

TERMS OF USE FOR ACCESS TO A SERVICE PROVIDING DATA AND ANALYTICS

ACCESS TO THE SERVICE DEFINED IN SECTION 1.1 IS AUTHORIZED ON THE FOLLOWING TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT CLICK "ACCEPT" WHEN FIRST PROMPTED ELSEWHERE ON THIS SITE. WHEN YOU PROCEED, YOUR SUBSCRIPTION IS SUBJECT TO REGIONAL DYNAMICS, INC'S ACCEPTANCE, WHICH SHALL TAKE PLACE WHEN REGIONAL DYNAMICS, INC RECEIVES CONFIRMATION THAT YOUR CREDIT CARD OR OTHER PAYMENT INFORMATION HAS BEEN VALIDATED. THIS CONTRACT IS PERSONAL TO YOU, THE SUBSCRIBER. YOU MAY NOT PROCEED ON BEHALF OF ANY OTHER PERSON IF YOU ARE A PRIVATE INDIVIDUAL. IF YOU ARE A GOVERNMENT AGENCY, BUSINESS ENTITY, OR OTHERWISE ANY ENTITY NOT A PRIVATE INDIVIDUAL, YOU MAY NOT PROCEED ON BEHALF OF ANY ENTITY OTHER THAN THAT WHICH YOU REPRESENT. ACCESS TO THE SERVICE DEFINED IN SECTION 1.1 IS VALID FOR THE AUTHORIZED SUBSCRIBER(S) ONLY FOR THE TERM OF YOUR SUBSCRIPTION FROM THE DATE OF ACCEPTANCE.

1. TERMS OF USE, ENTIRE AGREEMENT, EXTENSION, LOGIN, AND LIMITATION OF TRANSFER

1.1. Subject to these Terms of Use ("Agreement"), Regional Dynamics, Inc., and/or its subsidiaries, as applicable (collectively and individually, "we", "our", "us", or "RD"), make certain economic and demographic information ("data") and analytic services ("analytics") available on the Internet (collectively, the "Service") to registered and/or authorized users ("Subscriber", "you", or "your") for a term of time ("subscription") and for those agreed component data and analytics comprising your agreed access to the Service ("Service level"). The data and analytics in the Service are referred to collectively as "Material." Our Material also includes any and all information, charts, graphs, and/or any other numeric or graphical forms or representations generated by our analytics from our data and/or generated by your analytic resources from our data. Your use of the Service constitutes your acknowledgment of and assent to be bound by this Agreement.

1.2. Unless there is another written agreement between you and us that covers your use of part or all of the Service, this is the entire agreement between you and us. If there is another written agreement between you and us that covers your use of part of the Service, this Agreement covers all other use of the Service by you. Whenever new products or services become available, your use of them will be under this Agreement unless we notify you otherwise or another written agreement covers your use of those new products or services. You must comply with any additional terms which apply to third-party content, software or other services (collectively, "Third-Party Content"). Such additional terms for Third-Party Content will be provided to you before you access such Third-Party Content. In addition, particular sites or features of the Service may have different or additional terms ("Special Terms") which will be disclosed to you when you access those sites or features. Such Special Terms are incorporated into this Agreement with respect to such sites or features. If there is a conflict between the terms of this Agreement and the Special Terms, the Special Terms will govern with respect to such sites or features.

1.3. We may change this Agreement at any time and you can read a current copy of this Agreement at any time by selecting the "Terms of Use" link on the Service. If any change is not acceptable, you must discontinue your use immediately; using the Service after the date that this Agreement changes means you accept the changes. No change to this Agreement that is not posted on the Service is valid unless it is in writing and signed by both you and RD.

1.4. During the term of a subscription, you may not decrease your Service level; however, at any time you may increase your Service level for an increased subscription fee. Any increase in Service level agreed to during the term of a subscription will continue to the end of that term of the subscription. At any time, you may increase or decrease the Service level applicable to an extension commencing at the end of your subscription. At the end of your subscription, your subscription will expire unless you extend your subscription. You must extend your subscription at or before the end of the term of your

subscription to maintain your ongoing access to the Service. However, in the event your subscription expires or terminates for any reason, the provisions of Sections 2.1, 2.2, and 2.3 shall survive and remain in full force and effect, pursuant to which you have continuing specific rights to and obligations regarding all presentations, reports, and articles derived from or produced from our Material.

