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This End User License Agreement (“Agreement”) between the **Pension Resource Institute, LLC, a California limited liability company** (“PRI”) and any person or entity (“User”) who purchases, downloads, installs, accesses or otherwise uses content, websites, information, materials or other deliverables, whether in print or electronic form, on or through the PRI-owned website (the “PRI Advisor Resource Center”) or otherwise made available by PRI (collectively, the “PRI Products”). In the event that User purports to be the agent of, represent or otherwise act on behalf of an entity or any other person, references to “User” shall include such entity or person in addition to such representative. In addition to this Agreement, User shall be bound by and subject to any separate agreements entered into with PRI by User or any entity or other person on behalf of whom User purports to be the agent of, represent or otherwise act (including, without limitation, the Terms of Use and any other terms governing the purchase or use of content as provided by PRI from time to time). References to PRI Products, as used herein, include any and all accompanying and supporting software or services, whether or not provided online, content and documentation, and any upgrades, modified versions, updates or additions thereto. PRI and User are collectively referred to as the “parties.”

## 1. PRI Products Terms

- a. *Description.* The PRI Products are proprietary to PRI and its licensors and is protected by intellectual property laws and international intellectual property treaties. User’s access to the PRI Products are licensed and not sold. PRI (for itself or its licensors) hereby reserves all rights not expressly granted to User, including, without limitation, the right to alter, modify, update, enhance, improve or create derivative or collective works incorporating the PRI Products.
- b. *PRI Products.* PRI grants User a limited, nonexclusive, personal, nontransferable, revocable license to access and use the PRI Products in the original, unmodified form as delivered by PRI only and solely for the purposes expressly authorized by PRI (and not for

service bureau, time-sharing or similar services). User is not permitted to use or transfer the PRI Products in any manner not expressly authorized by this Agreement or applicable law or use the PRI Products on behalf of third parties without the written consent of PRI. As between User and PRI, User acknowledges that all ownership of the PRI Products belongs to PRI and its licensors. User shall not exceed the scope of User’s license to use the PRI Products, and User shall not provide User’s Account Information (as defined below) to another User for any reason, including, without limitation, in order for such other User to access additional features of the PRI Products. Modification, reverse engineering, reverse compiling or disassembly of the PRI Products are expressly prohibited.

- c. *Accessibility of the PRI Products.* User understands and agrees that from time to time that the PRI Products and/or certain features or functionality of the PRI Products may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment or software malfunctions; (ii) periodic maintenance procedures or repairs which PRI may undertake from time to time; or (iii) causes beyond the control of PRI or which are not foreseeable by PRI. User acknowledges that access to and/or features and functionality of the PRI Products are provided over various facilities and communications lines, and that information will be transmitted over local exchange and Internet backbone carrier lines and through routers, switches and other devices (collectively, “carrier lines”) owned, maintained and serviced by third-party carriers, utilities and Internet service providers, all of whom are beyond PRI’s control. Use of the carrier lines to access and use the PRI Products and transmit information is solely at User’s risk and is subject to all local, state, federal and international laws.
- d. *Equipment.* User shall be solely responsible for providing, maintaining and ensuring the compatibility of all hardware, software, electrical and other physical requirements necessary for User’s access and use of the PRI Products, including, without limitation, telecommunications and Internet access connections and links, web browsers or other equipment, and programs and services required to access and use the PRI Products.

## 2. Limitations

- a. *Account Information and Security.* In order to access and use the PRI Products, User may be required to register with PRI and select a username and password or otherwise activate the PRI Products for use (collectively, User’s “Account Information”). This Account Information shall be used only by User, and User may not share or otherwise disclose User’s Account Information to any other party. User shall be responsible for the security, confidentiality and integrity of all information that User receives, transmits through or stores using or through the PRI Products. User shall be responsible for the security, confidentiality and integrity of User’s Account Information and for any authorized or unauthorized access and use of User’s account by any person. User has the affirmative responsibility to monitor and control access to User’s Account Information. If at any time User learns or suspects that User’s Account Information has been



disclosed or otherwise made known to any person other than User, User agrees to immediately notify PRI. As part of this registration process, User may be required to disclose User's email address to PRI and, if so, User is required to keep such email address current.

