

- 21.2. Monthly Subscription. The customer is responsible for any Premium charges incurred during the last billing cycle and any partial monthly payment, depending on the customer's subscription plan billing cycle.
- 21.3. Quarterly Subscription. Cancellation before completing the quarterly term will result in an early termination fee totaling \$75. The customer will also be responsible for Premium charges incurred during the last billing cycle.
- 21.4. Semi-annual Subscription. Cancellation before completing the annual term will result in an early termination fee totaling \$150 plus the credentialing fee if it is canceled in the initial term. The customer will also be responsible for Premium charges incurred during the last billing cycle.
- 21.5. Annual Subscription. Cancellation before completing the annual term will result in an early termination fee totaling \$300 plus the credentialing fee if it is canceled in the initial term. The customer will also be responsible for Premium charges incurred during the last billing cycle.
- 21.6. Biennial Subscription. Cancellation before completing the annual term will result in an early termination fee totaling \$600 plus the credentialing fee if it is canceled in the initial term. The customer will also be responsible for Premium charges incurred during the last billing cycle.
22. DATA OWNERSHIP AND USE LIMITATIONS: LocatePLUS may, from time to time, impose restrictions on the use of the Services as a result of changes in the law, limitations placed on LocatePLUS from third parties or otherwise, which may limit User's access to some or all of the data.
 - 22.1. Unauthorized Data Compilation. Customer acknowledges that it will not use any manual or automated software, devices, or other automated processes (including but not limited to spiders, robots, scrapers, crawlers, data mining tools, or the like, other than the search engine available as part of the Services) to "scrape" or download data from any web pages contained in the Service. Any attempt to "scrape or download data is strictly prohibited.
 - 22.2. Intellectual Property. Customer acknowledges that LocatePLUS and/or third parties retain all right, title and interest under applicable copyright and other laws in the databases and materials contained therein, used to provide Services hereunder, and Customer shall use such materials consistent with such right, title and interest and notify LocatePLUS of any threatened or actual infringement or misappropriation.
 - 22.3. Use Limitations. Customer further acknowledges that this Agreement grants Customer a limited license during the term of this Agreement, to use the data for its own business purposes, without right to sub-license, in exchange for payment of fees and charges set forth in this agreement.
 - 22.3.1. Customer shall not resell, reproduce, retransmit, publish or otherwise transfer for commercial exploitation any information that Customer receives from Services.
 - 22.3.2. Customer shall not use any information received from the Service for any purpose considered by LocatePLUS or third parties as solicitation or marketing for goods or services.
 - 22.3.3. Customer acknowledges that LocatePLUS maintains records of access to the Services in order to comply with State and Federal law, and with the requirements of third parties, and that in certain limited circumstances LocatePLUS may be required to disclose that Customer accessed certain data in order to meet these requirements.
 - 22.3.4. LocatePLUS will, from time to time, in the ordinary course of business, in order to fulfill its compliance obligations, routinely and randomly audit, through a variety of means, the use of information obtained by Customer from LocatePLUS.
 - 22.3.5. Customer agrees to provide to LocatePLUS such access or documentation as LocatePLUS deems necessary to perform such audits in order to verify the legitimacy of a request for non-public and public information.
 - 22.3.6. LocatePLUS shall protect the confidentiality of all information obtained through such audits.
 - 22.3.7. Customer acknowledges that failure to provide such access or documentation may result in immediate restriction of access or other remedies.
23. GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws provisions. Customer expressly agrees to submit to the jurisdiction state and federal courts in the Commonwealth of Massachusetts and not to assert any claim of forum non conveniens concerning such submission.
24. NO ASSIGNMENT. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Customer shall not assign this Agreement (or any part thereof) without the prior written consent of LocatePLUS. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 13 will be null and void. Customer agrees that in the event of any reorganization, sale of all or substantially all its assets or voting securities, or any change of control a "Change of Control" that (a) Customer will notify LocatePLUS within ten (10) days, and (b) the Change of Control will not extinguish any right of LocatePLUS to payment or any obligation of Customer with respect to the Service.
25. BINDING ARBITRATION. In case of any dispute, both parties agree to binding arbitration in the Commonwealth of Massachusetts.
26. LICENSE USE. This license is for one user and one IP address. If a company has multiple users, each user will need a separate license, separate email addresses and pay any appropriate fees.