

POTOMAC RESEARCH GROUP HOLDINGS, LLC

Supplemental Subscription Terms

1. Definitions.

- The “Company” is Potomac Research Group Holdings, LLC d/b/a Potomac Research Group.
- “Service” means the Company’s policy-focused subscription research service
- “Research Reports” means the policy-focused research information that the Company designates as such and makes available to Subscribers through electronic, oral, or by other means as more fully described in the Subscription Agreement.
- “Subscriber” means a company who has subscribed to the Service.
- “Subscription Agreement” means the subscription agreement executed by the Subscriber pursuant to which the Subscriber subscribes to the Research Reports.
- “Website” means the Company’s website that contains the Supplemental Subscription Terms.

2. General. These Supplemental Subscription Terms, together with the Subscription Agreement, constitute the entire agreement between the Company and each of its Subscribers regarding the terms and conditions that apply to Subscriber’s subscription to and use of Research Reports. As part of entering into a Subscription Agreement with the Company and by using any Research Reports, Subscriber agrees to comply with all of the terms and conditions hereof. The provisions of these Supplemental Subscription Terms shall not be superseded by any terms in any other agreement (Subscription Agreement or otherwise) between the Company and a Subscriber to the extent that such other terms expressly conflict with the provisions set forth herein.

3. Subscriber Conduct.

- Subscriber understands that, so long as the Subscription Agreement is in effect and Subscriber is complying with its obligations hereunder, Subscriber has a non-exclusive, revocable, non-transferable and non-assignable license to use, reproduce and distribute Research Reports for Subscriber’s internal business purposes only. Except for the foregoing, reproduction or redistribution of the Research Reports in any form is prohibited except with the Company’s prior consent.
- Subscriber acknowledges that it is not acquiring any ownership rights in the Research Reports by using such materials.
- Subscriber agrees to not sublicense, sell, assign, enable for access via the Internet or World Wide Web, or otherwise distribute all or any portion of any Research Reports, or perform or display the same, for any third party without the Company’s express prior written approval.
- The foregoing license shall terminate in its entirety upon a Subscriber’s failure to comply with the terms set forth herein or in the Subscription Agreement or upon any termination of the Subscription Agreement.
- Subscriber acknowledges and agrees that the Company (or persons designated by the Company or otherwise specifically identified in the Research Reports as owners) owns all copyright, trademark, trade secret, patent and all other proprietary rights in all Research Reports (and all derivatives thereof) including that the Company owns all proprietary rights in the selection, coordination, arrangement and enhancements of such proprietary information, as well as the content original to it. Subscriber acknowledges and agrees that, except for the license granted to it herein, Subscriber has no right or interest of any kind in any of the foregoing property (or any derivatives thereof).
- Subscriber assumes responsibility for all of its users’ compliance with the terms and conditions set forth herein and in the Subscription Agreement. Subscriber shall use commercially reasonable efforts to prevent unauthorized access to, or use of, Research Reports, and notify the Company promptly of any such unauthorized access or use.
- Subscriber is responsible for complying with all applicable local, state, federal, and foreign laws related to subscribing to the Service and to the use of the Research Reports including responsibility for the payment of any sales, use, or other taxes that may be applicable.

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4. Term, Termination of Subscription and Subscription Agreement.

- Subscriber's rights hereunder and under the Subscription Agreement will remain in effect during the term specified in the Subscription Agreement between the Company and Subscriber unless such Subscription Agreement is terminated sooner for "Cause" or otherwise terminated as permitted in the Subscription Agreement. Subscriber's rights hereunder and under the Subscription Agreement including the license granted to Subscriber herein shall terminate in its entirety immediately upon the end of the subscription term, the earlier termination of the Subscription Agreement or upon Subscriber's failure, at anytime during the subscription term, to comply with the terms set forth herein or in the Subscription Agreement. Subscriber agrees that, promptly following any termination of the subscription, Subscriber will no longer attempt to obtain access to Research Reports or otherwise use, distribute or reproduce any Research Reports. Notwithstanding the foregoing, Subscriber may continue to use (but only in accordance with the terms of the foregoing license), solely for internal business purposes, any Research Reports that were distributed by the Company to Subscriber prior to the date of termination of Subscriber's subscription.
- "Cause" shall include any failure by Subscriber to pay any amounts due by the due date, any failure by Subscriber to comply with the terms of any license hereunder or any other material breach by Subscriber of an obligation hereunder or in the Subscription Agreement.
- The termination of Subscriber's subscription shall not relieve Subscriber of the obligation to pay any fees accrued or payable to the Company prior to the effective date of such termination.

5. Warranty.

- The Company disclaims all warranties for Research Reports, either express or implied, statutory or otherwise including, without limitation, warranties of merchantability and fitness for a particular purpose. All Research Reports provided by the Company are provided for informational purposes only. Under no circumstances shall the Research Reports be used or considered as an offer to purchase or sell any security, or as a solicitation or recommendation for the purchase, sale or offer to purchase or sell any security.
- The Company:
 - does not make any guarantee that the information presented in the Research Reports is accurate, complete, timely or contains correct sequencing of information;
 - does not make any warranties with regard to the results obtained from its use; and
 - shall not have any liabilities for claims, losses or damages arising from or occasioned by any inaccuracy, error, delay or omission in such Research Reports or the use of the Research Reports or any actions taken or not taken in reliance on the information presented in such Research Reports.

6. Other Terms and Conditions.

- These Supplemental Subscription Terms shall be governed by, and construed in accordance with, the laws of the State of Delaware (without giving effect to the choice of law principles thereof). Subscriber and the Company, each irrevocably agree to submit to the jurisdiction of Delaware courts to resolve disputes hereunder.
- The Company reserves the right to modify these Supplemental Subscription Terms without advance notice.