



Mail, fax or e-mail the completed form to:
NBMDA
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Chicago, IL 60611
Fax: (312) 644-0310
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NBMDA Financial Benchmarking & Industry Analysis

Please complete the following form to register your company for the Financial Benchmarking & Industry Analysis Tool.

USER PROFILE:

First Name: _____ **Last Name:** _____
Title: _____ **Login Name:**** _____
Email: _____
Phone: _____

COMPANY PROFILE:

Company: _____
Company Address: _____
Company City, State, Zip: _____
Company Phone: _____ **Company Login Code:**** _____
Fiscal YE Month: _____ **Tax ID#:** _____
SIC Code: _____ **NAICS Code:** _____

*** Codes can include numbers and alpha characters and must not exceed 20 characters. Spaces and special characters are not allowed. Save these login codes for your files – they are required for system access*

PAYMENT:

The cost for a one-year subscription to the Financial Benchmarking & Industry Analysis tool is \$395.00. For questions regarding your order, contact NBMDA at 888.747.7862.

- Check** - make payable to "NBMDA"
- Credit card payment: authorization to charge \$395.00**
 - American Express
 - MasterCard
 - Visa

Card Number: _____
Expiration Date: _____ **Security Code:** _____
Print Name of Cardholder (as it appears on card): _____
Billing Address: _____
City: _____ **State:** _____ **Zip Code:** _____
Authorized Signature: _____ **Date:** _____

By signing below I indicate acceptance of the iLumen Network Services License Agreement

Authorized Signature: X _____ Date: _____

iLumen Network Services License Agreement

Terms and Conditions

This Network Services License Agreement (the "Agreement") is between you ("you" or "your") and iLumen™, Inc. ("iLumen"), a provider of web-based information technologies that optimize mission critical business processes. By clicking on "I accept" you agree that you have read this Agreement and will be bound by its terms and conditions.

1. License.

iLumen hereby grants you a non-exclusive, non-transferable license to access the iLumen™ Financial Information Network™ (the "iLumen Network") for the purposes of submitting financial data and other information ("Your Data") electronically via the iLumen Network and receiving access to the products and services (the "iLumen Network Products and Services") selected by you. iLumen may, from time-to-time in its sole discretion, make available for subscription by you additional products and services (the "Additional Products and Services"), including but not limited to products and services offered in conjunction with, or by, third parties. In the event you wish to subscribe to any Additional Products and Services, you may be required to enter into a separate agreement with iLumen and/or a third party. For additional information on the iLumen Network Products and Services and any Additional Products and Services, see www.ilumen.com. iLumen may update its description of the iLumen Network Products and Services and any Additional Products and Services on its website from time-to-time, in its sole discretion. Any such updates will be effective upon posting. It is your responsibility to periodically review iLumen's website for such updates.

2. Consent.

You hereby consent to iLumen's acquiring, analyzing, aggregating and communicating Your Data via the iLumen Network and the inclusion of Your Data by iLumen in a secure, central repository consisting of data and content for all companies that maintain accounts on the iLumen Network. In addition, you authorize iLumen to disclose Your Data to third parties (i) to the extent necessary to enable iLumen to perform its obligations under this Agreement and provided such third parties agree to be bound by the terms of Section 4 hereof or (ii) provided your business' identity is not disclosed. You agree that Your Data submitted by you through the iLumen Network will be available to iLumen on a continuing basis and iLumen may, but is not obligated to, elect to use Your Data. You agree that this Section 2 will survive any termination or expiration of this Agreement with respect to Your Data submitted by you prior to such termination or expiration.

3. iLumen Financial Benchmarking Service Subscription.

In the event you have elected to subscribe to iLumen's Financial Benchmarking Service in order to receive secure, anonymous and aggregate online peer group benchmarking and industry comparison reports that represent the average performance of your business' industry sector ("Benchmarking Reports"), you acknowledge that in order to be able to receive Benchmarking Reports, you must agree to the inclusion of your business' financial metrics on an anonymous basis in an aggregate database maintained and owned by iLumen (the "Aggregate Database"). If you elected to subscribe to iLumen's Financial Benchmarking Service, you agree (i) to iLumen's anonymizing your business' financial metrics such that the identity of your business cannot be determined from such data (the "Anonymous Data"), and including such Anonymous Data in the Aggregate Database, (ii) that the Aggregate Database, and its contents is the property of iLumen and (iii) that iLumen, among other things, may disclose the contents of the Aggregate Database in Benchmarking Reports to third parties.

