

PUBLISHER TERMS OF USE FOR CMSACCESS ONLINE SERVICES

NOTICE: ACCESS OR USE OF THIS ONLINE SERVICE IS SUBJECT TO YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT PERMITTED TO ACCESS OR USE THIS ONLINE SERVICE.

The following terms and conditions govern access and use of this online service, and the applications, tools, services and materials provided herein (“Online Service”). You are only permitted access to this Online Service if you are, and only for so long as you are, an authorized designated user at a named site pursuant to an agreement or order between Joint Commission Resources, Inc. (“JCR”), CCH Incorporated (“CCH”), or one of their respective affiliates (as applicable, the “Publisher”) and a subscribing entity, organization or individual (“Customer Agreement”) and conditioned upon payment of applicable subscription fees. If you are not an authorized designated user, you must immediately cease all use of this Online Service. These terms of use constitute a legal agreement (“Agreement”) between you and Publisher concerning your use of the Online Service. The subscribing entity, organization or individual, as applicable, is responsible for ensuring that its designated authorized users comply with the terms of this Agreement and for any failure to so comply.

By accessing, browsing and/or otherwise using this Online Service you acknowledge that you have read, understood and agreed to be bound by this Agreement, and you agree to comply with all applicable laws and regulations, including U.S. export and re-export control laws and regulations. For purposes hereof, “you” or “your” shall include yourself, your organization and any entity you represent or on the behalf of which you use the Online Service. If you do not agree to all of these terms and conditions, you may not access, browse and/or use this Online Service. The material provided on this Online Service is protected by law, including, but not limited to, United States copyright law and international treaties.

This Agreement applies to your access to and use of this Online Service and does not alter in any way the terms and conditions of any other agreement you may have with Publisher for products, software, services or otherwise, unless otherwise agreed to in writing by Publisher. In the event that the terms of this Agreement conflict with the Customer Agreement, the terms of the Customer Agreement will govern and take precedence. If you fail to comply in any way with these terms and conditions, your authorization to access and to use this Online Service automatically terminates and you must immediately discontinue use of any hyperlinks to this Online Service. Any breach of this Agreement by you shall constitute a breach of the Customer Agreement.

AUTHORIZED USE AND RESTRICTIONS

Authorized Use. The Online Services are licensed and use is restricted. The Online Services and the materials herein may only be used for your internal management, reference and informational purposes or for providing professional services to your clients (collectively, the “Authorized Use”). The Authorized Use expressly excludes: (i) redistribution, retransmission, publication, transfer or commercial or other exploitation of the materials from the Online Service, in whole or

in part, including as part of a services bureau, time-sharing or other similar arrangement; (ii) reverse engineering, decompiling or modification of the Online Services, in whole or in part; and (iii) uploading, downloading, copying or redistributing the Online Services materials in their entirety or lengthy sequence, including, but not limited to, creating an archive of Online Services materials. Upon any termination of the Customer Agreement or termination of your right to access any particular content pursuant to a Customer Agreement, unless otherwise specified in the Customer Agreement or except to the extent permitted under this Agreement, you must destroy, as applicable, all copies of materials obtained from the Online Services, or all copies of the content for which access was terminated.

Copyright. All Online Service materials, including, without limitation, text, pictures, graphics and other files and the selection and arrangement thereof are copyrighted materials of JCR, CCH and/or their respective affiliates or licensors, all rights reserved. Except for the Authorized Use specified above, you may not copy, modify or distribute any of the Online Service materials. You may not “mirror” any material contained on this Online Service on any other server. Any unauthorized use of any material contained on this Online Service may violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes.

Permissions. You may make printouts of the materials from the Online Services to the extent permitted under the "fair use" provisions of the Copyright Act of 1976 (17 U.S.C. Sec. 107), or may download and store insubstantial portions of select materials (in machine-readable form), so long as such downloading is consistent with the purposes authorized by this Agreement. You shall comply with all applicable conventions regarding copyright and source of material attribution. If you wish to use the materials from the Online Services in any manner not expressly permitted by this Agreement, you may request permission from JCR by giving to JCR a written description of the intended use and such other information as JCR may request. Only an authorized representative of may grant such permission. The granting of such a request may entail an additional fee payable by you.

Trademarks. The trademarks, service marks, trade names, and logos, including, but not limited to, page headers, custom graphics, button icons, and scripts (collectively, the “Trademarks”) used and displayed on this Online Service are registered and unregistered trademarks, service marks and/or trade dress of JCR, CCH and/or their respective affiliates or licensors, and you may not copy, imitate or use the Trademarks, in whole or in part, for any purpose. No license or other right to use any Trademark used or displayed on the Online Service is granted to you.

