

# **EXHIBIT K**

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3.4.2 abuse or modification of the Research Service by you.

#### **4.0 LIABILITY LIMITATIONS.**

**4.1 DAMAGES DISCLAIMER.** UNDER NO CIRCUMSTANCES WILL WE OR ANY SUPPLIER BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

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**5.0 CHANGES TO THE AGREEMENT.** We may immediately amend the Agreement from time to time by posting changes on the Website. Your continued use of the Research Service after notice of any change is posted to the Website will constitute your acceptance of the change.

**6.0 PROFESSIONAL RESPONSIBILITY.** The Research Service does not constitute or contain legal advice and is not intended to be a substitute for the exercise of professional judgment. The Research Service is provided for convenience purposes only.

#### **7.0 MISCELLANEOUS.**

**7.1 Termination.** We may suspend or discontinue providing the Website and Research Service at any time and without notice to you.

**7.2 Notices.** All notices and other communications under the Agreement will be deemed given on the date posted to the Website.

**7.3 Failure to Enforce.** If we fail to enforce any provision of the Agreement it will not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

**7.4 Governing Law.** The Agreement will be governed by and construed in accordance with the laws of the State of Georgia, regardless of the law that might otherwise apply under applicable principles of conflicts of law.

**7.5 Survival.** Sections 1.0, 2.0, 3.0 and 4.0 will survive after the Website is no longer available and this Agreement is considered terminated.

## **8.0 DEFINITIONS.**

**8.1 “Agreement”** means the terms and conditions provided in this Agreement.

**8.2 “Licensed Program”** means, if applicable, any computer programs, control information and related software that provide access to the Materials.

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