shall accompany such invoices. Subscriber shall pay any such invoice in full within thirty days of receipt.

**G.P. 9 - Nonpayment:** Subscriber hereby acknowledges that i-RFP may deactivate the Password and deny access to the Software and Services if Subscriber fails to pay any amount due under this License on or before the forty-fifth (45) day after receipt of the invoice.

**G.P. 10 - Software Warranty:** i-RFP represents and warrants that the Software shall perform substantially as represented in the Documentation for a period of thirty (30) days beginning on the Effective Date. i-RFP represents and warrants that all services shall be provided free of charge for such thirty (30) day period on a reasonable effort basis. The foregoing warranties shall be subject to Section 4.03 WARRANTY LIMITATIONS provision in the Terms and Conditions.

**G.P. 11 - Ownership and Title:** Title to the Software, Documentation and all technology, including (without limitation) web sites, in connection with the Software and Services (excluding third party technology), including all ownership rights to patents, copyrights, trademarks and trade secrets in connection therewith shall be the exclusive property of i-RFP

**G.P. 12 - Entire Agreement:** The Terms and Conditions contain the entire understanding of the parties and supersede previous verbal and written agreements between the parties concerning use of the Services.

**G.P. 13 - WARRANTY / LIMITATION OF DAMAGES:** WARRANTY AND LIMITATION OF DAMAGES ARE COVERED IN SECTION 4.

## **SCOPE OF LICENSE AND SERVICE**

**Section 1.01 - Password:** Subscriber hereby accepts responsibility for, and shall be liable for, all access to the Software and Services in connection with the Password. Subscriber shall access the Software and Services only using the Password. Subscriber shall be responsible for the confidentiality and maintenance of the Password. Subscriber shall not assign the Password and all assignments of the Password by Subscriber shall be void.

**Section 1.02 - Authorized Use:** Subscriber shall take reasonable measures to prevent Unauthorized Users from accessing the Software, Services, and Documentation and from using the Password. Subscriber shall take reasonable measures to prevent Unauthorized Access to the Software, Services, Documentation, and Password.

**Section 1.03 - Subscriber Data:** Subscriber hereby grants i-RFP a worldwide and non-exclusive license to use, reproduce, and modify the Subscriber Data, in whole or part, for the purpose of maintaining the Software or performing the Services under the License. i-RFP shall not have the obligation to access, review, or maintain the Subscriber Data. Subscriber shall be responsible for uploading, converting, and maintaining the Subscriber Data.

**Section 1.04 - Lawful Purpose:** Subscriber represents and warrants that Subscriber Data and all Subscriber access to the Software and Services shall not violate any contract, statute, rule, regulation, or other obligation under which Subscriber is bound. Subscriber represents and warrants that Subscriber shall not access the Software or Services to conduct or solicit the performance of any business or activity which is tortious or prohibited by law.

**Section 1.05 - Policy Statement:** Subscriber shall comply with the Policy Statement. i-RFP may modify the Policy Statement from time to time at the exclusive discretion of i-RFP

**Section 1.06 - Acceptance:** Services provided by i-RFP under the License shall be deemed delivered by i-RFP and accepted by Subscriber upon performance.

**Section 1.07 - Additional Services:** i-RFP may release for a fee or Subscriber may request in writing a desired custom modification to the Software or Services at the hourly rate of \$140.00. Development of such custom modifications shall be subject to the exclusive discretion and express written approval of i-RFP.

**Section 1.08 - Defect Resolution:** i-RFP shall correct Defects in the Software ("Defect Resolution") within a reasonable time after such Defect is reported to i-RFP by Subscriber as follows:

(a) Problem Reporting: Upon discovering a Defect, Subscriber shall report the Defect ("Service Request").

(b) Telephone Support: Within a reasonable time after receiving a Service Request, i-RFP shall provide telephone support in the form of consultations, assistance and advice concerning use of the Software and correction of the Defect ("Telephone Support").

(c) Off-Site Support: If a Defect is not corrected through Telephone Support within a reasonable time after receiving a Service Request, i-RFP shall conduct tests and analyses at i-RFP's facilities designed to reproduce, isolate and correct the Defect using data and information provided to i-RFP by Subscriber ("Off-Site Support").

(d) Additional Support: If a Defect is not corrected by i-RFP through Off-Site Support within a reasonable time after receiving a Service Request, i-RFP shall implement work around processes designed to minimize the impact of the Defect.

