



Your Name	
Job Title	
Organization Name	
Department/Division	
Email Address	
Phone Number	
Fax Number	
Mailing Address	
To help us better understand your use of DCG resources, please include information on the following:	
1. Which area(s) in your organization require this data for improvement?	
2. How long have you needed this type of data?	
3. How will this benefit your organization (e.g. time to market, quality, etc.)	
4. Has your organization previously used outside data and what was the outcome?	
5. Once this data is accessed, how do you see you organization using this information?	

Yes. I understand this is a limited access license which only provides access to summary views from the DCG Industry Database. I understand that DCG reserves the right to rescind access to this database at any time.

THE TERMS AND CONDITIONS ATTACHED HERETO MUST BE AGREED AND ACCEPTED BY SUBSCRIBER AND/OR AUTHORIZED USER ONLINE IN EACH INSTANCE IN ORDER TO ACCESS THE SERVICE THROUGH DCG'S WEBSITE.

By signing below you certify that you have read and agree to abide by this Subscription Agreement, including all such Terms and Conditions attached hereto and incorporated herein by reference and the Fee Schedule (\$0) and that you are authorized to sign this Agreement on behalf of Subscriber.

Authorized signature _____ Date _____

Print Name _____

Title of Authorized Signer _____

E-mail _____ Phone _____

Fax completed Agreement to: 1-866-293-0120, e-mail to f.thompson@davidconsultinggroup.com or mail to:

David Consulting Group Attn: Michael Harris, 1770 E. Lancaster Ave., Suite 15, Paoli, PA 19301



Industry Data Public Access Enrollment Form

BLOCK below for use by DCG only

Assigned User ID: _____
Assigned Password: _____

TERMS and CONDITIONS

1. Scope of License. During the term of this Agreement, Subscriber is granted a nonexclusive, revocable, nontransferable license to access and use the DCG Industry Data Software Performance Measurement Subscription Service ("Service"), a user-driven data subscription service owned and created by DCG, through DCG's Website. An Authorized User is any individual who is an employee, faculty and/or staff officially affiliated with Subscriber. The license extends only to the Subscriber and such Authorized Users individually and may not be transferred to, or extended to, others.

2. Service. This license entitles Subscriber and Authorized Users access to the Service, which includes an industry leading database of productivity performance measurements for several thousand software development projects less than 6 years old. This information will be refreshed on an on-going basis as determined by DCG. The Service is a for fee user-driven data subscription service that provides information immediately with an initial retrieval followed by an on-demand refresher.

3. Permitted Use. Subscriber and Authorized User may utilize the Service through DCG's Website on a no cost subscription basis. Results and data obtained by Subscriber's use of the Service must be used solely for internal purposes of Subscriber.

Subscriber is solely responsible for any use through Subscriber's IP address to access the Service and will use all reasonable care to ensure that there is no unauthorized use through Subscriber's IP address. Unauthorized use through Subscriber's IP address, with or without Subscriber's knowledge, is a violation of this Agreement. Subscriber will cooperate with DCG in investigating any prohibited uses and will take reasonable steps to ensure the cessation of such activity and to prevent any reoccurrence. Subscriber agrees to indemnify and hold DCG harmless from any liability or claim of any person arising from unauthorized use.

Authorized Users and Subscriber shall claim no ownership by reason of their use of or access to the Service. Subscriber specifically agrees that use by Subscriber or Authorized Users other than as indicated above is a violation of the terms of this Agreement. The Subscriber and Authorized Users may only use this online access in a way that conforms with all applicable laws and regulations.

4. Prohibitions on Certain Uses. Subscriber agrees that the Service and reports provided by the Service may not be altered, modified, downloaded, copied, forwarded, transferred, sold, rented, distributed or reproduced in any way. Subscriber agrees not to provide access to the Service to anyone who is not the Subscriber or an Authorized User.

5. Conditions of Use.

a. **Hours.** Access to the Service will be provided on a non-guaranteed basis seven (7) days per week, twenty-four (24) hours per day, excluding scheduled maintenance required by DCG to update or repair the site from time to time.

b. **User ID/Password.** DCG will issue one user ID/password per individual subscription. Subscriber is responsible for preserving the secrecy of its designated user ID/password and to ensure that access to the Service and use of ID/password is controlled by Subscriber.

c. **Access:** Subscriber is solely responsible for the selection and procurement of any equipment and telephone lines necessary to access the Service.

6. Term and No Fees. This Agreement shall be effective upon Subscriber's submittal of this enrollment form and shall continue for a term of twelve (12) months. No fee is charged for this service. This Agreement will remain in effect thereafter for successive subscription years so long as the enrollment form is updated upon request by DCG to the subscriber. Both DCG and Subscriber have the right to terminate this Agreement at any time without notice before the end of the subscription year.

Subscriber shall be responsible for all costs associated with establishing access to the Service, including but not limited to any telecommunications or other charges imposed by carriers, proprietary network operators and Internet access providers.

DCG reserves the right to suspend or terminate access to the Service without prior notice if the Subscriber or Authorized User of the Subscriber violates and term of this Agreement.



7. Copyright. DCG is the owner of all right, title, and interest, including copyright, translation rights, redistribution rights, and the right to produce the material in alternate media, for any and all material that can be accessed under this Agreement. All materials of and relating to the Service are subject to copyright, database protections, and any other rights of the publisher (DCG) under the laws of the United States and the country of use.

8. Disclaimer of Warranties. DCG warrants that it has the authority to grant the license as described in this Agreement. DCG has made and will make reasonable efforts to ensure that the Service is complete and accurate. However, DCG does not warrant their completeness or accuracy and does not warrant that the Subscriber or any Authorized User's use of the Service will be uninterrupted or error free, or that the results obtained will be useful or will satisfy the Subscriber's or any Authorized User's requirements.

DCG MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF INABILITY TO ACCESS THE SERVICE OR ERRORS OR INACCURACIES IN THE CONTENT OF THE SERVICE.

Delays. Neither party shall be responsible for delay or failure in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, an act of God; an act of war, riot, epidemic, fire, flood, other disasters; or an act of government.

9. General.

a. This Agreement constitutes the entire Agreement between the parties hereto and supercedes all prior oral and written and contemporaneous oral negotiations, commitments and understandings. The various headings in the Agreement are informational only and to not limit the scope or content of the subject matter contained therein. No waiver, amendment, or modification of this Agreement shall be effective unless it is in writing and signed by the parties hereto.

b. The Subscriber may not assign or transfer its rights under this Agreement.

c. Should any provision of this Agreement be held to be void or unenforceable, the remaining provisions shall remain in full force and effect to be read and construed as if the void or unenforceable provisions were originally deleted.

d. The validity, interpretation and performance of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.