- b. *Monitoring.* PRI reserves the right, but has no affirmative obligation, to monitor User accounts to (i) operate the PRI Products properly; (ii) administer and manage PRI's business; (iii) provide all Users with the highest quality products and services; (iv) verify compliance with laws or this Agreement; (v) protect PRI and its users; and/or (vi) satisfy any law, regulation or other government request. User agrees that PRI may collect and use technical and related information regarding User's system and use of the PRI Products, including, without limitation, technical information about User's computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of updates, support and other services (if any) related to the PRI Products, to verify compliance with this Agreement, and to improve the PRI Products and related services.
- c. *Other Users.* User acknowledges that other users have access to the PRI Products and information made available thereby. The actions of such other users are beyond the control of PRI. Accordingly, PRI does not assume any liability for or relating to any impairment of the privacy, security, confidentiality, integrity, availability or restricted use of the PRI Products or any content provided thereby from any other user's actions or omissions.
- d. *Consent to Use of Data.* User agrees that PRI may collect and use technical and related information regarding User's system and use of the software or PRI Products, including, without limitation, technical information about User's computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of updates, support and other services (if any) related to the software or PRI Products, to verify compliance with this Agreement, and to improve the software or PRI Products and related services.
- e. *Privacy Policy.* In an effort to address User's privacy concerns, PRI has instituted a privacy policy, located on the PRI Advisor Resource Center at <https://portal.pension-resources.com> (the "Privacy Policy"), which is incorporated herein by this reference.
- f. *Circumvention.* User agrees not to access the PRI Products or any other aspect of or information contained on the PRI Products through any technology or means other than through User's account using User's Account Information. User agrees not to use or launch any automated system, including, without limitation, "robots," "spiders" or "offline readers," that accesses the PRI Products in a manner that sends more request messages to PRI or the PRI Products in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser. User agrees not to collect or harvest any personally identifiable information, including Account Information, from the PRI Products or

PRI, nor to use the communications systems provided by the PRI Products for any commercial solicitation.

### 3. PRI Content, User Content and User Conduct

- a. *PRI Content.* PRI allows the access of, and the ability to purchase, download and/or stream information, software, photos, video, text, graphics, music, sounds or other material provided by PRI or third parties (collectively, "PRI Content") that is protected by copyrights, patents, trademarks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. User's use of any PRI Content will be governed by this Agreement.
- b. *Intended Use of Content.* PRI Content is generated for a variety of audiences. User agrees not to download and use PRI Content with unintended audiences, as identified directly on the downloaded PRI Content (e.g., some materials specifically state "For internal use only – not for use with plan sponsor clients."). If applicable, User further agrees to follow his/her institution's own policies and procedures with respect to use of downloaded PRI Content for unintended audiences, so long as User's institution's policies and procedures do not conflict with this Agreement.
- c. *Inaccurate Content.* All User Content (as defined below) originates from Users, and as such, is beyond the control of PRI. PRI neither initiates the posting of such User Content nor monitors the specific content or accuracy of the User Content being posted. Without limiting the generality of any other provision of this Agreement, PRI shall have no responsibility for or liability related to the accuracy, content, currentness, completeness, suitability, fitness for a particular purpose, or delivery of the User Content provided by any user. User is responsible for the accuracy, content, currentness, completeness, suitability, fitness for a particular purpose, and delivery of the User Content posted by such User, and User warrants that the User Content posted by User is accurate, current and complete. User shall indemnify PRI for any and all losses or damages PRI may incur regarding or related to the accuracy, content, currency, completeness or delivery of the User Content furnished by User pursuant to the indemnification provisions of this Agreement.
- d. *Company Standards and Conduct.* User's privilege to use the PRI Products depends on User's compliance with the PRI Standards and Conduct guidelines set forth by PRI from time to time. PRI may revoke User's privileges or take any other appropriate measures to enforce these guidelines if violations are brought to its attention. As PRI does not control or monitor the User Content posted on the PRI Advisor Resource Center, under no circumstances will PRI be liable in any way to User or any third person for any User Content, including, without limitation, for any loss or damage of any kind incurred as a result of use of or exposure to the User Content. User agrees not to use the PRI Advisor Resource Center or PRI Products to or otherwise:
  - i. upload, post, email or otherwise transmit any User Content that is unlawful, harmful,



threatening, abusive, harassing, tortious, defamatory, libelous, slanderous, vulgar, obscene, pornographic, profane, indecent, sexually explicit, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or intended to offend any person based on a person's race, ethnic heritage, national origin, sex, sexual orientation or preference, age, physical or mental illness or disability, marital status, employment status, housing status, religion or other characteristics as may be defined by applicable civil rights laws or that is otherwise objectionable to PRI in its sole discretion;

