

WOODS & POOLE ECONOMICS, INC. END USER LICENSE AGREEMENT

This is a legal agreement ("Agreement") between you the end user ("Licensee") and Woods & Poole Economics, Inc. ("W&P") which governs the use of the proprietary economic and demographic data, analysis and forecasts ("Information") provided herewith on printed page(s), disk(s), tape(s) or CD-ROM ("Media") as well as any supporting materials ("Documentation") (collectively referred to herein as the "Product"). THIS PRODUCT IS SUBJECT TO PROTECTION UNDER UNITED STATES COPYRIGHT LAWS AND MAY BE USED ONLY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY OPENING THE PACKAGE CONTAINING THE MEDIA OR BY RETAINING OR USING THIS PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, PROMPTLY RETURN THE PRODUCT AND ANY ACCOMPANYING ITEMS TO W&P WITHIN NINETY (90) DAYS AFTER PURCHASE FOR A FULL REFUND.

LICENSE

1. Subject to the terms and conditions of this Agreement, W&P grants to Licensee the right and license to allow users to access and use the Product solely for Licensee's internal purposes as set forth below. To facilitate such use, Licensee may make copies to the extent necessary for internal use, provided that all users and all copies of the Product shall be located at a single Licensee facility in a single building (the "Site"). In no event shall Licensee make the Product available or accessible outside of the Site, including without limitation on or through the Internet or other externally accessible network. Licensee agrees to use reasonable procedures and efforts to ensure that the limitations on access to, and use of, the Product are not exceeded. Licensee agrees to hold the Product in confidence and not to distribute or disclose to third parties the Product or Information except as set forth in Section 2 below. Licensee shall be responsible for ensuring that all users of the Product agree to the terms and conditions of this Agreement and are bound by the restrictions contained herein.
2. W&P grants to Licensee the right to incorporate portions of the Information from the Products into Licensee's reports, presentations, spreadsheets and similar documents (other than formal legal and financial documents) ("Licensee Documents") provided that each of the following conditions is met:
 - (i) Each Licensee Document shall either be used solely within Licensee's company or be a customized document specially prepared for a single customer of Licensee. The provision of any Licensee Document to a customer shall be subject to a written agreement at least as protective of W&P's rights as the terms and conditions of this Agreement. In no event shall Licensee make the Licensee Documents available for general sale or distribution.
 - (ii) The amount of Information used in each Licensee Document must be an insubstantial portion of the overall Information provided in the Products, and the Information used in each Licensee Document must be insubstantial and incidental to the overall Licensee Document.
 - (iii) The source of the Information shall be prominently cited on each page or screen display containing the Information with any applicable W&P proprietary or copyright notice and the Licensee Documents must state that W&P does not guarantee the accuracy of the Information and that the use of the Information, and any conclusions drawn therefrom, are solely the responsibility of Licensee as follows: "Source: Woods & Poole Economics, Inc. Washington, D.C. Copyright 2009. Woods & Poole does not guarantee the accuracy of this data. The use of this data and the conclusion drawn from it are solely the responsibility of [Licensee]."
3. ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY W&P OR ITS LICENSORS.

LIMITED WARRANTY AND DISCLAIMER

1. W&P warrants that the Media will be free of material defects under normal use for ninety (90) days from the date of delivery to Licensee. W&P does not warrant that the Product will meet your requirements or be error-free. Information may contain errors from third party sources and some errors may be inadvertently introduced by W&P. Forecasts and projections are uncertain and future data may differ substantially from the forecasts and projections contained in the Information.
2. W&P's sole and exclusive liability and Licensee's sole and exclusive remedy under this limited warranty shall be, at W&P's option, to repair or replace the Media, or refund the license fee. The above remedies are available only if Licensee returns the Product to W&P with proof of purchase within the warranty period.
3. EXCEPT FOR THE EXPRESS LIMITED WARRANTY STATED ABOVE, W&P MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PRODUCT OR INFORMATION INCLUDED THEREIN, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND W&P SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

W&P'S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU TO OBTAIN THE PRODUCT. W&P WILL NOT BE LIABLE FOR ANY LOST PROFITS, FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, FOR RELIANCE ON OR CONCLUSIONS DRAWN FROM THE INFORMATION PROVIDED IN THE PRODUCT, OR FOR ANY CLAIM OR DEMAND AGAINST YOU BY ANY OTHER PARTY. IN NO EVENT WILL W&P BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF W&P HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. YOU ACKNOWLEDGE THAT THE AMOUNT PAID FOR THE PRODUCT REFLECTS THIS ALLOCATION OF RISK.

U.S. GOVERNMENT RESTRICTED RIGHTS

The Product and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the software and accompanying documentation by the U.S. Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

MISCELLANEOUS

This Agreement may not be assigned, either directly or indirectly, by Licensee without the prior written consent of W&P. This is the entire Agreement between the parties relating to the subject matter hereof and no waiver or modification of the Agreement shall be valid unless in writing signed by each party. The waiver of a breach of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement is governed by the laws of the District of Columbia, United States of America, without reference to conflict of laws principles. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in the District of Columbia, United States of America, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.

Should you have any questions regarding this Agreement, or if you desire to contact Woods & Poole Economics, Inc. for any reason, please write: Woods & Poole Economics, Inc., 1794 Columbia Road, N.W. Suite 4, Washington, D.C. 20009-2808.