

MY RESEARCH DEPARTMENT SERVICE AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE USING ANY MRD SERVICE.

I. AGREEMENT.

This is an agreement between MyResearchDepartment, LLC. and you for MyResearchDepartment to provide MRD Web Survey Service ("the Service"). By establishing an account, using the Service, using MyResearchDepartment-provided software, using the equipment or indicating agreement through the software or website, you agree to be bound by this Agreement, including future revisions and to use the Service in compliance with the current MyResearchDepartment Acceptable Use Policy. The most recent versions of all MyResearchDepartment policies may be found at <http://www.MyResearchDepartment.com>.

II. ACKNOWLEDGMENT AND ACCEPTANCE.

PLEASE READ THE FOLLOWING TERMS OF THIS AGREEMENT CAREFULLY. BY COMPLETING THE REGISTRATION PROCESS, YOU ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND IN OUR PRIVACY POLICY. YOU HEREBY ACKNOWLEDGE THAT YOU ARE 18 YEARS OF AGE OR OLDER.

IV. TERM.

Your Service has a specific initial term of 1 month (30 days). MyResearchDepartment reserves the right to change prices of the Service upon 30 days notice. MyResearchDepartment reserves the right to change features of the Service at any time. Current Service prices and features may be referenced by visiting our website at <http://www.MyResearchDepartment.com>

V. YOUR RESPONSIBILITIES.

These Terms of Use give you important obligations. You agree to the following responsibilities: - Lawful use of service (compliance with federal, state and local laws) - Use of service as intended. - Do not directly link to images, video, sound and/or content store on MRD servers outside use of service - Responsible for use of service, including access to service and the creation/distribution of content associated with survey/service - No Spam. Use qualified/Opt-In respondents. We have zero-tolerance policy regarding the use of our service for commercial/non-profit Spam

MyResearchDepartment may terminate this Agreement, your password, your account, or your use of the Services for any reason, including, without limitation, if MyResearchDepartment, in its sole discretion, believes you have violated this Agreement, violated the MRD Acceptable Use Policy or if you fail to pay any charges when due. Upon cancellation, the Service will be terminated and all files stored on MRD servers will be permanently deleted.

VI. ACCOUNT REQUIREMENTS.

In order to order and receive the Service, you must be at least 18 years old and may have to provide a valid credit card or other forms of payment. The Service must be available to your location. You are responsible for Internet Access to the Service. You are responsible for charges for the Service regardless of the status of these separate services. Your computer may have to meet certain minimum requirements, which may be found on the MyResearchDepartment website at: <http://www.MyResearchDepartment.com>

VII. PAYMENT.

You will be charged at Sign Up a service fee and applicable taxes and other fees for 1 month of service. You may add additional resources to your Service and will be charged at such time you add these resources. Paypal.com handles our credit card, debit card and check processing. You will be responsible for any service agreements they impose in order to pay for the Service. Contact us if you need to use a Purchase Order. All Purchase Orders are bound to this Service Agreement.

VIII. AUTOMATIC RENEWAL.

MyResearchDepartment does not perform automatic renewal and you are responsible for maintaining service at the expiration of your term. MyResearchDepartment will make a reasonable effort to notify you of this event.

IX. YOUR ACCOUNT, PASSWORD, AND SECURITY.

Upon registration, you will receive a username, password, and other account information. You are the only authorize user at your location able to make account changes. You may also enable and provide addition accounts at your discretion. However, each member you add to your Service is bound to the same Service Agreement.

You must keep your password confidential so that no one else may access the Services through your account. You are responsible for any compromise of your account. You must notify a MyResearchDepartment representative immediately upon discovering any unauthorized use of your account.

X. MONITORING THE SERVICES.

MyResearchDepartment has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if MyResearchDepartment, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect itself and its customers. Please see our Privacy Policy. MyResearchDepartment may immediately remove your material or information from MRD's servers, in whole or in part, which MyResearchDepartment, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy or other policies or laws.

XI. SOFTWARE LICENSE.

MyResearchDepartment grants to you a limited, nonexclusive, nontransferable and non-assignable license to install and use MRD software (including software from third-party vendors that MyResearchDepartment distributes; in object code format), its associated documentation, and any updates thereto ("Licensed Programs") in order to access and utilize the Services. You agree to use the Licensed Programs solely in conjunction with the Services and for no other purpose.

