

GALLUP
DATA SUBSCRIPTION AGREEMENT

This Data Subscription Agreement (the “**Agreement**”) is entered into by and between Gallup as identified below (“**Gallup**”) and Client, (“**Client**”) as of the Effective Date (as specified below). The Agreement consists of the terms and conditions set forth below and any Program Schedule or attachments (which are hereby incorporated by this reference).

By signing below, each party agrees to be bound by all of the terms and conditions of this Agreement.

Gallup: Address: 901 F St NW, Washington DC 20004 Print Name: Kris Hodgins Signature: _____	Client Address: _____ Print Name: _____ Signature: _____
Effective Date: _____	

1. Definitions.

“**Attribution**” means use of Gallup’s marks, name, or logos in identifying Gallup as the provider of Data or accrediting Data as being provided or licensed to Client by Gallup.

“**Combined Data**” means the combination of Data and Client Data in a single Report.

“**Contractor**” means any third-party, whether or not employed by Client, performing services on behalf of Client.

“**Data**” means the data set transferred to Client under this Agreement, including without limitation, Data deployable in any format, including any statistical-based software such as, but without limitation, SPSS and SAS, that Client shall have the right to access and use pursuant to the terms of this Agreement and any and all updates and modifications to such Data made by Gallup or its suppliers from time to time and delivered to Client in accordance with the terms herein, and as further described in any Program Schedule.

“**Client Data**” means (a) all information that is collected, developed, created or derived by or on behalf of; or (b) licensed from a third party to, Client or its affiliates. In no event will Data delivered under this Agreement be considered Client Data.

“**Intellectual Property Rights**” means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, publicity, database rights and similar rights of any type, including any applications, continuations or other registrations with respect to any of

the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory or judicial authority.

“**Initial Term**” is defined in Section 6.

“**Program**” means an agreement set forth in a Program Schedule that outlines the terms under which Gallup will provide the Data in any specific instance.

“**Program Schedule**” will mean any schedule that the Parties execute that details any Program and any such schedule will include, at a minimum, a description of the Data, the term of the Data license, a method of transmission of the Data if different than as already set forth in the Agreement, the Service Fees, and any additional specific terms and conditions applicable to the given Program. Each such Program Schedule will be titled A-1, A-2, et. seq.

“**Protectable Data**” means any elements of the Data which constitute protectable Intellectual Property Rights under United States law.

“**Reports**” means (a) reports, models, white papers, research papers, analytical assessments, and other publications generated by or on behalf of Client or its Affiliates with use of, or reference to, the Data; and (b) any download or manifestation of the Data in any physical or electronic form.

“**Term**” is defined in Section 6.

“**User License**” those individuals, determined by Client to which Gallup provides initial access to the Data.

2. License to Data.

2.1 License Grant. Gallup, for the term identified in the applicable Program Schedule, unless otherwise specifically set forth herein the Agreement, hereby grants to Client a worldwide, fully paid up, non-exclusive, nontransferable (except as otherwise set forth herein), license to (a) download, store on Client's computer systems, access a limitless number of times, use, and manipulate the Data for Client's internal use at its sole discretion; and (b) create Reports, and publish externally, redistribute, and manipulate such Reports in accordance with United States Copyright Law, but subject to the rights and restrictions set forth in Section 2.2 below. Except as otherwise set forth in the terms of this Section 2 or elsewhere within this Agreement, Client may not make, have made, sell, offer for sale, execute, reproduce, display, perform, distribute externally to any third party copies of, or prepare derivative works of the Data.

2.2 Reports. Reports may be (a) used internally, in perpetuity at Client's sole discretion, and (b) distributed externally, thereby also being used or otherwise existing in perpetuity, so long as such externally distributed Reports do not contain only Data, but also include Client Data. Furthermore, Client agrees not to include in a Report, or otherwise provide to any third party, Data, in a quantity or specificity that could reasonably be deemed to be a substitute for such third party's acquisition of Data from Gallup when considering the volume of Data included in conjunction with its relative importance in quality and quantity to the total amount of Combined Data included within the relevant Report.