Hyperlinks. You are granted a limited, nonexclusive right to create a “hypertext” link to this Online Service provided that such link is to the entry page of this Online Service and does not portray JCR, CCH or their respective affiliates or licensors or any of their respective products or services in a false, misleading, derogatory, or otherwise defamatory manner. This limited right may be revoked at any time for any reason whatsoever. You may not use framing techniques to enclose the Online Service or any trademark, logo or trade name or other proprietary information including the images found at the Online Service, the content of any text or the layout/design of any page or any form contained on a page. Links to third party websites on this Online Service are provided solely as a convenience to you. If you use these links, you will leave this Online Service. Publisher has not reviewed all of these third party websites and does not control and is

not responsible for any of these third party websites, their content or their policies, including, without limitation, privacy policies or lack thereof. Neither JCR or CCH or their respective affiliates or licensors endorses or makes any representations about third party websites or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Online Service, you do so entirely at your own risk. You acknowledge and agree that neither JCR nor CCH or their respective affiliates or licensors shall be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with, the use of or reliance on any such third party websites.

Limited Access. Any access or attempt to access for any reason areas of the CCH computer system or other information thereon (except for the limited portions of the Online Service that you have expressly been provided access to pursuant to a Customer Agreement) is strictly prohibited. You agree that you will not use any robot, spider, other automatic device, or manual process to “screen scrape,” monitor, “mine,” or copy the Web pages on the Online Service or the content contained herein in whole or in part. You will not spam or send unsolicited e-mail to any other user of the Online Service for any reason. You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Online Service. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on CCH’s infrastructure.

Username and Password. You agree not to give or make available your username or password or other means to access your account to any unauthorized individuals. Sharing of assigned user id’s and passwords is strictly prohibited and may only be used by the designated authorized user to which they were issued. You remain responsible for all access to this Online Service via your username and password, even if not authorized by you. If you believe that your password or other means to access your account has been lost or stolen or that an unauthorized person has or may attempt to use this Online Service, you must immediately notify JCR at: support@jcrinc.com or 1-630-792-5420.

Term and Termination. This Agreement is effective at all times that you have access to this Online Service. The term of your subscription is governed by your Customer Agreement. If your term has expired then you shall discontinue your use of this Online Service. Your subscription and access to this Online Service, as well as the Customer Agreement, will terminate automatically without any prior notice from Publisher if you violate the “Authorized Use and Restrictions” terms of this Agreement. Your subscription and access to this Online Service, as well as the Customer Agreement, may be terminated by Publisher upon prior written notice if you fail to comply with any other provision of this Agreement or the Customer Agreement and fail to remedy such failure within thirty (30) of the date of such written notice. Upon termination, you shall no longer be permitted access to any Online Services and each of your USER IDs shall be deactivated. Termination for any of the foregoing shall not affect Publisher entitlement to any sums due hereunder, and you shall not be entitled to any refund of any portion of the fees paid. The terms that apply to your cancellation of a subscription are set forth in the JCR [Cancellation, Substitutions & Transfers](#) policy.

REMOVAL OF CONTENT AND OTHER TERMS AND CONDITIONS

Notwithstanding anything in this Agreement or the Customer Agreement to the contrary, Publisher may, at any time, remove or modify content and restrict or impose additional conditions on access to the Online Service and the content accessible herein. In addition, Publisher's licensors may change the terms and conditions applicable to content accessible on the Online Service or impose additional terms and conditions to the content accessible on the Online Service, including, but not limited to, changes in the amount and types of license fees (excluding those applicable to current subscriptions), how content may be accessed, and how content may be used. In such event, such modified or additional terms and conditions shall apply to your use of the Online Service and the content accessible herein.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless JCR, CCH and their respective affiliates and licensors, and any of their respective officers, directors, employees, subcontractors, agents, successors, assigns, affiliates or subsidiaries (collectively, the "Indemnified Parties"), from and against any and all claims, causes of action, lawsuits, proceedings, losses, damages, costs and expenses (including reasonable legal and accounting fees) arising or resulting from (i) your violation of law, regulations or accreditation standards applicable to you or your organization; (ii) your violation of this Agreement or the Customer Agreement; (iii) incomplete or inaccurate information or data provided by you; (iv) unauthorized use of any content or materials available on or through the Online Service or; or (v) any content you upload or post to the Online Service. The Indemnified Parties reserve the right, at their discretion, to assume or participate, at your and your organization's expense, in the investigation, settlement and defense of any action or claim to which any of them are entitled to indemnification. No claim shall be settled without JCR and CCH's prior written consent unless such settlement includes a complete release of the Indemnified Parties from all liability and does not contain or contemplate any payment by, or injunctive or other equitable relief binding upon, any of the Indemnified Parties.

