



The Subscriber agrees to enter into a subscription agreement with WinStar International (“WSI”) for the purpose of having access to the WinStar<sup>TM</sup> suite of services through the WinStar<sup>TM</sup> Website (“The Website”) and all related search, research and other materials provided in accordance with the level of service subscription applied for by the Subscriber and defined within the application form, subject to the following terms and conditions:

### 1. Membership

1. WSI hereby grants to the Subscriber the non-exclusive, non-transferable right to access and use the products and services contained in the WinStar<sup>TM</sup> Website (“Subscribed Products and Services”) and provide the Subscribed Products and Services to the Authorized User (as defined herein) subject to the terms and conditions of this Agreement.
- 1.2 Subscriber agrees the Subscribed Products and Services provided are not transferable and any unauthorized use may result in suspension or cancelation of access to said Subscribed Products and Services. Each Subscription Agreement shall be limited to one Authorized User identified below.

User: \_\_\_\_\_ email: \_\_\_\_\_  
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- 1.3 The Authorized User may access, search, browse, and view the Subscribed Products and Services; and print, download, and store the individual items from the Subscribed Products and Services for the exclusive purposes of research, training, education and/or information by the Authorized User.
- 1.4 Subscriber and its Authorized User agree not to abridge, modify, translate, or create any derivative work based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized User; remove, obscure, or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products and Services; use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index, or disrupt the working of the Subscribed Products and Services; substantially or systematically reproduce, retain, or redistribute the Subscribed Products and Services; and post individual items from the Subscribed Products or Services on social networking sites.

### 2. Intellectual Property

- 2.1 The Subscriber acknowledges that all right, title, and interest in and to the Subscribed Products and Services remain with WSI, except as expressly set forth in this Agreement, and that the unauthorized redistribution or dissemination online of the Subscribed Products and Services could materially and irreparably harm WSI.
- 2.2 Subscriber acknowledges that the Subscribed Products and Services are protected under trademark and copyright to WSI and are not intended to be used as legal documents for commercial use.
- 2.3 Further, no right, title, or interest is given to Subscriber in conjunction with the use of WinStar<sup>TM</sup> trademarks or the goodwill associated therewith. Subscriber may not copy or reproduce any of the WinStar<sup>TM</sup> trademarks without the express, written consent of WSI and no WinStar<sup>TM</sup> trademark may be replicated or affixed to other documents by the Subscriber without the expressed permission of WSI. Any use by Subscriber of the WinStar<sup>TM</sup> trademarks would inure to the benefit of WSI.

### 3. Obligations

- 3.1 WSI will make the Subscribed Products and Services accessible to the Subscriber and its Authorized User from The Website or as may be otherwise set forth herein.
- 3.2 WSI will use reasonable efforts to provide the Subscribed Products and Services with a quality of service consistent with industry standards to the Subscriber and its Authorized User.
- 3.3 The Subscribed Products and Services are regularly updated. WSI reserves the right to change, alter or withdraw contents from time to time from the Subscribed Products and Services content that may no longer be relevant in the interest of keeping the website updated for Subscriber use. WSI reserves the right to update and keep current the Subscribed Products and Services included within The Website as necessary.
- 3.4 The Subscriber will take appropriate measures to protect against the misuse or unauthorized access, whether by the Subscriber or any third party, through or to (a) the Subscriber’s credentials used to access the Subscribed Products and Services; and (b) the Subscribed Products and Services and/or information derived therefrom; manage identification, use, access and control of all credentials used to access the Subscribed Products and Services in an appropriately secure manner, including, but not limited to, by: a) limiting access to and use of the Subscribed Products and Services to the Authorized User, and notifying any Authorized User of the usage restrictions set forth in this Agreement that they must comply with such restrictions; b) deactivating without undue delay, any credentials when no longer needed or where access presents a security risk; c) implementing appropriate policies and procedures to seek to ensure that all use of the Subscribed Products and Services is for its legitimate business purposes and in compliance with all terms and conditions herein; and d) informing WSI, promptly upon becoming aware of any unauthorized use of the Subscribed Products and Services, and taking appropriate steps to end such activity and to prevent any recurrence.

