

Terms of Use

R.R. Donnelley & Sons Company ("RR Donnelley") operates this site and the RR Donnelley content ("Site") to provide online access for viewing, sharing and downloading information (the "Service"). **By accessing and using this Site, you agree to each of the terms and conditions set forth herein ("Terms of Use").** If you access the Site on behalf of a company or organization ("entity"), you represent that you are duly authorized to represent the entity and accept the terms and conditions of this Agreement on behalf of such entity. IF YOU OR THE ENTITY YOU REPRESENT, OR YOUR USERS (an employee or a contractor of Customer authorized by RR Donnelley) (collectively "You" or "Your") DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE SITE. These Terms of Use, together with any other terms and conditions referenced herein, are collectively referred to as this "Agreement".

RR Donnelley reserves the right to modify this Agreement at any time without giving you prior notice. Your use of the Site following any such modification constitutes your agreement to follow and be bound by the Agreement as modified. For avoidance of doubt, Service as used herein does not include professional services provided by RR Donnelley.

1. Grant of Access to Site. For the duration of the Services Period (defined in an Order, PSA, or SOW, collectively "Order") and subject to Your payment obligations, and except as otherwise set forth in this Agreement or Your Order, You have the non-exclusive, non-assignable, limited right to access and use the Site for the Services that You Ordered, solely for Your internal business operations and not for or on behalf of any third party and subject to the terms of this Agreement and Your Order, including any Service specifications. The Site and Services may include all documentation and/or other materials (including templates, screen prints, manuals, instructions, specifications, promotional materials,), ("Documentation") relating to the integration, operation and functionality of the Site made available by RR Donnelley. You may allow Your Users (but not any third party) to use the Site and Services for this purpose and You are responsible for Your Users' compliance with this Agreement and the Order. You do not acquire under this Agreement any right or license to use the Site or Services, in excess of the scope and/or duration of the Services stated in Your Order. Upon the end of the Services ordered, Your right to access and use the Services and the Site will terminate. You acknowledge that You are obtaining only a limited right to access and use the Site and that no ownership rights are being conveyed to You under this Agreement or otherwise. RR Donnelley or its suppliers retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to the Site and any and all related and underlying software (including interfaces), databases (including data models and structures) and underlying technology. Further, You acknowledge that the Site is offered as an on-line, hosted solution, and that You have no right to obtain a copy of the Site itself.

2. Your Responsibilities.

2.1 User Activity. You are responsible for (i) all activities that occur under Your and Your Users' usernames, passwords or accounts or as a result of Your or Your Users' access to the Services, and agree to notify RR Donnelley immediately of any unauthorized use. (ii) identifying and authenticating all Users, (iii) approving access by such Users to the Services, (iv) controlling against unauthorized access by Users and notify RR Donnelley promptly of any such unauthorized use, and (v) maintaining the confidentiality of Usernames, passwords and account information. By federating or otherwise associating Your, and Your Users', Usernames, passwords and accounts with RR Donnelley, You accept responsibility for the confidentiality and timely and proper termination of User records in Your local (intranet) identity infrastructure or on Your local computers. RR Donnelley is not responsible for any harm caused by Your Users, including individuals who were not authorized to have access to the Services but who were able to gain access because Usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers.

2.2 Access Codes. From time to time, RR Donnelley may issue access codes, User identification numbers, passwords and other security items to You to permit You to access the Site ("**Access Codes**"). You are solely responsible for the use and proper protection of the Access Codes. You shall take all reasonable precautions to protect the security and integrity of the Access Codes, and to prevent their unauthorized use. You shall restrict access to the Access Codes to those of Your employees or agents who have a need to know the Access Codes. You hereby agree to be fully responsible for all actions taken using your Access Codes. If You become aware that any person has access to any Access Codes without the need to know such Access Codes, You will immediately notify RR Donnelley so that RR Donnelley can cancel such Access Codes and, if appropriate, assign new Access Codes.

2.3 Controls. You shall be solely responsible for the accuracy and correctness of, and assume sole responsibility for, Your use of the Site and the Materials, and RR Donnelley shall not have any responsibility or liability with respect thereto. You shall employ all control procedures of which You are advised, shall verify all output received, and shall promptly advise RR Donnelley of any errors or mistakes in information generated by the Site.

2.4 Transfer of Materials. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Site without regard to geographic location and to transfer or otherwise move Your Materials between the Site and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts, as well as export control and geographic transfer of Your Materials.