MyResearchDepartment may modify the Licensed Programs at any time, for any reason, and without providing notice of such modification to you. All third-party software license agreements can be found on our website, and are hereby incorporated and made a part of this Agreement by reference.

The Licensed Programs constitute confidential and proprietary information of

MyResearchDepartment and MyResearchDepartment's licensors and embody trade secrets and intellectual property protected under United States copyright laws, other laws, and international treaty provisions. All right, title, and interest in and to the Licensed Program, including associated

intellectual property rights, are and shall remain with MyResearchDepartment and

MyResearchDepartment's licensors. You shall not, and shall cause your employees and agents not to, disclose or transfer any portion of the Services to any third party. You further agree not to translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, sublicense, distribute, remarket or otherwise dispose of any portion of the Services. You hereby acknowledge that, if

MyResearchDepartment at any time or from time to time performs any customizations or modifications to Services, all rights and interests to such customizations or modifications shall be the sole property of MyResearchDepartment. For survey hosting, MyResearchDepartment grants to Customer a non-exclusive, personal, non-transferable license to access and use the Services solely on and as part of MyResearchDepartment's World Wide Web site and servers.

XII. DISCLAIMERS AND WARRANTIES.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE AND THE SITE IS AT YOUR SOLE RISK. THE SERVICE AND THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

CERTAIN EQUIPMENT MAY BE SUBJECT TO THIRD PARTY WARRANTIES, WHICH MAY BE PASSED THROUGH MYRESEARCHDEPARTMENT TO YOU AT NO ADDITIONAL CHARGE. MYRESEARCHDEPARTMENT WILL COMPLY WITH ALL REASONABLE REQUIREMENTS NECESSARY TO AFFECT THE PASS-THROUGH OF THE WARRANTY TO YOU. AT ITS SOLE OPTION WITHIN THE INITIAL TERM,

MYRESEARCHDEPARTMENT OR ITS AGENT MAY REPLACE A DEFECTIVE HARDWARE ON BEHALF OF THE MANUFACTURER, PROVIDED YOU FOLLOW ALL APPLICABLE PROCEDURES AND OBTAIN A RETURN MATERIALS AUTHORIZATION (RMA) NUMBER. THIS WARRANTY DOES NOT COVER DEFECTS RESULTING FROM ACTS OUTSIDE OF MYRESEARCHDEPARTMENT'S CONTROL, USE CONTRARY TO SPECIFICATIONS OR INSTRUCTIONS, OR REPAIR OR MODIFICATION BY ANYONE OTHER THAN MYRESEARCHDEPARTMENT OR ITS CONTRACTOR. MYRESEARCHDEPARTMENT

RESERVES THE RIGHT TO MODIFY THIS WARRANTY AT ANY TIME. MYRESEARCHDEPARTMENT WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT DAMAGED BY ANY NATURALLY OCCURRING EVENT SUCH AS LIGHTNING, FLOOD, OR EARTHQUAKE OR OTHER EVENTS OUT OF MYRESEARCHDEPARTMENT'S CONTROL SUCH AS FIRE, POWER SURGES, OR THE ACTS OF OTHERS. THE SERVICES

ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

MYRESEARCHDEPARTMENT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. MYRESEARCHDEPARTMENT MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH MYRESEARCHDEPARTMENT OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY MYRESEARCHDEPARTMENT OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY.

MYRESEARCHDEPARTMENT AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, MYRESEARCHDEPARTMENT'S CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING THE THREE MONTHS IMMEDIATELY PRECEDING A CLAIM. MYRESEARCHDEPARTMENT SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS RESULTING FROM: OTHER USERS ACCESSING YOUR COMPUTER; SECURITY BREACHES; EAVESDROPPING; DENIAL OF SERVICE ATTACKS; INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICES; YOUR RELIANCE ON OR USE OF THE EQUIPMENT OR SERVICES, OR THE MISTAKES, OMISSION, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSIONS, OR ANY FAILURE OF PERFORMANCE OF THE EQUIPMENT OR SERVICES; THE USE OF THE EQUIPMENT OR SERVICES BY YOU OR A THIRD PARTY THAT INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS, PROPRIETARY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY; THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET. THE FOREGOING LIMITATION APPLIES TO THE ACTS, OMISSIONS, NEGLIGENCE AND GROSS NEGLIGENCE OF MYRESEARCHDEPARTMENT, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES WHICH, BUT FOR THIS PROVISION, WOULD GIVE RISE TO THE CAUSE OF ACTION AGAINST MYRESEARCHDEPARTMENT IN CONTRACT, TORT, OR ANY OTHER LEGAL DOCTRINE. YOUR SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT ARE AS EXPRESSLY SET OUT IN THIS AGREEMENT. ANY WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

