

Business Wire Membership Terms and Conditions

Effective As Of September 1, 2007

A. Licenses, Acknowledgements and Warranties.

A registered Business Wire member submitting material to Business Wire for distribution ("Company") grants Business Wire the rights to distribute, display, reproduce, reformat, translate, archive, license, edit, modify and create derivative works and/or excerpts of any such material as part of Business Wire's products and services (and the promotion of same).

Company warrants and represents that the content of all materials submitted to Business Wire will be accurate and original; that Company owns or is an authorised licensee in the material provided to Business Wire for distribution; that the material will not violate or infringe upon on copyright, trademark or other intellectual property, proprietary, personal, privacy or other rights worldwide of other persons; that the material does not contain anything defamatory or any viruses, scripts, macros or programs, or links to scripts, macros or programs; and that the material complies with all applicable laws and regulations. Company further warrants and represents that all recipients included on any distribution list provided by Company to Business Wire have expressly consented to receive advertising and/or promotional email messages from Company.

Business Wire reserves the right to refuse copy deemed inappropriate or not properly sourced. Membership may be revoked for violations of these Business Wire Terms and Conditions (the "Terms and Conditions") or Terms of Use at www.BusinessWire.com. Business Wire reserves the right to change prices and product/service specifications without notice. Company understands and agrees that material submitted via Business Wire's website ("Site") or any other use of Business Wire services are also subject to the Terms of Use at www.BusinessWire.com.

B. Payment Terms.

First usage must be paid in advance by credit card unless other prior arrangements are made. Payment terms thereafter are net due upon receipt, and charges become overdue after 30 days. If the account becomes delinquent, Company acknowledges and agrees that Business Wire may demand payment of the balance owed in full, with accrued interest according to applicable laws and late charges. If Company's banking institution does not honour any payment to Business Wire due to insufficient funds, Company agrees to pay Business Wire a processing fee equivalent to US \$25.00 per incident.

In the event of a default on the balance owed, Company agrees to pay all costs of collection, including legal fees and costs, which are incurred by Business Wire or its agents. In addition, Company acknowledges that any special considerations on pricing or service may be negated upon default of balance owed.

C. Term.

Term of membership is one year from date of application with automatic annual no-cost renewal for as long as Company continues to use Business Wire services, or until such time as either party notifies the other to terminate with or without cause. These Terms and Conditions, including any revisions, remain in effect for the duration of the membership.

D. Indemnity and Limitation of Liability.

Company will indemnify and hold harmless Business Wire and its parent company, affiliate and subsidiary companies, officers, directors, employees, licensees, successors and assigns, including those licensed or authorised by Business Wire to transmit and distribute materials, from any and all liabilities, damages, judgments, claims, costs, losses and expenses (including reasonable legal fees and costs) arising out of or related to any and all claims alleging conduct that would amount to a breach of any of Company's representations and warranties in the Membership Agreement, including these Terms and Conditions.

BUSINESS WIRE SHALL NOT BE LIABLE TO

COMPANY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF BUSINESS WIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM OR RELATED IN ANY WAY TO ANY PROVISION OF THIS AGREEMENT (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. IN NO EVENT SHALL BUSINESS WIRE BE LIABLE TO COMPANY FOR AN AMOUNT GREATER THAN THE PAYMENTS MADE BY COMPANY TO BUSINESS WIRE FOR THE PRODUCTS AND SERVICES PROVIDED PURSUANT TO THE TERMS OF THIS AGREEMENT. Some jurisdictions do not allow the exclusion of liability for incidental or consequential damages, so some or all of the above exclusions or limitations may not apply.

E. Force Majeure.

If Business Wire is prevented or delayed in or from performing any of its obligations under the Agreement due to circumstances beyond its control, including but not limited to governmental acts, war, riots, strikes or trade disputes (including by and with our own employees), technical failure, general availability or the internet, power failure, communications failure, weather, flood, fire or explosion, natural or local emergency, Business Wire shall not be liable for any resulting failure to provide services hereunder.

F. Entire Agreement, Severability, Successors and Assigns.

The Membership Agreement, including these Terms and Conditions, constitutes the entire agreement between the parties, supersedes any prior agreements whether oral or in writing, and shall bind and inure to the benefit of the parties and their successors and assigns. If any provision of the Membership Agreement, including these Terms and Conditions, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

G. Governing Law, Venue and Attorneys Fees.

The Membership Agreement, including these Terms and Conditions, shall be governed by and construed in accordance with the laws of the United States and the State of California. Any dispute arising under or related in any way to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of San Francisco, California. In the event of litigation to enforce any provision of the Membership Agreement, including these Terms and Conditions, the prevailing party will be entitled to recover from the other party its costs and fees, including reasonable legal fees.

H. Change in Terms.

In the event of a change in these Terms and Conditions, Business Wire shall provide written notice and allow Company 30 days to respond before the change takes effect. Rejection of new Terms and Conditions must be conveyed to Business Wire in writing. Company's failure to respond in writing and/or its continued use of Business Wire services after the 30-day notice period has expired shall constitute its acceptance of and agreement to such changes. Any changes to the Terms of Use at www.BusinessWire.com shall become effective as set forth in Section F of those Terms of Use.

Initials: _____
Authorised Company Representative