



Common Ground Alliance
Virtual Private DIRT
License Agreement
and
Terms of Use

You (“User”) have requested to access the CGA Damage Information Reporting Tool (“DIRT”) and the Virtual Private DIRT Reporting Tool (“Tool”). DIRT and the Tool are owned by the Common Ground Alliance (“CGA”). If you choose to access the Tool you agree to this License Agreement and Terms of Use (“License”):

1. Acknowledgment of CGA Copyrights.

You agree to respect the CGA’s copyright, and intellectual property rights in the Tool, in DIRT and in all other registered copyrights and trademarks of the CGA.

2. Grant of License for Use.

In consideration for payment in the fees set forth in this License, the CGA grants User a license to DIRT and the Tool, for the Term of this License, on a non-exclusive, non-transferable basis.

Under the terms of this License User shall have access to the Tool for use in developing reports, data management and manipulation of User’s data which User inputs and manages through the Tool.

By accepting this License you also release to the CGA the use of certain data you have entered through the Tool into DIRT that will be used by the CGA to conduct statistical and non-statistical analysis, as well as preparing reports based upon DIRT data (“Reports”). CGA represents and warrants that the CGA shall remove all identifiers from your data as part of the Reports and not retain any User identifiers or other information other than the summary data that is retained to compile the Reports.

3. Fees and Costs.

User shall pay CGA an initial fee of \$500 as a onetime set-up fee and an annual user fee of \$500. The user fee will then be billed annually moving forward. The Annual User Fee can be adjusted by the CGA with notice six (6) months prior to the end of any calendar year. The CGA agrees not to increase the Annual User Fee prior to January 1, 2011.

At the beginning of each calendar year, the CGA will invoice User for the Annual User Fee. User is responsible for paying the Annual User Fee for the calendar year if they are a user on January 1 of the calendar year. No proration of fees is allowed.

If User requests special programming or functionality outside the Tool and the CGA agrees to provide the special request, it will be separately invoiced to the User at a specifically agreed rate.

4. Term and Notices.

The Term of this License is a Calendar Year. This License and the rights granted by it, shall expire on December 31 of each year, unless renewed. User can terminate use of the Tool and this License at any time, for any reason. No notice is necessary.

CGA can terminate this License at any time after December 31, 2010 with six (6) months prior notice.

Notice may be by email to User or posting notice as an electronic notice on the Tool.

If the CGA discontinues the Tool, the CGA shall allow User to download or transfer all User data off the Tool, or provide an electronic file of User's data without charge.

5. No Warranty.

The Tool and the data provided in the Tool is provided "AS IS" and the CGA MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM VIRUSES, AVAILABILITY ON AN UNINTERRUPTED BASIS, OR FREEDOM FROM ERRORS. The CGA reserves the right to

modify the Tool without prior notice to you. The CGA also reserves the right to change any technical inaccuracies or typographical errors in the Tool without notice to the User.

6. Limitation of Liability.

The CGA, its employees, directors and agents shall under no circumstances be liable for any damages of any nature whatsoever through your use of the Tool including, but not limited to indirect, consequential, punitive or special damages, whether or not the CGA was advised of the possibility of such damage. In no situation may the CGA's liability to the User exceed the Annual User Fee, and the parties agree that this amount shall serve as liquidated damages in any jurisdiction that recognizes liquidated damage provisions.

7. Data Integrity and Tool Availability.

User is solely responsible for the integrity of the data entered by User through the Tool into DIRT. User is responsible for confirming accuracy of all data it has entered, and the integration and reporting of any data through the Tool.

CGA will use its best committed efforts for the Tool to be available during normal business hours. However, CGA is not liable for the inability to access the Tool or the data contained in the Tool.

CGA reserves the right to perform server maintenance, modify the Tool software and technology platform, reports available or restrict access to the Tool for commercially viable reasons without prior notice to User.

8. Modification of This Agreement.

The terms and conditions of this License may be modified at any time by the CGA posting a revised version on the Tool's website. Any modified terms and conditions shall apply to any use of the Tool by User after such posting.

9. Choice of Law.

This License shall be governed by the laws of the Commonwealth of Virginia.