2.5 Equipment. You are responsible, at Your own cost and expense, to provide all necessary equipment, hardware, communication lines and hook-ups to use and access the Site, and You are solely responsible for all use, maintenance and damage thereto. In no event shall RR Donnelley be responsible or liable for any equipment, hardware or software not provided by it, or any other item used by You in connection with the Site. You are also responsible to maintain User environments that meet the requirements specified by RR Donnelley.

2.6 Transmission of Materials. You are responsible for the accuracy and integrity of the data transmission to RR Donnelley or to the Site, RR Donnelley will not be responsible for corruption, loss or miss-transmission of Materials, or for the security of Materials prior to its entry into the RR Donnelley servers. During the term of this Agreement, RR Donnelley will take appropriate measures so that the Materials will not be viewed, or made available for view, to any party except as authorized by You or required by law.

3. Access to Your Materials. To enable RR Donnelley to provide You and Your Users with the Services, You grant RR Donnelley the right to use, process and transmit, in accordance with this Agreement and Your Order, Your Materials, for the duration of the Services Period plus any additional post-termination period during which RR Donnelley provides You with access to retrieve an export file of Your Materials. If Your Materials include third party programs, You acknowledge that RR Donnelley may allow providers of those third party programs to access the Site, including Your Materials, as required for the interoperation of such third party programs with the Services. RR Donnelley will not be responsible for any use, disclosure, modification or deletion of Your Materials resulting from any such access by third party program providers or for the interoperability of such third party programs with the Services or this Site.

4. Access to Third Party Content or Software. As part of certain Services offerings, RR Donnelley may provide You with access to Third Party Content or Software within the Site. The type and scope of any Third Party Content or Software is defined in the Service specifications applicable to Your Order. The third party owner, author or provider of such Third Party Content or Software retains all ownership and intellectual property rights in and to that content, and Your rights to use such Third Party Content or Software are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider, but in no event are less than Your obligations herein.

5. Privacy <http://www.rdonnelley.com/privacy-policy.aspx>

6. Ownership. The copyright of this Site and all Documentation is protected by copyright laws and belongs to RR Donnelley. You are hereby authorized to use this Site consistent with its intended purpose and Your use does not convey any title or ownership rights whatsoever of any kind in or over any adaptation, modification, derivation, addition or extension of the Site or Services. Except as expressly provided to the contrary, you agree not to modify, alter, or deface any trademarks, service marks, or other intellectual property of RR Donnelley made available through the Service or Site. You further agree not to adapt, translate, modify, decompile, disassemble, or reverse engineer the Service or any Documentation, software or programs used in connection with the Service or Site. You may submit comments, questions, ideas or other information to RR Donnelley related to RR Donnelley Site or Services ("**Feedback**"). RR Donnelley may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any such Feedback in any manner without any obligation, royalty or restriction. These Terms of Use do not convey to RR Donnelley title to or ownership of Your Materials uploaded onto the Site, but only a right of limited use for the purposes of providing the Services and Site to You and Your Users. Any copy of this Site or portion thereof must include the copyright notice. This Site is proprietary to RR Donnelley and title to the Site, including without limitation, all applicable rights, to patents, copyrights, trademarks, trade secrets and other intellectual property rights shall remain solely with RR Donnelley. Nothing within the Site or Services shall be construed as conferring any license under RR Donnelley or any third party's intellectual property rights, whether by estoppel, implication, waiver or otherwise.

RR Donnelley will, in appropriate circumstances, immediately terminate Your ability to use the Site or Services if You infringe the proprietary rights of others in violation of the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2). RR Donnelley will investigate notices of copyright infringement and take appropriate actions as warranted thereunder.

7. Use of Site. You may use the Service and the Site to upload, exchange, download, and share Your content with Users of the Site (singly or collectively, the "**Materials**") solely for legitimate business purposes to access the information provided by You on this Site. Any access or attempt to access other areas of the RR Donnelley computer system or other information contained on the system or other RR Donnelley sites for any purposes is strictly prohibited. You may not use any information contained on this Site other than in connection with the Services provided by RR Donnelley. You shall not disclose, disseminate or post on Internet sites any of the Documentation pertaining to the Site. You guarantee and warrant that You are solely responsible for the nature and content of all Materials You submit, post, upload, exchange, download or otherwise use through your account or on the Site. You agree not to use or permit the use of this Site: (a) to communicate any message or material that is defamatory, harassing, libelous, threatening, obscene or otherwise unlawful or tortious material; (b) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability; (c) in any manner

