

HCPA DATABASE SUBSCRIBER LICENSE AGREEMENT

THIS SUBSCRIBER LICENSE AGREEMENT SETS FORTH THE TERMS AND CONDITIONS GOVERNING EACH SUBSCRIBER'S ACCESS TO AND USE OF THE SECTIONS OF THE INGREDIENT DATABASE WEBSITE LOCATED AT WWW.PRODUCTINGREDIENTS.COM ("WEBSITE") TO WHICH ACCESS IS RESTRICTED TO ACCOUNT HOLDER (THE "SUBSCRIBER SITE") AND AGREED TO THE TERMS OF CONDITIONS OF THIS SUBSCRIBER LICENSE AGREEMENT. A SUBSCRIBER'S ACCESS OF THE SUBSCRIBER SITE AND/OR USE OF ANY OF THE MATERIALS OR INFORMATION AVAILABLE AT THE SUBSCRIBER SITE CONSTITUTES SUCH SUBSCRIBER'S AGREEMENT TO ALL THE TERMS AND CONDITIONS OF THIS SUBSCRIBER LICENSE AGREEMENT. IF A SUBSCRIBER DOES NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS SUBSCRIBER LICENSE AGREEMENT, IT SHOULD NOT ACCESS THE SUBSCRIBER SITE.

1. General; License Grant.

1.1 Agreement. The "Ingredient Database" is a program of the Household and Commercial Products Association (HCPA) that provides detailed information on ingredients. The provisions of this Subscriber License Agreement (this "Agreement") constitute the terms and conditions under which HCPA, a District of Columbia not for profit corporation ("HCPA"), agrees to provide Subscribers with access to the Subscriber Site and governs Subscribers' use of information and materials available at the Subscriber Site. Persons and entities may subscribe for access to the Subscriber Site by completing the online application on the Website (a "Subscription"). Subscription to the Subscriber Site is open to any individual, business organization, nonprofit organization or government agency described in Section 2 below that agrees to and complies with the terms and conditions set forth in this Agreement (which agreement shall be evidenced by a Subscriber's affirmative acknowledgement when applying for its Subscription and/or by accessing the Subscriber Site). However, a business association Subscription (i.e. a Subscription purchased by or on behalf of a corporation, limited liability company, partnership, association, organization, institution, government agency and/or any other entity) does not transfer to individual employees, contractors or members of that association.

1.2 License. Each Subscriber whose Subscription is accepted by HCPA is granted a limited, non-transferable, non-sublicensable, revocable license during the term of such Subscriber's Subscription to access the Subscriber Site and to access and use the information accessible at the Subscriber Site for its internal business purposes, provided that all such access and use is in strict compliance with the terms and conditions of this Agreement. The foregoing license and a Subscriber's right to access the Subscriber Site and to use the information and materials that can be accessed at the Subscriber Site shall automatically terminate upon the expiration or termination of such Subscriber's Subscription. HCPA reserves the right in its sole discretion to revoke, suspend, or limit any Subscriber's right to access the Subscriber Site or any data, information or materials displayed on or accessible at the Subscriber Site at any time with or without notice if HCPA suspects that such Subscriber has breached (or will breach) any of the terms of this Agreement or has acted (or will act) in a manner that is or may be harmful to

HCPA. Each Subscriber agrees that HCPA shall have no liability to any Subscriber for any such revocation, suspension or limitation even if it transpires that Subscriber has not committed any of the actions which gave rise thereto.

2. Eligibility.

Subscription to is the INGREDIENT DATABASE is open to any individual, business entity, nonprofit organization, or government agency that complies with all of the following:

- Completes a Subscription application; and
- Agrees to abide by the terms of this Agreement

Each person or entity that purchases a Subscription shall be referred to herein as a Subscriber.”

