



New Constructs®

Diligence | Independence | Performance

NEW CONSTRUCTS CONTENT LICENSE AGREEMENT (Online)

This Content License Agreement (“Agreement”) is between New Constructs, LLC, a Georgia limited liability company (the “Company”), and online subscription purchaser (“Purchaser” and together with the ultimate users of the license granted hereunder, if different, hereinafter referred to collectively as “Subscriber”). **BY CLICKING “I AGREE” IN THE MEMBERSHIP REGISTRATION ON THE WEBSITE, SUBSCRIBER CONSENTS TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.**

WITNESSETH:

WHEREAS, the Company expends considerable efforts and uses proprietary methodologies to compile and maintain content, including information, communications, opinions, text, formulas, data, graphics, links, electronic art, software and other material and data formatted, organized and collected in a variety of forms, including directories and databases (collectively, the “Content”) that it licenses to subscribers; and

WHEREAS, the Company offers subscriptions to the Content through a variety of electronic methods of access and/or delivery, including but not limited to its website at www.newconstructs.com (the “Website”); and

WHEREAS, Subscriber wishes to become a registered user of the Website and to use the Content in its operations and the Company is willing to permit Subscriber access to the Website and license Subscriber the Content on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the fees paid by Subscriber to the Company and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Grant of License. Subject to the terms and conditions hereof, the Company grants to Subscriber a limited, non-transferable, non-exclusive, revocable, and non-sublicensable (except as otherwise set forth herein) license to access and use the Website and the Content only for the internal business operations of Subscriber. Subscriber agrees to advise Subscriber’s employees and agents, as applicable, of the terms and conditions of this Agreement and also agrees that any violation of this Agreement by any employee or agent of Subscriber shall constitute a violation of this Agreement by Subscriber and could result in immediate loss of access to the Website and the Content and termination of this Agreement. Subscriber hereby expressly agrees that Subscriber shall neither use nor allow the use of records, data or information obtained through access to the Website for the purpose of solicitation or any other use or practice not specifically permitted by this Agreement. Subscriber agrees that the Content will be accessed and used by only in the manner expressly authorized and permitted by the Company as set forth herein. Subscriber agrees that the Website shall not be used by Subscriber in any manner or for any purpose which is not authorized by the Company or which is likely to cause damage or disrepair to the equipment of the Company, to the Content or to the Website.



2. Term. The “Effective Date” shall be the date Subscriber registers on the Website and agrees to and accepts the terms of this Agreement via online click-through. Subscriber’s license to the Content shall begin on the Effective Date and shall automatically continue for successive one month terms for so long as Subscriber continues Subscriber’s membership and until this Agreement is terminated by either party pursuant to Section 14. The Company reserves the right to increase the fee for access to the Content (the “Subscription Fee”) at any time and from time to time during the term of this Agreement. By continuing to access the Content, Subscriber agrees to pay any increased Subscription Fee. If any such increase is unacceptable to Subscriber, Subscriber’s sole remedy shall be to discontinue accessing the Website and terminate this Agreement pursuant to Section 14. Subscription Fees and any other fees and charges associated with Subscriber’s subscription (including, but not limited to, any applicable federal, state, and local taxes) will be billed automatically to the credit card Subscriber provided at registration on the Website.

3. Subscriber Acknowledgements and Restrictions on Use.

(a) Subscriber expressly acknowledges and agrees: (i) that the Company is not a registered investment advisor; (ii) that the Content and services provided by the Company do not constitute a recommendation to buy or sell securities of any kind or any other investment advice; (iii) that the Company has not undertaken any liability or obligation relating to the purchase or sale of any securities for or by Subscriber; and (iv) that use of the Website or the Content by Subscriber is at Subscriber’s sole risk.

(b) Subscriber expressly acknowledges and agrees (i) that the Website and the Content accessible within the Website are protected by intellectual property laws, including United States patent, copyright trade secret and trademark laws; (ii) that the Website and the Content are the proprietary information of the Company or its licensors, and (iii) that the Company retains all right, title and interest in and to the Website and the Content. Subscriber shall not (1) acquire any right, title or interest in or to the Website or the Content except as expressly provided in this Agreement or (2) impair, dispute or contest the Company’s ownership of or rights in the Website or the Content.

