

Welcome to ECGVault. PLEASE CAREFULLY READ OUR TERMS OF USE AGREEMENT. IT IS IMPORTANT TO DO SO. THE TERMS OF USE AGREEMENT IS A CONTRACT: a legally binding and enforceable agreement between you, as a user, and your organization, on the one hand, and ECG Management Consultants, Inc., on the other hand. It describes the permitted uses of ECGVault which you are about to access and your obligations in using the system.

In this Agreement, you acknowledge that your right of access and reproduction is limited. Your use of ECGVault means that you and your organization have agreed to this contract and agree to be bound by and comply with all of its terms and conditions. The use of ECGVault is restricted to employees of current survey member organizations. Access to the ECGVault is provided on the basis that the survey member agrees to not share the data outside of the member's employees, and that the data will only be utilized for internal purposes. Use of the ECGVault by individuals not employed by the member organization is strictly prohibited. Distribution of login credentials for ECGVault to third parties is strictly prohibited. Violators will be prosecuted to the full extent of the law. If you do not agree with any part of the terms and conditions contained in the attached Terms of Use Agreement, then you will not be able to login and use ECGVault.

ECGVault TERMS OF USE AGREEMENT

By accessing ECGVault and using ECGVault's products, software, services and websites (referred to collectively as the "Services"), you agree to comply with and be bound by the following terms of use. Please read the following terms carefully. If you do not agree to these terms, you cannot use our Services. The terms "ECG," "us," "we," and "our" refers to ECG Management Consultants, Inc., located at 1111 Third Avenue, Suite 2700, Seattle, Washington 98101. The term "you" refers to the user or viewer of the Services and the organization of that user or viewer.

1. Acceptance of Agreement.

You agree to the terms and conditions outlined in this Terms of Use Agreement ("Agreement") with respect to our Services. This Agreement constitutes the entire and only agreement between us and you with respect to ECGVault, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with

respect to the Services, the content, products or services provided by or through the Services, and the subject matter of this Agreement. This Agreement may be amended at any time by us from time to time without notice to you. The current Agreement will be posted on www.ECGVault.com, and you should review this Agreement each time prior to using the Services.

2. Copyright.

The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to www.ECGVault.com and ECGVault (collectively the "Sites") are copyrighted. ECG grants you a limited license to access and download certain of ECG's copyrighted data. You may not copy, redistribute, use or publish any of ECG's copyrighted materials except as explicitly permitted by this Agreement.

You do not acquire ownership rights to any content, document or other materials viewed through the Sites. ECG's posting of information or materials on the Sites does not waive any right in such information and materials.

3. Limited License; Permitted Uses.

You are granted an individual, worldwide, revocable, royalty-free, non-assignable and non-exclusive license to use the Sites and download data solely for the internal use of your organization and as part of the Services provided to you by ECG. This license is for the sole purpose of enabling you and your organization to use and enjoy the benefit of the Services as provided by ECG, in the manner permitted by this Agreement.

You may access the data on the Sites; you may review your organization data and other anonymous data compiled by ECG. You may access and download the data only for your organization's general information and internal purposes.

4. Restrictions and Prohibitions on Use.

Your license for access and use of the Sites and any information, materials or documents (collectively defined as "Content and Materials") are subject to the following restrictions and prohibitions on use.

(a) You may NOT provide any Content or Materials from the Sites to anyone outside your organization;

(b) You may NOT use any Content and Materials from the Sites in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right

of us or any third parties, including that you may not review or attempt to review any other participating organization's non-anonymized data;

(c) You may NOT remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Sites;

(d) You may NOT allow any person outside your organization to access the Sites using your login credentials. Distribution of login credentials to individuals not employed by your organization is strictly prohibited;

(e) You may NOT make any portion of the Sites available through any timesharing system, service bureau, the Internet or any other technology now existing or developed in the future;

(f) You may NOT remove, decompile, disassemble or reverse engineer any Site software or use any network monitoring or discovery software to determine Site architecture;

(g) You may NOT use any automatic or manual process to harvest information from the Site;

(h) You may NOT use the Sites for the purpose of gathering information for or transmitting (1) unsolicited commercial email; (2) email that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addressing; and (3) unsolicited telephone calls or facsimile transmissions;

(i) You may NOT use the Sites in a manner that violates any state or federal law regulating email, facsimile transmissions or telephone solicitations; and

(j) You may NOT export or re-export the Sites or any portion thereof, or any software available on or through the Sites, in violation of the export control laws or regulations of the United States.

Unauthorized use of the Sites or failure to comply with any of this Agreement's terms or conditions may result in termination of login privileges and/or give rise to claims for damages and/or criminal prosecution.

5. Trademarks.

"ECGVault" is our trademark.

6. Registration; Passwords; Non-Anonymized Data.

As part of the registration process for the Services, you have selected or been assigned a particular username and password in accordance with ECGVault's username and password guidelines.

Your organization's registration permits users under your login to access your organization's non-anonymized information (i.e. information specific to your organization which has not been made anonymous) which you provided to ECG. If you permit anyone outside your organization to login using your credentials, that person will have access to your organization's non-anonymized data. ECG is not responsible for any damage to you or your organization that results from you or anyone within your organization disclosing your password. Such disclosure is strictly prohibited.

