



Contract: Study Name

<<DATE>>

Dear <<Client Name>>,

We are pleased that you have chosen Harris Interactive® Service Bureau (HISB) to fulfill your Internet research project. We have outlined the project parameters and have included a copy of our standard conditions of engagement. *Please sign this agreement and return prior to <<Date>>.* We are looking forward to working with your organization on this project.

XCSM

Client Services Manager

HISB (Harris Interactive Service Bureau)

Phone: 585.272.8400, Ext. XXXX

Fax: 585.273.0570

Email: XXXX@harrisinteractive.com

Project Parameters:

Online survey to be conducted among respondents who

- ◆ Survey length not to exceed XXX minutes
- ◆ XXX completed online interviews
- ◆ Estimated Incidence Rate: XX If actual incidence rate is lower – additional costs may be incurred.
- ◆ Survey complexity is: low (logic is basic, one survey path and may include some skips); medium (may include one to two paths, question randomization, text insertions, constant sum compute checking); high (may include multiple paths, priority picking, discrete choice modeling, conjoint; extensive compute checking).
- ◆ Client will provide X#X graphics for visual presentation online. Graphics are provided as a jpg or gif file and are in accordance with Harris Interactive’s quality standards
- ◆ No graphics will be provided for this survey
- ◆ Sample Target:
 - Region - US*
 - Gender – Male / Female
 - Age - 18+
 - Other – XXX
- ◆ Sample is provided by HISB through the Harris Poll OnlineSM cooperative respondent database
- ◆ Survey is provided to HISB electronically in Microsoft® Word or compatible format
- ◆ Invitation is prepared by HISB in accordance with Harris Interactive’s quality standards
- ◆ Prior to programming, the XXXXXX Panel coordinator must review and approve the survey. They will make recommendations for adjusting the survey based on panel standards.



- ◆ Data deliverables: ASCII data file for closed end data (one interim, one final). Open end data will be provided in a separate file (.xls or .txt format). No coding, weighting or data tables have been included for this project.
- ◆ HISB will handle the sweepstakes notification as well as the fulfillment of incentives after all data collection is complete.

| | | | |
|---------------------|--|----------------------|---------------|
| Client Name: | | Contact Name: | |
| Address: | | | |
| | | | |
| Telephone: | | FAX: | EMAIL: |

Project Costs:
\$XX,XXX

All prices are quoted at +/- 10% and are based on the number of completed interviews, incidence, survey length and complexity specified. If the specifications change the price will be revised accordingly.

*Incentives (HIpointsSM & HIstakesSM) are included in the cost.

- ◆ **DESIGN:** After receipt of finalized survey, HISB will review the survey focusing on.
 1. Wording, grammar, proofreading, punctuation and capitalization
 2. Execute an effective Internet survey design
 3. Ensuring the accuracy and integrity of the instrument
 4. Providing a quality product to our panelists, producing quality results for our clients
- ◆ **SOFT EXIT QUESTIONS:** In order to provide an enjoyable and engaging experience for our Harris Poll Online community, we require soft exit questions for all surveys. Any respondents who are not qualified for the project will be directed to a soft exit in addition to our standard demographic questions.
- ◆ **RESULTS PAGE QUESTIONS:** For studies utilizing the Harris Poll Online cooperative respondent database, we require the inclusion of a few non-proprietary questions that will be asked of all respondents and will be used to provide respondents with survey results. These questions can be the same as the soft exit questions, but their subject should be consistent with the topic identified in the invite. Our panelists have expressed a great interest in reviewing some of the results from the surveys they participate in. This is a low cost incentive that will help increase the response rate to the survey, and keep our panelists satisfied with their survey participation.
- ◆ **DATA COLLECTION:** After approval of the online survey, a “slow start” will take place. HISB will release partial sample on day one of the field phase.



The Goals of the Slow Start are:

1. Validation of survey logic
2. Validation of data collection
3. Validation of quality standards
4. Validation of respondent inquires, through our webmaster / on-line survey help
5. To provide a quality product to our panelists, producing quality results for our clients

- ◆ After review of “slow start” data, HISB will release remaining sample for full field.
- ◆ **DAILY DELIVERABLES:** During the field cycle, HISB will provide the following information:
 1. Total Qualified Completes
 2. Total Non-Qualified Completes
 3. Qualified Completes by Gender
 4. Qualified Completes by Age
 5. Qualified Completes by any “Critical Questions”*

*Prior to field, please notify the Client Service Manager of any additional “critical” questions that must be included in the daily deliverables.