3. Subscription Term and Fees; Modifications to License Agreement.

3.1 Subscription Term.

A Subscription is for a renewable 12-month period. A Subscription may begin at any time during the calendar year and ends on the same date one year later (for example, a Subscription beginning on April 17, 2017 expires on April 17, 2018). Subscription begins on the date HCPA receives payment of the appropriate Subscription fee. Subscription payments made on behalf of an entity or organization must be approved by a representative authorized by such entity or organization to make such payments. A Subscription may be renewed for 12 months by paying the then-applicable 12-month fee for that renewal at any time prior to the expiration of the Subscriber's current Subscription term. Renewal terms for a Subscription shall continue to begin and end on the same annual dates as the original term of such Subscription. Expired Subscriptions will not have access to the Subscriber Site until Subscription fees for a renewal term have been paid in full, at which time the account will be reinstated, and will run for a 12-month period from the date of reinstatement.

3.2 Modifications to Agreement.

The terms of this Agreement in effect as of the date of the commencement of a Subscriber's Subscription shall apply for the initial term of such Subscription. If a Subscriber renews its Subscription for one or more renewal terms, the terms of this Agreement in effect as of the commencement date of each such renewal term shall apply for such renewal term. HCPA shall make a copy of this Agreement accessible to Subscribers at the Subscriber Site. **It is each Subscriber's obligation and responsibility to review the copy of this Agreement in effect as of the date of each renewal of such Subscriber's Subscription, and a Subscriber's renewal of its Subscription shall constitute acceptance of the terms of this Agreement posted at the Subscriber Site on the date of such renewal.** HCPA may modify the terms of this Agreement during the initial or any renewal term of Subscriber's Subscription by providing notice by e-mail to Subscriber containing the modified version of this Agreement. If a Subscriber does not accept the modifications to this Agreement, its sole remedy shall be to,

within thirty (30) days of its receipt of the modified Agreement, provide written notice to HCPA by e-mail that it is terminating its Subscription, in which event HCPA shall refund a prorated portion of the Subscription fees paid by Subscriber for the remaining portion of the then-current initial or renewal term of Subscriber's Subscription and Subscriber's Subscription shall be terminated. If Subscriber does not provide such notice of termination within such thirty (30) day period, Subscriber shall be deemed to have accepted the modified terms of this Agreement and the terms of such modified Agreement shall apply to Subscriber on and after the 30th day following Subscriber's receipt of an e-mail from HCPA containing a copy of such modified Agreement.

If a new or existing Subscriber requests that HCPA modify or review this Agreement, it shall, as a condition by HCPA to considering any such modifications or review, pay HCPA a set-up fee equal to 75% of HCPA's reasonable attorney's fees and legal expenses that will be incurred in connection with reviewing and/or negotiating such modifications. If requested by Subscriber, HCPA shall provide a non-binding estimate of such attorney's fees and legal expenses in advance. If HCPA agrees to consider any proposed modifications to this Agreement, it does not represent or guarantee that HCPA will agree to accept any such modifications.

3.3 Types of Subscription.

- a) Small Business Use – entitles one (1) user (the ability to maintain a single account, view detailed information on ingredients and manage folders for saved search criteria and/or selected ingredients.)
- b) Corporate Use – entitles an entity up to 25 users (to be managed by primary account holder whom shall be granted the ability to create up to 24 additional account holders within the primary account. Each of the possible 25 account holders will have the ability to view detailed information on ingredients and manage folders for saved search criteria and/or selected ingredients.)

3.4 Subscription fees

- a) Small Business Use – \$195 per year
- b) Corporate Use – \$995 per year

3.5 Payment Instructions. Subscription fees shall be paid using HCPA's online payment system or in accordance with the instructions set forth at the Subscriber Site. At its discretion, HCPA may, from time to time, change its systems or processes for the payment of initial and/or renewal Subscription Fees. If HCPA implements a new system or process for payment of initial or renewal Subscription Fees, each Subscriber shall pay such Subscription Fees using such payment system or process. If a Subscriber pays Subscription Fees using a credit card, such Subscriber authorizes HCPA to charge such credit card the renewal Subscription Fees owed by such Subscriber for the next Subscription renewal year on each one-year anniversary of the date on which Subscriber's Subscription commenced. A Subscriber may cancel this authorization for any Subscription renewal year by notifying HCPA in writing at any time prior to the first day of such Subscription renewal year.

