

KeyValueData and BVDataWorld Subscription Terms and Conditions

This section sets forth the Terms and Conditions (“Agreement”) under which you may use the KeyValueData.com and BVDataWorld.com paid services (“Subscription”). If you do not accept the Terms and Conditions stated here, do not purchase a subscription to KeyValueData.com/BVDataWorld.com. By purchasing a subscription and logging in to KeyValueData.com/BVDataWorld.com you acknowledge that you have read and agree to abide by these Terms and Conditions.

Section 1. Terminology

- a. **Subscriber:** A subscriber is a natural person who has purchased a subscription to KeyValueData.com/BVDataWorld.com within 365 days of the present date. Each subscriber is provided with a unique login ID and password for their personal use.
- b. **Subscription:** A subscription to KeyValueData.com/BVDataWorld.com entitles the subscriber to 365 days of access to KeyValueData.com/BVDataWorld.com from the date of subscription. The level of access to specific services within KeyValueData.com/BVDataWorld.com depends on the subscription level purchased by the subscriber, as does the fee for the subscription. KeyValueData subscriptions must be paid in advance, and by making use of the online purchasing service the subscriber agrees to pay the stated fees.
- c. **ID:** the identification chosen by the subscriber to use in logging into KeyValueData.com/BVDataWorld.com – also referred to as username and userid; a KeyValueData/BVDataWorld ID is unique to the subscriber and is to be used only by the subscriber, subject to the limitations on use.
- d. **Password:** the password chosen by the subscriber to use in logging into KeyValueData.com/BVDataWorld.com; this password is to be used only by the subscriber, subject to the limitations on use.

Section 2. Use and Restrictions on Use

- a. A subscriber is entitled to access to the services provided through KeyValueData.com/BVDataWorld.com, subject to the restrictions on the exportation of data according to the subscription level.
- b. With the exception of a designated administrative or clerical person, the subscriber agrees to not share his login and password with any other person, and further agrees that neither the subscriber nor the designated administrative or clerical person will share any data or other information obtained through KeyValueData.com/BVDataWorld.com with any other person other than in an analysis, project, valuation, report, recommendation or study provided to a client.
- c. The subscriber agrees that any data or other information obtained through KeyValueData.com/BVDataWorld.com will not be placed on any network, storage device or computer or internet accessible by the public. The subscriber further agrees to not sell or modify the Material or reproduce, display, publicly perform, distribute, or otherwise use the Material in any way for any public or commercial purpose other than for a specific client

engagement. The use of the Material on any other Web site or in a networked computer environment for any purpose is prohibited.

- d. Every person who works on a project, valuation, report, recommendation, analysis or study that contains or is based on data or other information obtained through KeyValueData.com/BVDataWorld.com, must be a subscriber. This does not preclude non-subscribers from formatting, duplicating or transmitting reports but it does preclude non-subscribers from acting as reviewers or contributors to any such project, valuation, report, recommendation or study. Persons who select data, analyze data, and/or develop comparisons, calculations, opinions, deductions or conclusions on such data or make recommendations based on such data must be subscribers. This includes, but is not limited to appraisers, brokers, consultants, advisors, planners, strategist, financial planners and accountants.
- e. Each subscriber agrees that any data or other information obtained through KeyValueData/BVDataWorld will not be shared with other appraisers, brokers, consultants, advisors, planners, strategists, financial planners or accountants, including members and employees of the same firm, unless those persons are known to be current, paid-up, KeyValueData.com/BVDataWorld.com subscribers.
- f. Each subscriber agrees that on the expiration without renewal of his/her subscription, any data or other information obtained through KeyValueData and BVDataWorld and stored outside the working papers of a project, valuation, report or study will be removed from all computer systems where it had been stored.
- g. The contents of this Web Site, such as text, graphics, images and other material ("Material"), are protected by copyright under both United States and foreign laws. Unauthorized use of the Material may violate copyright, trademark, and other laws. The subscriber must retain all copyright and other proprietary notices contained in the original Material on any copy that you make of the Material.
- h. Material downloaded from KeyValueData.com/BVDataWorld.com, including software, Excel workbooks and formulas provided with exported data is protected by copyright and may be protected by other rights. The subscriber must retain all copyright and other proprietary notices contained in the downloaded software, Excel workbooks and formulas if used in a report, study, project, plan, analysis, recommendation or other materials delivered to clients.
- i. The subscriber agrees to defend, indemnify and hold harmless the Company, its officers, directors, employees, agents and affiliates, from and against any claims, actions, or demands against you, including without limitation reasonable legal and accounting fees, alleging or arising from the subscriber's use of the Material, including software, Excel workbooks and formulas provided with the Material, or from the subscriber's breach of the terms of this Agreement.
- j. The United States controls the export of products and information. The subscriber agrees to comply with such restrictions and not to export or re-export the Materials (including Software) to countries or persons prohibited under the export control laws. By downloading the Materials (including Software), the subscriber agrees that he/she is not in a country where such export is prohibited or are a person or entity to which such export is prohibited. The subscriber is responsible for compliance with the laws of his/her local jurisdiction regarding the import, export, or re-export of the Materials.

- k. Violation of these terms and conditions may result in an immediate cancellation of the subscriber's account, without refund for any period remaining on the subscription.

Section 3. Disclaimers and Limitations on Warranty and Liability

- a. **Providers Disclaimer:** The data and other information contained in KeyValueData.com/BVDataWorld.com is provided by third parties and is based on data obtained by those services from sources considered to be reliable, but is not guaranteed as to accuracy and does not purport to be complete. The Company, its owners, its managers, and its affiliates, accept no liability for the use of such information or for any errors contained therein.
- b. **Disclaimer of 3d Party Actions:** Subscribers access the data and other information on KeyValueData.com/BVDataWorld.com through at least three third party intermediaries, including, but not limited to, the subscriber's Internet Service Provider, the backbone Internet provider(s) and KeyValueData's and BVDataWorld's hosting and Internet Service Provider; the Company is not responsible for acts of God, nature or force majeure that interferes with these services, nor for failures of these services through the acts or omission of these third parties
- c. **Disclaimer of Warranties:**
 - a. The Material presented on this Web Site may contain inaccuracies or typographical errors. The Company makes no representations about the accuracy, reliability, completeness, or timeliness of the Material or about the results to be obtained from using the Web Site and the Material. The use the Web Site and the Material is at your own risk. Changes are periodically made to the Web Site and may be made at any time, with or without notice.
 - b. The Company does not warrant that the website will operate error-free or that this website and its server are free of computer viruses or other harmful goods. If your use of the website or the material results in the need for servicing or replacing equipment or data, the Company is not responsible for those costs.
 - c. The website and material are provided on an as-is basis without any warranties of any kind. The company and its suppliers, to the fullest extent permitted by law, disclaim all warranties, including the warranty of merchantability, non-infringement of third parties rights, and the warranty of fitness of a particular purpose. The Company and its suppliers make no warranties about the accuracy, reliability, completeness or timeliness of the material, services, software, text, graphics or links.
 - d. In no event shall the Company, its suppliers or any third parties mentioned on this website be liable for any damages whatsoever (including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use the website and the material, whether based on warranty, contract, tort or other legal theory, and whether or not the company is advised of the possibility of such damages.
 - e. Unless otherwise expressly provided in a Software License or Legal Notice, the aggregate liability of the Company to a subscriber for all claims arising from the use of

the website, the Materials and any downloaded data, software and Excel workbooks is limited to the cost of the current subscription.