



MAVEN RESEARCH, INC. CLIENT AGREEMENT

Revised April 28, 2010 (Online)

YOU ACCEPT AND AGREE, ON YOUR BEHALF AND ON BEHALF OF YOURSELF AND/OR YOUR ORGANIZATION, TO BE LEGALLY BOUND BY THIS CLIENT AGREEMENT, AS IT MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME (AS FURTHER DESCRIBED BELOW), AND, IN THAT DUAL CAPACITY, AGREE TO ALL OPERATING GUIDELINES AND POLICIES THAT MAY BE PUBLISHED BY US, ALL OF WHICH ARE INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE. YOU MUST ACCEPT THIS AGREEMENT TO USE OUR WEBSITE IN CONNECTION WITH ANY OF THE SERVICES OFFERED ON OR THROUGH OUR WEBSITE.

Overview of Agreement. This Client Agreement (the "Agreement") governs your relationship with Maven Research, Inc. ("Maven") and your access to, and use of, the Maven website (the "Site") and the services provided through Maven and the Site. Maven may require that you sign a non-electronic version of this Agreement, or agree to a revised version of this Agreement, as applicable. Failure to do either of the foregoing may result in our terminating your relationship with us and terminating your access to and use of the Site.

Services. The services (collectively, the "Services") that may be offered through the Site include, but are not limited to, providing an online marketplace of knowledgeable professionals for consulting engagements between organizations seeking knowledge, perspective and opinion and the registered individual members ("Members") of the Maven Network who offer to provide such primary information through our proprietary Maven platform. We reserve the right, at any time and from time to time to modify or discontinue, temporarily or permanently, any of the Services, the Site, or any part thereof, with or without notice and in our sole discretion. This includes the right to modify, discontinue or remove any content, postings, links, pages, services or other materials at any time and for any reason. You agree that we shall not be liable to you or your organization for any modification, general suspension or discontinuance of any of the Services and/or the Site.

You acknowledge and agree that (i) the Site is designed to provide a means to facilitate consulting engagements transactions directly between you and the Members; (ii) we are not a party to and will not have any liability with respect to such transactions, and (iii) the knowledge, perspective and opinions of the Members are not our knowledge, perspective and opinions, and we do not endorse them or any other information provided by a Member through our Site. In the event of a dispute between you and a particular Member regarding a transaction, we will provide, upon request, certain information pertaining to the transaction as is available to us, subject to any obligation we have not to disclose such information and any legal privilege we may hold.

Access to the Site. The Site is an electronic service that permits authorized users to access and use certain Services offered through the Site from computers and other access devices owned or operated by authorized users. You are solely responsible for obtaining such devices and for obtaining access to the Site. You also are responsible solely to pay for any and all service fees associated with such devices and/or access. We shall have the right, in our sole discretion, to refuse or restrict anyone from access to, and/or use of, any or all of the Site and/or Services at any time.

Authorized Users. Only individuals whom we authorize and who have been issued a user identification and password by us shall be permitted to access and use the Site. We initially will grant access and a user identification only to one (1) individual from your business who will serve as the administrator for all other user identifications and passwords provided by us to other employees of your business. Only that one individual shall have the right to request that we permit additional users access to the Site. All authorized users shall be subject to the terms of this Agreement including any of our operating guidelines or policies. You acknowledge and agree that you are jointly and severally liable and responsible for all persons associated with your business who gain access to the Site (regardless of whether they are authorized users) and for all other persons who gain access to the Site directly or indirectly from them or with their assistance. A breach of this Agreement by any of the persons who gain access to the Site



through your businesses user identification and password shall be deemed a breach of this Agreement by you.

Fees. You shall pay us the fees as specified on the Site or via correspondence with a Maven representative. In addition, you shall pay any and all taxes and other charges imposed by any government or taxing authority in connection with this Agreement or relating to the Services (other than income tax on our income or the income of the Maven Members). You shall also pay any line, communication or other charges arising from your access to the Site.

Warranty Disclaimer; Limitation of Liability.