3.6 Refunds. A Subscriber may relinquish its Subscription and request a refund of its Subscription fees only as follows:

- Requests for a refund must be provided to HCPA in writing within 7 calendar days of the commencement date of the applicable initial or renewal term of Subscriber's Subscription. There are no refunds after such 7-day period.
- Refunds shall be made by check, payable to the Subscriber, or refunded to the Subscriber's credit card, at the discretion of HCPA.
- HCPA shall withhold 20% of the Subscription fee in order to cover administrative costs associated with Subscription setup and processing of the refund. At its option, HCPA may waive this administrative fee.

4. Subscription Rules and Policies. The following additional rules, restrictions and policies shall apply to each Subscriber:

Subscriber shall not make any written or verbal statements which state or imply that HCPA endorses, promotes or supports any of Subscriber's products

5. Intellectual Property Rights.

5.1 Property Rights (as defined below) therein and thereto. Subscriber shall not have any rights in or to the Ingredient Database except the right to access and use the Subscriber Site and the information and materials that are accessible at the Subscriber Site as expressly set forth in this Agreement.

5.2 Subscribers shall have the right to use the Ingredient Database and other tools, resources, information, and other works and materials that are available or accessible at the Subscriber Site as long as they remain Subscribers in good standing and abide by the terms and conditions of this Agreement. Third party Information about ingredients listed in Ingredient Database and/or the Subscriber Site, including for example, trade names of the ingredients listed, is not the property of HCPA and shall remain the property of the owner of the party which posted and developed such information and/or which owns such trade names, as applicable. Subscriber grants HCPA a royalty-free license to publish and display all Marks (as defined below), data, information, materials and works of Subscriber that Subscriber posts, publishes or otherwise makes available at the Subscriber Site.

6. Subscriber Rights. HCPA, at its sole discretion, may refuse to renew the Subscription of any organization or individual that it determines has engaged in behavior that violates this Agreement, harms the Ingredient Database or HCPA, or is harmful to HCPA's mission. A Subscription does not constitute membership in HCPA or a right to serve on the Board of Directors of HCPA. Subscribers who are not also members of the HCPA Board of Directors shall have no voting or other rights in connection with the governance of HCPA and

shall have no rights with respect to the policies, mission or operation of any HCPA projects, including the Ingredient Database.

7. Additional Definitions. The following terms as used in this Agreement shall mean as follows:

“Intellectual Property Rights” means intellectual property rights arising from or in respect of the following, whether protected, created or arising under the laws of the United States or any other jurisdiction: (i) fictional business names, trade names, company and corporate names, trademarks and service marks (whether registered or unregistered, including any applications for registration of any of the foregoing), logos, Internet domain names, and trade dress rights, together with the goodwill associated with any of the foregoing (collectively, “Marks”); (ii) inventions, patent applications, and patents issued therefrom in the United States and in all other countries, including all continuations, divisionals, continuations-in-part, inventions registrations, re-examinations, registrations, renewals, utility models, reissues and the like corresponding thereto; (iii) copyrights and registrations and applications therefor, and moral and artistic rights; and (iv) proprietary and confidential information which constitute trade secrets, such as proprietary and confidential know-how, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, and data bases in each case excluding any of the foregoing to the extent the rights therein comprise or are protected by copyrights or patents.

"Subscriber Registration Pages" means the web pages of the Website on which the Subscriber applies for a Subscription and provides Subscriber Information to HCPA in order to register as a Subscriber and gain access to the Subscriber Site.

"Subscriber Information" means information relating to Subscriber that is disclosed to HCPA through the submission of information via the Subscriber Registration Pages or through other means of communication between Subscriber and HCPA in connection with Subscriber's use of the Subscriber Site. Subscriber Information includes information which identifies Subscriber and/or its employees or affiliates' (such as names and addresses) and financial information of Subscriber (such as bank account numbers and credit and debit card numbers). For the avoidance of doubt, Subscriber Information does not include information relating to a Subscriber's products, formulation, product listings, product ingredients and/or any other similar information that is generally accessible by other Subscribers at the Subscriber Site.

8. Subscriber Information.

8.1 Subscriber Warranties and Obligations. Subscriber represents and warrants to HCPA that all of Subscriber's Subscriber Information and all other information provided by Subscriber to HCPA or disclosed on the Subscriber Registration Pages is true, complete, and accurate as of the date provided to HCPA. Subscriber agrees to update promptly Subscriber's Subscriber Information and other information during the term of this Agreement as is necessary to keep Subscriber's Subscriber Information and other information accurate and complete.