In the event of any unauthorized use of the Subscribed Products, WSI may suspend the access of the Subscribed Products and Services.

3.5 The Subscriber agrees that the Subscriber will have in place policies and procedures, which will be reviewed by the Subscriber, covering the administrative, physical, and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction, and control of information. The Subscriber will promptly notify WSI if it determines that there has been a breach of such safeguards if such breach results in a compromise of any information provided hereunder and cooperate with WSI's reasonable requests surrounding such breach including taking appropriate steps to end such activity and to prevent any recurrence.

#### **4. Term**

4.1 This Subscription Agreement is valid for an initial period of (12) months from the execution date hereof.

4.2 This Subscription Agreement will renew annually unless notice of cancelation is received from Subscriber (30) days in advance of the expiry. Subscription applies only to the receipt of products and services and does not entitle Subscriber to any equity ownership interest in WSI.

#### **5. Subscriber Fees.**

5.1 WSI offers multiple services that provide access to different Subscribed Products and Services. Subscriber agrees to pay and WSI agrees to accept the following basic fees for the membership services ("Subscription") of WSI described below:

1. Standard Membership Subscription – a yearly membership subscription fee of \$10,000 payable by check or wire transfer giving Subscriber an entitlement to full access of the WinStar™ website, services, sample documents, webinars, publications (the "Materials").
2. Searches: Members shall be entitled to acquisition, sale, and/or licensee searches including the following:
  - a. Acquisition, Licensing, and/or Strategic Partnership Search Fee are quoted on an independent basis per search; and
  - b. Customized search and research reports which will be fee quoted at the time of the membership application based upon Subscriber requirements

All additional research and search fees are due and payable on the following terms 50% upon receipt of the service request and 50% upon delivery of the services. Such additional services (as with the Subscription Agreement fee) are payable by wire, check, VISA, MasterCard, or American Express.

5.2 WSI reserve the right to change the Subscription or adjust pricing for our products, services or any components thereof in any manner and at any time as may be determined in the sole and absolute discretion of WSI. Except as otherwise expressly provided for in the Subscription Agreement, any price changes or changes to the Subscription will take effect following advanced notice to Subscriber with notice no less than 30 days prior to the renewal date of the Subscription.

#### **6. Warranties and Indemnities**

6.1 WSI represents that the sources of its research are from third party data providers and disclaims any responsibility with respect to accuracy or independent verification. WSI warrants that the Materials do not infringe the copyright of any third party. WSI warrants that it owns or has access rights to all Materials, free from any encumbrances as to title or ownership.

6.2 Subscriber agrees that any research provided by WSI is not intended to represent a specific valuation or fairness opinion and is not intended for publication to third parties. It will be used by Subscriber only for Subscriber to advance or consider, as the case maybe, options for the purchase, license or sale of any target business, assets, or technologies.

6.3 Subscriber confirms that by accepting this Subscription Agreement, any Acquisition, Sales, Licensing or Strategic Partner searches offered and prepared by WSI will be based upon information provided through third party sources and which may contain errors or omissions depending upon the data which is submitted to those third-party sources. WSI cannot be held liable in any way for the results of search information obtained pursuant to information and other material uploaded by Subscriber to facilitate any searches. No warranty can therefore be given by WSI with respect to information or accuracy thereof provided by WSI. There can be no expectation whether expressed or implied, and no representation is made, that the use of the WSI research facility will result in completion of a transaction. Factors of competition, volatility, capital markets, and other factors are all beyond the control of WSI and may from time to time impact the results of WSI research, services, and results.