- ii. harm minors in any way;
- iii. impersonate any person or entity, including, but not limited to, a PRI employee or representative, moderator, guide or host or falsely state or otherwise misrepresent its affiliation with a person or entity;
- iv. forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the software or PRI Products;
- v. upload, post or otherwise transmit any User Content that User does not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- vi. upload, post or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- vii. upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," multi-level marketing opportunities, franchises or any other form of solicitation;
- viii. upload, post or otherwise transmit any material or User Content that contains software viruses or any other malicious code, files or programs designed to interrupt, disrupt, destroy, damage or limit the functionality of any computer software or hardware or telecommunications equipment or violate the security of any computer network, crack passwords or security encryption codes or otherwise attempt to gain unauthorized access to any other computer system;
- ix. attempt to cause the traffic levels of the software or other networks to rise without reason or for malicious purpose, including, without limitation, through transmission of large files to people for malicious purposes, "mailbombing," transmissions intended to raise

the costs of another's access through excessive traffic levels, denial of service or similar attacks, repeatedly sending the same content to another person for the purpose of harassment or otherwise causing an unreasonable increase in traffic levels or usage of the software or PRI Products as solely determined by PRI;

- x. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other Users of the software or PRI Products are able to type or otherwise act in a manner that negatively affects other Users' ability to engage in meaningful exchanges;
- xi. interfere with or disrupt the servers or networks connected to the software or PRI Products, or disobey any requirements, procedures, policies or regulations of networks connected to the software or PRI Products;
- xii. intentionally or unintentionally violate any applicable local, state, national or international law;
- xiii. "stalk," harass, threaten invade the privacy of or engage in predatory behavior towards another User of the software or PRI Products or any other person; or
- xiv. collect, store or use personal data about other Users.

User's privilege to use the PRI Advisor Resource Center or PRI Products depends on User's compliance with the guidelines set forth above. PRI may revoke User's privileges or take any other appropriate measures to enforce these guidelines if violations are brought to its attention. User acknowledges that by providing User with the ability to post User Content, PRI, the PRI Advisor Resource Center or PRI Products are acting as a passive conduit for such distribution, and PRI is not undertaking any obligation or liability relating to any User Content posted or activities undertaken utilizing the PRI Advisor Resource Center or PRI Products.

#### 4. Intellectual Property

- a. *PRI Products.* The PRI Intellectual Property Rights (as defined below) are the valuable, confidential property of PRI and its licensors. International intellectual property laws protect such PRI Intellectual Property Rights. User may use the PRI Products as permitted herein and may not otherwise modify, adapt, translate, or create derivative or collective works based on the PRI Products without the prior written consent of PRI. As between the parties, PRI owns all right, title, and interest in and to the PRI Products, with the exception of the User Content, and including, without limitation, all ancillary and interface software, all current and future enhancements, revisions, new releases and updates thereof and any derivative or collective works based thereon and all documentation thereto, all copyrights, trademarks, trade secrets, patents and goodwill therein, and all images, photographs, illustrations, graphics, audio and video created by or for PRI therein (collectively, the "PRI Intellectual Property Rights").





b. *User Content.* User shall be solely responsible for the posting or provision of User Content. In connection with the User Content, User affirms, represents and warrants that User owns or has the necessary licenses, rights, consents and permissions to use and authorize PRI to use all proprietary rights in and to any and all User Content to enable inclusion and use of the User Content in the manner contemplated by the PRI Products. User retains all ownership rights in User Content. By posting or providing User Content to PRI, User hereby grants PRI a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, modify, edit, adapt, publish, translate, incorporate, prepare derivative and collective works utilizing, display and perform the User Content in any form, medium or technology now known or later developed throughout the universe. In addition, User hereby waives (or warrants that the owner of such User Content has expressly waived) any and all "moral rights" in the User Content as to any of the foregoing rights and licenses granted to PRI. PRI does not permit infringing activities or infringement of intellectual property rights using its PRI Products, and PRI will remove or disable all User Content or other content if properly notified that such User Content or other content infringes on another person's intellectual property rights. PRI reserves the right to remove or disable User Content without prior notice.

c. *Trademarks.* PENSION RESOURCE INSTITUTE™, PRI™, the PRI™ logo and any other trademarks owned or controlled by PRI, whether or not included in the PRI Products and any logos relating to the foregoing are trademarks or service marks of PRI and its licensors (collectively, the "PRI Trademarks"). All other trademarks, service marks and logos used in the PRI Products are the trademarks, service marks or logos of their respective owners.