**Section 1.09 - Reasonable Assistance:** All Telephone Consultations shall be subject to the discretion of i-RFP. If Subscriber requires an excessive amount of telephone consultations with i-RFP concerning use of the Software or Services, as reasonably determined by i-RFP, Subscriber shall, at Subscriber's sole expense, complete additional training on the use of the Software and Services with i-RFP or use of the Third Party Technology with the third party vendor.

**Section 1.10 - Representative:** Subscriber shall appoint one employee of Subscriber as the primary representative of Subscriber under the License ("Subscriber Representative"). The Subscriber Representative shall be the primary contact with i-RFP for purposes of enabling i-RFP to provide Defect Resolution, Support Services, and Additional Services requested by Subscriber.

**Section 1.11 - Schedule Restrictions:** Additional Services, Defect Resolution, and Telephone Consultations to be provided by i-RFP under the License shall be performed only during the hours of 9:00 a.m. through 4:00 p.m. Eastern Time, Monday through Friday (excluding holidays), unless otherwise required (as reasonably determined by i-RFP).

## **PAYMENT**

**Section 2.01 - Subscription Fee:** Subscriber shall pay the Annual Subscription Fee to i-RFP as provided in the License.

**Section 2.02 - Additional Services:** Special Support Services and custom modifications that are over and above standard operating procedures and requested by Subscriber shall be performed by i-RFP at time and material rates of i-RFP prevailing at the time such services are rendered. i-RFP shall invoice Subscriber for any services provided by i-RFP according to Section 10.

**Section 2.03 - Costs:** All direct costs (except telephone costs) incurred by i-RFP in providing any Services pursuant to the License shall be reimbursed by Subscriber at actual cost. Such direct costs shall include, (without limitation) postage, travel, per diem, material, and reproduction expenses. Telephone costs incurred by i-RFP in providing any services pursuant to the License shall be reimbursed by Subscriber at actual cost. i-RFP shall invoice Subscriber for direct costs according to Section 10.

**Section 2.04 - Taxes:** Subscriber shall pay any and all applicable taxes.

**Section 2.05 - Late Fee:** Any amount which is not paid when due by Subscriber shall be increased by a late charge equal to 1½% of such unpaid amount for each month in which such amount is due and not paid.

**Section 2.06 - Refund:** If the License is terminated or cancelled, i-RFP shall retain all amounts paid by Subscriber before the termination or cancellation date (as the case may be).

## **TERMINATION**

**Section 3.01 - Termination Limitations:** This License shall only be terminated and canceled as provided under this section "TERMINATION".

**Section 3.02 - Termination Without Cause:** Either party may terminate the License upon providing thirty (30) days advance written notice of termination to the other party of the Termination Date. Upon Termination Date, Subscriber shall immediately cease and desist any and all access to and attempts to access the Software and Services. Subscriber will forfeit any payments made and no refunds will be made payable back to the Subscriber. If the system is hosted by the Subscriber, Subscriber agrees to delete the system from their network and not access it.

**Section 3.03 - Cancellation for Cause by i-RFP:** If Subscriber violates its obligations under the License, i-RFP shall have the immediate right to disable and deny the Password and cancel the License by sending a cancellation notice describing the noncompliance to the Subscriber; Subscriber

shall immediately cease and desist any and all access to and attempts to access the Software and Services. Subscriber will forfeit any payments made and no refunds will be made payable back to the Subscriber.

**Section 3.04 - Nonpayment:** Notwithstanding Sections 3.02 and 3.03, i-RFP shall have the right to disable and deny the Password and cancel the License without notice upon Subscriber failure to pay any amount due on or before the forty-fifth (45) day after receipt of an invoice. This shall equal a Cancellation for Cause.

**Section 3.05 - Shut-off:** Notwithstanding Sections 3.02, 3.03 and 3.04, i-RFP shall have the right to disable and deny the Password and cancel the License without notice upon Subscriber violation of Section 1.05 or upon receipt of notice by i-RFP from a third party challenging use of the Software and Services by Subscriber.

**Section 3.06 - Deactivation and Removal:** Upon termination or cancellation of the License, i-RFP shall have the right to disable and deny the Password and cease all Subscriber access to the Software and Services. Upon termination or cancellation of the License, Subscriber shall promptly remove, migrate or convert (as the case may be) the Subscriber Data and Subscriber shall be responsible for and shall pay all fees and costs in connection therewith, and Subscriber shall destroy or return (as requested by i-RFP) any copies of Documentation or i-RFP property in possession of Subscriber.