XIII. JURISDICTION.

California residents are entitled to the following information: - The Service is provided by MyResearchDepartment, LLC - Charges vary depending of the type of service. Current pricing may be obtained from our website: <http://www.MyResearchDepartment.com>. MyResearchDepartment reserves the right to change prices and institute new fees at any time upon 30 days prior notice. - Complaints and questions about the service should be directed to MyResearchDepartment Customer

Service at (610) 384-4056 - Actions arising from this agreement may be brought in an appropriate Pennsylvania small claims court. This Agreement is governed by Pennsylvania law without regard to conflict of law provisions. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration, and administered by the American Arbitration Association under its Commercial Arbitration Rules. Any such arbitration will be governed by Pennsylvania law and will be held in Philadelphia, PA. The arbitrator will be an expert in the field of Internet services. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. There shall be no class action arbitration pursuant to this agreement.

XIV. MISCELLANEOUS.

This Agreement, the Acceptable Use Policy, and MRD's other Agreements and policies posted on MyResearchDepartment's Web site constitute the entire agreement between you and MyResearchDepartment with respect to your use of the Service. MyResearchDepartment may revise, amend, or modify the Agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted on MyResearchDepartment's Web site: (<http://www.MyResearchDepartment.com>) and/or on your start pages and/or by email and/or in our various publications and mailings to you. This Agreement may not be amended or modified by you except by means of a written document signed by both you and an authorized representative of MyResearchDepartment. You may not assign your rights or delegate any of your duties under this Agreement without the prior written consent of MyResearchDepartment, and any attempted assignment or delegation without such consent shall be void. If one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. MyResearchDepartment will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of MyResearchDepartment as reflected in the original provision. Nothing in this Agreement or in the understanding of the parties construes upon the parties the status of agency, partnership, or other form of joint enterprise between the parties. MyResearchDepartment may subcontract any work, obligations or other performance required of MyResearchDepartment under this Agreement without your consent. You shall indemnify and hold MyResearchDepartment harmless against all third party claims, demands, suits, actions, judgments, losses, costs, damages (direct, indirect and consequential), attorney's fees and expenses that MyResearchDepartment may sustain or incur by reason of any breach or alleged breach of any term or condition of this Agreement, the Acceptable Use Policy, and MyResearchDepartment's other agreements and policies and for any act or omission of you or your clients which are in any way related to the MRD Service.

XV. INDEMNIFICATION.

You agree to defend, indemnify and hold harmless MyResearchDepartment, its parent entities, subsidiaries, affiliates, officers, and employees, from any and all claims and demands, including attorneys' fees, due to or arising from your use of the Service, surveys, survey responses, survey results and any other conduct related in any way to the Service or the Site, including but not limited to breaching any warranty or provision contained in this Service Agreement.

XVI. NOTICES.

You agree that, unless other instructions are posted on MyResearchDepartment's Web site, any notices required to be given under this Agreement will be deemed to have been given if delivered by email or fax, or sent by certified mail, return receipt requested, or by Federal Express or other recognized overnight delivery service to each of the parties in accordance with the most current contact information you have provided to us, and the contact information for MyResearchDepartment posted on MyResearchDepartment's Web site. All notices shall be effective upon receipt, except that email and fax notices shall be effective upon transmission.

XVII. LOCATION OF SERVICE.

You agree and acknowledge that any acceptance of your application for MRD Services and the performance thereof will occur at our offices in Philadelphia, PA, the location of our principal place of business.

XVIII. NO WAIVER.

The failure of MyResearchDepartment to require your performance of any provision hereof shall not affect its right to require such performance at any time thereafter; nor shall the waiver by MyResearchDepartment of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

XIX. SPAM POLICY.

We have a zero-tolerance toward spam. Do not send invitations to our server(s) to respondents who have not opt-ed to receive emails from your organization/person or panel operators.

MyResearchDepartment will send your identifiable information including logs of incidents to the appropriate law enforcement at the local, state, federal and international persons/entities. We will immediately terminate you account in the event we suspect spamming or receive complaints.

Do your part to make the internet enjoyable and informative for all involved by not spamming.

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