(c) Subscriber expressly agrees that Subscriber shall not directly or indirectly: (i) disclose, sell, resell, rent, lease, sublicense, distribute, market, duplicate, modify, copy, reproduce, transmit, distribute, provide access to, publish, create derivative works from, reverse engineer, display or otherwise transfer or commercially exploit any of the Content or any portion of the Website, in whole or in part, except as expressly provided in Section 8 with respect to Insubstantial Portions (ii) provide the Website or the Content or any modified version or derivative work of the Website or the Content created by or for the Company, on a timesharing, service bureau or other similar basis, (iii) remove, obscure or alter any copyright, trademark or proprietary notice in the Website or the Content, (iv) copy the Website or the Content or any portion thereof for any purpose other than what is expressly authorized in this Agreement, (v) use or modify the Website or the Content in any way that would subject the Website or the Content, in whole in or in part, to a Copyleft License, (vi) send, store, or authorize a third party to send or store spam, unlawful, infringing, obscene or libelous material, or malicious code, (vii) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Website or the Content, (viii) use the Website or the Content or any intellectual property rights protected by applicable laws and contained in or accessible through the Website or the Content for the purpose of building a competitive product or service or copying the features or user interface of the Website or the Content, (ix) use the Website or the Content, or permit either to be used, for purposes of product benchmarking or other comparative analysis intended for publication without the Company’s prior written consent, (x) use any robot, spider, harvesting bot, scraper, site search/retrieval application, or other manual or automatic device or process to download, retrieve, index, “data mine,” scrape or in any way reproduce or circumvent the



navigational structure or presentation of the Website or the Content, (xi) use any of the Company's trademarks, or any variation thereof, as meta tags or otherwise, or (xii) display the Website or portions thereof in things ("framing" or "mirroring") without the express written permission of the Company.

(d) Subscriber expressly acknowledges and agrees that the Company reserves the right to (i) alter or delete elements of or withdraw, suspend, or discontinue any functionality or feature of the Website at any time, (ii) discontinue operating the Website without notice to Subscriber at any time for any reason in its sole discretion; and/or (iii) enhance the Website or the Content from time to time and offer additional capabilities at appropriate fees; provided that, in the event any such modification or discontinuance of the functionality or operation of the Website in subsection (i) or (ii) of this Section 3(d) occurs, the Subscriber has the right to terminate this Agreement as provided in Section 14. The continued accessing and use of the Website or any Content by Subscriber following any enhancement under Subsection 3(d)(iii) shall conclusively be deemed acceptance of such enhancement and any corresponding fee increase.

(e) The Company and the Subscriber expressly agree that they shall not: (i) post on the Website or transmit through or using the Website any unlawful, threatening, harassing, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law; or (ii) post on the Website or transmit through or using the Website any information, software or other material which contains a virus, worm, Trojan horse or other code that contains contaminating or destructive properties or other harmful components.

(f) Subscriber agrees not to: (i) restrict or inhibit any other registered user from accessing the Website; (ii) post on the Website or transmit through or using the Website any information, software, or other material which violates or infringes on the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder; or (iii) alter, damage or delete any Content.

4. Equipment and Connectivity. Subscriber is responsible for providing all hardware, software, telephone or other communications equipment and/or service to connect to the Internet and access the Website and is responsible for all Internet access charges, telephone charges or other fees or charges incurred in connecting to the Internet and accessing the Website. Subscriber agrees that Subscriber is solely responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining to (i) access to and use of the Website and the Content by Subscriber, (ii) the use of any networks or other services connected to the Website and (iii) the communication means by which Subscriber connects its, his or her computer or other equipment to the Website.

5. Username and Passwords. Upon execution of this Agreement and payment of the Subscription Fee, the Company shall provide passwords and login identifications to Subscriber. Subscriber agrees to treat all passwords and login identifications as confidential and shall not disclose them to any person for any reason whatsoever. Passwords and login identifications are granted for the term of this Agreement. In the event that the confidentiality of login identifications or passwords is breached or compromised, Subscriber shall immediately notify the Company. Subscriber is responsible for any unauthorized use and/or access to the Website that is caused by Subscriber's failure to protect the secrecy of its passwords and login identifications.



