



Electronic Services Agreement

This Electronic Services Agreement (ESA) provides important information about the terms and conditions that govern your use of NBRC's Electronic Services.

Scope

This Electronic Services Agreement ("Agreement") between you and NBRC states the terms and conditions that govern your use of NBRC's Electronic Services. The term "Electronic Services" includes all of NBRC's computer, telephony, facsimile, e-mail or wireless services or systems. This includes services and information accessible through NBRC, or service providers used by NBRC, including, but not limited to:

- NBRC's proprietary software.
- NBRC's website.
- NBRC's computers and networks that are accessible externally.
- NBRC's wireless services.
- Any other computer, telephony or wireless services or information system NBRC provides to you, including successor systems.

NBRC's Electronic Services allow you to access, transmit and receive certain documents and information related to NBRC's service to our clients. NBRC will not be responsible for any service difficulties resulting from your failure to possess adequate technology to use NBRC's Electronic Services to your satisfaction.

Your Agreement

By using NBRC's Electronic Services, you agree to comply with the terms and conditions of this Agreement. NBRC has the right to modify or terminate this Agreement in any way at any time. We will publish any modifications to our web site. You further agree to abide by any rules, procedures, standards, requirements or other conditions we may establish in connection with the use of our Electronic Services or any other electronic communications services made available by NBRC.

Access, Passwords and Security

You will be responsible for the strict confidentiality and use of your ID(s) and password(s) and those of any subordinate users that you may be authorized to initiate (if any) on behalf of your organization.

You agree to immediately notify NBRC if you become aware of:

- Any loss or theft of ID(s), password(s) or
- Any unauthorized use of any of your ID(s), password(s) and/or of the electronic services or information or
- Any failure or error in the systems, reports or other information that NBRC may provide.

Data Transmission

You acknowledge that data, including e-mail, electronic communications and confidential data, may be accessed by unauthorized third parties when communicated between you and NBRC, Internet Service Providers, other network communications facilities, telephone or any other electronic means. You agree to use software produced by third parties, including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by NBRC. Until notified otherwise by NBRC, you agree to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by NBRC and follow NBRC's logon procedures for Electronic Services that support such protocols. You acknowledge that NBRC is not responsible for notifying you of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet.

Use of Software Devices

With the exception of applications commonly known as web-browser software, or other applications formally approved by NBRC in writing, you agree not to use any software, program, application or any other device to access or log on to NBRC's computer systems, website or proprietary software or to automate the process of obtaining, downloading, transferring or transmitting any content, information to or from NBRC's computer systems, website or proprietary software.

Use of Proprietary Information

Reports and other information provided is the property of NBRC, or a specific client or organization and is protected by applicable copyright law. You agree not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner without the express written consent of NBRC, the content owner or other person with the authority to give such consent. You agree that you will not use the information for any unlawful purpose. You further agree to comply with all reasonable written requests from NBRC intended to protect the information.

Electronic Communications

The Electronic Services you access by computer provide you with the capability to send electronic communications, such as e-mail, directly to NBRC and interact within applicable areas of the Electronic Services. You agree to the following terms with respect to your use of electronic communications through the Electronic Services:

- NBRC shall be entitled, but is not obligated, to review or retain your electronic communications for, among other reasons, monitoring the quality of service you receive, your compliance with this Agreement and the security of the Electronic Services.
- You will not use any electronic communication feature of the Electronic Services for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene or threatening. You will not use the Electronic Services to solicit NBRC customers or others or participate in the solicitation of NBRC customers or others for any purpose.

- You will not upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights.
- You will not in any way express or imply that the opinions in your electronic communications are endorsed by NBRC without the prior written consent of NBRC.
- If you use the Electronic Services that you access by computer, you agree to provide NBRC with your e-mail address, promptly provide NBRC with any changes to your e-mail address and accept electronic communications from NBRC at the e-mail address you specify.

Termination of Electronic Services

NBRC reserves the right to terminate your access to its Electronic Services or any portion of them in its sole discretion, without notice and without limitation, for any reason whatsoever. NBRC may terminate your access to its Electronic Services for reasons including, but not limited to, the unauthorized use of your access information or breach of this Agreement.

Disclaimer of Warranties

THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE AND NO WARRANTY OF NON-INFRINGEMENT. THERE IS NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE INFORMATION, INCLUDING RESEARCH REPORTS OR ANY ASPECT OF NBRC'S ELECTRONIC SERVICES.

Indemnification

You agree to defend, indemnify and hold NBRC, the Information Providers and the Information Transmitters harmless from and against any and all claims, losses, liability costs and expenses (including, but not limited to, attorneys' fees) arising from your violation of this Agreement, state or federal securities laws or regulations, or any third party's rights, including, but not limited to, infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this Agreement.