8.2 Use of Subscriber Information; Privacy Policy. HCPA may privately identify – the information obtained for subscriber activities through which such information be used to enhance

the user experience and technical functionality of the site for all active subscribers. HCPA shall not disclose any personal information of its individual Subscribers (i.e. a natural person as opposed to a company) without first obtaining permission.

HCPA reserves the right to forward to appropriate project partners any specific technical questions received from a Subscriber and the contact information of such Subscriber so as to enable such project partners to directly communicate with such Subscriber regarding the question(s). Except as otherwise described in this Agreement, a Subscriber's Subscriber Information shall be subject to the HCPA Privacy Policy, a copy of which can be accessed at the Website (the "Privacy Policy"). In the event of any conflict between the terms of the Privacy Policy and the terms of this Agreement, the terms of this Agreement shall govern and control. Each Subscriber acknowledges and agrees that (a) certain of its Subscriber Information (such as Subscriber's name and address) will be published on the Subscriber Site and may be accessed by other Subscribers and users of the Subscriber Site; and (b) HCPA will have no control over, nor will HCPA be responsible for, the use or further disclosure of any of such Subscriber's Subscriber Information by other Subscribers or by third parties to whom they may disclose such Subscriber Information.

9. Additional Restrictions.

9.1 Each Subscription is non-transferrable and non-assignable. No Subscriber shall assign, transfer or pledge its Subscription or any of its rights under this Agreement.

9.2 No part of the Ingredient Database Materials, the Subscriber Site, or any Marks or other intellectual property, information, materials, databases that are displayed on or accessible at the Subscriber Site shall be copied, rented, leased, modified, reverse engineered, publicly displayed, transferred to third parties and/or or transmitted to third parties by Subscriber and Subscriber shall not assist or encourage any third party to take any of the foregoing actions. Further, a Subscriber shall not (and shall not encourage or assist any third party to) create, distribute, publicly display or use any derivative works of the Subscriber Site and/or any intellectual property, information, materials, databases that are displayed on or accessible at the Subscriber Site. Subscriber may download a single copy of information or the criteria relating to product ingredients that is accessible at the Subscriber Site that Subscriber requires for its internal business purposes. Subscriber shall not sell, distribute, publish or otherwise make available or accessible to any third party any such copies and/or any data, information or materials that are displayed on or accessible at the Subscriber Site.

9.3 No Subscriber shall at any time use any intellectual property, information, materials, databases that are displayed on or at accessible at the Subscriber Site in connection with a website that competes with the Subscriber Site and/or in connection with services similar to those provided by HCPA through the Ingredient Database.

9.4 This Agreement and Subscriber's right to access and use the Subscriber Site automatically terminate if Subscriber fails to comply with any of the restrictions contained herein and HCPA shall not be required to provide any notice of such failure and/or any opportunity for Subscriber to cure its default.

10. Login Procedure.

In order to access the Ingredients Database, a Subscriber will be required to enter a user name and password on the login page of the Subscriber Site. Subscriber shall access the Subscriber Site only through the login page provided by HCPA and shall not permit any other person or entity to log into the Subscriber Site using the Subscriber's user name or password other than authorized users of Subscribers that are entities and organizations. A Subscriber shall ensure that it and its users log out from Subscriber's account at the end of each session on the Subscriber Site using the "Log Off" or "Log Out" procedures on the Subscriber Site. Subscriber agrees not to disclose Subscriber's (or any of its authorized users') user name(s) or password(s) to any other person or entity (except for disclosure by a Subscriber which is a business association to its authorized users) and shall hold Subscriber's (and all of its authorized users') user name(s) and password(s) in confidence during the term of its Subscription. In the event a Subscriber determines that another party has gained access to subscriber's (or any of its authorized users') password(s) or user name(s), or that another party has accessed the Subscriber Site using Subscriber's (or any of its authorized users') user name(s) or password(s), such Subscriber shall immediately notify HCPA of such access. In such event, HCPA shall delete Subscriber's (and its authorized users') old user name(s) and password(s) and, in its sole discretion, issue new user name(s) and password to Subscriber (and, if applicable, its authorized users).\

