

DATABASE SUBSCRIBER AGREEMENT

The IDM GLOBAL HOLDINGS, LLC, BAHAMAS DATABASE SUBSCRIBER SERVICE (the "Service") consists of **access to and use of** the proprietary databases provided by IDM GLOBAL HOLDINGS, LLC (hereinafter referred to as "Service Provider").

These terms and any Operating Rules published through the Service constitute the entire agreement between Service Provider and _____ (hereinafter referred to as "Subscriber") with respect to the Service and supersede all prior arrangements.

Service Provider agrees to authorize Subscriber to access and use Service Provider's proprietary databases under the terms and conditions of this Agreement.

Subscriber Service Agreement:-

Service Provider may modify this Agreement, the Operating Rules, or prices by notice published through the Service or sent by registered post to the Subscriber. Service Provider may discontinue or revise any aspect of the Service at its sole discretion and without prior notice.

Subscriber's right hereunder to access and use the Service or to designate Users (individuals identified on the list at Appendix A attached hereto and forming a part hereof) is not transferable and is subject to any limits established by Service Provider.

Subscriber guarantees the performance of, and agrees to indemnify Service Provider against liability for, Subscriber's actions and the actions of each User that Subscriber authorizes to access and use the Service.

Subscriber shall pay any minimum charges and the per inquiry charges incurred by it and its Users at Service Provider's rates in effect for the billing period in which those charges are incurred.

Subscriber expressly agrees that access and use of the Service and material therein is at Subscriber's sole risk. Neither Service Provider, nor any of its licensors, nor their employees or agents warrants that the Service will be uninterrupted or error free; nor does Service Provider or any of its licensors, nor their employees or agents make any warranty as to the results to be obtained from the access to or use of the Service. The Service is distributed on an "as is" basis without warranties of any kind, either express or implied, including warranties of title or fitness for a particular purpose or use. Neither Service Provider nor anyone else involved in creating, producing or delivering the Service shall be liable for any indirect, incidental, special or consequential damage arising out of the access or use of the Service or inability to access or use the Service. The provisions of this section will survive any termination of this Agreement.

Except as expressly permitted by Service Provider, neither Subscriber nor its Users may commercially exploit or reproduce, redistribute, retransmit, publish, or otherwise transfer any information that Subscriber or its Users receive through the Service.

Charges for the Service provided under this Agreement will be accumulated and identified by User ID and usually will be processed on a weekly basis. Payment for weekly charges shall be by credit card, kept on file by Service Provider. If the credit card on file is declined or expires, and payment due is not made by Subscriber within thirty (30) days after the invoice date, late charges of one and one-half percent (1 ½ %) per month shall be due and payable with respect to such payment, and Service Provider may, at its sole discretion suspend its performance under this Agreement and deny access to the Service or its use to Subscriber and its Users. A minimum monthly fee of \$50.00 will apply to maintain subscribership.

Ownership of Databases:-

Service Provider’s databases are a proprietary and copyrighted product. Only **access to and use of** the proprietary databases are provided by Service Provider to Subscriber and its Users under the terms of this Agreement.

Title and copyright to the databases remain with Service Provider. Subscriber may not copy, reproduce or make data transmissions in whole or in part of any of the data provided to Subscriber under this Agreement.

Termination of Agreement:-

This agreement may be terminated without cause by Service Provider or Subscriber 30 days after receipt of written notice by either party. Service Provider may terminate the Service for cause, at its sole discretion and without prior notice.

We the undersigned understand and agree that this document constitutes all agreements and conditions between Service Provider, its licensors and its affiliates and Subscriber.

The undersigned is a duly authorized representative with all powers required to execute this Agreement.

SERVICE PROVIDER:-

By:- _____
Kevin M. Brennan
Managing Member
IDM Global Holdings, LLC

SUBSCRIBER:-

By:- _____

Printed Name:- _____

Title:- _____

Company Name:- _____

Dated:- _____

Billing Address:-

Email Address:- _____