- (a) YOU USE THE SITE SOLELY AT YOUR OWN RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT, OR SYSTEM INTEGRATION. WE DO NOT WARRANT THAT THE SITE, OR ANY PART THEREOF, WILL BE AVAILABLE OR OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER OR THAT ERRORS OR DEFECTS WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.
- (b) WE DO NOT WARRANT OR GUARANTY THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION PROVIDED ON OR THROUGH THE SITE. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY LOSS OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED BY RELIANCE ON THIS INFORMATION. MATERIAL AND INFORMATION AVAILABLE ON OR THROUGH THE SITE INCLUDES MATERIAL AND INFORMATION FROM THIRD PARTIES. WE CANNOT GUARANTEE OR REPRESENT OR WARRANT THAT THE CONTENT AND OTHER INFORMATION PROVIDED THROUGH THE SITE ARE ACCURATE, COMPLETE, TIMELY, APPROPRIATE AND/OR INOFFENSIVE TO YOU.
- (c) YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE USE OF THE SITE INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS, IN WHOLE OR IN PART, HELD TO BE INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN OUR AGGREGATE LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THE SITE OR THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED UP TO ONE HUNDRED DOLLARS (\$100.00).
- (d) THE LIMITATION OF LIABILITY HEREIN APPLIES TO ALL LIABILITIES IN THE AGGREGATE INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM YOUR USE OR YOUR INABILITY TO USE THE SITE (OR ANY PART THEREOF), OR ANY OTHER MATTER ARISING OUT OF OR RELATING TO THE SITE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification. You agree to indemnify, defend and hold us, any of our Affiliates (as defined below), and our and their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties") harmless against, and to reimburse any one or more of the Indemnified Parties for all claims and liabilities arising directly or indirectly out of your use of, or inability to use, the Site or any of the Services. For purposes of the indemnification provisions in this Agreement, "claims" shall include all obligations, judgments, settlements, damages (actual, consequential or otherwise) and costs that an Indemnified Party reasonably incurs in defending any claim against it,



including, without limitation, reasonable accountants', arbitrators', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses and any other reasonable fees, costs or expenses incurred in preparation for or contemplation of litigation, arbitration or alternative dispute resolution (regardless of whether litigation, arbitration or alternative dispute resolution is commenced). Any of the Indemnified Parties may defend any claims against them at your expense. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. For purposes of this Agreement, our "Affiliate" is any person, business entity or company that directly or indirectly owns or controls, is directly owned or controlled by or is under common control with us.

Termination. This Agreement and the rights of you and all people associated with your business to access and use the Site and the Services shall immediately terminate if you or any person associated directly or indirectly with your business:

- (a) uses or attempts to use the Site or any of the Services for any purpose other than their intended purposes;
- (b) violates any provision of our operating guidelines or policies, including, but not limited to, by disclosing a user identification or password to any unauthorized individual or by allowing an unauthorized individual to access, use or view any of part of the Site; or
- (c) otherwise breaches any other provision of this Agreement.

You acknowledge and agree that upon the occurrence of any default by you or any person associated with your business under any provision of this Agreement or our operating guidelines or policies, we may, at our sole option and without limiting our rights to terminate this Agreement, suspend the right of you and all individuals associated with your business to access the Site and/or use some or all of the Services.

Use of Electronic Signatures and Records. We provide access to certain Services through the Site which may include the ability to enter into certain contract documents electronically. By signing below and transacting business through the Site:

- (a) you agree to conduct electronically through the Site the particular transaction into which you thereby enter, including, without limitation, entering into this Agreement;
- (b) you have read and understand the electronic copy of the contract documents or other electronic records into which you thereby enter including, without limitation, this Agreement and any amendments thereto;
- (c) you agree to, and intend to be bound by, the terms of the particular transaction into which you thereby enter;
- (d) you are capable of printing or storing a copy of the contract documents or other electronic records into which you thereby enter including, without limitation, this Agreement; and
- (e) you agree to receive electronically information about the Services, the Site and any of the contract documents or other electronic records into which you thereby enter including, without limitation, this Agreement.

User Identification and Password Use.

- (a) **General Access.** We will initially grant access to the Site and a user identification and password to only one individual associated with your business. Upon our acceptance of that individual's request to permit access to the Site to other employees of your business, we will issue a user identification and password to each employee who is registered with us by the first registered individual. Upon your initial access to the Site, you will use the password we issued specifically to you, and you will be required to establish another password that is personal to you.



- (b) **Security and Non-Disclosure.** You acknowledge and agree that the user identification and password are personal to the individual to whom it has been assigned and must only be used by such individual. We reserve the right to require you to periodically change your password. You agree to exercise reasonable care and control to maintain the security of your user identification, password and account with us (collectively, "Account Information"). You shall not disclose your Account Information to anyone else, and you shall not use anyone else's Account Information. You agree to notify us immediately about any unauthorized use of your Account Information or any breach of security. You further agree that we shall not be responsible for your failure to comply with this Section or any loss or damage arising out of, or related to, your use of your Account Information by you or anyone other than us.

Accuracy of Registration Information. You agree to: (i) provide certain current, complete, true and accurate information as required to complete any registration information that may be required in the course of your using the Site; and (ii) maintain and update this information as required to keep it current, complete and accurate (collectively the "Registration Data"). You hereby grant us the right to use your Registration Data and other data and information for the purposes described in this Agreement and in furtherance of your use of the Site. You also represent and warrant that any Registration Data and any other information you post, submit or provide to us by means of the Site or otherwise, including, without limitation, as part of any registration or application or to gain access to any Site, is complete, truthful, accurate, not misleading and offered in the utmost good faith. If we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your access to the Site, refuse any and all current or future use of the Site, and pursue any appropriate legal remedies.

