

## **NDI Services Customer License Agreement**

This agreement (“Customer Agreement”) is by and between National Directory Information Services, LLC (“NDI Services”), a California Limited Liability Company with offices at 61 Moraga Way, Suite 7, Orinda, CA, 94563 and the customer (“Customer”), with offices at the location specified on the applicable sign-up form, and is effective, as of the date the sign-up form is signed and returned to NDI Services by the Customer (“Effective Date”).

NDI Services provides services which provides access to name, address, and telephone number information (“Listing Information”). NDI Services has proprietary and intellectual property rights in its information services offered as “Licensed Services”, Customers purchasing products and/or services from NDI Services require a license from NDI Services to use the Licensed Services, and NDI Services is willing to grant a license to use the Licensed Services subject to certain conditions.

NDI Services and Customer agree to the following terms and conditions.

### **License**

Customer shall have a license to obtain information from the NDI Services Licensed Services as follows:

During the Term and subject to the terms and conditions of this Agreement, NDI Services grants to Customer a non-exclusive, non-transferable license to use the Licensed Services solely for Customer’s business purposes and that of its end users. The license grant does not include a license for any use by the Customer or a third party beyond the use of the Licensed Services provided by NDI Services.

Customer may provide NDI Services data service to other end users provided that Customer ensures that any such end users are similarly bound by an agreement that is at least as protective of NDI Services rights and interests as is provided by the obligations imposed on Customer within this agreement.

### **Term**

The term (“Term”) may consist of an Initial Term and any Renewal Terms. The initial term (“Initial Term”) of this agreement is one month. The Customer Agreement will automatically renew each additional month (“Renewal Term”) on the expiration of the Initial Term or any Renewal Term.

### **Listing Information**

The listing information provided by the Licensed Services is protected by intellectual property laws. All rights including, but not limited to copyright, title, and interest in that information are

reserved to and owned by NDI Services or its licensors.

### **Limitations on Use of Listing Information**

Customer agrees to the following limitations on the use of the listing information obtained through the Licensed Services:

- Customer may only use the Information to satisfy its own needs for directory information and those of its end users.
- Customer may not extract, append or in any way copy the Listing Information for insertion into any commercially available database. Customer may use the Listing Information obtained through the Licensed Services to enhance its products and services.
- Customer agrees not to disassemble, deconstruct, de-compile, or otherwise reverse engineer the Licensed Services and/or other NDI Services and/or any other NDI Services software used with the Services.
- Customer agrees and warrants that information sent to the Licensed Services has been legally obtained, and that its use of such information from the Licensed Services will be legal.
- NDI Services and Customer agree to comply with all applicable privacy and data protection laws, rules and regulations. Each party's obligation to perform under this Customer Agreement shall be subject to and contingent upon the receipt of any necessary regulatory approvals. If any approvals are determined to be necessary, the parties shall cooperate in obtaining these approvals.

### **Limitation of Warranties and Liability**

CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE LICENSED SERVICES ARE AT ITS OWN RISK AND THAT THE LICENSED SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OR CONDITIONS WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES ARE HEREBY DISCLAIMED BY NDI SERVICES.

IN ADDITION, THERE ARE NO WARRANTIES AS TO THE RESULTS OBTAINED FROM THE USE OF THE LICENSED SERVICES. DUE TO THE NUMBER OF SOURCES FROM WHICH LISTING INFORMATION IS OBTAINED, AND THE INHERENT RISKS OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS OR INACCURACIES IN THE LISTING INFORMATION AND CUSTOMER

ASSUMES ALL SUCH RISKS. CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT ITS SOLE RISK. NDI SERVICES DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

NDI SERVICES SHALL NOT BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY INACCURACY, ERROR OR OMISSION IN, OR LOSS, INJURY OR DAMAGE CAUSED IN WHOLE OR PART BY, OR FAILURES, DELAYS OR INTERRUPTIONS OF, THE LICENSED SERVICES, OR ANY COMMUNICATIONS NETWORK USED BY CUSTOMER TO ACCESS THE LICENSED SERVICES AND THE LISTING INFORMATION PROVIDED THEREBY.

NDI SERVICES SHALL NOT BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR OTHER LOSSES ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE LICENSED SERVICES OR ANY LISTING INFORMATION OR ANY DECISION MADE OR ACTION TAKEN BY CUSTOMER IN RELIANCE ON ANY LISTING INFORMATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED SERVICES AND THE LISTING INFORMATION PROVIDED THEREBY IS WITH YOU AND SHOULD EITHER PROVE DEFECTIVE, YOU (AND NOT NDI SERVICES) ASSUME THE ENTIRE COSTS OF SERVICING, REPAIR, OR CORRECTION OF SUCH DEFECTS.

THE PARTIES INTEND TO HAVE THIS LIMITATION OF LIABILITY SURVIVE ANY DETERMINATION THAT THE EXCLUSIVE REMEDIES PROVIDED TO CUSTOMER HEREUNDER HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

### **Termination of Service**

Customer's right to receive the Licensed Services shall terminate automatically and without liability or further obligation of NDI Services to Customer in the event termination is required by:

The loss by NDI Services of the right to provide the Licensed Services; or

Any law, rule, regulation, or valid order of a court of competent jurisdiction, and nothing herein shall be construed to require NDI Services to seek any waiver of any law, rule, regulation, or restriction, or to seek judicial review or appeal of any court order.

The Licensed Services may also be terminated under the following circumstances:

By NDI Services for any or no reason upon providing Customer with 30 days prior written notice;

By NDI Services by written notice if Customer breaches any material provision of this Agreement; and

By NDI Services by written notice of the termination of NDI Services' right to resell the Licensed Services to Customer under the terms of NDI Services agreement with wholesalers.

By Customer upon providing written notice to NDI Services no later than ten (10) days before the end of the initial term or any renewal term.

### **Compliance with Law**

Customer agrees that it will comply with all applicable laws and regulations of governmental authorities in the performance of its obligations under this Agreement, including, without limitation, any state regulation governing the use of the information obtained from the Licensed Services.

### **Export Control**

Customer agrees to comply with all export laws, restrictions, national security controls and regulations of the United States and other applicable foreign agency or authority, and not to export or re-export, or allow the export or re-export of, any technology or information of the other party, in violation of any such restrictions, laws or regulations.

#### **Contact:**

**Richard Weerts, Director of Business Development**

**800-396-3179**

**rweerts@ndis.us**

**National Directory Information Services, LLC**

**61 Moraga Way, Suite 7**

**Orinda, CA 94563**

**TIN: 43-2021066**