2.3 Use by Contractors. Client's Contractors are entitled to use the Data in accordance with this Agreement and have and are entitled to all rights, benefits, and protections granted to Client pursuant to this Agreement with respect to such Data.

2.4 Display and Use. Client will have the sole right to determine the placement and location, if any, of all or any portion of the Data, including any use of the Data on or through any Client report, in accordance with the terms herein.

2.5 Attribution. Client must include Attribution for use of Data in an externally distributed Report when (a) including the Data without modification; or (b) using Data as a direct source of Client's analysis in any such Report. Upon Gallup's request, Client will furnish Gallup with a sample of such Attribution. Notwithstanding the foregoing, Gallup acknowledges and agrees that the placement, positioning and form for any Attribution is to be determined by Client, in its sole discretion.

2.6 Non-Exclusive. Nothing in this Agreement will be deemed to create an exclusive obligation on the part of either party or to prevent or restrict Client from using or obtaining data from any other source.

3. Data Obligations.

3.1 Delivery. Within five (5) days of Gallup's receipt of payment by Client for the Data, Gallup will make the Data available to Client in electronic format. The specific format for the Data and method of transfer will be as specified in the applicable Program Schedule, provided that if no method is specified then the Data will be available in one (1) or more of the following: (a) SPSS, SAS or other statistical model; or (b) a standard method of transmitting data in a manner that is useable, downloadable, and manipulable by the recipient such as, but without limitation, a .doc, .ppt, or other similarly formatted file. In all cases Gallup will ensure Client has a secure and efficient method for accessing the Data.

3.2 Updates and Refreshes. Gallup will update and refresh the Data on a regular basis during the Term but no less frequently than the subscription level identified in the program schedule starting from Gallup's first delivery of the Data after Client's payment, provided that Gallup will maintain its standard update schedule. Without notice, Gallup reserves the right to increase or decrease the frequency and/or volume of surveys in its sole discretion.

4. Intellectual Property Rights.

4.1 Gallup's Rights. As between Gallup and Client, Gallup and its suppliers retain any right, title and interest in and to any Protectable Data. Notwithstanding the foregoing, this Agreement does not affect any right that Client would have had, or will have, independent of this Agreement, including, but not limited to, fair use rights under applicable copyright and trademark laws in the United States and other jurisdictions, so long as such rights under this clause do not exceed the limits set out in Section 2.2 of this agreement. Any suggestions, ideas, enhancements requests, feedback, recommendations or other information provided by Client or learned as a result of Client's use of the Data is protected by intellectual property rights owned by or licensed to Gallup.

4.2 Client's Rights. As between Gallup and Client, Client retains all right, title and interest (including all Intellectual Property Rights) in and to any Report, exclusive of Protectable Data within such Report, provided that Gallup hereby irrevocably assigns, transfers and conveys to Client the right to use Protectable Data within such Report in perpetuity, without compensation or duty to account to Gallup other than as otherwise set forth herein.

5. Payment; Taxes. Client will pay Gallup the fees set forth in the applicable Program Schedule for all Data delivered under this Agreement. Each party shall be solely responsible for its expenses and costs of performing under this Agreement. Unless otherwise stated in the applicable Program Schedule, Client shall pay all properly issued invoices net thirty (30) days from receipt, but prior to delivery of any Data corresponding to such payment. Client shall be responsible for all Sales, Use, VAT or similar taxes imposed on the services.

6. Term and Termination.

6.1 **Term.** This Agreement is effective as of the Effective Date and shall remain in effect for twelve (12) months from the Effective Date ("Initial Term") unless terminated earlier in accordance with this Section 6. Unless terminated, this Agreement will automatically renew upon expiration of the Initial Term for additional successive one (1) year terms, up to the number of Terms identified in the Program Schedule, unless either party gives the other prior written notice of cancellation at least thirty (30) days prior to expiration of the then-current term. The Initial Term and any subsequent terms shall be referred to collectively herein as "Term".

