



Agreement Terms & Conditions

The Client's purchase of an order on <http://www.broadbandtrends.com> confirms the Client's agreement to the following General Terms and Conditions:

1. **Invoices and Payment.** The Client shall be billed for the total amount shown of the purchase together with all applicable taxes, shipping, and other charges. Payment in full is due upon purchase. All sums are non-cancelable, and payments are non-refundable. Without prejudice to any other rights, the Company may assess interest at the rate of 1.5% per month on past due amounts, or the maximum rate permitted by applicable law, whichever is less.

2. **License Grant.** Broadbandtrends LLC (the "Company") hereby grants to the Client, and the Client hereby accepts, subject to these General Terms and Conditions, a non-exclusive license to use the information, products and services ordered via the website. The Client acknowledges that the Company is the owner of, and retains all right, title, and interest in and to, all information, products, and services furnished by the Company to the Client, including, without limitation, analyses, opinions, advice, documents, materials, methods, specifications, and other deliverables (the "Deliverables"). The Deliverables are for the exclusive use of the Client identified on the Order Form, unless otherwise specified on the Order Form. The Client agrees not to reproduce, distribute, disseminate, disclose, or otherwise make use of such Deliverables in whole or in part except within the Client's company or work force. All complete or partial copies of any Company-furnished documents made by the Client must include the Company's copyright notice ("© Broadbandtrends LLC. All rights reserved.") and any other proprietary rights notices of the Company appearing on such documents. The Company reserves the right to terminate this Agreement and the license granted herein immediately if the Client reproduces, distributes, disseminates, discloses, or otherwise makes use of any document or other deliverable in contravention of this Agreement.

3. **Disclaimer of Warranties and Waiver of Liability.** The Deliverables furnished by the Company to the Client pursuant to this Agreement are based on qualitative and/or quantitative research methods and the professional expertise of the Company's staff. The Company has used its best efforts and judgment to prepare and present such Deliverables and believes the information, opinions and advice provided in such Deliverables to be reasonably accurate and based on the reasonable judgment of its staff as of the date furnished.

NOTWITHSTANDING THE FOREGOING, THE COMPANY MAKES NO WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SOURCES AND CONTENT OF SUCH DELIVERABLES, INCLUDING, WITHOUT LIMITATION, A DISCLAIMER OF ANY WARRANTY OF NONINFRINGEMENT BY THE DELIVERABLES AND A DISCLAIMER OF ANY WARRANTY OF FITNESS OR SUITABILITY OF THE DELIVERABLES FOR A PARTICULAR PURPOSE.

THE CLIENT AGREES THAT ALL DELIVERABLES ARE FURNISHED BY THE COMPANY TO THE CLIENT WITHOUT RESPONSIBILITY OR LIABILITY BY THE COMPANY TO THE CLIENT FOR ANY INJURY, DAMAGE OR OTHER LOSS THAT THE CLIENT MAY INCUR BY RELYING UPON SUCH DELIVERABLES. The Company reserves the right to change the content of the Deliverables provided pursuant to this Agreement during the term hereof.

4. **Term and Termination.** This Agreement constitutes an irrevocable and non-cancelable commitment by the Client and may not be terminated by either party except as expressly set forth herein. This Agreement shall become effective when signed by the Client and shall remain in effect thereafter for the duration of the Deliverables for which the Client has subscribed on the Order Form unless earlier terminated in accordance herewith. The provisions of these General

Terms and Conditions shall survive the termination or expiration of this Agreement.

5. **Additional Relief.** In addition to any other remedy provided by this Agreement or at law or in equity for a breach of this Agreement, in the event of any such breach the Company may suspend performance hereunder or, in its discretion, may terminate this Agreement by giving the Client written notice of such breach, unless such breach is cured within thirty (30) days following such notice.

The Client acknowledges that monetary damages may not be an adequate remedy for a breach of this Agreement, and that the Company shall have the right to injunctive relief against any such breach by the Client without posting bond (unless bond is required by law) and without showing actual damages.

No right or remedy herein conferred on or reserved is intended to be exclusive of any other remedy or right, and each and every right or remedy shall be cumulative and in addition to any right or remedy given hereunder, or existing at law or in equity.

6. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter contained in this Agreement which are not fully expressed herein.

7. **Amendments.** This Agreement may be amended only by a written amendment signed by each of the parties.

8. **Expenses, Costs and Attorneys' Fees.** In the event of any controversy, claim, or dispute between the parties arising out of or relating to this Agreement or the breach hereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, costs, and attorneys' fees.

9. **Binding Effect.** All terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by, the respective assigns and successors of the parties; provided, however, that the Client may not assign this Agreement or any part thereof without the prior written consent of The Company.

10. **Notices.** All notices required or permitted by this Agreement shall be in writing and shall be addressed to the parties at their respective addresses signified on the attached Order Form. Notice shall be sufficiently given for all purposes as follows: (a) when personally delivered to the recipient, in which case notice is effective on delivery; (b) when mailed by certified mail, postage prepaid, return receipt requested, in which case notice is effective on receipt if delivery is confirmed by a return receipt; or (c) when delivered by overnight delivery service, charged prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service. Either party may change its address by giving written notice thereof to the other party in accordance with the provisions of this paragraph.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to conflicts of law principles.