6. Website Operating Policies. The Company reserves complete and sole discretion with respect to the operation of the Website. Subscriber shall comply with the operating policies established by the Company and as amended from time to time that govern user activities in connection with the Website, which shall include the Terms of Use, Disclosures and Disclaimers, Privacy and Intellectual Property sections on the “General Legal” page of the Website (collectively, the “Website Operating Policies”), a copy of which is available on the Website and together with any amendments thereto is incorporated herein by reference. Violation of any of the Website Operating Policies by Subscriber may result in termination or suspension of Subscriber’s access to the Website. In the event of any conflict or inconsistency between the Website Operating Policies and the terms of this Agreement, the terms of this Agreement shall control.

7. Links. The Company does not control or provide, nor is it responsible for any content, goods or services, available through sites on the Internet linked to or from the Website. All such content, goods and services are made accessible on the Internet by independent third parties and are not controlled by the Company. The Company neither endorses nor is responsible for the accuracy, completeness, usefulness, quality or availability of any content, goods or services available on any site linked to or from the Website, which are the sole responsibility of such independent third parties, and the use thereof by Subscriber is solely at Subscriber’s own risk. Subscriber specifically acknowledges and agrees that the Company shall not be responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused by Subscriber’s use of or reliance on the Content or use of or reliance on any content, goods or services available on any site linked to or from the Website or Subscriber’s inability to access the Internet or any site linked to or from the Website.

8. Redistribution of Content by Subscriber. The parties acknowledge and agree that (i) Subscriber may, from time to time, in the ordinary course of Subscriber’s business, redistribute to Subscriber’s clients Insubstantial Portions (as defined herein) of the Content furnished on the Website in reports or presentations (whether in hard copy or electronic form) prepared by Subscriber and (ii) such redistribution of Insubstantial Portions of the Content shall constitute “fair use” under 17 US Code §107. Any such redistribution of the Content by Subscriber shall clearly and unambiguously cite the Company (“New Constructs LLC”) as the source and owner of the data contained in such reports or presentations and provide notice that such redistributed Content is protected under United States Copyright Laws. Notwithstanding anything herein to the contrary, if the Company notifies Subscriber that, in the reasonable business judgment of the Company, such redistribution by Subscriber, including the scope of such redistribution, involves more than Insubstantial Portions of the Content, Subscriber agrees to immediately cease any such redistribution. For purposes of this Agreement, the term "Insubstantial Portions" shall mean such portions of the Content whose amount (a) has no independent commercial value and (b) could not be used by the recipient as a substitute for the Content or access to the Website or a discrete or substantial part of either of them. Subscriber hereby agrees to indemnify and hold harmless the Company pursuant to Section 11 herein for any loss, damage, injury or expense (including reasonable attorneys' fees) suffered by the Company that arises by reason of the redistribution of Insubstantial Portions by Subscriber.

9. Disclaimer of Representations and Disclaimer of Warranties.

(a) Although the information and materials presented on the Website and included in the Content have been obtained or derived from sources believed by the Company to be reliable, the Company has not verified this information and undertakes no duty of due diligence or independent verification of any information it receives. The Company does not represent that the Content or

information provided on the Website is accurate, current or complete and it should not be relied on as such. The Company specifically disclaims responsibility for any errors or omissions in the Content.

(b) THE WEBSITE AND THE CONTENT IS PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS, AND THE COMPANY MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Neither the Company nor any of its affiliates, or their respective directors, officers, members, shareholders, employees, agents, representatives or contractors (hereinafter collectively referred to individually as a “Company Party” or collectively as the “Company Parties”) warrants that the Website, the Content or any Internet site linked to or from the Website will be uninterrupted or error free, that any errors or defects will be corrected, or that the Website, or the server that makes it available, are free of viruses, worms, Trojan horses or other code that contain contaminating or destructive properties or other harmful components. Neither the Company nor any Company Party makes any warranty as to the results that may be obtained from the use of the Website or the Content or any Internet site linked to or from the Website or as to the timeliness, sequence, accuracy, authority, completeness, usefulness, noninfringement, reliability, availability, or substance of any content, information, service, or transaction provided through the Website, including but not limited to the Content, or any site linked to or from the Website.