6.2 **Termination.** Either party may terminate this Agreement if the other party fails to cure any material breach of this Agreement within sixty (60) days after written notice of such breach. Client may terminate this Agreement at any time for any reason or no reason by giving Gallup thirty (30) days written notice. Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

6.3 **Survival.** Sections 1 (Definitions), 2 (License to Data), 4 (Intellectual Property Rights), 6 (Term and Termination), 7 (Warranties of Gallup), 8 (Warranty Disclaimer), 9 (Limitation of Liability), 10 (Indemnification), 11 (Confidential Information and Publicity) and 12 (General) will survive any termination or expiration of this Agreement. For the avoidance of doubt, irrespective of any expiration or termination of this Agreement, Client's rights, pursuant to this Agreement, with respect to any Data in Client's possession as of the date of termination, will survive.

7. **Warranties of Gallup.** Gallup represents and warrants as follows:

7.1 **Due Authority.** Gallup has the requisite power and authority to enter into and carry out the terms of this Agreement and has and will have the right and power to grant the licenses and rights granted to Client hereunder without the consent of any third party, and its performance under this Agreement will not conflict with any other obligation Gallup may have to any other party.

7.2 **All Necessary Rights.** The Data has been and will be independently created by Gallup's employees, or Gallup has procured all necessary rights and licenses from the owners of such rights to enter into and carry out the terms of this Agreement, and in either case the exercise of Client's rights under this Agreement will not require the acquisition of rights from or payment of money to any third party.

7.3 **Non-Infringement.** Neither the Data nor the exercise by Client of any of the licenses granted hereunder will infringe any Intellectual Property Right of any third party or be subject to any restrictions or to any mortgages, liens, pledges, security interest, encumbrances or encroachments.

7.4 **No Third Party Terms Obligations.** The Data is not subject to any Third Party Terms and was not created, collected or processed in any manner which violates any Third Party Terms. Furthermore, Client's exploitation of the Data in accordance with its license under this Agreement will not subject Client to, nor cause Client to violate, any Third Party Terms. Client is not required to provide any copyright, license or other notice or attribution in connection with its use or distribution of the Data under any Third Party Terms or otherwise.

7.5 **Compliance with Laws.** Gallup's performance under this Agreement and all Data are and shall be in compliance with all applicable foreign and domestic federal, state and local laws and government rules and regulations (including, without limitation, any laws, directives or regulations relating to databases, data collection or data transfer).

8. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, AND EACH PARTY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability.

9.1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

9.2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE LIABILITY OF GALLUP UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (A) TEN THOUSAND DOLLARS (\$10,000), OR (B) AMOUNT PAYMENT BY CLIENT TO GALLUP UNDER THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTHS.

9.3 The parties agree that the limitations specified in this Section 9 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

10. Indemnification.

10.1 **Indemnification Obligation.** Gallup agrees to defend and to indemnify and hold harmless Client, its Affiliates, employees and representatives, from and against all

claims, demands, actions, losses, liabilities, damages, costs and expenses of any kind or nature (including without limitation attorney's fees) arising out of (a) any claim of infringement of any Intellectual Property Right with respect to the Data, or Client's exercise of the rights granted in this Agreement; or (b) Gallup's gross negligence or willful misconduct, and shall pay any judgments or settlements based thereon. Without limiting the foregoing, if Gallup or Client receives a modification or removal request related to the Data which is initiated by a party that is listed in or otherwise has rights in the Data, Gallup, upon notice by Client in the case that Client receives such request, shall be fully responsible for accepting and responding to such request. Gallup shall notify Client if such request results in Gallup having to modify or remove any Data.

10.2 Process. Gallup's indemnification obligation hereunder is expressly conditioned on the following: (a) Client shall promptly notify Gallup in writing of any such claim or action of which it becomes aware; (b) Gallup shall have the sole control of the defense and all negotiations for any settlement or compromise of such claim or action; provided that Gallup will not settle any claim or action without Client's prior written consent if the settlement involves an admission of liability or wrongdoing on the part of the Client or imposes any obligation on Client; (c) Client will reasonably cooperate and, at Gallup's request and expense, and at Client's option, assist in such defense; and (d) Client shall have the right, in its sole discretion, to participate in the defense of a claim with counsel of Client's choice at Client's expense. In addition to the proviso set forth in Section (b) above, Gallup agrees that it shall act reasonably and shall consult with Client before agreeing to any settlement.