4. Confidentiality Obligations; Privacy of Financial Information.

iLumen agrees that it will not disclose or use any confidential, trade secret or nonpublic personal information related to you which comes into the possession of iLumen, for any purposes other than (i) satisfying iLumen's duties and obligations to you under this Agreement, and (ii) exercising its rights specifically set forth herein. Any such permitted use or disclosure by iLumen of nonpublic personal information shall be in compliance with federal and state laws, rules and regulations, including specifically the requirements of the Gramm-Leach-Bliley Act, 16 CFR 31.4.

5. Term; Termination.

(a) Unless earlier terminated as provided in this Agreement, the initial term of this Agreement will begin on the Effective Date and continue for a period of one year following the Effective Date, and will automatically renew for successive one (1) year terms (the "Term"). Either Party may terminate this Agreement by giving the other Party thirty (30) days' prior written notice. (b) In the event you have subscribed to iLumen's Financial Benchmarking Service, but wish to terminate such subscription, you may do so by delivering thirty (30) days' prior written notice of termination to iLumen at 1375 Spring Street, NE, Atlanta, Georgia 30309, Attention: Customer Service Department. You acknowledge that by terminating your subscription to the iLumen Financial Benchmarking Service, you will no longer be eligible to receive Benchmarking Reports. You agree and acknowledge that iLumen may continue to include in Benchmarking Reports any Anonymous Data in the Aggregate Database related to your business' financial metrics that was contributed prior to the termination date and will be under no duty to remove from the Aggregate Database any such Anonymous Data. (c) Upon expiration or termination of this Agreement for any reason, all rights granted by iLumen hereunder shall terminate.

6. iLumen Network Subscription Fees; Registration Data.

(a) You acknowledge that you have reviewed the iLumen Network Subscription Fees listed on the registration page. You agree to pay iLumen the annual license fees corresponding to the iLumen Network Products and Services selected by you (collectively, the "Subscription Fees") and for any additional amounts (including any taxes and late fees, as applicable) as may be accrued by or in connection with your account on the iLumen Network. **YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL SUBSCRIPTION FEES AND RELATED CHARGES.** Prices and availability of any iLumen Network Products and Services are subject to change by iLumen in its sole discretion from time to time. (b) You agree to provide accurate, current, and complete information required to register on the iLumen Network, including credit card information, if necessary, and at other points as may be required in the course of using the iLumen Network ("Registration Data"). You further agree to maintain and update your Registration Data as required to keep it accurate, current, and complete. iLumen may terminate your rights to access any or all of the iLumen Network if any information you provide is false, inaccurate or incomplete. You agree that iLumen may store and use the Registration Data you provide (including credit card information) for use in maintaining your accounts and billing Subscription Fees to your credit card.

7. Warranty.

iLumen warrants that: (i) it either owns or has the necessary rights to provide access to the iLumen Network to you in accordance with the terms of this Agreement; and (ii) it will comply with all applicable laws, rules and regulations in connection with its obligations in providing services pursuant to this Agreement. You warrant that: (i) you either own or have the necessary rights to provide Your Data to iLumen as provided herein; (ii) that Your Data and the Registration Data is true and correct in all material respects; (iii) that you, or the person completing this Agreement on your behalf, if other than yourself, has the full authority and is duly authorized by you to do so; and (iv) you will comply with all applicable laws, rules and regulations in connection with its obligations in providing services pursuant to this Agreement. **EXCEPT AS PROVIDED HEREIN, ILUMEN DISCLAIMS ALL IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE ILUMEN NETWORK, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ILUMEN DOES NOT WARRANT THAT THE ILUMEN NETWORK WILL OPERATE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY FOR THE SELECTION, POSSESSION AND PROPER USE OF THE ILUMEN NETWORK AND FOR VERIFYING THE RESULTS OBTAINED THROUGH USE OF IT.**

