IMPORTANT-READ CAREFULLY: This End User License Agreement ("Agreement") sets forth the conditions by which Wadsworth, a division of Thomson Learning Inc. ("Thomson") will make electronic access to the Thomson-owned licensed content and associated media, software, documentation, printed materials and electronic documentation contained in this package and/or made available to you via this Website (the "Licensed Content"), available to you (the "End User"). BY CLICKING THE "I ACCEPT" BUTTON AND/OR OPENING THIS PACKAGE, YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS CONDITIONS AND ALL APPLICABLE LAWS AND REGULATIONS GOVERNING THE USE OF THE LICENSED CONTENT.

1.0 SCOPE OF LICENSE

- Licensed Content. The Licensed Content may contain portions of modifiable content ("Modifiable Content") and content which may not be modified or otherwise altered by the End User ("Non-Modifiable Content"). For purposes of this Agreement, Modifiable Content and Non-Modifiable Content may be collectively referred to herein as the "Licensed Content." All Licensed Content shall be considered Non-Modifiable Content, unless such Licensed Content is presented to the End User in a modifiable format and it is clearly indicated that modification of the Licensed Content is permitted.
- Subject to the End User's compliance with the terms and conditions of this Agreement, Thomson hereby grants the End User, a nontransferable, non-exclusive, limited right to access and view a single copy of the Licensed Content on a single personal computer system for noncommercial, internal, personal use only. The End User shall not (i) reproduce, copy, modify (except in the case of Modifiable Content), distribute, display, transfer, sublicense, prepare derivative work(s) based on, sell, exchange, barter or transfer, rent, lease, loan, resell, or in any other manner exploit the Licensed Content; (ii) remove, obscure or alter any notice of Thomson's intellectual property rights present on or in the License Content, including, but not limited to, copyright, trademark and/or patent notices; or (iii) disassemble, decompile, translate, reverse engineer or otherwise reduce the Licensed Content. Thomson reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access or password protection technology to the Licensed Content. The End User may not take any steps to avoid or defeat the purpose of such measures. Use of the Licensed Content without the relevant required lock device or authorization key is prohibited.

2.0 TERMINATION

2.1 Thomson may at any time (without prejudice to its other rights or remedies) immediately terminate this Agreement and/or suspend access to some or all of the Licensed Content, in the event that the End User does not comply with any of the terms and conditions of this Agreement. In the event of such termination by Thomson, the End User shall immediately return any and all copies of the Licensed Content to Thomson.

3.0 PROPRIETARY RIGHTS

- 3.1 The End User acknowledges that Thomson owns all right, title and interest, including, but not limited to all copyright rights therein, in and to the Licensed Content, and that the End User shall not take any action inconsistent with such ownership. The Licensed Content is protected by U.S., Canadian and other applicable copyright laws and by international treaties, including the Berne Convention and the Universal Copyright Convention. Nothing contained in this Agreement shall be construed as granting the End User any ownership rights in or to the Licensed Content.
- 3.2 Thomson reserves the right at any time to withdraw from the Licensed Content any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, unlawful or otherwise objectionable.

4.0 PROTECTION AND SECURITY

4.1 The End User shall use its best efforts and take all reasonable steps to safeguard its copy of the Licensed Content to ensure that no unauthorized reproduction, publication, disclosure, modification or distribution of the Licensed Content, in whole or in part, is made. To the extent that the End User becomes aware of any such unauthorized use of the Licensed Content, the End User shall immediately notify Thomson. Notification of such violations may be made by sending an Email to http://www.thomsonrights.com or writing:

The Global Rights Group 10 Davis Drive

Belmont, California 94002 Phone: 1-800-730-2214 Fax: 1-800-730-2215

5.0 MISUSE OF THE LICENSED PRODUCT

5.1 In the event that the End User uses the Licensed Content in violation of this Agreement, Thomson shall have the option of electing liquidated damages, which shall include all profits generated by the End User's use of the Licensed Content plus interest computed at the maximum rate permitted by law and all legal fees and other expenses incurred by Thomson in enforcing its rights, plus penalties.

6.0 FEDERAL GOVERNMENT CLIENTS

Except as expressly authorized by Thomson, Federal Government clients obtain only the rights specified in this Agreement and no other rights. The Government acknowledges that (i) all software and related documentation incorporated in the Licensed Content is existing commercial computer software within the meaning of FAR 27.405(b)(2); and (2) all other data delivered in whatever form, is limited rights data within the meaning of FAR 27.401. The restrictions in this section are acceptable as consistent with the Government's need for software and other data under this Agreement.

7.0 DISCLAIMER OF WARRANTIES AND LIABILITIES

Although Thomson believes the Licensed Content to be reliable, Thomson does not guarantee or warrant (i) any information or materials contained in or produced by the Licensed Content, (ii) the accuracy, completeness or reliability of the Licensed Content, or (iii) that the Licensed Content is free from errors or other material defects. THE LICENSED PRODUCT IS PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND AND THOMSON DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE. IN NO EVENT SHALL THOMSON BE LIABLE FOR: INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING FOR LOST PROFITS, LOST DATA, OR OTHERWISE. IN NO EVENT SHALL THOMSON'S AGGREGATE LIABILITY HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE AMOUNT OF FEES PAID BY THE END USER HEREUNDER FOR THE LICENSE OF THE LICENSED CONTENT.

8.0 GENERAL

- 8.1 <u>Entire Agreement</u>. This Agreement shall constitute the entire Agreement between the Parties and supercedes all prior Agreements and understandings oral or written relating to the subject matter hereof.
- 8.2 <u>Enhancements/Modifications of Licensed Content</u>. From time to time, and in Thomson's sole discretion, Thomson may advise the End User of updates, upgrades, enhancements and/or improvements to the Licensed Content, and may permit the End User to access and use, subject to the terms and conditions of this Agreement, such modifications, upon payment of prices as may be established by Thomson.
- 8.3 No Export. The End User shall use the Licensed Content solely in the United States and shall not transfer or export, directly or indirectly, the Licensed Content outside the United States.
- 8.4 <u>Severability.</u> If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, the provision shall be deemed omitted to the extent that it is invalid, illegal, or unenforceable. In such a case, the remainder of the Agreement shall be construed in a manner as to give greatest effect to the original intention of the parties hereto
- 8.5 <u>Waiver</u>. The waiver of any right or failure of either party to exercise in any respect any right provided in this Agreement in any instance shall not be deemed to be a waiver of such right in the future or a waiver of any other right under this Agreement.
- 8.6 <u>Choice of Law/Venue</u>. This Agreement shall be interpreted, construed, and governed by and in accordance with the laws of the State of New York, applicable to contracts executed and to be wholly preformed therein, without regard to its principles governing conflicts of law. Each party agrees that any proceeding arising out of or relating to this Agreement or the breach or threatened breach of this Agreement may be commenced and prosecuted in a court in the State and County of New York. Each party consents and submits to the non-exclusive personal jurisdiction of any court in the State and County of New York in respect of any such proceeding.
- Acknowledgment. By opening this package and/or by accessing the Licensed Content on this Website, THE END USER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU MUST NOT ACCESS THE LICENSED CONTENT AND RETURN THE LICENSED PRODUCT TO THOMSON (WITHIN 30 CALENDAR DAYS OF THE END USER'S PURCHASE) WITH PROOF OF PAYMENT ACCEPTABLE TO