**Section 3.07 - Payment:** Termination or cancellation of the License shall not relieve Subscriber from any payment obligation under the License. All payment obligations of Subscriber under the License shall survive termination and cancellation of the License.

## **WARRANTY**

**Section 4.01 - Express Warranties:** Subscriber hereby acknowledges and agrees that i-RFP (including officers, employees, agents, directors and independent contractors of i-RFP) has not made any express warranties concerning the Software, Services, or Documentation, excepting the software warranty and the services warranty of G.P. 11 in the General Provisions.

**Section 4.02 - Downtime:** Subscriber hereby acknowledges and agrees that the Software and Services may be inaccessible for a period of time for purposes of maintenance, installation, updates, replacements, or backup of the Software or Services. i-RFP hereby disclaims and Subscriber hereby waives any and all i-RFP responsibility resulting from Subscriber failure to access the Software or Services during such maintenance period.

**SECTION 4.03 - WARRANTY LIMITATION:** THE FOREGOING WARRANTIES IN SECTION 4 OF THE LICENSE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY. EXCEPTING THE WARRANTIES EXPRESSLY ACKNOWLEDGED HEREUNDER, I-RFP HEREBY DISCLAIMS AND SUBSCRIBER HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY. I-RFP HEREBY DISCLAIMS AND SUBSCRIBER HEREBY WAIVES ANY WARRANTY THAT USE OF OR ACCESS TO THE INTERNET, SOFTWARE, AND SERVICES BY SUBSCRIBER WILL BE UNINTERRUPTED OR ERROR FREE. I-RFP HEREBY DISCLAIMS AND SUBSCRIBER HEREBY WAIVES ANY WARRANTY OR GUARANTEE AGAINST UNAUTHORIZED ACCESS BY THIRD PARTIES TO THE SOFTWARE AND THE SERVICES. SUBSCRIBER HEREBY AGREES THAT USE OF THE INTERNET AND THE SERVICES SHALL BE AT THE SOLE AND EXCLUSIVE RISK OF SUBSCRIBER, AND SUBJECT TO THE RESTRICTIONS, TERMS AND CONDITIONS, RULES, REGULATIONS, POLICIES, APPLICABLE LAWS, AND CODES OF CONDUCT GOVERNING THE INTERNET.

**Section 4.04 - Subscriber Data Warranty:** Subscriber hereby represents and warrants that Subscriber possesses all necessary rights, title, and interest in the Subscriber Data free and clear of any encumbrances, third-party interests, and restrictions for purposes of using the Software and Services.

**Section 4.05 - Loss of Subscriber Data:** Programming, software design errors, maintenance of the Software and Services, or unauthorized access to the Software and Services (but not limited to)

may result in the loss of Subscriber Data. i-RFP shall not be responsible for any loss of Subscriber Data.

**Section 4.06 - Merchantability Limitation:** Subscriber is solely responsible for determining whether the Software and Services is suited for Subscriber's needs, for operating the Services, and the results obtained from the Software and Services. i-RFP makes no claim that the Software and Services is suitable for the needs of Subscriber. i-RFP makes no representations regarding conformity with or satisfaction of any federal, state, or local laws.

**Section 4.07 - Indemnification:** If a final judgment from a court of competent jurisdiction is entered against Subscriber upholding claims that the Software or Services violate a United States patent, copyright, or trade secret or any other proprietary rights of a third party in the United States, provided Subscriber gives i-RFP prompt written notice upon Subscriber's knowledge of any such claim, provides i-RFP with assistance and authority to assist Subscriber in the defense of such claim or action, and permits i-RFP to answer, defend, or settle (at i-RFP's option) any such claim, i-RFP shall perform one or more of the following actions (as reasonably determined exclusively by i-RFP) within one year of the date final judgment in favor of such third party's claim is rendered by a court of competent jurisdiction:

(1) Modification: Modify the Software or Services to avoid the infringement without substantially eliminating the functional and performance capabilities of the Software and Services;

(2) Obtain License: Obtain a license for use of the technology from the third party claiming infringement of the Software or Services.

