# EXHIBIT K

# WEBSITE TERMS AND CONDITIONS

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- **3.2** Limited Warranty Regarding Use of the Research Service Media. You hereby represent and warrant that all use of the Research Service will comply with this Agreement and all federal, state and local laws, statutes, rules and regulations.
- **3.3 General Disclaimer.** WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE RESEARCH SERVICE, THE ACCURACY OR THE COMPLETENESS OF THE MATERIALS; THE RESEARCH SERVICE AND MATERIALS ARE FURNISHED ON AN "AS IS", AS-AVAILABLE BASIS. ALL WARRANTIES OF ANY TYPE NOT EXPRESSLY STATED IN THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

- **3.4 Warranty Limitation.** We will have no responsibility to you under this Section 3.0 with respect to:
- 3.4.1 any use of the Research Service in a manner not authorized by this Agreement; or
- 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.
- **4.2 LIABILITY DISCLAIMER.** Neither we nor any Supplier will be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from: (a) any errors in or omissions from the Research Service or any Materials available or not included therein, (b) the unavailability or interruption of the Research Service, (c) your use of the Research Service, (d) your use of any equipment in connection with the Research Service, or (e) the content of any Materials.
- **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.
- **8.3 "Materials"** means the information contained in the Research Service.
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- **8.8 "Website"** means any website owned by or operated for the State of Georgia containing the Research Service.