



TERMS & CONDITIONS – SYNDICATED SERVICES ONLY

These Terms and Conditions ("T&Cs") apply to any syndicated services ("Services") subscribed by you ("Client") from GfK Custom Research, LLC (including its subsidiary Knowledge Networks, Inc.) ("GfK") pursuant to an accepted work order, Project Statement or contract for (such agreement, a "Service Contract", and collectively with these T&Cs, the "Agreement"). Acceptance of the Service Contract shall be deemed to include acceptance of these T&Cs, which shall not be altered except as set forth below.

TERMS OF PAYMENT: Client shall pay GfK fees and expenses as set forth in the Service Contract. Client shall pay all invoices within thirty (30) days of the date of the invoice and, with respect to any delinquent payments, Client shall pay a finance charge equal to the lesser of (i) two percent (2%) per month or (ii) the highest lawful rate.

CANCELLATION: Services are not subject to cancellation after the subscription is authorized or a Service Contract is received. If GfK is unable to deliver the syndicated deliverables, Client shall receive a prompt refund of the fees paid by Client for any such deliverables not delivered. Furthermore, GfK reserves the right, in exchange for a pro-rata refund, to change or cancel the syndicated studies.

INTELLECTUAL PROPERTY RIGHTS; CONFIDENTIALITY: The syndicated studies (including all deliverables and the data set forth therein) are being licensed, not sold, by Service Provider to Client. The license is limited, non-transferable, and non-exclusive. Service Provider, not Client, will determine the design and the contents of the standard elements of the syndicated studies. GfK shall at all times retain sole and exclusive ownership rights in syndicated studies and deliverables (including the data set forth therein) as well as all intellectual property owned or used by GfK in connection with syndicated studies. Client must maintain the confidentiality of any information and deliverables provided by GfK in connection with this Agreement. Except for use within Client's organization in connection with the ordinary course of its business, Client acknowledges and agrees that it will not publish, sell, distribute, copy or reproduce in full or part, the syndicated deliverables, without the prior express written authorization from GfK.

Client acknowledges that any breach of the foregoing by Client would cause Service Provider immediate, material and irreparable injury that would not be readily compensable by the payment of monetary damages; and thus Client agrees that upon any such actual or threatened breach, in addition to any and all other remedies that may be available to Service Provider at law or in equity, Service Provider may seek and obtain from any court of competent jurisdiction temporary and permanent injunctive relief, without the necessity for posting bond or proving actual damages.

WARRANTIES; INDEMNIFICATION; LIMITATIONS ON LIABILITY: Each party warrants that it has full power and authority to enter into this Agreement and it shall comply with all applicable laws, rules and regulations in its performance hereunder. GfK represents and warrants that all Services performed and deliverables delivered shall be rendered in accordance with generally accepted professional industry standards and practices for survey research including, without limitation, the Code of Standards and Ethics for Survey Research of the Council of American Survey Research Organizations. GfK HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICES TO BE PERFORMED AND DELIVERABLES TO BE DELIVERED, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, DEALING OR TRADE USAGE.

Client agrees to indemnify and hold harmless GfK and its officers, agents, employees and subcontractors (the "GfK Indemnified Parties") against any suit, proceeding or claims for damages (including reasonable attorney's fees) brought against the GfK Indemnified Parties based on Client's breach of the Intellectual Property Rights and Confidentiality provisions herein. GfK agrees to indemnify and hold harmless Client and its officers, agents, employees and subcontractors (the "Client Indemnified Parties") against any suit, proceeding or claims for damages (including reasonable attorney's fees) brought against the Client Indemnified Parties based on GfK's breach of any third party intellectual property rights in connection with the products and services provided herein.

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATION, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, EVEN IF SUCH PARTY IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR GfK'S INDEMNIFICATION OBLIGATION, IN NO EVENT WILL GfK'S AGGREGATE LIABILITY EXCEED THE FEES PAID TO GfK UNDER THIS AGREEMENT. The fees charged for the Services provided are reflective of this allocation of risk. The provisions of this section shall survive any termination or expiration of the contract between GfK and Client.