The remedies set forth herein shall be the sole and exclusive remedies of Subscriber under this Section 4.07 and shall be subject to Section 4.08 and 4.09

**Section 4.08 - Exclusive Remedy:** The exclusive remedy of Subscriber for any reason and for any cause of action whatsoever or relating to the License, the Software, Services, or any transaction involving the Software or Services, regardless of the form of action, whether in contract or in tort, shall be limited to repair or replacement of the Software or reperformance of Services or as determined by i-RFP

**SECTION 4.09 - LIMITATION OF DAMAGES:** I-RFP SHALL NOT BE LIABLE TO SUBSCRIBER UNDER THE LICENSE FOR ANY INDIRECT, LOST PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, REGARDLESS OF WHETHER I-RFP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE OR WHETHER SUCH DAMAGES ARE REASONABLY FORESEEABLE.

I-RFP DOES NOT GUARANTEE THE QUALITY OR THE CREDENTIALS OF THE VENDORS WHO RECEIVE AND RESPOND TO YOUR RFP. I-RFP IS NOT RESPONSIBLE FOR ANY TRANSACTION THAT MAY OCCUR BETWEEN YOU AND/OR YOUR LAW FIRM/COMPANY AND A VENDOR WHO RECEIVES AND RESPONDS TO YOUR RFP. I-RFP DOES NOT GUARANTEE THE QUALITY, SAFETY OR LEGALITY OF THE INFORMATION PROVIDED OR THE PRODUCTS AND SERVICES SOLD. SHOULD YOU HAVE A DISPUTE WITH ANY VENDOR, YOU MUST ADDRESS SUCH DISPUTE WITH THE VENDOR DIRECTLY. YOU HEREBY AGREE TO RELEASE I-RFP (INCLUDING OFFICERS, EMPLOYEES, AGENTS, DIRECTORS, SUCCESSORS, ASSIGNED AND INDEPENDENT CONTRACTORS OF I-RFP) FROM ANY AND ALL DAMAGES OR CLAIMS (INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES AND YOUR TRANSACTIONS WITH VENDORS.

**Section 4.10 - Force Majeure:** i-RFP shall not be liable to Subscriber for failing to perform its obligations under the License because of circumstances beyond the control of i-RFP Such circumstances shall include, but not be limited to, any acts or omissions of any government or governmental authority, natural disaster, act of a public enemy, riot, sabotage, dispute or differences with workers, power failure, computer failure, network telecommunications activity, telecommunications and network failure, Internet failure, third party software defects, delays in transportation or deliveries of supplies or materials, acts of God, terrorism, and any events reasonably beyond the control of i-RFP

**Section 4.11 - Indemnification:** Subscriber shall release, defend, indemnify and hold harmless i-RFP (including officers, employees, agents, directors, successors, assigned and independent contractors of i-RFP) from and against any and all claims, damages and liability (including reasonable attorney fees) arising from or related to use of the Software and Services by Subscriber, arising from or related the Subscriber Data, and arising from or related to Subscriber breach of the License.

**Section 4.12 - Cooperation:** Subscriber shall provide i-RFP information concerning the Software and Services, as may be reasonably requested by i-RFP from time to time, and shall fully cooperate with i-RFP in good faith in the performance of the License.

**Section 4.13 - Export Assurance:** Subscriber shall not perform any act in conflict with or in violation of the export laws and regulations of the United States.

## **INTELLECTUAL PROPERTY**

**Section 5.01 - Third Party Technology:** Subscriber hereby acknowledges that the Software and Services incorporate or use Third Party Technology (in whole or in part) for use in connection with the Software and Services. Subscriber acknowledges that use of the Third Party Technology when accessing the Software and Services is subject to any and all terms and conditions for such Third Party Technology as provided by owner or licensor of the Third Party Technology.

**Section 5.02 - Reverse Engineering:** Subscriber shall not reverse engineer the Software or Services and shall take reasonable measures to prevent the Software and Services from being reverse engineered.

**Section 5.03 - Copies:** Subscriber shall not copy the Software, Services, or Documentation and shall take reasonable measures to prevent the Software, Services, or Documentation from being copied without the prior written consent of i-RFP

**Section 5.04 - Modifications:** Subscriber shall not modify the Software or Services and shall not allow the Software or Services to be modified without the prior written consent of i-RFP. Subscriber shall not use the Software or Services or any materials incident thereto to develop computer software without the prior written consent of i-RFP. If the Software or Services is modified, such modifications shall be the sole and exclusive property of i-RFP and i-RFP shall own all of the rights, title and interests to such modifications and any resulting computer software, including (but not limited to) any and all copyrights, patents and trade secrets related thereto.