11. Warranties, Indemnification. Limitation of Liability.

11.1 No Warranty as to the Accuracy of Information. HCPA uses reasonable efforts to accurately publish and categorize Subscriber information and other data, information and materials on the Subscriber Site. However, HCPA does not guarantee the accuracy or completeness of any data, information or materials that are displayed on or accessible at the Subscriber Site, nor does HCPA warrant that any categorization of such data, information or materials in any database or otherwise is correct. Subscriber acknowledges and agrees that it is responsible for determining the accuracy and completeness of all data, information and materials published on the Subscriber Site, including without limitation, whether the categorization of any data, information and/or materials is correct. In the event Subscriber becomes aware of any material inaccuracy of any data, information or materials published or categorized on the Subscriber Site, Subscriber shall promptly notify HCPA of such inaccuracy, and HCPA will take reasonable steps to correct any data, information or materials it determines to be inaccurate or incomplete.

11.2 Removal of Information. HCPA shall not be responsible for any data, information or materials posted or provided by any Subscriber or other parties that is displayed on or accessible at the Subscriber Site and shall have no obligation to correct any such data, information or materials. However, if HCPA believes that any data, information or materials posted by any Subscriber at the Subscriber Site is erroneous or false, HCPA reserves the right to hide or remove such data, information and/or materials pending resolution of the matter, and HCPA may require the applicable Subscriber to obtain third party verification of the disputed data, information or materials before making the data, information or materials accessible again at the Subscriber Site. Each Subscriber forever releases HCPA and all HCPA

Parties (defined in Section 11.5 below) from any and all liability or damages for its removal of any such Subscriber's data, information or materials from the Subscriber Site pursuant to this Section 11.2.

11.3 Disclaimer of Warranties. HCPA HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING TO PRODUCTINGREDIENTS.COM, THE SUBSCRIBER SITE AND ALL DATA, INFORMATION OR MATERIALS DISPLAYED ON OR ACCESSIBLE AT THE SUBSCRIBER SITE, INCLUDING WITHOUT LIMITATION, ALL IMPLIED, EXPRESS AND STATUTORY WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. THE SUBSCRIBER SITE AND ALL DATA, INFORMATION OR MATERIALS DISPLAYED ON OR ACCESSIBLE AT THE SUBSCRIBER SITE ARE PROVIDED "AS IS."

11.4 No Representations Regarding Products. WITHOUT LIMITING ANY OF THE PROVISIONS OF SECTION 11.3 ABOVE, EACH SUBSCRIBER EXPRESSLY ACKNOWLEDGES AND ACCEPTS THAT HCPA DOES NOT REPRESENT OR WARRANT THAT PRODUCTS FORMULATED OR OTHERWISE DESIGNED USING DATA OR INFORMATION FROM PRODUCTINGREDIENTS.COM OR THE SUBSCRIBER SITE: (1) ARE SAFE OR NONTOXIC, (2) COMPLY WITH FEDERAL REGULATORY REQUIREMENTS, (3) QUALIFY FOR ANY ECOLABEL OR PRODUCT RECOGNITION PROGRAM, INCLUDING THE SAFER CHOICE STANDARD, AND/OR (4) OTHERWISE HAVE LEGAL PROTECTION FROM ANY LIABILITY CLAIMS. THE SUBSCRIBER ALSO EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE OF CONSUMER PRODUCT INGREDIENT DATABASE OR THE SUBSCRIBER SITE DOES NOT IN AND OF ITSELF ENTITLE THE SUBSCRIBER TO MAKE ANY CLAIMS AS TO THE QUALITY, EFFICACY, OR ENVIRONMENTAL BENEFITS OF ANY PRODUCT FORMULATED USING INGREDIENTS LISTED IN PRODUCTINGREDIENTS.COM OR IN ANY LISTING OR DATABASE ACCESSIBLE AT THE SUBSCRIBER SITE.