1.5. Under this Agreement and your subscription, you are granted access to your subscribed Service level by means of a username and an associated password (collectively, "Login") unique to you. You may not transfer and/or assign your Login to any other individual, consultant, consulting organization, corporation, subsidiary, parent company, government agency of any kind, school of any kind, or other organization of any kind without the prior written permission of Regional Dynamics, Inc. The system controlling the Service will lock the subscribed Service level under this subscription in the event any single Login under this subscription is used concurrently by more than one person.

1.6. No subscription and/or Login under this Agreement may be transferred to and/or assigned to any other individual, consultant, consulting organization, corporation, subsidiary, parent company, government agency of any kind, school of any kind, or other organization of any kind without the prior written permission of Regional Dynamics, Inc.

2. PERMITTED USE, LIMITATION ON USE, AND TERMINATION

2.1. During the term of your subscription, you may use your subscribed Service level and our Material for your internal business purposes, including for interrogation, analysis, report preparation, article preparation for publication without compensation in professional journals, or for any reasonably related business purpose including delivery of reports and/or presentations to third parties. You may provide reasonable amounts of our Material in such presentations, reports, uncompensated professional articles, charts, graphs, and/or other numeric or graphical forms produced by you.

2.2. All provision of our Material as used or produced by you, including in any presentations, reports, uncompensated professional articles, charts, graphs, and/or other numeric or graphical forms must be accompanied by the inscription, "Source: REDYN Model by Regional Dynamics, Inc.".

2.3 During the term of your subscription and after your subscription expiration or termination (other than termination for your violation of your agreement herein not to sell or furnish our Material to any third party), our Material may be placed in presentations, reports, uncompensated professional articles, charts, graphs, and/or other numeric or graphical forms produced by you; however, you agree not to sell or furnish our Material to any third party other than as permitted by Section 2.1 during or after your subscription expiration or termination for any reason, unless a separate contract has been made to resell or furnish our Material in any form. RD reserves the right to protect its interest in its Service and in its Material, including but not limited to the terminations set forth in Section 2.6. Upon subscription expiration or termination for any reason, the provisions of Sections 2.1, 2.2, and 2.3 shall survive and remain in full force and effect as set forth in Section 1.4.

2.4. Subject to limits imposed by the number of regions available and runnable within your subscribed Service level, you may build and run as many different analytic models as you desire without further fee, unless your unreasonable usage interferes with reasonable usage by other Subscribers.

2.5. To meet the need for collaborative usage on shared regional subscriptions, RD accepts consultants and county, regional, state, and Federal agencies on the same fee schedule for a given subscription; however, no individual, consultant, consulting organization, corporation, subsidiary, parent company, government agency of any kind, school of any kind, or other organization of any kind shall offer, sell, offer to sell, offer to furnish access to, or furnish access to their Login or to their subscription to the Service to any third party without the express limited written prior consent and approval on its letterhead of Regional Dynamics, Inc., and then only subject to such terms and conditions as Regional Dynamics, Inc., at its sole discretion may require.

2.6. You may access and download our Material only as required for your use as set forth in Sections 2.1, 2.2, and 2.3, keeping all our copyright and other notices on our Material. You may not republish or distribute our Material or do anything else with our Material which is not specifically permitted in this Agreement. You agree to comply with all notices and requirements accompanying Third-Party Content. We may terminate, suspend, or withhold your access to the Service at our sole discretion at any time with or without providing notice to you and without providing compensation to you; however, your access to the Service will not unreasonably be terminated, suspended, or withheld. RD specifically reserves the right to terminate your subscription and access to the Service and our Material without recourse to a refund, should our Material or any portion thereof be resold or be provided to someone other than to you other than as permitted pursuant to Sections 2.1, 2.2, and 2.3. RD also specifically reserves the right to terminate your subscription and access to the Service and our Material without recourse to a refund should it be discovered that your Login(s) has (have) been transferred to or otherwise been given to any other person.

3. LIMITATION ON LIABILITY

3.1. All representations, warranties, terms and conditions, whether express or implied in relation to the Service and/or our Material, including but not limited to interruptions, faults, and/or inaccuracies, are hereby excluded.

3.2. RD shall not in any circumstances be liable in contract, tort or otherwise for the acts or omissions of broadcasting authorities or providers of telecommunications networks or third party sources or for any interruptions, faults, errors, or failure in any broadcasting service or telecommunications network. In particular, the Internet is not a totally reliable medium of communication and is subject to failures and hacking attacks outside the control of RD.

3.3. You understand that RD will not be held responsible for any recommendations, inferences, or decisions that are based upon the Service and/or our Material.