8. Indemnification.

Each Party shall, at its expense, defend, indemnify and hold the other Party and its affiliates harmless from and against any losses, expenses (including reasonable attorneys' fees), costs, liabilities, charges from any claims or allegations made by third parties arising out of any gross negligence or intentional misconduct of such Party or its employees, agents or contractors in connection with this Agreement. In addition, you will at your expense defend, indemnify and hold iLumen harmless from and against all losses, expenses (including reasonable attorneys' fees), costs, liabilities, charges from any third party claims or allegations that iLumen's use of Your Data in accordance with this Agreement violates the intellectual property or any other rights of any party. The indemnified party covenants to notify the indemnifying party in writing of the relevant claim as soon as practicable and give the indemnifying party full authority, cooperation, information and assistance and sole control of the defense of the claim and all related settlement negotiations; provided that the indemnifying party will not settle

any claim in a manner adverse to the indemnified party without the indemnified party's prior, express, written consent. The indemnified party may participate in the defense through its own counsel at its own expense.

9. Restrictions on Use.

You acknowledge that no provision of this Agreement or any other agreement grants you any ownership rights with respect to the iLumen Network, the Network Products and Services, any Additional Products or Services or any components of each thereof. You shall not (and shall not allow any other person to) modify, prepare derivative works of, reverse engineer, decompile or disassemble any proprietary aspects or features of the iLumen Network. Except as iLumen may specifically approve in writing, your rights to use the iLumen Network shall not extend to any subsidiary, parent or affiliate of your business. You further acknowledge that (i) the sharing of login credentials with an unauthorized user; or (ii) the sale, offer to sell or sharing of any analysis or reports produced by the iLumen Network, including, but not limited to, any benchmarking or industry trend reports, with any third party without iLumen's prior written consent, is strictly prohibited and may result in the immediate termination of this Agreement by iLumen. In the event that iLumen elects to terminate the Agreement pursuant to this Section 9, iLumen will not be liable for any damages, direct or indirect, actual or consequential, that you may incur as a result, regardless of whether iLumen was aware that such damages may arise.

10. No Responsibility for Third-Party Materials or Web sites.

Certain content, products, and services available via the iLumen Network may include materials from third parties. In addition, iLumen may provide links to certain third party Web sites. You acknowledge and agree that iLumen is not responsible for examining or evaluating the content or accuracy of any such third-party material or Web sites. iLumen does not warrant or endorse and does not assume and will not have any liability or responsibility for any third-party materials or Web sites, or for any other materials, products, or services of third parties. Links to other Web sites are provided solely as a convenience to you. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party, and that iLumen is not in any way responsible for any such use by you.

11. Enforcement of These Terms.

iLumen reserves the right to take steps iLumen believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to iLumen's right to cooperate with any legal process relating to your use of the iLumen Network and/or the iLumen Network Products and Services, and/or a third party claim that your use of the iLumen Network and/or the iLumen Network Products and Services is unlawful and/or infringes such third party's rights). You agree that iLumen has the right, without liability to you, to disclose any Registration Data and/or your account information to law enforcement authorities, government officials, and/or a third party, as iLumen in good faith believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement.

12. Miscellaneous.

The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, without regard to its conflicts of laws principles. The headings and subheadings to Sections of this Agreement are inserted for convenience only and are in no way to be construed as part of this Agreement. If any provision or portion of any provision of this Agreement shall be held by a court with appropriate authority to be illegal, invalid or unenforceable, the Parties intend that the remaining provisions or portions shall remain in full force and effect. This Agreement shall be binding upon the parties hereto and their respective successors. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Failure to exercise a right or remedy granted hereunder shall not be deemed a waiver of such right or remedy. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements or understandings. Any amendment or modification of this Agreement shall be in writing and executed by duly authorized representatives of the parties.

13. Assignment.

This Agreement may be assigned by iLumen without your prior written consent, provided that the assignee agrees to be bound by the terms and conditions contained herein.

14. Survival.

Sections 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13 and 14 shall survive termination or expiration of the Term.