11.5 Release. A SUBSCRIBER'S USE OF THE SUBSCRIBER SITE AND ALL DATA, INFORMATION AND MATERIALS DISPLAYED ON AND/OR ACCESSIBLE AT THE SUBSCRIBER SITE IS AT SUCH SUBSCRIBER'S SOLE RISK. EACH SUBSCRIBER HEREBY FOREVER WAIVES AND RELEASES HCPA AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND PROJECT PARTNERS (COLLECTIVELY, "HCPA PARTIES") FROM ALL LIABILITY, DAMAGES AND LOSSES OF ANY NATURE WHATSOEVER THAT ARE SUFFERED OR INCURRED BY SUCH SUBSCRIBER IN CONNECTION WITH OR AS A RESULT OF SUCH SUBSCRIBER'S USE OF THE SUBSCRIBER SITE AND/OR ANY DATA, INFORMATION AND MATERIALS DISPLAYED ON AND/OR ACCESSIBLE AT THE SUBSCRIBER SITE.

11.6 Indemnification. Each Subscriber shall indemnify and hold harmless HCPA and all HCPA Parties from and against all liability, damages, losses, claims and expenses (including without limitation, its reasonable attorneys' fees and court costs) that are suffered or incurred by HCPA or any HCPA Party in connection with or relating to (a) such Subscriber's (or any of its authorized users') use of the Subscriber Site and/or any data,

information, or materials displayed on or accessible at the Subscriber Site; and/or (b) any breach of this Agreement by such Subscriber or any of its authorized users, including without limitation, any breach of its obligations under Section 13.1 below and/or any violation of HCPA's Intellectual Property Rights.

11.7 LIMITATION OF LIABILITY. IN NO EVENT SHALL HCPA HAVE ANY LIABILITY TO ANY SUBSCRIBER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES SUFFERED BY ANY SUBSCRIBER IN CONNECTION WITH OR RELATING TO SUCH SUBSCRIBER'S USE OF THE SUBSCRIBER SITE AND/OR ANY DATA, INFORMATION AND MATERIALS DISPLAYED ON AND/OR ACCESSIBLE AT THE SUBSCRIBER SITE. FURTHER, THE MAXIMUM LIABILITY OF HCPA AND ALL HCPA PARTIES FOR ANY AND ALL CLAIMS OF A SUBSCRIBER RELATING TO AND/OR ARISING OUT OF SUCH SUBSCRIBER'S ACCESS TO OR USE OF THE SUBSCRIBER SITE AND/OR ANY DATA, INFORMATION AND MATERIALS DISPLAYED ON AND/OR ACCESSIBLE AT THE SUBSCRIBER SITE SHALL NOT EXCEED THE TOTAL SUBSCRIPTION FEES PAID BY SUCH SUBSCRIBER TO HCPA DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE ALLEGED ACT OR OMISSION GIVING RISE TO SUCH CLAIM(S).

12. Take-Down of Information.

12.1 General. Each Subscriber agrees that it shall not post, display, or make available at the Subscriber Site (a) any confidential information or trade secrets of a third party unless such Subscriber has written permission from such third party to post or display such confidential information or trade secrets on the Subscriber Site; (b) any copyrighted works, trademarks, service marks, data, information and/or materials of any third party unless such Subscriber has written permission from such third party to post or display such copyrighted works, trademarks, service marks, data, information and/or materials; and/or (c) any materials or matter which infringe or violate the Intellectual Property Rights or proprietary rights of any third party, including any other Subscriber.

12.2 Infringement of Non-Copyrighted Matter. Subscriber shall have the right to give HCPA written notice of infringing uses of its service marks and trademarks and other noncopyrighted materials by other Subscribers and request that said infringing matter (the "Infringing Matter") be taken down from the Subscriber Site. HCPA shall promptly temporarily take down any such Infringing Matter from the Subscriber Site upon receipt of said notice from a Subscriber, and the Subscriber requesting such take-down (a "Requesting Subscriber") shall indemnify HCPA and all HCPA Parties from and against all liability, losses, damages and costs (including reasonable attorney's fees) incurred by HCPA or its affiliates as a result of any such take down. Each Requesting Subscriber making a take-down request pursuant to this Section 12.2 acknowledges and agrees that HCPA shall provide a copy of such take-down request to the Subscriber who displayed or posted the alleged Infringing Matter (the "Posting Subscriber") and HCPA shall request that such Posting Subscriber respond in writing to HCPA within ten (10) days if it challenges the allegations of infringement made by the Requesting Subscriber. If the Posting Subscriber does not respond to HCPA within such 10-day period with a written acknowledgement signed by the Posting Subscriber (or an authorized officer of a Posting