11. Confidential Information and Publicity.

11.1 Confidential Information. Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified in writing as confidential at the time of disclosure or, if disclosed verbally, is identified as confidential in writing within thirty (30) days of the disclosure. The terms of this Agreement, and any not previously publicly disclosed information about Client's business, finances, information systems, products or technology provided Client to Gallup under this Agreement shall be deemed Confidential Information of Client without any further marking or designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to

receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Receiving Party who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information in violation of this Agreement may cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

11.2 Return of Materials. Upon termination of the Agreement for any reason, or upon earlier request by Disclosing Party, Receiving Party shall promptly destroy or (if specifically requested) return to Disclosing Party all documents or materials of any nature in Receiving Party's possession, custody or control (regardless of the media in which such documents or materials are stored) that have been furnished by Disclosing Party to Receiving Party, or reproduced or developed by Receiving Party or its subcontractors based on Disclosing Party's Confidential Information.

11.3 No Publicity. Except for Client's rights and obligations with regard to Attribution as set forth in Section 2.5 above, neither party will (a) directly or indirectly, disclose (including, without limitation, through any press release, advertising, customer list, web page, blog or other promotional or marketing material of any kind) the existence or content of this Agreement; or (b) identify the other as a customer, vendor, or partner or otherwise publicly use any of the others' name or trademark without the express prior written consent of the named party

12. General

12.1 Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement (or any part thereof) without the prior written consent of the other party, except that Client may assign this Agreement to an Affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets and/or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 12.1 will be null and void.

12.2 Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be

limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

12.3 Disputes. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of thirty (30) days, then, upon notice by either party to the other, disputes, claims, questions, or disagreements shall be settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its commercial dispute resolution rules.

12.5 Notices. Any notice hereunder shall be in writing to the notice address set forth above and shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered U.S. Mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

12.6 Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived.

12.7 Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

12.8 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

12.11 Entire Agreement. This Agreement (including all Program Schedules or other attachments incorporated herein by reference) is the complete and exclusive statement of the mutual understanding of the parties and

supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

PROGRAM SCHEDULE**A-1****Project Timeline:**

On, or within three (3) business days from, the Effective Date, Gallup will invoice Client for the Data (as defined in the Agreement and further set forth herein).

Data Transmission: Gallup will deliver the Data to Client in accordance with Section 3.1 of the Agreement, as well as all updates and refreshes available during the Term in accordance with Section 3.2.

Program Schedule Term: The license grant for the Data set forth in this Program Schedule will commence upon delivery of the Data and will continue for three hundred and sixty five days (365) thereafter so long as the Agreement remains in effect.

Data/Fees:

Up to one (1) User Licenses to the Gallup WorldPoll™ Survey Data, which includes all World Poll™ Survey Data collected to date in the World Poll™ database for one year from the date of delivery to Client, including all updates and refreshes thereto as set forth in the Agreement. Once the Data is accessed through a User License, it may be used by Client and Contractors in accordance with the terms of the Agreement, which includes, by way of example only and without limitation, internal distribution, the ability to download and store Data on Client's computer systems, and copy and distribute subject to the rights and restrictions of the Agreement. All obligations governing Client under this Agreement will apply to any individual granted a User License who is external to the Client organization to the same extent they apply to Client's own personnel. For clarity, only the User granted the Licenses may access the Data in its raw form, which may then be shared internally and externally as defined and agreed to by this agreement. The pricing for the Data, payable under the Agreement shall be as follows:

Data Set	Access Period	Annual Price
World Poll Data License (Includes historic dataset only – no updates provided. Dataset includes available data from 2005 through the effective date of the data license)	12 months	30,000 USD
*Each additional license is 15,000 USD		

All prices are expressed in United States dollars.

Additional Data Licenses/Fees:

Upon request, Gallup will provide additional User Licenses for the Data set forth herein at a rate of fifteen thousand US dollars (\$15,000) for each User License over the one (1) initially provided.