d. *Use of Intellectual Property.* Except as otherwise expressly permitted by PRI, User may not copy, reproduce, republish, store, upload, post, transmit, analyze, adapt, reformat, print, distribute, commercially exploit or publicly display the PRI Intellectual Property Rights, the PRI Products, the PRI Trademarks or the Confidential Information (as defined below) or any portion thereof in any manner whatsoever without the prior written consent of PRI. User may not remove, reproduce, alter, use, display, modify, copy or obscure any copyrighted material, trademark, service mark, legal or other proprietary notices in or on any portions of the PRI Intellectual Property Rights, the PRI Products, the PRI Trademarks, the Confidential Information or any User Content or any portion thereof.

## 5. Purchases

This Agreement, the Terms of Use and any other purchase terms set forth by PRI at the time of purchase or agreements between User and PRI shall govern purchases of PRI Content and/or use of the PRI Advisor Resource Center. User understands that by purchasing or accessing PRI Content, or accessing the PRI Advisor Resource Center, User may encounter content that may be deemed offensive, indecent or objectionable, and such PRI Content may or may not be identified as such. User agrees that PRI shall have no liability to User for PRI Content that may be found to be offensive, indecent or objectionable. PRI Content types (including categories, sub-

categories, and genres) and descriptions are provided for convenience, and PRI does not guarantee their accuracy. Prices and availability of products are subject to change without notice. Errors will be corrected where discovered, and PRI reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted and whether or not the order has been confirmed and your payment method accepted and charged.

## 6. Links

PRI, the PRI Advisor Resource Center or PRI Products, Users, or other third parties may provide links to other Internet web sites or resources. PRI has no control over such sites and resources, and therefore User acknowledges and agrees that PRI does not endorse and is not responsible for any such external sites or resources, the privacy policies and other practices of such sites or resources or for any content, information, advertising, products or other materials on or available from such sites or resources. User further acknowledges and agrees that PRI 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 use of or reliance on any such content, information, advertising, products or other material available on or through such site or resource. By using the PRI Advisor Resource Center or PRI Products, User expressly relieves PRI from any and all liability arising from User's use of any third-party web site. PRI encourages Users to be aware when Users leave the software or otherwise visit external sites and to read the terms and conditions and privacy policy governing each other web site that User visits.

## 7. User Representations

User represents and warrants to PRI that: (a) User (i) has reached the age of majority in the jurisdiction where User resides (generally 18, 19 or 21 years of age depending on the jurisdiction), (ii) is an emancipated minor under the laws of User's jurisdiction of domicile and/or residence, (iii) possesses legal parental or guardian consent or (iv) otherwise has the power and authority to enter into and perform User's obligations under this Agreement; (b) User has provided and will maintain accurate, complete and current registration information with PRI, including, without limitation, User's legal name, address, telephone number and email address, and will promptly provide updated information to PRI in the event such information changes; (c) User is an authorized representative of the entity or party on whose behalf User purports to act; (d) User shall comply with all terms and conditions of this Agreement and any other agreement between the parties; (e) User's access to and/or use of the PRI Products or the PRI Advisor Resource Center does not and will not constitute a breach or violation of any other agreement, contract, terms of use, or similar policy or understanding to which User is or may be subject; and (f) User will not use the PRI Advisor Resource Center or PRI Products to violate any statute, law, rule or regulation or to otherwise violate the legal rights of PRI or any other person.

## 8. Termination

This Agreement is effective upon User's acceptance as set forth herein and shall continue in full force until terminated as set forth herein. This Agreement will terminate automatically without notice from PRI if User fails to comply with any provision of this Agreement. User may terminate this Agreement by terminating access to the PRI Advisor Resource Center, removing all PRI Products and PRI Content and notifying PRI. Upon termination, User shall terminate use of the PRI Products and destroy any copies of the PRI Products in User's possession. Except as expressly granted herein, User shall not be entitled to any refund on any portion of any fees or other charges paid in connection with this Agreement. PRI reserves the right to



discontinue or suspend any aspect of or access to the PRI Products at any time. PRI will terminate a User's access to the PRI Products if, under appropriate circumstances, such User is determined to be a repeat infringer of another's intellectual property or other rights.