Hypertext Links; Deep Links. You may note that some of the pages on the Site provide hypertext links to other sites created by other organizations. We provide you links to other sites as a free service and solely for your convenience. Because those other sites are not under our control, we cannot guarantee the quality, accuracy or timeliness of those sites. Questions about the content of those sites should be directed to their authors. Without our express written permission, you are not authorized to "deep-link" to our Site, meaning that you will not create post, display, publish or distribute any link to any page of our Site for any purpose, unless specifically authorized by us to do so.

Site Security. You shall not violate, or attempt to violate, the security of our Site. Accordingly, you shall not:

- (a) access data or materials not intended for you;
- (b) log into a server or account which you are not authorized to access;
- (c) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization from us; or
- (d) attempt to interfere with service to any user, host or network including without limitation, via means of submitting a virus to the Site, overloading, "flooding," "mailbombing" or "crashing" the Site.

Violations of system or network security may result in civil or criminal liability. We reserve the right to investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations. You understand that data and communications, including e-mail and other electronic communications, may be accessed by unauthorized third parties when communicated over the Internet. You agree that it is your responsibility, and not ours, to obtain and use third party software products that support encryption and other security protocols compatible with such protocols (if any) that may be used by us from time to time in connection with the Site.

Prohibited Activities. We expect that you will exercise caution, good sense and proper judgment in using the Site and the Services. Accordingly, you agree NOT to use the Site and/or any of the Services for or in connection with any of the following activities:



- (a) Spoofing or otherwise impersonating any person or entity including, without limitation, any other users or any of our personnel, or falsely stating or otherwise misrepresenting your identity or affiliation in any way, or forging any TCP/IP packet header or any part of the header information in any e-mail or other posting.
- (b) Any fraudulent or illegal purpose, or any use which violates the accepted norms of the Internet community, whether or not expressly mentioned in this Agreement, as well as any activity that could damage our commercial reputation and goodwill or the commercial reputation and good will of our vendors, clients or Members.
- (c) E-mailing, uploading, posting or otherwise transmitting or using the Site and/or the Services in furtherance of the use or distribution of any unlawful, harmful, harassing, defamatory, tortious, libelous, abusive, threatening, vulgar, sexually explicit, obscene, hateful, racially, ethnically or otherwise objectionable material of any kind, or any material that is invasive of another's privacy or exploits children, or transmitting any sexually explicit materials including images and other content.
- (d) Transmitting, uploading or posting material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, destroy, disrupt or otherwise impair any computer's functionality or the operation of our Site or computers, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information, or transmit any materials that otherwise violate our rules or policies.
- (e) Transmitting, uploading or posting material that (i) is copyrighted, unless you are the copyright owner or have obtained the permission of the copyright owner to transmit it; (ii) reveals trade secrets, unless you own them or have the permission of the owner to so transmit them; or (iii) infringes on any intellectual property rights of ours or others or violates the privacy or rights of publicity of others.
- (f) Exploiting, requesting or including personally or other individually identifiable information of a minor (any person under eighteen (18) years of age) or anyone else including, without limitation, name, home address, telephone number or the name of the minor's school.
- (g) Victimized, harassing, degrading or intimidating an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.
- (h) Providing instruction regarding or inciting illegal activity including, without limitation, instructions regarding how to build a bomb, counterfeit money, sell and/or make drugs or commit any other type of illegal or criminal activity.
- (i) Distributing unauthorized or unsolicited advertising or spamming including, without limitation, junk or bulk e-mail, chain letters or any form of lottery or gambling.
- (j) Soliciting another client's or an Member's password(s) or billing information.
- (k) Listing any advertisements.
- (l) Promoting the sale of any products and/or services.
- (m) Using any tools, programs, robotic algorithms or products to automatically download or "spider" the Site or any of the pages of the Site infringes on our copyrights.

Maven's Confidential Information. The Site, the Services and all other information pertaining to our business and certain information and content posted on the Site (including, without limitation, our product and pricing information) constitutes our confidential information ("Confidential Information"). You agree that while you or your business are a client of Maven and continuing thereafter, you shall not disclose or make available to any third party, directly or indirectly, any such Confidential Information without first obtaining our express written consent.



Intellectual Property Rights. All content and material on the Site including, without limitation, text, graphics, logos, buttons, icons, images, audio clips and software included in the Site are our property or the property of our licensors and are protected by U.S. and international copyright, trademark and other proprietary rights and intellectual property rights laws. The compilation of all content on the Site is our exclusive property and is protected by U.S. and international copyright laws. All software used on the Site is our property or its licensors and is protected by U.S. and international copyright laws. You acknowledge that you do not acquire any ownership rights by virtue of downloading any material from the Site. All rights not expressly granted hereunder are expressly reserved to us. For purposes of this Agreement, the term "Intellectual Property Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide including, without limitation, moral rights and similar rights.