**HARRIS INTERACTIVE INC.
SERVICE BUREAU CLIENT SALE TERMS**

Proposal Terms:

Harris Interactive Inc. ("Harris") makes the attached proposal to Client. If the proposal is not accepted by Client on or before 30 days of proposal date, this Proposal shall terminate. The attached proposal is confidential. Client shall not use or divulge such proposal without the prior written consent of Harris. Acceptance of Proposal may be made only by agreeing to, signing, and returning to Harris these Client Sale Terms with the attached Standard Service Bureau Terms of Agreement.

Price: **\$XX,XXX**

[_X_] The quoted price is an estimate. All prices are quoted at +/- 10% and are based on the number of completed interviews, incidence, survey length and complexity specified. If the specifications change the price will be revised accordingly. Client will pay Harris actual charges as incurred. Harris will endeavor to advise Client promptly of projected material changes in estimated charges, but Client will be responsible for actual charges.

Payment Terms:

| Project Price | Invoice Terms | Notes |
|--------------------------|---|--|
| \$10,000 or less | Full study price invoiced upon commencement of study | Signed Agreement and/or PO required before fielding study |
| \$10,001-\$30,000 | 50% of study price + incentives invoiced upon commissioning; remaining 50% invoiced upon delivery of data. | Signed Agreement and/or PO required before fielding study |
| \$30,001+ | 40% of study price + incentives invoiced upon commissioning; 40% at start of field; remaining 20% invoiced upon delivery of data. | Signed Agreement and/or PO required before fielding study. |

Invoice Terms: Net 30 Date of Invoice
Interest will be due on all past due invoices at the rate of 1.5% per month.

Standard Terms:

The Standard Service Bureau Terms of Agreement attached to these Client Terms are incorporated herein and made part of this Agreement.

Accepted and Agreed:

HARRIS INTERACTIVE INC.

CLIENT: CLIENT NAME

Authorized Signature

Authorized Signature

Lorraine R. Williams
Printed Name

CONTACT NAME
Printed Name

Senior Vice President
Title

Title

Date

Date

**Harris Interactive Inc.****Standard Service Bureau Terms of Agreement**

The buyer of research covered by this Agreement ("*Client*") and Harris Interactive Inc. ("*Harris*") hereby agree that each of them shall be bound by the following terms and conditions. References to this "*Agreement*" include references to the face pages ("*Client Terms*") that accompany these Terms of Agreement and any other agreements referenced therein.

1.0 HARRIS OBLIGATIONS

- 1.1 Harris shall provide the Client with the services described in the Client Terms (hereinafter referred to as the "*Data*").
- 1.2 Harris shall provide any support services related to the Data described in the Client Terms.
- 1.3 In the event that specifications for the Data (including without limitation questionnaire length and incidence rate) are changed, Harris reserves the right to change the price shown in the Client Terms. Harris will notify Client of cost implications of changed specifications, and if Client chooses to proceed with the changes, Client shall be responsible for payment of the revised price.
- 1.4 Client acknowledges that research by its nature may involve unforeseen circumstances or delays. Harris will use all reasonable efforts to achieve the delivery dates shown in the Client Terms and to notify Client of delays, but shall not be liable for any such delays.
- 1.5 Harris will seek to ensure that Data addressing public policy issues or other controversial subjects are balanced, comprehensive, and unbiased. Harris reserves the right to refuse to create Data that, in the judgment of Harris, will not meet these standards.
- 1.6 Harris will maintain a copy of the Data and underlying project materials for a minimum of three months following delivery of the final Data to Client. Client may request that Harris maintain such materials for an extended period of time and, if Harris agrees to do so, will pay any expenses of Harris in connection with the same.
- 1.7 Harris may conduct customer satisfaction surveys from time to time for the purpose of improving Client service. Client is encouraged to respond to such surveys but is under no obligation to do so.
- 1.8 Harris adheres to the current Code of Standards for Survey Research of the Council of American Survey Research Organizations ("*CASRO*") and the Code of the National Council on Public Polls ("*NCPP*").
- 1.9 Harris will make best efforts to achieve the actual quota distribution as specified, but does not guarantee that precise distributions will be met as variations occur when conducting research over the Internet due to the self-selecting nature of survey participants from the sample population. Harris will not be held liable nor penalized for failing to meet precise distributions.
- 1.10 Harris will take necessary steps to ensure that survey questions meet Harris' standard of quality. Harris reserves the right to modify the survey instrument as needed to meet such quality standards. All such modifications will be reviewed with the client prior to implementation. If the client does not consent to Harris' recommended modification, Harris may in its sole discretion refuse to produce the Data. In the event Harris produces the Data without implementing its recommended modification due to the client's refusal to consent to the same, Harris shall not be responsible for