10. Limitation of Liability.

(a) UNDER NO CIRCUMSTANCES SHALL THE COMPANY OR ANY COMPANY PARTY, BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR ARISING FROM THIS AGREEMENT, THE WEBSITE, THE CONTENT, OR ANY INTERNET SITE LINKED TO OR FROM THE WEBSITE, OR THE USE OF THE WEBSITE, THE CONTENT, OR ANY INTERNET SITE LINKED TO OR FROM THE WEBSITE, BY SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, ANY LIABILITY FOR DAMAGES CAUSED OR ALLEGEDLY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, ELECTRICAL SURGE/DAMAGE/INTERFERENCE, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION OR TERMINATION OF ACCESS, COMPUTER VIRUS, COMMUNICATIONS LINE FAILURE, BREAKDOWN OF EQUIPMENT, SOFTWARE ERROR, INFRINGEMENT, UNAUTHORIZED ACCESS TO, OR THEFT, DESTRUCTION, ALTERATION, OR USE OF, RECORDS, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT THE COMPANY OR OF A COMPANY PARTY.

(b) UNDER NO CIRCUMSTANCES SHALL THE COMPANY OR ANY COMPANY PARTY, BE LIABLE TO SUBSCRIBER, OR ANY OTHER THIRD PARTY FOR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE ON THE WEBSITE OR THE CONTENT OR THE CONTENT CONTAINED WITHIN ANY INTERNET SITE LINKED TO OR FROM THE WEBSITE, OR THE USE OF THE WEBSITE OR THE CONTENT BY SUBSCRIBER. THE WEBSITE, THE CONTENT, AND THE CONTENT WITHIN INTERNET SITES LINKED TO OR FROM THE WEBSITE MAY INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE CONTENT; THESE CHANGES WILL BE INCORPORATED IN NEW VERSIONS OF THE WEBSITE AND THE CONTENT AND SPECIFICALLY ARE INCLUDED HEREIN. THE COMPANY MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE WEBSITE AND IN THE CONTENT AT ANY TIME AND FROM TIME TO TIME WITHOUT NOTICE TO SUBSCRIBER.



(c) SUBSCRIBER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE COMPANY IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE, FRAUDULENT, OR OTHERWISE ILLEGAL OR UNLAWFUL CONDUCT OF SUBSCRIBER. IF SUBSCRIBER IS DISSATISFIED WITH THE WEBSITE, THE CONTENT, OR THIS AGREEMENT, IN WHOLE OR IN PART, SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE. IN NO EVENT WILL THE COMPANY HAVE ANY LIABILITY TO SUBSCRIBER FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. Indemnity. Subscriber agrees to indemnify and hold the Company and each Company Party from any and all liabilities, losses, damages, claims and expenses, including reasonable attorneys' fees, arising from breach of this Agreement or any other Website Operating Policy by Subscriber, or use of or access to the Website or any Internet site linked to or from the Website by Subscriber. Subscriber shall, at Subscriber's sole cost and expense, investigate, handle, respond to and provide defense for any claim for which Subscriber gives indemnity herein, provided that, at its expense, the Company shall be afforded the right and opportunity to participate in any such investigation, defense or litigation regarding a claim for which it is indemnified through counsel of its own choosing.

12. Third Party Beneficiary Rights. The provisions of Sections 7, 9, 10, and 11 are for the benefit of the Company and each Company Party. Each of these individuals or entities shall have the right to assert and enforce those provisions directly. Except as expressly provided with respect to the Company Parties, this Agreement is not intended to and shall not be construed to confer any rights or benefits to any person or entity other than the parties hereto.

13. Representations and Warranties. Subscriber and Purchaser, if different from Subscriber, each represents and warrants to the Company that this Agreement constitutes the valid obligation of Subscriber, legally binding upon Subscriber and enforceable against Subscriber in accordance with the terms hereof. Purchaser, if different from Subscriber, represents and warrants to the Company that Purchaser has the requisite power and authority to enter into this Agreement on behalf of himself or herself as well as Subscriber and to bind Subscriber to this Agreement.

14. Termination.

(a) By the Company. The Company may terminate the right of Subscriber to access the Website at any time, with or without cause.

