



CorpTech
 Phone: [text removed]
 Fax: [text removed]

LICENSE AGREEMENT

“Effective Date”: January 27, 2006

This License Agreement (the “Agreement”) is entered into on the Effective Date between the following parties:

	CLIENT	infoUSA
Full Company Name	University of CA San Diego	infoUSA Marketing, Inc. (“infoUSA”)
Principal Place of Business (address/city/state/zip)	[text removed]	[text removed]
Main Business (billing) Telephone Number	[text removed]	[text removed]
Main Contact Name	Christine Peters	Emilee Fries
Main Contact Phone Number	[text removed]	[text removed]
Main Contact Email Address	[text removed]	[text removed]
Technical Contact Name		Same as Main Contact
Technical Contact Email Address		Same as Main Contact
Contact for Notice	Christine Peters	Corporate Counsel
Address for Notice (address/city/state/zip)	[text removed]	[text removed]

infoUSA provides access to its database(s) through its reference website and research products. The data accessed via the CorpTech website and research products shall be considered “Licensed Data” hereunder. The Licensed Data, CorpTech website and research products are collectively the “Products”. Client desires that infoUSA provide Client with access to the Products as set forth herein, on the terms and conditions described in this Agreement. infoUSA and Client agree as follows:

- 1. Term:** The term of this Agreement shall begin on the Effective Date and shall extend for one (1) year (the “Initial Term”), unless extended or earlier terminated in accordance with the Agreement. This Agreement shall automatically extend for additional periods of one (1) year each (a “Renewal Term”) following the conclusion of the Initial Term and each Renewal Term, if any, thereafter, unless terminated prior to such extension. If either party does not want the Agreement to automatically extend at the conclusion of a term, then such party shall give the other party written notice to that effect not less than thirty (30) days before the expiration of the existing term.
- 2. License and Use of the Products:** infoUSA grants Client a limited, non-exclusive, non-transferable license to use the Products for research and reference purposes in accordance with all applicable federal, state and local laws, statutes, rules, regulations and ordinances (“Laws”). Client and any users who are authorized under the terms of this Agreement (“Users”) are expressly prohibited from (i) sublicensing or reselling the Products; (ii) using or allowing third parties to use the Products for the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party; (iii) using the Products in any manner not specifically authorized in this Agreement or offering it through any third party; (iv) disassembling, decompiling, reverse engineering, modifying or otherwise altering the Products or any part thereof; or (v) printing, downloading, reproducing, copying or scraping data from the Products, except as permitted by the printing or downloading commands of the Products as specified on Schedule A. Client acknowledges that the Products may be accessed through linkage to the infoUSA’s CorpTech web site, and that all Users accessing the CorpTech website do so subject to the terms and conditions stated therein. infoUSA reserves the right to modify the terms and conditions located on the CorpTech website at any time.
- 3. Networking, Multiple and/or Simultaneous Use:** The Products cannot be loaded onto a server that reaches outside the walls of the immediate room or research facility of Client. If networking, multiple or simultaneous use is authorized on Schedule A, Client will pay additional fees for each additional User. If additional Users are added, Client will provide written notice to infoUSA and will pay infoUSA additional fees based on the number of additional Users within thirty (30) days.
- 4. Fees:** Client shall pay Vendor the non-refundable annual subscription fees (“Fees”) listed in Schedule A attached hereto. For any Renewal Term, Client shall pay the Fees listed in Schedule A to infoUSA within thirty (30) days of the anniversary of the Effective Date of each Renewal Term. The Fees due for Renewal Terms are subject to change.
- 5. Termination:** Either party may terminate the Agreement if the other party materially breaches any term or condition of the Agreement and fails to remedy such breach within thirty (30) days after written notice of such breach; or becomes subject to any receivership, insolvency, bankruptcy, moratorium or similar proceeding for more than thirty (30) days. infoUSA may immediately terminate this Agreement if Licensee causes or facilitates any unauthorized use or distribution of the infoUSA Data. Upon termination of this Agreement for any reason Licensee shall cease any and all use of the Products and ensure that all copies of the Products and any related data and information is deleted from its computers and, if applicable, returned to infoUSA no later than five (5) days after termination of this Agreement.
- 6. Client Responsibilities:** Client agrees and warrants that it will use the Products in strict compliance with all applicable Laws and further acknowledges that it is Client’s sole responsibility to determine the applicability of such Laws. Client shall indemnify, defend, and hold harmless infoUSA from and against any and all claims by any third party and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys’ fees and expenses incurred in investigation or defense, regardless of the theory of liability or the nature of the legal proceeding (“Damages”), to the extent such Damages arise out of or relate to the following: (a) the misuse of the Products by or through Client if Client was aware of misuse by Users and did not report the misuse to infoUSA and/or if Client caused, knowingly assisted or condoned the continuation of such

breach to continue after becoming aware of an actual breach having occurred; (b) the gross negligence or willful misconduct of Client or its representatives in the performance of Client's obligations under this Agreement; and (c) any claims related to use of the Products in violation of the terms of this Agreement or applicable Laws. infoUSA shall indemnify, defend, and hold harmless Client from and against any and all Damages, to the extent such Damages arise out of or relate to the following: (a) the gross negligence or willful misconduct of infoUSA or its representatives in the performance of infoUSA's obligations under this Agreement; or (b) any claims that Client has violated or infringed the intellectual property rights of any third party in the use of any Product provided to Client under this Agreement or in the use of any Product as permitted by this Agreement.