**Section 5.05 - No Contest:** Subscriber shall not contest or aid in contesting the ownership or validity of the trademarks, trade secrets or copyrights of i-RFP.

**Section 5.06 - Competing Business or Service:** Subscriber shall not purchase a license, gain access, modify or use the Software or Services or any materials incident thereto to operate or develop a business or service similar to i-RFP to manage or obtain bids from vendors for other Subscribers, nonsubscribers, users, nonusers, registrants of the web site, trade associations, trade association members, corporations, and law firms without the prior written consent of i-RFP.

## **DEFINITIONS AND MISCELLANEOUS**

**Section 6.01 -- Definitions:** The following definitions shall apply: (1) **Access:** The term "access" and variants thereof shall mean to store data in, retrieve data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise.

(2) **Additional Services:** The term "Additional Services" shall mean support services, custom modifications and other special services that are over and above and uniquely requested and selected hereunder by Subscriber and as approved by i-RFP for the applicable fee of \$140.00 per hour.

(3) **Annual Subscription Fee:** The term "Annual Subscription Fee" shall mean the amount of money specified as the fee in the License for the Subscriber.

(4) **Defect:** The term "Defect" shall mean programming or software design errors that substantially impair the performance, utility, and functionality of the Software as represented in the Documentation.

(5) **Disclosing Party:** The term "Disclosing Party" shall mean a party to this License who discloses Confidential Information to the other party to this License.

(6) **Documentation:** The term "Documentation" shall mean user's guide for the Software and Services in electronic or printed form as made available to Subscriber by i-RFP

(7) **Effective Date:** The term "Effective Date" shall mean the date Subscriber executes this Online Subscriber License with i-RFP and i-RFP assigns Password to Subscriber or Subscriber generates their own Password (whichever is later).

(8) **License:** The term "License" shall mean this license agreement as amended or modified between i-RFP and Subscriber for accessing the Software and Services, which incorporates these Online Subscriber Terms and Conditions by reference and any modifications, future development and privacy policy.

(9) **License Term:** The term "License Term" shall mean a period of time starting on the Effective Date and continuing until terminated or cancelled pursuant to this License.

(10) **Online Services:** The term "Online Services" shall mean services as provided by i-RFP to Subscriber for using the Software online according to the Documentation by accessing the Software and Subscriber Data using the Password on the Internet website located at: <http://www.i-rfp.com>.

(11) **Password:** The term "Password" shall mean that certain password and user name assigned by i-RFP to Subscriber or generated by Subscriber for purposes of accessing the Software and Services.

(12) **Policy Statement:** The term "Policy Statement" shall mean those certain written statements of policies, in printed or electronic form, concerning access to the Software and Services as may be adopted by i-RFP and as modified by i-RFP from time to time.

(13) **Receiving Party:** The term "Receiving Party" shall mean a party to this License who receives Confidential Information from the other party to this License.

(14) **Services:** The term "Services" shall mean Online Services and any applicable Additional Services.

(15) **Software:** The term "Software" shall mean the executable code for the following computer software accessible online on the Internet by Subscriber using the Online Services, including the website in connection therewith, Updates and enhancements.

(16) **Subscriber:** The term "Subscriber" shall mean the party identified as Subscriber with a unique user name and password.

(17) **Subscriber Data:** The term "Subscriber Data" shall mean any information, data, or any other technology uploaded, posted, processed, transmitted, or submitted by Subscriber through the website [www.i-rfp.com](http://www.i-rfp.com).

(18) **Subscriber Facilities:** The term "Subscriber Facilities" shall mean the office facilities of Subscriber identified in the License.

(19) **Support Services:** The term "Support Services" shall mean those certain consulting, implementation, support, and training services provided to Subscriber by i-RFP in connection with the Software and Services.

(20) **Termination Notice:** The term "Termination Notice" shall mean that written notice sent by a party to the other party seeking to cancel the License because of breach by the other party.

(21) **Third Party Technology:** The term "Third Party Technology" shall mean any and all third party technology, including (without limitation) computers, equipment, database software and any

other database software, incorporated in whole or part in the Software or Services or used in connection with the Software or Services.

(22) **Unauthorized Access:** The term "Unauthorized Access" shall mean any access to the Software, Services, or Documentation except for (i) the exclusive purposes of using and accessing the Software and Services according to the Documentation on the Internet using the Password; (ii) searching, retrieving, processing, and downloading Subscriber Data; and (iii) training employees of Subscriber in the use of the Software or Services.