Subscriber that is an entity or organization) that it has investigated the allegations made by the Requesting Subscriber and in good faith believes that the Infringing Matter does not violate or infringe the intellectual property or proprietary rights of the Subscriber, HCPA shall not re-post or re-display the Infringing Matter on the Subscriber Site. If the Posting Subscriber does provide such a written response to HCPA within such 10-day period, then HCPA shall notify the Requesting Subscriber and the Requesting Subscriber shall have a period of ten (10) days to obtain an injunction or other Court Order preventing the Posting Subscriber from posting or displaying the Infringing Matter on the Subscriber Site (provided that the Requesting Subscriber shall not make HCPA a party to any such lawsuit, and, if it does, it shall pay the costs and expenses of HCPA incurred in connection therewith, including its reasonable attorneys' fees) or to reach an agreement with the Posting Subscriber. If the Requesting Subscriber does not provide HCPA with a copy of such injunction, Court Order or an agreement signed by both the Requesting Party and the Posting Party within such ten-day period, HCPA shall re-post or re-display the Infringing Matter on the Subscriber Site and shall not have any obligation to remove such Infringing Matter until the Requesting Subscriber provides HCPA with a copy of an injunction, Court Order or agreement described in the preceding sentence. If the Requesting Subscriber provides HCPA with a copy of such injunction, Court Order or an agreement signed by both the Requesting Party and the Posting Party within such ten-day period, HCPA shall only repost or re-display the Infringing Matter in accordance with the terms thereof. Each Subscriber forever releases HCPA and all HCPA Parties from any and all liability or damages for (a) its removal of any such Subscriber's trademarks, data, information or materials from the Subscriber Site following a request for the take-down thereof by another Subscriber pursuant to this Section 12.2; and (b) its re-posting or re-display in accordance with this Section 12.2 of any of such Subscriber's trademarks, data, information or materials from the Subscriber Site following a take-down request by such Requesting Subscriber.

12.3 Copyright Infringement Claims. The provisions of this Section 12.3 and not the provisions of Section 12.2 above shall govern and control all allegations that any data, information or materials displayed or made accessible at the Subscriber Site by any Subscriber or third party violate or infringe any copyrights of the alleging party, which alleging party may be a Subscriber or a third party:

12.3.1 Digital Millennium Copyright Act (DMCA) Notice Procedures. HCPA will respond to notices of alleged copyright infringement that comply with applicable law. If a Subscriber or third party believes that any materials displayed on or accessible at the Website or the Subscriber Site infringe any of its copyrights, it may request removal of such materials (or access thereto) from the Website or the Subscriber Site by submitting written notification to the HCPA Intellectual Property Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (the "DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- The physical or electronic signature of the party alleging infringement (the "Alleging Party");

- Identification of the copyrighted work the Alleging Party believes to have been infringed or, if the claim involves multiple works, a representative list of such works;
- Identification of the material the Alleging Party believes to be infringing in a sufficiently precise manner to allow HCPA to locate that material;
- Adequate information by which HCPA can contact the Alleging Party (such as name, mailing address, telephone number, and, if available, an e-mail address);
- A statement that the Alleging Party has a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law;
- A statement that the information in the written notice is accurate; and
- A statement, under penalty of perjury, that the Alleging Party is authorized to act on behalf of the copyright owner.