3.4. RD, its licensors, affiliates, employees, and agents shall not be liable for any lost profits or revenues or for special, incidental, consequential, or punitive damages or any other damages, losses, or claims in any way connected with or arising out of any usage by you of the Service and/or our Material as permitted in Sections 2.1, 2.2, 2.3, and 2.4, or in any contravention thereof.

3.5. You are entirely liable for activities conducted by you or by anyone else in connection with your use of the Service and/or our Material. If you are dissatisfied with the Service, with our Material, or with this Agreement, your sole and exclusive remedy is to stop using the Service and our Material. RD will not pay you any damages.

3.6. RD does not warrant the accuracy, completeness, timeliness, or other characteristics of the Service and/or our Material. RD will not be liable under any legal theory for any loss or injury resulting directly or indirectly from the Service or from our Material, whether or not caused in whole or in part by RD's negligence or by contingencies within or beyond its control. The Service and/or our Material could include inaccurate or unreasonable data or produce unreasonable analytic results. Neither RD, nor its suppliers, are responsible or liable, directly or indirectly, for any loss or damage caused by any use of or reliance on or inability to use or access the Service and/or our Material.

3.7. YOUR ACCESS TO AND USE OF THE SERVICE AND/OR OUR MATERIAL ARE AT YOUR SOLE RISK. THE SERVICE AND/OR OUR MATERIAL ARE PROVIDED "AS IS" AND "AS AVAILABLE." THE SERVICE AND/OR OUR MATERIAL ARE FOR YOUR BUSINESS USE ONLY, AND RD MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. RD EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

3.8. RD IS NOT AND WILL NOT BE A PARTY TO ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTY, WHETHER OR NOT THAT THIRD PARTY'S WEBSITE IS LINKED FROM THE SERVICE.

4. ANTI-HACKING PROVISION

4.1. You may not, nor may you allow others directly or indirectly to: (a) attempt to or actually disrupt, impair or interfere with, alter or modify the Service or our Material; or (b) attempt to or actually collect any information of others, including Login, account, or other information.

5. LINKS TO THIRD PARTY SITES

5.1. Various links on the Service will take you out of the Service. These linked sites are not necessarily under our control. We are not responsible for the contents of any linked page or any other page not under our control. We provide these links only as a convenience; the inclusion of a link does not imply endorsement of that linked site.

6. GOVERNING LAW

6.1. This Agreement shall be governed by the laws of the State of Georgia, without giving effect to any conflict of law provisions, and Subscriber hereby consents to the jurisdiction of, and venue in, any federal or state court of competent jurisdiction in the State of Georgia. The laws of the State of Georgia, excluding its conflicts of law rules, govern this Agreement and your use of the Service. You agree to comply with all laws, regulations, obligations, and restrictions which apply to you. You agree that the courts located in Georgia have exclusive jurisdiction for any claim, action, or dispute under this Agreement. You also agree and expressly consent to the exercise of personal jurisdiction in the State of Georgia. No failure or delay in enforcing any right shall be a waiver of that or any other right. If any term of this Agreement is held invalid, illegal or unenforceable, the remaining portions shall not be affected.

7. RESTRICTED RIGHTS LEGEND

7.1. Any Material downloaded from the Service for or on behalf of the United States of America, its agencies and/or its instrumentalities ("U.S. Government") is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government are subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable.

8. COPYRIGHT

8.1. Unless specifically stated in conjunction with particular Material, all Material is copyrighted by us. You have no rights in or to the Material, and you may not use any Material other than as permitted under this Agreement.

9. TRADEMARK

9.1. All trade names, trademarks, service marks and other product and service names and logos on the Service or in the Material are the proprietary trademarks of their respective owners and are protected by applicable trademark and copyright laws.

10. PRIVACY POLICY

10.1. "Personal information" means any information relating to your use of the Service which specifically identifies you. We will not use your personal information except to send you materials you have requested and/or to contact you regarding that request, unless we specifically state otherwise when we collect the personal information from you. We will not disclose your personal information to any third party unless we are compelled by law or, in our sole discretion, whenever we believe an emergency, illegal activity, or some other reasonable basis exists for notifying or providing such information to the appropriate authorities.

10.2. We sometimes aggregate information about our users, and you agree we can use and make such statistical information available to others, as long as we don't identify you personally.

10.3. We are committed to protecting your privacy. Nevertheless, although we strive to protect your personal information, we cannot ensure or warrant the security of any information you transmit to us and you do so at your own risk.

10.4. The Service does not use cookies.