the quality of the Data. Notwithstanding, the provisions of Section 2.3 and Section 5 shall be given full force and effect with respect to all Data produced hereunder.

2.0 CLIENT OBLIGATIONS

- 2.1 Client shall pay Harris the full amount for the Data according to the Client Terms and this Agreement. Quoted prices do not include travel costs, which shall be reimbursed by Client upon request by Harris.
- 2.2 Client shall give Harris at least 30 days' prior notice of cancellation of any project. If Client cancels a project, Client shall pay Harris' fees incurred up to the point of termination, plus reasonable termination costs as agreed between the parties.
- 2.3 Should Client provide Harris with respondent contact information for survey purposes, Client shall permit Harris to reference Client's name in the introductory paragraph to the survey that is viewed by all respondents. Should Client request that Harris make the Data available to third parties, or should Harris be legally obligated to produce the Data, including but not limited to any supporting information or related materials (whether pursuant to Court order, third party subpoena or otherwise), Client shall pay Harris's reasonable costs incurred in copying and/or distributing such Data, information or materials. Client shall indemnify Harris against all claims, costs, and liabilities of any kind or nature, including reasonable attorney's fees and costs of defense that Harris may incur in connection with Client making the Data available to third parties, and/or Harris producing the Data, information or materials at Client's direction or pursuant to legal obligation, except for claims, costs and liabilities resulting from Harris's acts of gross negligence or willful misconduct.

3.0 CONFIDENTIAL INFORMATION

- 3.1 The (i) methods of collecting, assembling, compiling, describing, interpreting, and evaluating the information contained in the Data, (ii) graphic designs and forms available through the Data, (iii) individual information related to participants in the data collection process (exclusive of individual respondent contact information provided by Client to Harris), and (iv) Harris' trademarks and trade names all are the confidential and proprietary information of Harris and Harris has the exclusive ownership rights in and to same (the "Harris Confidential Information").
- 3.2 Information which is not generally available to the public and other material proprietary to either Harris or Client (hereinafter referred to as "Confidential Information") including without limitation intellectual property, trade secrets, pending and granted patents, systems, designs, plans, technology, methodologies, processes, software, applications, business strategies, marketing ideas, and plans, pricing, supplier and customer lists, know-how, databases, material identified by Discloser as proprietary or confidential, and anything else that might be construed as proprietary or confidential in nature disclosed by one party to another shall be kept confidential by the Receiving Party and not disclosed to any third party without the written permission of the Disclosing Party.
- 3.3 Confidential Information shall not apply to information which (i) is or becomes part of the public domain through no fault of the Receiving Party, (ii) was in the Receiving Party's possession free of any obligation of confidence prior to the time of the Disclosing Party's communication thereof to the Receiving Party, (iii) was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time of the Disclosing Party's communication thereof to the Receiving Party, (iv) was independently developed by the Receiving Party without reliance upon the Disclosing party's Confidential Information, (v) is required to be disclosed by law, providing sufficient steps have been taken to alert the Disclosing Party to the need for such disclosure.

- 3.4 The Receiving Party shall not divulge, publish, loan, reproduce, give, sell, or permit to be divulged, published, loaned, reproduced, given, or sold, in whole or in part, the Confidential Information or Harris Confidential Information.
- 3.5 Upon the occurrence any breach of this Section 3, the Disclosing Party shall be entitled to injunctive relief, in addition to exercising all other available remedies, whether equitable, legal, or provided hereunder.

