

**EMF DATABASE
SUBSCRIPTION AND LICENSE AGREEMENT
AND
END-USER DATA FORM**

**PLEASE FILL OUT THESE TWO FORMS AND RETURN THEM TO
THE ADDRESS BELOW.**

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Subscription and License Agreement for Data Published by Information Ventures, Inc.

FOR USE ON A SINGLE COMPUTER NOT CONNECTED TO A NETWORK AT A SINGLE SITE

To place your order for the EMF Database, please complete and mail this agreement with your subscription fee to Information Ventures, Inc., 42 South 15th Street, Suite 700, Philadelphia, PA 19102-2299 USA

PLEASE MAKE A PHOTOCOPY FOR YOUR RECORDS

Based upon the terms and conditions herein, we hereby order the number of subscriptions (indicated below) to the **EMF Database** of Information Ventures, Inc. for use on a single computer not connected to a network at a single site. We understand that the **EMF Database** will be delivered to us within 30 days after release of the current version of the database and after our prepayment of the subscription fee to **Information Ventures, Inc.** We also understand that unless our subscription is renewed upon timely payment of an annual renewal fee, our license to use the **EMF Database** and the associated software for accessing the database together with any user information will terminate 12 months after the original database and software for accessing the database has been shipped from **Information Ventures, Inc.** to us.

Shipment is expressly made subject to the terms and conditions contained herein, including a disclaimer of warranty and a limitation of liability. The lease and license fee stated below does not include applicable taxes, duties or shipping and handling charges. Such charges will be indicated on the customer invoice.

EMF Database: **Quantity** _____ **Price \$3850.00** **Total \$** _____

OPERATING SYSTEM: Windows 95/98/Me/NT/2000/XP.

EMF Database is shipped on CD-ROM.

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To the Attention of (Name/Title)			
Organization (hereafter "Licensee")			
Address			
City	State/Province	Postal Code	Country
Telephone		Fax	
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BILL TO (if different from Shipping address)

To the Attention of (Name/Title)			
Organization			
Address			
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AUTHORIZATION BY CUSTOMER

The Licensee hereby declares that it has read and understood the terms and conditions of this lease and license agreement being Articles 1 through 18, and that it will be bound by them.

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represents that he/she is the authorized signator on behalf of the customer and his/her signature is binding upon the Customer.

Authorized Signature

Date

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14. NO ASSIGNMENT, TRANSFER OR ENCUMBRANCE BY LICENSEE

This Agreement, the License and the Product to which this agreement and license applies may not be assigned, sublicensed, transferred, encumbered, pledged, or mortgaged by the Licensee without the specific prior written consent of Licensor.

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The Licensor shall not be responsible for any failure by Licensor to perform or for any delay by Licensor in performance, in whole or in part, due to unforeseen circumstances or circumstances beyond the Licensor's control including, but not limited to, acts of God or nature, war, riot, embargoes, acts of civil or military authority, fire, flood, accidents, strikes, labor disturbances, failures or delays of suppliers or vendors, and/or shortages of transportation, fuel, labor, or other materials; and any period for performance by the Licensor shall be extended to such extent as may be necessary to enable Licensor to perform after the cause of the failure or delay to perform has been removed or ended.

16. ENTIRE UNDERSTANDING

This Agreement represents the entire understanding of the parties with respect to the subject matter hereof, and there are no representations, promises, warranties, covenants, or understandings with respect thereto other than those contained in this Agreement. Accordingly, it is also expressly agreed that the terms of any purchase order issued by the Licensee with respect to this Agreement shall not be applicable, and that acceptance of such purchase order by the Licensor shall be for acknowledgment purposes only. The Licensor neither assumes nor authorizes any other person to assume for the Licensor any obligations in connection with the Product which are not expressed within this Agreement.

17. ILLEGALITY AND UNENFORCEABILITY

If a term or condition of this Agreement is found in a final decision by a court or administrative agency to be invalid or unenforceable, it shall be deemed to be severed from the agreement and the remaining terms and conditions shall remain in full force and effect.

18. LAW

This Agreement is made and accepted in the Commonwealth of Pennsylvania and its construction, interpretation and performance shall be governed by the laws of Pennsylvania. This Agreement shall be construed in accordance with the substantive laws of Pennsylvania without giving effect to any principles of conflict or choice of law which may direct application of the law of another jurisdiction.

Information Ventures, Inc.

Please complete the following form for new EMF Database subscribers. The information in this form will allow us to provide technical support and product update information to the person in your organization who will be responsible for installing and using this product.

Shipment of the EMF Database is contingent upon return of the completed form to Information Ventures, Inc. at the address below. The EMF Database will be shipped to the CUSTOMER SHIPPING ADDRESS as stated on your completed Subscription and License Agreement.

EMF Database End User Data Form
PLEASE TYPE RESPONSES AND COMPLETE ALL QUESTIONS
Please do not use abbreviations

End User Name:
Position/Title:
Telephone:
Fax:
E-mail (if available):
Site/Department:
Mailing Address:

The Licensee hereby declares that the designated End User has read and understood the terms and conditions of the Subscription and License Agreement and will abide by them.

Name: _____

Title: _____

Authorized Signature: _____

Date: _____

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