USE OF INFORMATION: Figures contained in deliverables are produced in accordance with commonly accepted market research methods and, as such, are subject to limits of statistical error. While reasonable and customary care is taken in conducting Services, GfK cannot guarantee the completeness, correctness, or accuracy of data sources or results from individual respondents. Accordingly, in no event shall GfK be liable for errors contained in any deliverable or other results or data or for any loss arising from or in connection with Client's use or interpretation thereof.

RESPONDENT PRIVACY: In addition to the "Confidentiality" requirements above Client, its directors and its Agents are expressly prohibited from using any information including video or audio recordings (such as those produced as a result of any online community platform, chat rooms, and telephone surveys or otherwise) about GfK's survey respondents for the purposes of identifying the respondents. The Deliverables shall only be used for analyzing and reporting data at the aggregate level, and calibrating sample weights for statistical purposes. In addition, Client agrees to have any third parties who will have access to identifying information about GfK survey respondents sign a nondisclosure agreement in a form reasonably acceptable to GfK.



MATERIALS RETENTION: GfK shall retain deliverables in accordance with the GfK Document Retention Policy. Except as otherwise required by law, GfK maintains Client deliverables for two years from the later of the date of delivery of such deliverables and the date of completion of the relevant project for such Client.

LIMITATIONS ON USE OF DATA: Notwithstanding anything else contained in this Agreement, Client may not, without the prior written approval of GfK, use any of the substantive data, information or reports collected or derived from the Services (1) while identifying GfK as the source of such data, information or reports, (2) for the purpose of supporting litigation that exists or is contemplated by Client at the time it engages GfK for the pertinent Services, (3) for supporting comparative advertising claims, (4) for resale or syndication, (5) for distribution to any media outlet in support of external public relations efforts, including news articles, interviews, press releases and events, (6) in any misleading or illegal manner, or (7) in a manner which would adversely impact upon the reputation or goodwill of GfK.

UNRELATED SUBPEONAS: If, at any time, Client becomes involved in a dispute or receives notice of a claim or is involved in litigation concerning the Services and Deliverables provided under this Agreement, the resolution of which requires the services or cooperation of GfK, GfK agrees to provide such services and to cooperate with Client in resolving such claim and/or litigation. Client shall be obligated to pay all costs, including reasonable attorneys' fees, incurred by GfK with respect to such cooperation and also, in connection with GfK's obligation to respond to any subpoena, request for production, or similar court order in any legal proceeding in which GfK is not a party arising from or related to the Services or Deliverables.

FORCE MAJEURE: Neither party shall be responsible for delays or failure of performance (other than the failure to make any payment when due) resulting from acts beyond the reasonable control of such party, including but not limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, flight cancellations or delays, governmental regulations, power failure(s), earthquakes and other natural disasters.

GENERAL PROVISIONS: This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement may be modified only in a writing signed by both parties. Purchase Orders or similar documentation may be submitted for administrative purposes only, but the terms and conditions contained therein shall be of no force and effect. Neither party shall assign this contract without the prior written consent of the other party hereto; provided, that GfK may assign this contract to any entity controlling, controlled by or under common control with GfK so long as the assignee agrees in writing to assume all obligations of GfK herein. Each party further agrees that the relationship between the parties under this contract is, and will at all times remain, one of independent contractors, and neither party will at any time represent itself as a joint venture partner, agent or other representative or as otherwise having authority to assume or create obligations on behalf of any other party. Should any clause herein be held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provision shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner, and the remainder of this contract shall remain binding upon the parties hereto. The failure of either party to take action as a result of a breach of this contract or any other failure to perform by the other party shall constitute neither a waiver of the particular breach involved nor a waiver of either party's right to enforce any or all provisions of this contract through any remedy granted by law or this contract. This contract shall be interpreted under the laws of the State of New York and each party hereby irrevocably submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York or any court of the State of New York located in the City of New York and waives any objection based on forum non conveniens or any other objection to venue.