that is likely to damage, disable, overburden, or disrupt the integrity or performance of the Service or impair the Site or RR Donnelley server or the data contained therein, or interfere in any way with the use or enjoyment of the Site by others; (d) to introduce any virus, worms, Trojan horse, harmful computer code, file, scripts, agents or programs, or other malware or other malicious activity into the network infrastructure of RR Donnelley or others in Your use of the Site; (e) in violation of any U.S. denied party-list, embargoed country restriction, export law or regulation; (f) in any way that constitutes or encourages conduct that could constitute a criminal offense; (g) to license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, timeshare, to a service bureau, service provider, or otherwise commercially exploit or make the Site or Services available to any third party (h) use the Site or Services in any manner that could cause the Site or other intellectual property of RR Donnelley to become subject to open source or other third party licenses, (i) except as expressly provided herein, in connection with the creation and development of Your Materials, modify, distribute or create derivatives of, reverse engineer, display, reproduce, copy, reverse compile or assemble, decompile, disassemble or translate, sublicense, transfer, sell, or otherwise use the Site or Services or integrate it with any other software in whole or in part, except as may expressly be provided herein (j) remove, disable, circumvent, or otherwise create or implement any workaround to any security features contained in the Site or interfere with any security precautions, procedural controls or other measures of RR Donnelley relating to the Site, (k) remove, delete or alter any trademarks, copyright notices or other intellectual property right notices of RR Donnelley, if any, from the Site (l) use the Site or Services in any manner which could violate any law or regulation applicable to Customer, (m) attempt to gain unauthorized access to the network infrastructure of RR Donnelley or any third party through hacking, password mining, or other means; (n) use the Site or Services for purposes of competitive analysis, the development of a competing software product or service, to disclose, publish or make publicly available any benchmark performance or comparison tests that You run (or have run) on the Site or Services, or any other purpose that is to RR Donnelley's commercial disadvantage, (o) use the Site to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws, or (p) use the Site or Services in any other manner or for any other purpose or application not expressly permitted by this Agreement. Any violation of the foregoing, intentional damage or intentional interruption of RR Donnelley's computer System as well as computer resources and/or system service, carrying on of personal business or illegal activities will be considered a breach and a cause for termination of this Agreement. You agree to defend, indemnify and hold RR Donnelley harmless for damages and losses incurred as a result of misuse of this Site or Services or any violation of this provision 6 by You

7. Disclaimer of Warranties; Liability. THIS SITE AND DOCUMENTATION IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES EXPRESS OR IMPLIED. RR DONNELLEY DISCLAIMS ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS OR SUITABILITY FOR ANY PURPOSE. RR DONNELLEY DOES NOT WARRANT THAT FUNCTIONS CONTAINED ON THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU AGREE THAT RR DONNELLEY AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGE (INCLUDING WITHOUT LIMITATION, LOST OF REVENUE OR PROFITS OR FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS) RELATED TO THE SITE OR YOUR MATERIALS INCLUDING BUT NOT LIMITED TO DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF THE USE OF THE SITE EVEN IF RR DONNELLEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU FURTHER AGREE THAT RR DONNELLEY AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM A CAUSE OVER WHICH RR DONNELLEY OR ITS AFFILIATES DOES NOT HAVE DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (E.G. IF YOU ARE UNABLE TO ACCESS THE RR DONNELLEY SITE THROUGH YOUR ON-LINE SERVICE PROVIDER), UNAUTHORIZED ACCESS, NETWORK INTRUSIONS, THEFT, OPERATOR ERRORS, DELAYS OF TRANSPORTATION, ACTS OF GOD, SEVERE WEATHER, FIRE, EARTHQUAKES, FLOODS, EPIDEMICS, RIOTS, WAR, ACTS OF TERROR, ACTS OR OMISSIONS OF CIVIL OR MILITARY AUTHORITY AND STRIKES OR OTHER LABOR PROBLEMS. RR DONNELLEY'S TOTAL CUMULATIVE LIABILITY SHALL BE LIMITED TO THE AMOUNT OF DIRECT DAMAGES RESULTING FROM A BREACH OR DEFAULT, NOT TO EXCEED THE AMOUNTS PAID BY YOU FOR ONE MONTH OF SITE SERVICES.

RR Donnelley shall not be responsible for loss or destruction of any of Your Materials on the Site and RR Donnelley's liability and Your sole remedy shall be limited to restoring the lost, destroyed, or damaged Materials at no additional cost to You provided such restoration can be performed by RR Donnelley and You provide RR Donnelley with all source data in readable form for such restoration, it being presumed conclusively that any information delivered to RR Donnelley has been backed up by duplicate Materials retained by You. RR Donnelley offers you various ways of ordering products, including telephone and on-line services, and, should You experience any problems in reaching RR Donnelley through any particular method, the You may use alternate methods to communicate with RR Donnelley. RR Donnelley does not represent or warrant to You that any such problems will be corrected.