HCPA's designated Intellectual Property Agent to receive DMCA Notices is:
HCPA's General Counsel

If any Alleging Party fails to comply with all of the requirements of Section 512(c)(3) of the DMCA, its DMCA Notice may not be effective. If an Alleging Party knowingly materially misrepresents that material or activity on the Website or the Subscriber Site is infringing its copyright, it may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA. 12.3.2. DMCA Counter-Notification Procedures. If a Subscriber or other third party (a "Responding Party") believes that its data, information or materials were removed or access to it was disabled by mistake or misidentification, it may file a counter-notification with HCPA (a "DMCA Counter-Notice") by submitting written notification to the HCPA Intellectual Property Agent (identified above). Pursuant to the DMCA, the DMCA Counter-Notice must include substantially the following:

- The physical or electronic signature of the Responding Party;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled;
- A statement under penalty of perjury by the Alleging Party (or an authorized officer thereof) that it has a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled;
- The name, address, and telephone number of the Responding Party (and if it wishes to facilitate HCPA's ability to contact you, its e-mail address); and
- A statement that the Responding Party consents to the jurisdiction of the Federal District Court for the judicial district in which its address is located (or if its address is outside of the United States, for any judicial district in which HCPA may be found), and that it will

accept service of process from the person who provided HCPA with the DMCA Notice at issue.

The DMCA allows HCPA to restore the removed content if the party filing the original DMCA Notice does not file a court action against the Responding Party within ten (10) business days of receiving the copy of the Responding Party's DMCA Counter-Notice.

If a Responding Party knowingly materially misrepresents that material or activity on the Website or the Subscriber Site was removed or disabled by mistake or misidentification, such Responding Party may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

13. Responsibility for Information Revealed through Subscriber Site. Supplier Subscribers who choose to list ingredients on the Ingredient Database agree not to hold HCPA responsible or liable for information regarding product formulations, including, but not limited to, product components, product specifications, or toxicological data, revealed on the Ingredient Database, and each Subscriber releases HCPA and all HCPA Parties from all liability relating to the listing of such information on the Subscriber Site.

14. Termination of Agreement; Survival of Obligations. This Agreement may be terminated by either party hereto at any time upon notification of termination transmitted by HCPA to Subscriber's email address or by Subscriber by using the "Contact" page on the Website. Other notices provided pursuant to this Agreement shall be provided in the same manner. All provisions of this Agreement that expressly or by their nature survive the termination of this Agreement shall so survive, including without limitation, the provisions of Sections 4, 5, 8, 11, 14, and 17. In the event of any termination of this Agreement, HCPA will prevent Subscriber from accessing the Subscriber Site by deactivating Subscriber's account. Each Subscriber acknowledges and agrees that upon the expiration or termination of its Subscription: (a) HCPA shall prevent any listings of such Subscriber and/or any other data or information added or posted by such Subscriber to any database or resource accessible at the Subscriber Site from being viewed or accessed by other Subscribers at the Subscriber Site; and (b) HCPA may, but shall have no obligation to, store and retain on its networks any and all of such Subscriber's listings or other data or information posted by such Subscriber at the Subscriber Site, and if such Subscriber subsequently renews its Subscription or purchases a new Subscription, HCPA may re-post any such retained listings, data or information to the Subscriber Site so that it can be accessed by other Subscribers.

15. Entire Agreement; Severability. This Agreement is the entire agreement between each Subscriber and HCPA relating to the Subscriber Site and the data, information and materials displayed on or accessible at the Subscriber Site, and supersedes all other verbal or written agreements between HCPA and each Subscriber regarding the subject matter hereof. If any provision of this Agreement is found to be invalid, vague, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. Any vague or ambiguous language shall not be presumptively construed against either party to this Agreement and shall be construed consistent with the primary purpose of this Agreement as expressed by its remaining terms. Those portions invalid or unenforceable will be subject to revision so that they may be made fully valid and enforceable clauses of this Agreement with

mutual consent.

16. Knowing Consent and Authority to Consent. The parties to this Agreement knowingly and expressly consent to the foregoing terms and conditions. Each person assenting to this Agreement represents that s/he is authorized to enter into this Agreement.

17. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia without regard to the conflict of laws principles of any jurisdiction. The sole and exclusive venue for any and claims and disputes arising out of or relating to this Agreement, the Subscriber Site, and/or a Subscriber's access or use of the Subscriber Site or any of the data, information or materials displayed on the Subscriber Site shall be the state and federal courts of competent subject matter jurisdiction located in the District of Columbia. HCPA and each Subscriber consents to the exclusive jurisdiction of such courts for all such claims and disputes.