(i) Termination for cause. If Subscriber breaches the terms of this Agreement, exceeds the scope of the license granted herein, or in any way compromises the value of the Content, the Company may, in its sole discretion and without notice, to: (1) remove or disable access to all or any portion of the Website and the Content; (2) suspend Subscriber's access to or use of all or any portion of the Website and the Content; and (3) terminate this Agreement. If the Company terminates this Agreement under this Section, Subscriber shall remain liable for any unpaid fees and the Company will be under no obligation to refund any license fees. The Company will further have the ability to pursue any and all other remedies against Subscriber.

(ii) Termination without Cause. The Company shall refund to Subscriber any unearned Subscription Fees already paid by Subscriber if the Company terminates this Agreement without cause.

(b) By Subscriber. Subscriber may terminate this Agreement at any time without cause or cancel Subscriber's membership by visiting <https://www.newconstructs.com/membership/> while logged in to the Website. Subscriber shall remain liable for any unpaid fees through and following termination and shall remain obligated under all provisions that survive termination of this Agreement.

(c) Upon the expiration or termination of this Agreement, Subscriber may keep all originals (and any copies thereof) of any writings and other materials reflecting or incorporating the Content for internal research documentation or regulatory purposes only. TERMINATION DOES NOT RELIEVE SUBSCRIBER OF ITS OBLIGATIONS HEREUNDER REGARDING THE USE AND CONFIDENTIALITY OF THE CONTENT.

15. Notices. All notices, requests and demands to or upon the parties hereto shall be in writing and deemed to have been properly given or made when properly transmitted via email, addressed as follows or to such other email address as may be designated hereafter in writing by the respective parties:

To the Company:
support@newconstructs.com

To the Subscriber:
Email: the email address provided via the Company's website during the registration process

Such notice shall be deemed duly given (a) the date of transmission, if such notice or communication is delivered via email attachment at the email address as set forth above at or prior to 5:30 p.m. (New York City time) on a business day, or (b) the next business day after the date of transmission, if such notice or communication is delivered via email attachment at the email address as set forth above on a day that is not a business day or later than 5:30 p.m. (New York City time) on any business day. For those communications or records that the parties are otherwise required under applicable law to provide in a written paper form, the parties agree that each may provide such communications or records to the other by means of electronic communications as set forth in this Section 15.

16. Confidentiality.

(a) In connection with Subscriber's accessing of the Website, Confidential Information of the Company may be disclosed, or may have been disclosed in contemplation of the execution of this Agreement, to Subscriber. For purposes hereof, "Confidential Information" shall be any information of the Company which is treated by the Company as being confidential and proprietary or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including, without limitation, the components, capabilities and attributes of the Content and the Company's trade secrets including the Content. Subscriber covenants and agrees that neither Subscriber nor Subscriber's agents, employees, officers, directors or representatives, as applicable, will (i) disclose or cause to be disclosed any Confidential Information of the Company, except to those employees, representatives, or contractors, as applicable, of Subscriber who require access to the Confidential Information to exercise its rights under this Agreement and who are bound by written agreement, with terms at least as restrictive as these, not to disclose third-party confidential or proprietary information disclosed to such party or (ii) reproduce, copy or otherwise duplicate any Confidential Information. Subscriber will use the same degree of care that Subscriber uses to protect the confidentiality of Subscriber's own confidential information of like kind (but not less than reasonable care).

Confidential Information of the Company disclosed to Subscriber shall not be used by Subscriber for any purpose outside the scope of this Agreement. Confidential Information shall remain the property of the Company. Subscriber shall be responsible for any breach of the provisions of this Section 16 by any of Subscriber's agents, employees, officers, directors, contractors or representatives, as applicable, and shall indemnify the Company for such a breach pursuant to Section 11 of this Agreement.

(b) If Confidential Information is required to be disclosed by law, regulation or court order, such disclosure shall be permitted to the extent legally required provided that Subscriber gives to the Company reasonable prior notice to enable the Company to seek a protective order or confidential treatment prior to such disclosure. Subscriber shall return all Confidential Information to the Company upon termination of this Agreement or upon request by the Company, except that Subscriber may retain Confidential Information of the Company solely to the extent necessary for internal research documentation or regulatory purposes only subject to written notice to the Company as to what Confidential Information Subscriber is retaining and subject to continued maintenance of such information as confidential pursuant to the terms hereunder, and otherwise only with written permission of a duly authorized representative of the Company.