7. Warranty; Limitation of Liability. Neither infoUSA nor any of its information or service providers assures or warrants or assumes any liability for the correctness, comprehensiveness or completeness of any Product. The Products are provided on an "AS IS" basis. INFOUSA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING THE MERCHANTABILITY, SUITABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OR RESULTS TO BE DERIVED FROM THE USE OF ANY LICENSED DATA, PRODUCTS, SOFTWARE OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT.

NEITHER INFOUSA NOR ITS SUPPLIERS SHALL BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OR "COSTS OF COVER" (INCLUDING, WITHOUT LIMITATION, COSTS OF PROCURING SUBSTITUTE PRODUCTS) WHICH ARISE OUT OF THE PURCHASE, SALE AND/OR USE OF THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY OF SUCH DAMAGES ARISING OUT OF OR IN CONNECTION WITH MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, DEFECTS, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, WHETHER SUCH DAMAGES ARE ASSERTED IN AN ACTION BROUGHT IN CONTRACT, IN TORT OR PURSUANT TO SOME OTHER THEORY AND WHETHER THE POSSIBILITY OF SUCH DAMAGES WAS MADE KNOWN OR WAS FORESEEABLE. Client further acknowledges that infoUSA's maximum aggregate liability to Client under any legal theory (including negligence) for damages arising directly or indirectly out of the licenses granted herein and/or use of the Products will not in any event exceed an amount equal to the Fees actually paid by Client for the affected Product for the twelve (12)-month period immediately preceding the claim.

8. Governing Law. The validity and effect of this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without regard to its conflict of laws rules. All legal proceedings relating to the subject matter of this Agreement shall be maintained in the state or federal courts sitting in Douglas County, Nebraska and each party agrees that jurisdiction and venue for any such legal proceedings shall lie exclusively with such courts. **Notwithstanding the foregoing, infoUSA acknowledges that governmental entities are governed by the laws of the state in which they are organized. As such infoUSA waives enforcement of the portion of this Agreement which requires the use of Nebraska law and Nebraska courts, where Client is a governmental entity.**

9. Intellectual Property Rights. infoUSA shall be the sole and exclusive owner of all right, title and interest in and to the Products. Except for the limited license granted to Client hereunder, nothing in this Agreement shall be deemed to grant license rights, ownership rights or any other intellectual property rights in any materials owned by infoUSA.

10. Assignment and Binding Effect. Client may not assign this Agreement without prior written consent of infoUSA. This Agreement shall be binding upon and shall benefit the parties and their respective successors and permitted assigns.

11. Non-Solicitation. During the term of this Agreement and for twelve (12) months thereafter Vendor and Client shall not directly or indirectly solicit for employment any person employed then or within the preceding twelve (12) months by the other party, without the other party's consent in writing. The foregoing prohibition does not include general public solicitations for employment.

12. Notices. Any notices to be given hereunder, including any notice of a change of address shall be in writing and shall be deemed validly given if (a) delivered personally; (b) sent by overnight or second day express delivery service; or (c) sent by registered or certified mail, postage prepaid, return receipt requested and addressed to such party at the address indicated for such party on the first page of this Agreement or at such other address as a party may indicate in a written notice to the other party.

13. General. No amendment of this Agreement shall be valid unless it is in writing and signed by both parties. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party making the waiver. Any waiver of a breach or observance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach. The provisions of Sections 3, 6, 7, 8, 9 and 11 shall survive any expiration or termination of this Agreement. If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall be construed as if such invalid or unenforceable provision had never been a part of this Agreement but in a manner so as to carry out as nearly as possible the parties' original intent.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any prior agreements between the parties regarding such subject matter.

IN WITNESS WHEREOF, the parties' duly authorized representatives have executed this Agreement on the Effective Date.

University of CA San Diego. CLIENT

Signature: [signature removed] _____

Name: _____

Title: _____

Date: 3/24/06 _____

infoUSA, VENDOR

Signature: [signature removed] _____

Name: Fred Vakili _____

Title: CAO _____

Date: 3-29-06 _____

**SCHEDULE A
AUTHORIZED USE & SPECIAL TERMS**

ACCOUNT/BILLING PHONE NUMBER: [text removed]

CLIENT NAME: University of CA San Diego

INITIAL TERM: one (1) year beginning on January 27, 2006 and expiring on January 27, 2007.

Client agrees to purchase the Products selected below dating the Initial Term of the Agreement. In consideration for the Products Client shall pay infoUSA an annual Fee of [text removed] within thirty (30) days of the Effective Date.

The Fees due for Renewal Terms are subject to change. If the Fees for a Renewal Term will change from the Initial Term or a previous Renewal Term (if applicable) infoUSA will provide Client with notice of such change.

Purchase Order Number (where applicable):

Authorized Use: Subject to the terms and conditions of the Agreement, Client's subscription includes access to the following Product:

	Products	Stand Alone	Network to workstations within the main location	Network to additional sites	Remote Access*
	Corp Tech Web Directory				
X	Bronze Package – Unlimited search & view No web downloads; Includes CorpTech Directory, 2 User license		X		
	Silver Package – Unlimited search & view 40,000 web downloads; Includes CorpTech Directory, 2 User license				
	Gold Package – Unlimited search & view Unlimited web downloads; Includes CorpTech Directory, 2 User license				
	Corp Tech Directory				
	Number of authorized Users (if more than 2)				

Technical support and staff training (on-site or via conference call) are included in Client's subscription and are available upon Client's request.

*Remote Access is for a users' personal, non-commercial use only.

Account Access Description & Special Terms (if applicable):

- infoUSA does have your tax-exempt certificate on file; thus, no taxes will apply.
- If Client is tax exempt, please fax tax exempt certificate to [text removed].