4.0 TITLE TO DATA

The Data (other than as it relates to individual participants) contained in the datafile shall be the property of Client, provided, however, that such Data shall not be used or presented in any misleading or illegal manner, or in manner which would adversely impact upon the goodwill of Harris including without limitation in a manner not consistent with industry and other standards. Clients who release Data for publication shall insure that publication complies with the NCPP Code. Concurrently, should Client wish to utilize Harris name or trademarks in conjunction with any public release of the Data, Client shall obtain Harris' written permission prior to doing so.

5.0 DISCLAIMER/LIMITATION OF LIABILITY

Client recognizes that any forecasts or predictions about the future are judgments, not measurements, and may be proven wrong by events. The data produced pursuant to this Agreement constitutes the opinion of Harris and reliance thereon and use thereof by the Client shall be at the Client's sole risk.

THE DATA AND ALL CONFIDENTIAL INFORMATION ARE FURNISHED TO CLIENT "AS IS" AND THERE ARE NO OTHER WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HARRIS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE CONFIDENTIAL INFORMATION INCLUDING WITHOUT LIMITATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE.

NEITHER HARRIS NOR ANYONE ELSE INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE DATA SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING AMONG OTHERS WHETHER UNDER A THEORY OF WARRANTY, CONTRACT OR TORT AND WHETHER FOR DAMAGE FOR LOSS OF BUSINESS REVENUE, PROFITS, LIABILITY OF CLIENT TO A THIRD-PARTY, BUSINESS INTERPRETATION, FAILURE TO REALIZE SAVINGS, AND THE LIKE) ARISING OUT OF THE USE OR INABILITY TO USE THE DATA, OR OTHERWISE, EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE AND EXCLUSIVE REMEDY OF CLIENT AND ANY OTHER PERSON USING THE DATA FOR ANY BREACH OF THIS AGREEMENT, OR OTHERWISE, AGAINST HARRIS SHALL BE THE REFUND OF ANY AMOUNT NO GREATER THAN THE AMOUNT PAID FOR THE DATA HEREUNDER.

6.0 CHANGES

The datafile produced shall be based upon data developed through research methods, which, in the opinion of Harris, are reasonable indices of the subject matter covered in the Data. To facilitate improvements in Harris service and to meet changing conditions and circumstances, Harris shall have the right to make, without notice, any changes in the Confidential Information or which, in its judgment, will tend to improve Harris service. Harris reserves the right to discontinue producing the Data at any time if Harris determines the Data no longer meets Harris quality standards, or is uneconomical or impractical to produce. In the case of discontinuance of the Data by Harris, all fees paid by the Client under this Agreement shall be reduced in proportion to proportion of the Data not delivered to Client.



7.0 TERM

This Agreement shall continue until the Data is delivered to Client. Provisions of these Standard Terms which by their nature should survive termination of this agreement shall survive.

8.0 NO RESTRICTION

This Agreement shall not operate to prohibit Harris from furnishing to any other person or entity any type of information, data, service and/or Data similar or related in that which is furnished hereunder; provided however, that Harris shall not utilize Client's Confidential Information in doing so.

9.0 NONASSIGNMENT

This Agreement is personal in nature and may not be assigned by Client without the written consent of Harris, such consent not to unreasonably be withheld. Subject to the foregoing limitations upon assignability by the Client, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10.0 WAIVER

This Agreement contains the entire understanding between the parties hereto, and no waiver by either party or any breach of this Agreement by the other shall be deemed to be a waiver of any preceding or subsequent breach thereof.

11.0 FORMS

The terms hereunder shall prevail in determining the rights, duties and responsibilities of the parties. Terms and conditions contained in Client's documents to the extent they conflict herewith, shall be null and void.

12.0 GOVERNING LAW

This Agreement shall be construed in accordance with New York State law without reference to principles of conflicts of laws. With respect to all matters related to this Agreement, the parties consent to exclusive jurisdiction in the courts of the State of New York sitting in Monroe County, New York, and in the United States District Court, Western District of New York. The parties hereby waive any claim that such courts are an improper or inconvenient forum.

13.0 TAXES

All net charges under this Agreement shall be increased to the extent of any sales, use or other tax of any governmental authority now or hereafter levied or required to be collected by Harris. Client is also to be responsible for any assessed interest or penalties for delinquent payment of any such taxes if those taxes are not collected at such time when payment for the Subscription is made.