8. Suspension of Service. RR Donnelley may at any time suspend Your use of the Site and/or remove or disable any Materials as to which RR Donnelley reasonably and in good faith believes is in violation of this Agreement. RR Donnelley agrees to provide You with notice of any such suspension or disablement before its implementation unless such

suspension or disablement is necessary to comply with legal process, regulation, Order or prevent imminent harm to the Site or any third party, in which case RR Donnelley will notify You to the extent allowed by applicable law of such suspension or disablement as soon as reasonably practicable thereafter.

9. Service Specifications. The Services are subject to and governed by Service specifications applicable to Your Order. Service specifications may define provisioning and management processes applicable to the Services (such as capacity planning), types and quantities of system resources (such as storage allotments), functional and technical aspects, as well as any Services deliverables. You acknowledge that use of the Services in a manner not consistent with the Service specifications may adversely affect Services performance and/or may result in additional fees. If the Services permit You to exceed the ordered quantity (e.g., soft limits on counts for Users, sessions, storage, etc.), then You are responsible for promptly purchasing additional quantity to account for Your excess usage.

10. Confidentiality. You agree that You have entered into a confidentiality agreement or are held to confidentiality terms in a services agreement with RR Donnelley. You acknowledge and agree that the Site is considered confidential information. You acknowledge that You will not post, download or otherwise use the Site or Services for transferring or providing Personally Identifiable Information or Payment Card Industry Information.

11. Termination. RR Donnelley may terminate your use of Services or access to the Site at any time with or without cause. RR Donnelley may immediately terminate Your use of Services or the Site if you breach this or any agreement with RR Donnelley or RR Donnelley has reason to believe that there has been or may be a misuse or disclosure of a logon ID or password. Upon the effective date of termination of this Agreement, RR Donnelley will immediately cease providing the Services and all of Your payment obligations under this Agreement for the Services provided through the effective date of termination will immediately become due.

12 General Provisions.

12.1 Entire Agreement/No Waiver. These Terms of Use constitute the entire Agreement of the parties with respect to the subject matter hereof. No waiver by RR Donnelley of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default

12.2 Updates, Correction of Errors, and Inaccuracies. The Site may contain typographical or other errors or inaccuracies and may not be complete or current. You understand that RR Donnelley may modify or replace this Site any time without prior notice, but does not guarantee that any errors, inaccuracies or omissions will be updated or corrected. You shall promptly advise RR Donnelley of any error, malfunction, or defect in the operation of the Site, and RR Donnelley shall use commercially reasonable efforts to correct any such issues in a timely manner. In the event of any interruption or delay in the use of the Site, RR Donnelley shall use reasonable efforts to resume operation of the Site as promptly as reasonably practical. You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services, as such Patches are generally released by RR Donnelley. RR Donnelley is not responsible for performance or security issues encountered with the Services that result from Your failure to accept the application of Patches that are necessary for the proper function and security of the Services.

12.3 Modifications. The Site is continually evolving. Accordingly, RR Donnelley reserves the right, at any time, to make alterations, enhancements, additions, deletions, substitutions and modifications to the Site or any components thereof. RR Donnelley shall endeavor to provide notification prior to making material additions, deletions, substitutions, or modifications to the Site. RR Donnelley shall endeavor to perform scheduled system maintenance on the weekends or evenings, but reserves the right to perform required maintenance at any time.

12.4 Governing Law Use of this Site is unauthorized in any jurisdiction that does not give full effect to all provisions of this Agreement or where all or any portion of this Site may violate any legal requirements and you agree not to access this Site in any such jurisdiction. RR Donnelley has endeavored to comply with all legal requirements known to it in creating and maintaining this Site You are responsible for compliance with applicable laws. Any use in contravention of this provision or any provision of this Agreement is at your own risk and, if any part of this Agreement is invalid or unenforceable under applicable law, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the provision or provisions shall be enforced to the maximum extent permitted by law. Any and all disputes relating to this Agreement, RR Donnelley's Privacy Policy, your use of the Site, Documentation or Your Materials are governed by, and will be interpreted exclusively in accordance with, the laws of the State of Illinois, without regard to any conflicts of laws provisions and You hereby consent to the exclusive jurisdiction and venue of the courts, tribunals, agencies and other dispute resolution organizations sitting in DuPage or Cook Counties, Illinois, USA in all such disputes. Any action commenced against RR Donnelley regarding this Agreement, or the Services, Documentation, or Site, shall be brought within one (1) year after accrual of such cause of action. The obligations of the parties under this Agreement, which by their nature would continue beyond termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any transaction under it.