Use of Your Transaction Data. You hereby grant us a worldwide, perpetual, royalty-free, fully paid-up, irrevocable, exclusive, sub-licensable, transferable license to use any and all non-personally identifiable transaction data derived by us during the term of this Agreement and thereafter from your use of the Site. You also hereby grant to us a worldwide, perpetual, royalty-free, fully paid-up, irrevocable exclusive, sub-licensable, transferable license to aggregate, compile and analyze any and all non-personally identifiable transaction data derived by us during the term of this Agreement and thereafter from your use of the Site with data of other clients and/or users and to create derivative works therefrom. We will not sell, license or provide to any person (other than you) any aggregated transaction data that directly or indirectly identifies you without your prior written consent.

Compliance with Laws. You agree to use the Site and Services only for lawful purposes. The Site and the Services are subject to, and you agree that you shall at all times comply with, all applicable local, state, national, and international laws, statutes, rules, regulations, ordinances and the like applicable to their use including, without limitation, regulations and rules relating to the export of technical and other data from the United States (and from your country if you are not located in the United States). You also agree not to export or re-export any data or any other content or materials in violation of such laws, rules or regulations without first obtaining all necessary licenses, consents and approvals therefor, as well as authorization from us.

Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties agree to submit to the exclusive jurisdiction of any California State court or any United States Federal court sitting in California over any suit, action or other proceeding brought by any party arising out of or relating to this Agreement and that all claims with respect to such suit, action or other proceedings shall be heard and determined in such courts only.

Entire Agreement. This Agreement includes the terms set forth above and all of our operating guidelines and policies, and constitutes the entire agreement between you and us with respect to your access to, and use of, the Site and Services.

Our Right to Modify this Agreement. We reserve the right, at any time and from time to time, to update, revise, supplement and to otherwise modify this Agreement, or any part thereof, and to impose new or additional rules, policies, terms or conditions on your use of the Site. Such updates, revisions, supplements, modifications, and new and additional rules, policies, terms and conditions (collectively referred to in this Agreement as "Additional Terms") shall be effective immediately and incorporated into this Agreement upon notice thereof to you, which may be given by any reasonable means including by posting to the Site. Your continued use of the Site following such notice shall be deemed to conclusively indicate your acceptance of any and all such Additional Terms.

YOU AGREE TO BE BOUND BY THIS AGREEMENT INCLUDING ALL OF OUR OPERATING GUIDELINES AND POLICIES, INCLUDING THOSE ATTACHED HERETO AS EXHIBIT A.

Exhibit A Maven Research, Inc. Policies and Guidelines

Information on Maven's Policies and Guidelines for both Clients and Members may be found on Maven's website, located at <http://www.mavenresearch.com/>. In addition to the information displayed on the website, the Client should abide at all times by the Terms and Conditions of Usage outlined in this Agreement.

The following is a short list of Guidelines for usage of Maven Services by Client. This list is by no means comprehensive, and may be updated, changed, or augmented periodically by Maven. Client shall disseminate this information to all designated Client Users of Maven's Services.

Do...	Don't...
RESPECT our Members' confidentiality.	<ul style="list-style-type: none"> ● DISCLOSE confidential information shared with you by Members to others. ● QUOTE Members without their consent. ● RECORD Consultations without receiving all participants' permission to do so in advance.
RESPECT our Members' privacy.	SHARE details of individual Members' identities or participation in Maven with others.
RESPECT our Members' limitations and outside obligations.	PRESSURE Members to answer questions that they are uncomfortable answering. If a Member declines to answer a question, move on to a new question or end the Consultation.
END the Consultation whenever you like. You will only be billed for actual time spent on the phone with the Member.	FEEL OBLIGATED to continue speaking with someone who is not delivering value to your research.
PROVIDE feedback. The entire community of Maven Members and Clients benefits from feedback submission since it allows us to continuously improve our product offering and provide guidance to the Membership. We don't share your specific feedback with the Member or with other Clients, so there is no need to fear that your feedback is going to "get back" to the Member or be used to directly benefit another Client.	"GAME" the feedback system. Feedback is just one of many factors used to calculate a Member's Maven Score. Your feedback alone is not sufficient to meaningfully influence it.
CONDUCT all interactions with Members via our platform.	CONTACT Members directly. When you would like to follow up with a Member, request a Follow-Up Consultation through Maven.
USE the Privacy, Conflict Management, and Communications Preferences, tools provided by Maven to protect your privacy and screen out potential conflicts.	ENGAGE in any interaction with a Member that would pose a significant risk of creating an unwanted conflict.
BEWARE of potential conflicts and avoid exposure to material non-public information.	SOLICIT material non-public information.