(c) With the exception of Confidential Information regarding the Content, its components and methods of calculation and compilation which shall survive termination or expiration of this Agreement without any time restriction, the provisions of this Section 16 shall survive termination or expiration of this Agreement for a period of two (2) years from disclosure of the last item of Confidential Information.

17. General Terms.

(a) Entire Agreement; Amendments. This Agreement, its Exhibits and Schedules, if any, and any Website Operating Policy comprise the entire agreement between the Company and Subscriber and supersedes any prior agreements, and all other prior or contemporaneous oral communications and agreements; all prior written communications and agreements with respect to the subject matter herein are merged herein and superseded. The Company may revise this Agreement or any other Website Operating Policy at any time and from time to time, and such revision shall be effective (i) ten (10) days after written notice to Subscriber when such notice is given via email or (ii) immediately when such notice is given via online messaging at login and Subscriber accepts via click-through. If any such revision is unacceptable to Subscriber, Subscriber's sole remedy shall be to discontinue accessing the Website and terminate this Agreement pursuant to Section 14. The continued accessing and use of the Website or any Content by Subscriber following notice of any such revision shall conclusively be deemed acceptance of all such revisions.

(b) Severability. If any provision of this Agreement shall be held invalid or unenforceable, that portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties and the remaining portions will continue in full force and effect.

(c) Waiver. The failure of the Company to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

(d) Governing Law. This Agreement shall be governed by the laws of the State of Tennessee, excluding its conflict of laws rules, and Subscriber submits to the exclusive jurisdiction of the courts of the State of Tennessee or the United States District Court, Middle District of Tennessee, Nashville Division, hereby expressly waiving whatever rights may correspond to it by reason of its present or future domicile.

(e) Injunctive Relief. Subscriber acknowledges that the Company will suffer substantial damages not readily ascertainable or fully compensable in terms of money in the event of the breach of any of the provisions of this Agreement. Subscriber agrees that the Company shall be entitled (without limitation of any other rights or remedies otherwise available to the Company) to obtain an injunction from any court of competent jurisdiction preventing or prohibiting the continuance or recurrence of any breach of the provisions of this Agreement.

(f) Assignment. This Agreement is personal to Subscriber, and Subscriber may not assign this Agreement or any of Subscriber's rights or obligations under the Agreement to anyone without the prior written consent of the Company. A "change of control" or sale of all or substantially all of the assets of Subscriber to another party, a transfer of equity ownership of Subscriber or merger of the Subscriber with another party or any other similar business transaction shall constitute an "assignment" by Subscriber hereunder requiring the prior written consent of the Company. The Company may assign this Agreement, upon prior written notice to the Subscriber, to an affiliate of the Company or in connection with a reorganization of the Company, the sale of all or substantially all of the assets of the Company, a merger of the Company, or any other similar business transaction.

(g) Force Majeure. All services herein shall be subject to delays caused by war, fire, flood, accident, act of God, strikes, or other differences beyond the control of the Company. In the event that the Company is unable, due to any of the foregoing contingencies, to perform any services required by this Agreement, Subscriber agrees to accept as full and complete performance of such services as the Company can make.

(h) Survival. The provisions of Sections 3, 4, 7, 8, 9, 10, 11, 12, 13 and 16 hereof shall survive the termination or expiration of this Agreement.

(i) Further Assurances. Each of the parties agrees to execute and deliver all such documents, to provide all such information, and to take or forbear from taking all such actions, as any other party may reasonably request in order to achieve the purposes of this Agreement.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic or facsimile copy of a counterpart shall have the same effect as an original.

(k) Headings. The headings in this Agreement, including all section titles or captions, are inserted for convenience only and shall not constitute a part hereof nor affect the interpretation of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto evidences the intent to be bound hereby either by causing a duly authorized officer to set his hand and seal, as of the Effective Date or by agreeing to the terms hereof via online click-through acceptance.

New Constructs, LLC

By: /s/ David Trainer
Name: David Trainer
Title: President



Subscriber _____

By: _____

Name: _____

Title: _____