6.4 WSI does not warrant the accuracy or adequacy of any of the information, data, software or products contained in any of the Subscribed Products and Services, the performance thereof, or the results obtained by your use thereof. THE WARRANTIES DESCRIBED IN SECTION 6.1 AND 6.3 ARE THE ONLY WARRANTIES OF ANY KIND PROVIDED BY WSI. WSI DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY ADD-ON SERVICES.

6.5 WSI SHALL NOT BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES THAT ARISE OUT OF OR RELATE TO THE SUBSCRIPTION, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any and all liability shall be limited to the amount of the annual subscription.

In addition to and notwithstanding the foregoing, in no event shall the cumulative liability of WSI exceed the total amount of the fees paid by Subscriber during the applicable twelve (12) months of the Subscription.

The disclaimer of warranties and limitations of liability set forth herein shall apply to the extent that such disclaimer or limitation of liability does not violate any applicable law or regulation.

## 7. Miscellaneous

7.1 This is a commercial agreement between WSI and Subscriber, who warrants that by signing this Subscription Agreement, has considered the terms and taken such corporate legal advice as it in its commercial considerations deems appropriate or necessary. This Subscription Agreement is not an agreement for a retail service but a Commercial Agreement for Commercial purposes, there is therefore no right to cancel following the making of the application for the Subscription until thirty days prior to the conclusion of the twelve (12) month subscription period and if thereafter the Subscription shall renew at the conclusion of the next and subsequent twelve (12) month periods.

In addition to and notwithstanding the foregoing, either party may cancel the Subscription Agreement if the other party is in material breach thereof by providing written notice of breach to the other party describing the nature of the breach. A party receiving notice of breach shall have thirty (30) days to cure the breach. If the party receiving notice of breach has not cured the breach within such thirty (30) day period, the Subscription Agreement shall automatically end.

7.2 Following cancellation or termination of the Subscription Agreement, Subscriber shall promptly return to WSI any copies of the Materials in Subscriber's possession or under its control.

7.3 Following cancellation or termination of the Subscription Agreement, all confidentiality obligations, obligations to return materials, limits on liability, and dispute resolution provisions shall survive and continue in full force and effect.

7.4 WSI values your privacy. The research information provided to Subscriber is confidential to Subscriber and WSI. Should Subscriber wish to secure confidential transmission of any information prepared by WSI to any third party, Subscriber must seek the agreement of WSI who we will provide a secure document link. Such link is also available should Subscriber wish to receive any research information in the first instance in that way.

7.8 The Laws of the State of Connecticut shall apply to all terms of this Subscription Agreement and the Superior Court of Connecticut shall be, in the event that any dispute cannot be resolved by mediation or mutually agreed arbitration, the final arbiter of any disputes. Should any terms in this Subscription Agreement be, in any way, the subject of a Court ruling the Subscription Agreement shall remain in effect in so far as all and any other parts of the Subscription Agreement are unaffected by any such Court ruling.

7.9 The Subscription Agreement constitutes the complete agreement between the parties with respect to the subject matter described herein, merging and superseding any prior or contemporaneous agreements. The Agreement can only be amended by a written amendment signed by both parties.

7.10 If any provision of the Subscription Agreement becomes invalid, illegal, void, or unenforceable under any law that is applicable to the Subscription Agreement, each such provision shall be deemed amended to conform to applicable law or, if it cannot be amended without materially altering the terms of the Subscription Agreement, such provision shall be deleted.

7.11 All notices or communications given or sent pursuant to this Subscription Agreement shall be sent in writing and delivered to WSI at the address specified: WinStar International, Winchester House, 445 Orange St., New Haven, CT 06511, USA. **Email: david.bowen.phd@winstarcap.com**

By signing below, you confirm acceptance of the terms of this Subscription Agreement. Accepted and Agreed:

*By ticking this box I accept the terms and conditions of the above Membership Subscription*

### (Subscriber/User)

Name: \_\_\_\_\_

Company/Organization: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_



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