WARRANTY DISCLAIMER

THIS ONLINE SERVICE, INCLUDING ALL CONTENT, APPLICATIONS, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION, IS PROVIDED "AS IS," "WITH ALL FAULTS" AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. JCR, CCH AND THEIR RESPECTIVE AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE ONLINE SERVICE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT, MERCHANTABILITY OF COMPUTER PROGRAMS, DATA ACCURACY, SYSTEM INTEGRATION, AND INFORMATIONAL CONTENT.

NONE OF JCR, CCH AND THEIR RESPECTIVE AFFILIATES AND LICENSORS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE OPERATION OF THIS ONLINE SERVICE, THE USE, VALIDITY, ACCURACY OR RELIABILITY OF, OR THE RESULTS OF THE USE OF THE MATERIALS ON THIS ONLINE SERVICE OR ANY OTHER WEBSITE LINKED TO THIS ONLINE SERVICE. THE MATERIALS OF THIS

ONLINE SERVICE MAY BE OUT OF DATE, AND NONE OF JCR, CCH OR THEIR RESPECTIVE AFFILIATES AND LICENSORS MAKES ANY COMMITMENT TO UPDATE THE MATERIALS AT THIS ONLINE SERVICE. THE ONLINE SERVICE MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET; CUSTOMER ACKNOWLEDGES THAT NONE OF JCR, CCH OR THEIR RESPECTIVE AFFILIATES, VENDORS AND LICENSORS OPERATE OR CONTROL THE INTERNET. NONE OF JCR, CCH OR THEIR RESPECTIVE AFFILIATES AND LICENSORS WARRANTS THAT THE FILES AVAILABLE FOR DOWNLOADING FROM THIS ONLINE SERVICE, IF ANY, WILL BE FREE FROM INFECTION, VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. NONE OF JCR, CCH OR THEIR RESPECTIVE AFFILIATES AND LICENSORS WARRANT THAT THIS ONLINE SERVICE, SOFTWARE, MATERIALS, PRODUCTS, OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY DEFECTS IN THIS ONLINE SERVICE, SOFTWARE, MATERIALS, PRODUCTS, OR SERVICES WILL BE CORRECTED.

USER RESPONSIBILITY; PROFESSIONAL ADVICE

YOU ASSUME ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO THE SELECTION OF THE PARTICULAR ONLINE SERVICES TO ACHIEVE YOUR INTENDED RESULTS. YOU ASSUME ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE USE OR APPLICATION OF YOUR SELECTED ONLINE SERVICES OR ANY CONTENT RETRIEVED THEREFROM, INCLUDING THOSE TO ANY THIRD PARTY, FOR THE CONTENT, ACCURACY, AND REVIEW OF SUCH RESULTS. NONE OF JCR, CCH OR THEIR RESPECTIVE AFFILIATES AND LICENSORS ARE ENGAGED IN RENDERING LEGAL, ACCOUNTING, TAX OR OTHER PROFESSIONAL ADVICE OR SERVICES. IF LEGAL, ACCOUNTING, TAX OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT.

LIMITATION OF LIABILITY

IN NO EVENT WILL JCR, CCH AND THEIR RESPECTIVE AFFILIATES AND LICENSORS, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, ASSIGNS, OR SUBSIDIARIES, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, DAMAGES RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION ARISING OUT OF RELATING TO THE USE OR INABILITY TO USE THIS ONLINE SERVICE, ANY WEBSITES LINKED TO THIS ONLINE SERVICE, THE MATERIALS, SOFTWARE OR OTHER INFORMATION CONTAINED IN ANY OR ALL SUCH ONLINE SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT

ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

WHILE YOUR USE OF THE ONLINE SERVICE IS AT YOUR OWN RISK, IF ANY OF JCR, CCH OR THEIR RESPECTIVE AFFILIATES OR LICENSORS SHOULD HAVE ANY LIABILITY FOR ANY LOSS, HARM OR DAMAGE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE ONLINE SERVICE, THE TOTAL LIABILITY OF JCR, CCH AND THEIR RESPECTIVE AFFILIATES AND LICENSORS FOR ANY AND ALL CLAIMS SHALL NOT EXCEED THE LESSER OF \$1000 OR THE AMOUNT OF FEES PAID TO PUBLISHER BY YOU OR YOUR SUBSCRIBING ORGANIZATION FOR THE APPLICABLE PORTION OF THE ONLINE SERVICES IN THE PRECEDING SIX (6) MONTHS. YOU ACKNOWLEDGE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION, NONE OF JCR, CCH OR THEIR RESPECTIVE AFFILIATES AND LICENSORS WOULD PROVIDE THE ONLINE SERVICE OR THE MATERIALS ACCESSIBLE HEREIN.

TRIAL USE

If you are using this Online Service (or accessing certain content herein) on a trial basis pursuant to a Customer Agreement or other trial basis authorized by Publisher, you may use this Online Service (or such content) solely for purposes of evaluating its suitability. Your trial use is subject to all other terms and conditions of this Agreement, including, but not limited to, the Authorized Use and restrictions. At the conclusion of the trial period, you shall (i) cease all use of the Online Service (or accessing the trial content); (ii) delete any copies of content from the Online Service or data derived from your computer system and cause such copies to be deleted from any other computer system where you caused such content to be stored; and (iii) at your expense, destroy or return to Publisher any physical copies of such content in your possession.

GOVERNMENT RESTRICTED RIGHTS

The materials on this Online Service are provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the government is subject to restrictions as set forth in applicable laws and regulations and in the Customer Agreement. Use of the materials by the government constitutes acknowledgment of Publisher's or other owner's proprietary rights in them.

DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA") NOTICE

Certain materials on this Online Service are from third parties not within Publisher's control. Publisher is under no obligation to, and does not, scan such third party content used in connection with the Online Service for the inclusion of illegal or impermissible content. However, Publisher respects the copyright interests of others and, as a policy, does not knowingly permit materials herein that infringe another party's copyright.

If you believe any materials on this Online Service infringe a copyright, you should provide us with written notice that at a minimum contains:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All DMCA notices should be sent to our designated agent as follows:

Erin Sanders
Copyright Agent for CCH Incorporated
Office of the General Counsel
Wolters Kluwer North American Shared Services
2700 Lake Cook Road
Riverwoods, IL 60015
Tel: 847-580-5045
Fax: 847-890-6082
Email: erin.sanders@wolterskluwer.com

Publisher may, in appropriate circumstances and at its discretion, terminate the account or access of users who infringe the intellectual property rights of others.

REVISIONS TO THIS AGREEMENT

Publisher may revise this Agreement at any time without notice by updating this posting. By using this Online Service you agree to be bound by any such revisions and should therefore periodically visit this Online Service and page to determine the then current terms and conditions of use to which you are bound.

MISCELLANEOUS

If any provision(s) of this Agreement is held by a court of competent jurisdiction to be contrary to law or otherwise unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Publisher's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Publisher in writing. The provisions of this Agreement shall operate for the benefit of, and may be enforced by, any person that has licensed to Publisher any of the materials in the Online Services. This Agreement may be assigned in whole or in part by Publisher at any time. This Agreement may not be assigned in any manner by you without the express, prior written permission of Publisher. This Agreement is entered into by you for the benefit of both JCR and CCH and may be enforced by either or both of them, notwithstanding whether only one of them is a party to the Customer Agreement.

Performance of Publisher hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostilities, the elements, fire, explosion, power failure, acts or omissions of carriers, transmitters, or providers of telecommunications or Internet services, industrial or labor dispute, inability to obtain supplies and the like, or breakdown of equipment or any other causes beyond Publisher's control.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois notwithstanding any conflict of laws provisions. You irrevocably and unconditionally (i) consent to submit to the exclusive jurisdiction of the state and federal courts in the State of Illinois (the "Illinois Courts") for any litigation or dispute arising out of or relating to this Agreement, (ii) agree not to commence any litigation arising out of or relating to this Agreement except in the Illinois Courts, (iii) agree not to plead or claim that such litigation brought therein has been brought in an inconvenient forum, and (iv) agree the Illinois Courts represent the exclusive jurisdiction for all disputes relating to this Agreement. Notwithstanding the foregoing, in the event that the Customer Agreement pursuant to which you are an authorized user specifies that a different state's or country's law shall govern such agreement, such state's or country's law shall be deemed to govern this Agreement and each party consents to the exclusive jurisdiction and venue of the courts of such state or country. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES.