

## SUBSCRIPTION AGREEMENT

PLEASE READ THIS AGREEMENT AND INDICATE YOUR ACCEPTANCE BY CLICKING THE [*"I ACCEPT/AGREE" BUTTON OR "I ACCEPT/AGREE" HYPERTEXT LINK*] AT THE BOTTOM OF THIS WEB PAGE. ACCEPTANCE OF THIS AGREEMENT MEANS THAT YOU ARE BOUND BY THE TERMS OF THIS AGREEMENT AND ANY AMENDMENTS THERETO AFTER THIS DATE.

This Agreement is between you, the subscriber ("Subscriber") and RDLB, Inc., an Illinois corporation ("RDLB"). RDLB agrees to provide those persons who have assented to the terms of this Agreement ("Subscribers") certain periodic reports published by RDLB by means of a PDF file delivered via Internet to Subscriber's E-Mail Address. Subscriber agrees to pay the Subscription Fee to RDLB according to the terms of this Agreement and to abide by the restrictions imposed by this Agreement.

### 1. *Definitions.*

1.1 "*RDLB Web site*" means the Web site located at the URL <http://www.nospinforecast.com>.

1.2 "*Acceptance*" means that the Subscriber has accepted the terms of this Agreement and has manifested said acceptance by clicking on the [*"I Accept/Agree" button or "I Accept/Agree" hypertext link*] at the bottom of this Agreement.

1.3 "*Subscribers*" means those persons or entities who have assented to the terms of this agreement, or an equivalent past agreement, whereby they have authorized the delivery by RDLB to their E-Mail Address of certain periodic reports prepared by RDLB.

1.4 "*User Name*" means the name that the Subscriber shall provide to RDLB, along with the E-Mail Address, which allows Subscriber to receive RDLB's periodic reports.

1.5 "*E-Mail Address*" means the e-mail name and/or address that the Subscriber shall provide to RDLB and to which RDLB will deliver PDF files containing the periodic reports published by RDLB that Subscriber has subscribed to receive.

1.6 "*Subscription Fee*" is the payment plan which has been enumerated in this Agreement and which Subscriber agrees to pay to RDLB for the periodic reports subscribed to by Subscriber.

1.7 "*Information Entry Page*" means the Web page that shall be downloaded to Subscriber's computer after Subscriber accepts this Agreement.

1.8 "*Intellectual Property*" means all intellectual property rights, title, and interest pertaining to the charts, summaries, analyses, forecasts and other information presented to

Subscriber under this Agreement. RDLB is the owner of all Intellectual Property and has the exclusive right to grant licenses to such Intellectual Property.

## 2. *RDLB's Duties.*

2.1 *RDLB's Services.* RDLB is engaged in the business of performing analyses of economic data, preparing forecasts based on its analyses, and publishing periodic written summaries of its analyses and forecasts. These periodic publications are distributed by the Internet and are available to Subscribers.

2.2 *Privacy of Subscriber's Information.* RDLB shall not disclose to third parties any personal information which Subscriber provides to RDLB through the Information Entry Page. The information which a Subscriber provides to RDLB through the use of the Information Entry Page shall be used solely by RDLB for the purposes of billing and notifying Subscriber of any changes to this Agreement or the RDLB Web site, or for any other purpose which RDLB deems necessary to carry out its duties under this Agreement.

2.3 *Periodic Reports to be Provided by RDLB.* RDLB shall deliver its periodic reports in a PDF file via the Internet to a Subscriber's E-Mail Address. The PDF files will be delivered in a timely manner after each report has been published by RDLB during the term of Subscriber's Subscription.

- *Single User - Electronic Delivery.* RDLB shall deliver to a Single User - Electronic Delivery Subscriber's E-Mail Address via the Internet customized PDF files containing the monthly installments of ***The Employment Situation Report AND The Overview and Outlook Report AND any occasional special reports that may be issued from time to time.*** A Single User - Electronic Delivery Subscriber may personally view the report on the Subscriber's computer monitor, may make a single backup copy of the PDF files to store on a removable or hard disk, and may print a single copy of the report for his or her personal use, provided that such copy shall include the statement "Copyright [Year] by RDLB, Inc."

2.4 *Unauthorized Access.* In the event that Subscriber determines that another party has gained access to Subscriber's User Name and E-Mail Address, RDLB may require that Subscriber provide a new E-Mail Address and shall thereafter delete the old E-Mail Address.

## 3. *Subscriber's Duties.*

3.1 *Payment.* Subscriber agrees to pay RDLB a fee during the term of this Agreement. The fee is defined by the Terms of Payment.

3.2 *Information Entry Page.* Subscriber shall enter and forward to RDLB truthful and factually accurate information on the Information Entry Page. Subscriber shall provide credit

card information on the Information Entry Page which RDLB shall use according to the Terms of Payment.

3.3 *Intellectual Property Ownership.* Subscriber acknowledges and agrees that RDLB's services, written summaries, economic analyses and forecasts used in connection with the services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Subscriber further acknowledges and agrees that the content contained in the RDLB written summaries, economic analyses and forecasts or other information presented to Subscriber through RDLB's services are protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. Except as expressly authorized by RDLB, Subscriber agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on RDLB's services in whole or in part.

3.4 *Availability of Access.* Subscriber recognizes that the traffic of data through the Internet may cause delays during the delivery of the PDF files containing RDLB's published reports to Subscriber's E-Mail Address and shall not hold RDLB liable for delays which are ordinary in the course of Internet use.

4. *Intellectual Property Ownership.* RDLB grants to Subscriber a personal non-transferable and non-exclusive right and license to use its Intellectual Property; provided that Subscriber does not (and does not allow any third party to) copy, modify, or create a derivative work of, reverse engineer or otherwise attempt to discover the underlying analytical models, or sell, assign, sublicense, grant a security interest in or otherwise transfer any right in RDLB's services and Intellectual Property.

5. *Length of Agreement.* The parties agree that Subscriber may determine the length of the term of this Agreement. Subscriber shall notify RDLB in writing, by phone, or by e-mail of Subscriber's desire to terminate this Agreement. RDLB reserves the right to terminate this Agreement should Subscriber violate any term of this Agreement, or at RDLB's discretion, provided that RDLB notify Subscriber no less than thirty (30) days in advance.

6. *Terms of Payment.* Subscriber shall pay a fee to RDLB during the course of this Agreement:

A single payment in the amount specified on the subscription page of the website as of the date the subscription was entered via Credit Card; Subscriber will provide all necessary credit card information on the Information Page.

The subscription will be for a term of 12 (twelve) consecutive months running from the month of the date of the first payment.

***All sales are final. No refunds.***

There is a one-year minimum subscription requirement for all Subscription types.

7. *Information Entry Page.* Subscriber shall be prompted to enter the following information on the Information Entry Page after indicating Acceptance of this Agreement. The Information Entry Page shall request the following information:

- Subscriber's first and last names, or business name, if applicable;
- Subscriber's mailing address;
- Subscriber's credit card information, including billing address, if applicable;
- Subscriber's telephone number;
- Subscriber's desired User Name and E-Mail Address.

The Information Entry Page shall also ask Subscriber to enter voluntary information which shall be used solely for the purposes of determining the profiles of RDLB's Subscribers.

8. *Choice of Law.* This Agreement and the relationship between RDLB and Subscriber shall be construed and controlled by the laws of the State of Illinois without regard to its conflict of laws provisions. Any dispute concerning or breach of the terms of this Agreement will be governed by the laws of the State of Illinois, and Subscriber and RDLB agree to submit to the personal and exclusive jurisdiction of the courts located in the County of DuPage, Illinois.

9. *Indemnification.* RDLB shall not undertake to resolve any disputes or litigation on Subscriber's behalf involving use of the services described herein, and Subscriber agrees that it shall indemnify, hold RDLB harmless and defend RDLB against any disputes involving use of the RDLB Web site and any loss of information provided to RDLB by Subscriber including, without limitation, any of Subscriber's personal information as set forth on the Information Entry Page.

10. *Disclaimers and Limitations of Liability.* THE SERVICES AND INFORMATION PROVIDED BY RDLB ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND TO SUBSCRIBER OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ACCURACY OF INFORMATIONAL CONTENT, AND NON-INFRINGEMENT. RDLB, INC. SHALL NOT BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND THAT MAY RESULT FROM THE USE OF ITS REPORTS OR THE *RDLB WEB SITE* BY SUBSCRIBER OR ANY THIRD PARTY, WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF RDLB, INC. WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS GROSSLY NEGLIGENT.

RDLB, INC. HAS MADE ALL REASONABLE EFFORTS TO INSURE THE ACCURACY OF THE DATA ON WHICH THE FORECASTS AND PROJECTIONS CONTAINED IN ITS REPORTS HAVE BEEN BASED BUT CANNOT AND DOES NOT GUARANTEE THE ACCURACY OF SUCH UNDERLYING DATA OR STATISTICS.

RDLB, INC. FURTHER ASSUMES NO RESPONSIBILITY OR LIABILITY OF ANY KIND TO SUBSCRIBER OR ANY THIRD PARTY DUE TO ANY LOSS OR DAMAGE THAT SUBSCRIBER OR ANY THIRD PARTY MAY INCUR IN THE EVENT OF ANY FAILURE OR INTERRUPTION OF THE *RDLB WEB SITE* OR THE TIMELY DELIVERY OF ITS REPORTS TO SUBSCRIBER, OR DUE TO ANY OTHER CAUSE RELATING TO SUBSCRIBER'S ACCESS TO, INABILITY TO ACCESS OR USE THE *RDLB WEB SITE* OR THE REPORTS SUBSCRIBED TO HEREUNDER, WHETHER OR NOT THE CIRCUMSTANCES GIVING RISE TO SUCH CAUSE MAY HAVE BEEN WITHIN THE CONTROL OF RDLB, INC.

SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND, AS SUCH, SOME PORTION OF THE ABOVE LIMITATION MAY NOT APPLY TO SUBSCRIBER. IN SUCH JURISDICTIONS, RDLB'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

11. *Entire Agreement.* This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the matter stated herein, and this Agreement contains all of the covenants and agreements between the parties with respect thereto. This Agreement may be amended or modified only in writing, and shall be effective upon the parties' indication of acceptance.

12. *Knowing Consent and Authority to Consent.* The parties knowingly and expressly consent to the foregoing terms and conditions. Subscriber represents it is an individual 18 years of age or older or an appropriate business entity duly qualified and in good standing, and is authorized to enter into this Agreement individually or on behalf of its respective party.

[THE "I ACCEPT/AGREE" BUTTON OR "I ACCEPT/AGREE" HYPERTEXT LINK FOLLOWS. THIS BUTTON OR LINK SHALL THEN DOWNLOAD THE INFORMATION ENTRY PAGE TO THE SUBSCRIBER'S COMPUTER]

**RDLB, INC.**  
**SUBSCRIPTION AGREEMENT**  
**INFORMATION ENTRY PAGE**

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

Date: \_\_\_\_\_

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

**or**

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

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

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Additional information if paying by Credit Card:**

Credit Card Type: \_\_\_\_\_

Card User's Name  
As it Appears on Card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Credit Card Expiration Date: \_\_\_\_\_

Credit Card Billing Address  
If Different from Above: \_\_\_\_\_