

Subscriber Agreement and Terms of Use UNICUS RESEARCH, LLC

This Subscriber Agreement and Terms of Use (collectively, this "Agreement") is a legal agreement between **UNICUS RESEARCH, LLC** (sometimes referred to as "we or us") and you individually, or an entity for whom you are authorized to act (referred to as "you"). This Agreement governs your use of all digital products and services from **UNICUS RESEARCH, LLC** and its affiliates (collectively, the "Service").

1. Changes to Subscriber Agreement. We may change the terms of this Agreement at any time. The changes will appear in this document, which you can access at any time by going to our website. You signify that you agree to be bound by such changes by accessing or using the Service after changes are made to this Agreement.

2. Privacy and Your Account. Registration data and other information about you are subject to our Privacy Policy. If you access the Service using a password, you are solely responsible for maintaining the confidentiality of that password. You agree to notify us promptly if you change your address or email so we can continue to contact you and send any notices required hereunder. If you fail to notify us immediately of a change, then any notice we send to your old address or email shall be deemed sufficient notice.

3. Fees and Payments. From time to time, users may be offered a paid subscription service to the website, materials, or newsletters ("Paid Service"). You agree to pay the subscription fees and any other charges incurred in connection with your account for a Service (including any applicable taxes) at the rates in effect when the charges were incurred or in the offer or payment arrangement, you were offered in writing. We will bill all charges automatically to your credit card. Subscription fees will be billed at the beginning of your subscription and any renewal. All fees and charges are non-refundable. We reserve the right to issue refunds or credits at our sole discretion. If we do issue a refund or credit, we are under no obligation to issue the same or similar refund in the future. We may change the fees and charges then in effect, or add new fees or charges, by giving you notice in advance and an opportunity to cancel. You are responsible for any fees or charges incurred to access a Service through an Internet access provider or other Third Party service.

4. Term and Renewal. This Agreement shall remain in full force and effect while you use the Services. Your subscription will renew monthly until it is cancelled in accordance with our procedures and with 30 days' notice.

5. Cancellation Policy for Subscriptions. We may cancel your subscription at any time upon notice to you and for any reason. You may cancel your subscription before any renewal term by following the procedures described in the Cancellation and Refund Policy on our website with 30 days' notice.

6. Free Trial Subject to this Agreement. If you access the Service as part of a free trial or otherwise without becoming a subscriber, all of the terms and conditions of this Agreement will still apply to you.

7. Limitations on Use.

Only one individual may access a Service at the same time using the same user name or password unless we agree otherwise.

The text, graphics, images, video, artwork, metadata and other data, design, organization, compilation, look and feel, advertising and all other protectable intellectual property, including but not limited to any copyrights, trademarks, service marks, trade names, trade dress, patent rights, or database rights (the “Content”) available through the Services are our property or the property of our advertisers and licensors and are protected by copyright and other intellectual property laws. Unless you have our written consent, you may not use, sell, publish, distribute, retransmit, or otherwise provide access to the Content received through the Services to anyone.

While you may download and store information or articles from the Service for your personal use, you may not otherwise provide others with access to such information or articles. The preceding does not apply to any sharing functionality we provide through the Service that expressly allows you to share articles or links to articles with others.

You agree not to display, post, frame, or scrape the Content for use on another website, app, blog, product, or service, except as otherwise expressly permitted by this Agreement. You agree not to create any derivative work based on or containing the Content. You may not access parts of the Services to which you are not authorized, or attempt to circumvent any restrictions imposed on your use or access of the Services.

You may not use the Content, in any commercial product or service, without our express written consent.

You may not create apps, extensions, or other products and services that use our Content without our permission. You may not aggregate or otherwise use our Content in a manner that could reasonably serve as a substitute for a subscription to a Service.

You agree not to use the Services for any unlawful purpose. We reserve the right to terminate or restrict your access to a Service if, in our opinion, your use of the Service may violate any laws, regulations or rulings, infringe upon another person's rights or violate the terms of this Agreement.

8. Use of the Services.

a. Limited License. You may access and use the Services for personal or business use only. We are providing you with a limited license to access and use the Service, subject to this Agreement. Your use of and access to the Service does not give you any right of ownership or any other right except for the limited license provided in this Agreement. You do not obtain any additional rights by reason of your use of or access to the Service. We reserve all rights except the limited right granted to you in this Agreement.

b. Protected Content. The Content, information, text, graphics, images, video, metadata, design, organization, compilation, look and feel, advertising, and all other protectable intellectual property in or relating to the Service (collectively, the "Content") are our property or the property of our licensors and are protected by copyright, trademark, and other intellectual property laws. You agree not to challenge our rights or interests in any Content. Unless you have our prior written consent, you may not sell, lease, publish, distribute, retransmit, or otherwise provide copies of or access to the Service or any Content received through the Service.