## 9. Disclaimer of Warranties

THE PRI PRODUCTS ARE PROVIDED "AS IS," "WHERE IS," AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE PRI ADVISOR RESOURCE CENTER AND PRI PRODUCTS ARE AT USER'S SOLE RISK. PRI DOES NOT WARRANT THAT USER'S USE OF THE PRI PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES PRI MAKE ANY WARRANTY AS TO THE ACCURACY OF ANY USER CONTENT OR AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE PRI PRODUCTS. PRI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, ARISING BY VIRTUE OF CUSTOM OF TRADE OR COURSE OF DEALING, TITLE, NON-INFRINGEMENT OR TIMELINESS, SUITABILITY, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE IN RELATION TO THE PRI ADVISOR RESOURCE CENTER, PRI PRODUCTS OR USER CONTENT. USER IS SOLELY RESPONSIBLE FOR ANY AND ALL ACTS OR OMISSIONS TAKEN IN RELIANCE ON THE PRI PRODUCTS OR ANY INFORMATION OR USER CONTENT THEREIN, INCLUDING, WITHOUT LIMITATION, INACCURATE OR INCOMPLETE INFORMATION. ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO THE SHORTEST PERIOD PERMITTED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY, AND OTHER LEGAL RIGHTS MAY BE GRANTED IN SUCH JURISDICTIONS.

## 10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PRI NOR ANY OF ITS LICENSORS, AFFILIATES OR SUBSIDIARIES SHALL BE LIABLE TO USER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE PRI PRODUCTS, THE USER CONTENT, OR THE INTERNET GENERALLY, INCLUDING, WITHOUT LIMITATION, USER'S USE OR INABILITY TO USE THE PRI ADVISOR RESOURCE CENTER, PRODUCTS OR USER CONTENT, ANY CHANGES TO OR INACCESSIBILITY OF THE PRI ADVISOR RESOURCE CENTER OR PRI PRODUCTS, ANY INACCURACY OR INCOMPLETENESS OF THE USER CONTENT OR INFORMATION CONTAINED IN THE PRI PRODUCTS, ANY DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSION OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY TRANSACTION OR AGREEMENT ENTERED INTO THROUGH THE PRI PRODUCTS OR ANY DATA OR MATERIAL FROM A THIRD PERSON ACCESSED ON OR THROUGH THE PRI PRODUCTS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, NEGLIGENCE OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PRI'S NOR ANY OF ITS AFFILIATES OR SUBSIDIARIES' TOTAL LIABILITY FOR DIRECT DAMAGES EXCEED THE TOTAL PURCHASE PRICE AND/OR FEES PAID, IF ANY, BY USER TO PRI HEREUNDER. IF USER IS DISSATISFIED WITH THE PRI PRODUCTS, USER'S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR USER TO DISCONTINUE USE OF THE PRI PRODUCTS AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 8.

PRI IS NOT PROVIDING LEGAL OR TAX ADVICE, IS NOT PROVIDING ADVICE OR GUIDANCE ON THE PURCHASE OR SALE OF SECURITIES, IS NOT A BROKER-DEALER OR AN INSURER WITH REGARD TO PERFORMANCE OF THE PRI ADVISOR RESOURCE CENTER, PRI PRODUCTS OR USER CONTENT. THE DISCLAIMER OF WARRANTIES AND THE LIMITATION OF LIABILITY AND REMEDY ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR USER TO OBTAIN THE RIGHTS TO USE THE PRI PRODUCTS AT THE SPECIFIED PRICE. USER AGREES TO ASSUME THE RISK FOR: (I) ALL LIABILITIES DISCLAIMED BY PRI CONTAINED HEREIN; AND (II) ALL ALLEGED DAMAGES IN EXCESS OF THE AMOUNT, IF ANY, OF THE LIMITED REMEDY PROVIDED HEREUNDER.

USER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT PRI SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING IS BORNE SOLELY BY USER. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY, AND OTHER LEGAL RIGHTS MAY BE GRANTED IN SUCH JURISDICTIONS.

## 11. Indemnification

User agrees to indemnify, hold harmless and defend PRI, any of its licensors, affiliates or subsidiaries and any members, officers, employees and agents of the foregoing, from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person or entity, arising out of or relating to: (a) this Agreement or User's violation of the terms and conditions thereof; (b) User's use of the PRI Advisor Resource Center or PRI Products, including any data, User Content, communication or work transmitted or received by User; (c) any unacceptable use of the PRI Products by User or through User's account, including, without limitation, any statement, data or User Content posted, made, transmitted or republished by User which is prohibited as unacceptable under this Agreement; (d) gross negligence, fraud or any intentional or negligent act or omission of User; (e) User's violation of any third party rights, including, without limitation, any intellectual property or privacy right; and (f) any claim that any User Content posted by User caused damage to a third party.