(23) **Unauthorized User:** The term "Unauthorized User" shall mean any individual or entity accessing the Software, Services, or Documentation except for Users.

(24) **Update:** The term "Update" shall mean modifications to the Software or Services which improve or expand the performance of the Software or Services (as the case may be) as may be provided by i-RFP from time to time, excluding Additional Services.

(25) **User Limit:** The "User Limit" shall mean the maximum number of Users authorized by i-RFP to access the Software and Services using the Password created by the Subscriber or supplied by i-RFP. Subscriber shall take reasonable measures to prevent concurrent access to the Software and Services using the Password by more Users than the "User Limit."

(26) **Users:** The term "Users" shall mean employees, officers, agents, directors and independent consultants of Subscriber who access the Software, Services, or Documentation, subject to the terms and provisions of the License.

**Section 6.02 - Assignments:** All assignments of rights under this License by Subscriber without the prior written consent of i-RFP shall be void.

**Section 6.03 - Equitable Remedies:** The parties hereby acknowledge that damages at law may be an inadequate remedy for i-RFP. Therefore, i-RFP shall have the right of specific performance, injunction, or other equitable remedy in the event of a breach of this License by Subscriber.

**Section 6.04 - Amendments and Modifications:** Waivers, alterations, modifications or amendments of a provision of this License shall not be binding unless such waiver, alteration, modification or amendment is in writing and signed by i-RFP

**Section 6.05 - Severability:** If a provision of this License is rendered invalid, the remaining provisions shall remain in full force and effect.

**Section 6.06 - Captions:** The headings and captions of this License are inserted for reference convenience and do not define, limit or describe the scope or intent of this License or any particular section, paragraph, or provision.

**Section 6.07 - Counterparts:** This License may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

**Section 6.08 - Governing Law:** This Agreement is governed by the laws of the Commonwealth of Pennsylvania. You hereby consent to the exclusive jurisdiction and venue of courts in Montgomery County, Pennsylvania, in all disputes arising out of or relating to the use of this site and won't object on grounds of inconvenience.

**Section 6.09 - Notice:** All notices shall be in writing. Notices by Subscriber to i-RFP shall be deemed delivered when delivered by commercial next business day delivery service, by hand, or by Certified or Registered Mail - Return Receipt Requested - to the address set forth below for i-RFP. Notices by i-RFP to Subscriber shall be deemed delivered when delivered electronically, by commercial next business day delivery service, by hand, or by Certified or Registered Mail - Return Receipt Requested to the address specified in the License for Subscriber or the email address provided by Subscriber. Notice shall be deemed given on the date notice is delivered electronically, or by hand, or on the date of receipt - as evidenced in the case of Certified or Registered Mail by Return Receipt, whichever comes first. Notices by i-RFP to Subscriber electronically shall be deemed written notices.

i-RFP:  
i-RFP, Inc., 171 4th Street, Schwenksville, PA 19473

**Section 6.10 - Pronouns/Gender:** Pronouns and nouns shall refer to the masculine, feminine, neuter, singular, or plural, as the context shall require.

**Section 6.11 - Waiver:** Waiver of breach of this License shall not constitute waiver of another breach. Failing to enforce a provision of this License shall not constitute a waiver or create an estoppel from enforcing such provision.

**Section 6.12 - Relationship of the Parties:** It is agreed that the relationship of the parties is primarily that of licensee and licensor. Nothing herein shall be construed as creating a partnership, an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party shall maintain its separate identity.

**Section 6.13 - Arbitration:** Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association in Montgomery County, PA. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Qualified Arbitrators shall be selected by the parties in accordance with the Arbitration Rules of American Arbitration Association. Each party shall have the right of discovery as set forth in the Federal Rules of Civil Procedure. The Arbitration shall be administered by American Arbitration Association.

**Section 6.14 - Assurances:** Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under this License are true, correct and accurate as of the Effective Date of this License to the best of their knowledge.

**Section 6.15 - Arbitration Expense:** In the event of arbitration arising out of this License, each party shall bear its own costs and expenses, including, but not limited to, attorney fees, travel expenses, deposition costs, expert witness expenses and fees, and other costs incurred in connection with bringing or defending such action (fees and expenses of arbitrators and administration fees and expenses of arbitration which should be shared equally).

**Section 6.16 - Continuation:** These terms and provisions shall survive termination and cancellation of this License.

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