c. Modifications to Content and Service. You agree not to rearrange or modify any Content without our prior written consent. You agree not to post any content from the Service without our written consent. We reserve the right to upgrade, modify, replace, or reconfigure the Service at any time.

d. Unlawful Purposes. We reserve the right to terminate or restrict your access to the Service if, in our opinion, your use of the Service violates the terms of this Agreement or may violate any laws, regulations or rulings, or may infringe upon another person's rights. We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your account information, email addresses, usage history, posted materials, IP addresses, and traffic information.

e. Errors, Corrections, and Changes. We do not represent or warrant that the Service or any Content will be error-free, always available, free of viruses or other harmful components, or that defects will be corrected. We do not represent or warrant that the information available on or through the Service will be correct, accurate, timely, or otherwise reliable. We may make changes to the features, functionality, or content of the Service at any time. We reserve the right in our sole discretion to edit or delete any documents, information, or other content.

9. User Password. When you purchase a subscription, we will provide you with a password. If you have concerns or believe that someone is using your password without your authority, please immediately contact us. We reserve the right to disclose any information about you, including registration data, to comply with any applicable laws and/or requests under legal process, to operate our systems properly, to protect our property or rights, or to safeguard the interests of others.

10. User Generated Content.

a. User Content. Any content, information, graphics, audio, images, and links you post on the Service is referred to as "User Content" in this Agreement and is subject to the terms and conditions set forth in this Agreement. You are solely responsible for any User Content that you submit, and for all consequences of your User Content, and you will defend, indemnify, and hold us harmless from any claims, lawsuits, and/or judgments brought against us arising from your User Content.

b. Grant of Rights; Representations by You as to User Content. If you upload, post, or submit any User Content on the Service, you represent to us that you have all the necessary legal rights to upload, post, or submit such User Content and it will not violate any law or the rights of any person. You agree that upon uploading, posting, or submitting information on the Service, you grant us and our successors a non-exclusive, transferable, worldwide, fully paid-up, royalty-free, perpetual, irrevocable right and license to use, distribute, publicly perform, display, reproduce, and create derivative works from your User Content in any and all media, in any manner, in whole or part, without any duty to compensate you.

c. Removal of User Content. We may also remove any User Content for any reason and without notice to you.

11. Rules of Conduct. In addition to any other provisions of this Agreement, you must comply with the following rules:

- No posting of off-topic, illegal, threatening, libelous, or obscene content.
- No posting of another person's personal data, such as contact details.
- Postings will not be used to level personal attacks on other users, site owners, or contributors to the site reviewed.
- You cannot impersonate other users.

12. Access to the Service. We will use reasonable good faith efforts to enable your access to the Service at all times, except for scheduled software or host server maintenance or events that are beyond our reasonable control. We do not guarantee the confidentiality or security of any information that you transmit to us or to or through the Service by any means.

13. Disclaimers of Warranties and Limitations on Liability.

a. No Warranties. The Service is provided "AS IS" and "As Available" without representation or warranty of any kind, either expressed or implied, and all implied warranties, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement, are hereby disclaimed.

b. Limitations on Liability.

i. In no event shall we or our agents, officers, employees, or representatives be liable under any theory liability, however arising, for: (1) Any costs of cover or for any claim of special, indirect, incidental, punitive, or consequential damages arising from or related to a breach of this Agreement or to the operation, use of, or inability to use the Service (even if we have been advised of the possibility of such claims or damages); or (2) claims or damages (regardless of their nature) for any delay or failure by us to perform any obligation under this Agreement due to any cause beyond our reasonable control; or (3) claims brought in any court or other governmental authority of competent jurisdiction more than one (1) year after any such cause of action first arose.

ii. In no event shall our liability to you or to any third party under any claim arising under or relating to this Agreement or your use of or access to the Service exceed, in the aggregate, the

total amount of subscription fees you have actually paid to us for the Service during the twelve calendar months before the date such claim is asserted or arises.

The foregoing limitations of liability are intended to apply to all claims and damages without regard to whether any other provision of this Agreement has been breached or proven ineffective.

14. General. This Agreement contains the final and entire agreement between us regarding your use of the Service and supersedes all previous and contemporaneous oral or written agreements regarding your use of the Service. We may discontinue or change the Service, or their availability to you, at any time. This Agreement is personal to you, which means that you may not assign your rights or obligations under this Agreement to anyone. No third party is a beneficiary of this Agreement. You agree that this Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the State of Connecticut, without regard to any conflict or choice of law principles. The sole jurisdiction and venue for any litigation arising out of this Agreement will be an appropriate federal or state court located in Connecticut.

We reserve the right to change or modify the terms and conditions of the subscription you have purchased without prior notice.