## 12. Miscellaneous

- a. *Independent Contractors.* The parties and their respective personnel are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.
- b. *Amendment.* No amendment or modification of this Agreement will be binding unless in writing and signed by PRI. The terms of this Agreement will govern any upgrades to the PRI Products provided by PRI that replace or supplement the original PRI Products, unless such upgrade is accompanied by a separate or substitute agreement in which case the terms of that agreement will govern.
- c. *Assignment.* User shall not assign any of its rights, duties or obligations under this Agreement without the prior written consent of PRI, and any attempted



assignment or delegation without such consent shall be void and of no effect.

- d. *Waiver.* No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.
- e. *Severability.* If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.
- f. *Notice.* Unless otherwise provided in this Agreement, all notices shall be in writing and shall be deemed to be delivered when sent by first-class mail, postage prepaid, or when sent by facsimile or e-mail to either party's last known post office, facsimile or e-mail address, respectively. User hereby consents to notice by email. Unless otherwise provided in this Agreement, all notices shall be directed to the parties at the respective addresses given above or to such other address as either party may, from time to time, provide to the other party.
- g. *Law.* This Agreement shall be treated as though it were executed and were to be performed Los Angeles, California, USA. This Agreement shall be interpreted in accordance with and governed by the laws of the State of California, USA, without regard to its internal provisions governing conflicts or choice of law. In the event that User is a citizen or resident of the United States (or if PRI seeks injunction or other equitable relief), all actions, claims or disputes arising under or relating to this Agreement shall be brought exclusively in the federal or state courts located in or serving Los Angeles County, California, USA. The parties irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over each of the parties by the federal and/or state courts located in or serving Los Angeles County, California, USA. The parties hereby irrevocably waive any and all objections which any party may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or state courts located in or serving Los Angeles County, California, USA and to the laying of venue of any such suit, action or proceeding brought in any such federal or state court located in or serving Los Angeles County, California, USA.
- h. *Process.* The parties irrevocably submit and consent, and irrevocably waive any and all objections which any party may now or hereafter have, to process being served in any such suit, action or proceeding referred to in the preceding subsection pursuant to the rules of the applicable court or arbitrator, including, without limitation, service by certified or registered mail, return receipt requested. No provision of this section shall affect the right of any party to serve process in any manner permitted by law or limit the right of any party to bring suits, actions or proceedings to enforce in any

lawful manner a judgment issued by the state or federal courts located in or serving Los Angeles County, California, USA.

- i. *Action.* No action arising under this Agreement may be brought by User more than one (1) year after the cause of action has accrued.
- j. *Equitable Relief.* The parties agree that breach of the provisions of this Agreement, including, without limitation, the unauthorized use or duplication of the PRI Products, would cause irreparable harm and significant injury to PRI which would be both difficult to ascertain and which would not be compensable by damages alone. As such, the parties agree that PRI has the right to enforce the provisions of this Agreement by injunction (without necessity of posting bond), specific performance or other equitable relief without prejudice to any other rights and remedies PRI may have for User's breach of this Agreement.
- k. *Attorney's Fees.* If any action in law or in equity or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable fees of attorneys, accountants, and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.
- l. *Headings.* The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.
- m. *Force Majeure.* Neither party shall be responsible or liable for failure to fulfill its obligations under this Agreement (except for payment of any fees) due to any major unforeseeable event beyond the control of, and not caused by the fault or negligence of, such party or its agents, including, without limitation, an act of God, fire, earthquake, flood, explosion, action of the elements, war invasion, terrorism, insurrection, riot, mob violence, sabotage, inability to procure equipment, facilities, materials or supplies in the open market, failure of power, failure of transportation, failure of telecommunications systems or infrastructure, strike, lockout, action of labor unions, condemnation, requisition, law or order of government, civil or military authorities; provided that the party failing to perform in such event shall promptly resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.
- n. *Survival.* The terms and provisions of Sections 3-12, inclusive, shall survive any termination or expiration of this Agreement.
- o. *Entire Agreement.* This Agreement, in conjunction with any other written agreement entered into between the parties (including, without limitation, the PRI Terms of Use), constitutes the complete and exclusive statement of the agreement between the parties with respect to the PRI Products and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the PRI Advisor Resource Center and PRI Products.