You agree that your organization is the only entity entitled to access the sites using your username or password, and you agree not to permit others to access the services using your username or password.

You agree that all actions taken by you, or any other user that accesses the Services using your username and password, at or through the Sites will be attributed to and legally bind you, even with respect to acts for which the user had no actual authority or made an error.

You assume all resulting liability from use of the Services by you or others using your username or password.

If you believe the security of your password has been compromised, please contact ECG immediately at 1111 Third Avenue, Suite 2700, Seattle, Washington 98101 or (206) 689-2200 or ecgvault@ecgmc.com.

7. Assumption of Risk and Errors, Corrections and Changes.

Your use of any information or materials on the Sites is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this Web site meet your specific requirements.

We do not represent or warrant that the Sites will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not represent or warrant

that the information available on or through the Sites will be correct, accurate, timely or otherwise reliable.

We may make changes to the features, functionality or content of the Sites at any time without notice. We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Sites.

From time to time, the Sites may also include links to other Web sites. These links are provided for your convenience to provide further information. They do not signify that we endorse the Web site(s).

The Sites may use cookies to store your browsing preferences. The only cookie that is used is for authentication during the login process. This cookie is not a persistent cookie and is erased when the user closes the browser. There is no use of cookies to store personal or tracking data on the user.

8. Unlawful Activity.

We have the right but not the obligation to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information. Violators of this Agreement may be prosecuted to the full extent of the law.

9. Indemnification.

You agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates (collectively, "Affiliated Parties") harmless from any liability, loss, claim and expense, including reasonable attorney's fees and costs, related to your violation of this Agreement or use of the Sites.

10. Nontransferable.

Your right to use the Sites is not transferable or assignable. Any password or right given to you to obtain information or documents is not transferable or assignable.

11. Disclaimer.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on the Sites for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Accordingly, the information, content and documents from or through the sites are provided "as-is," "as available," with "all faults", and all warranties, express or implied, are disclaimed (including but not limited to the disclaimer of any implied warranties of merchantability and fitness for a particular purpose). The information and services may contain bugs, errors, problems or other limitations. We and our affiliated parties have no liability whatsoever for your use of any information or service, except as provided in Section 12(b). In particular, but not as a limitation thereof, we and our affiliated parties are not liable for any indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, litigation, or the like), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages. The negation and limitation of damages set forth above are fundamental elements of the basis of the bargain between us and you. Our sites and the products, services, documents and information presented would not be provided without such limitations. No advice or information, whether oral or written, obtained by you from us through the sites or otherwise shall create any warranty, representation or guarantee not expressly stated in this agreement.

All responsibility or liability for any damages caused by viruses contained within the electronic file containing a form or document is disclaimed.

12. Limitation of Liability

(a) We and any Affiliated Party shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from any errors in or omissions from the Sites or any services or products obtainable therefrom, from the unavailability or interruption of the Sites or any features thereof, from your use of the Sites, from the content contained on the Sites, or from any delay or failure in performance beyond the control of ECG.

(b) The aggregate liability of us and the affiliated parties, if any, in connection with any claim arising out of or relating to the Sites and/or the products, information, documents and services provided herein or hereby shall not exceed your annual survey membership fee and that amount shall be in lieu of all other remedies which you may have against us and any Affiliated Party.

13. Privacy Policy.

Our Privacy Policy, as it may change from time to time, is a part of this Agreement. You may review this Privacy Policy by going to the survey materials available upon registering for the survey.

14. Copyrights and Copyright Agents.

We respect the intellectual property of others, and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent at ecgvault@ecgmc.com the following information:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on the Site;
- (d) Your address, telephone number, and email address;
- (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the Sites can be reached by directing an e-mail to the Copyright Agent at ecgvault@ecgmc.com.

15. Legal Compliance.

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Sites and the Content and Materials provided therein.

16. Miscellaneous.

This Agreement shall be treated as though it were executed and performed in Seattle, Washington, and shall be governed by and construed in accordance with the laws of the State of Washington (without regard to conflict of law principles). Any cause of action by you with respect to the Sites (and/or any information, Documents, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in Section 11 and Section 12. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. This Agreement and all incorporated agreements and your information may be automatically assigned by us in our sole discretion to a third party in the event of an acquisition, sale or merger. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Sites is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. We reserve the right to change or modify the terms and conditions of this Agreement without prior notice. Our rights under this Agreement shall survive any termination of this Agreement.

17. Dispute Resolution and Arbitration.

Any legal controversy or legal claim arising out of or relating to this Agreement or our Services, excluding legal action taken by us to collect or recover damages for, or obtain any injunction relating to, Site operations, intellectual property, and our services, shall be settled solely by binding arbitration in accordance with the commercial arbitration rules of JAMS. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Seattle, Washington and judgment on the arbitration award may be entered into any court of competent jurisdiction. Either you or us may seek any interim, preliminary or injunctive relief from a court of competent jurisdiction in Seattle, Washington necessary to protect the rights or property

of you and us pending the completion of arbitration. Each party shall initially bear one-half of the arbitration fees and costs incurred through JAMS. The party that most substantially prevails in any arbitration or legal proceedings shall be entitled to its reasonable attorneys' fees and costs.