



Vocus, Inc.  
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 United States  
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 Tax ID: 58-1806705

## Subscription Agreement

Date: 04/16/2013	Sales Rep: Jamie Howell	Cust No:69056	Sales Order No.: 95016
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**Subscriber:**

The Media Consortium  
 Jo Ellen Kaiser  
 222 Sutter Street  
 Suite 600  
 San Francisco, CA 94108  
 United States  
 Phone: (415) 878-3862

**Bill To:**

The Media Consortium  
 Jo Ellen Kaiser  
 222 Sutter Street  
 Suite 600  
 San Francisco, CA 94108  
 United States  
 Phone: (415) 878-3862

Item	Qty	Description	Users/Options	Subscription Term	Price - USD
P-VPR-SEPR	1.00	Vocus Public Relations - Professional Media Relations Module	1	06/01/2013-05/31/2014	5,950.00
P-VPR-SEAT	1.00	Promotion for Additional Vocus Concurrent User License	1	06/01/2013-05/31/2014	1,000.00
P-VPR-SEAT	1.00	Promotion for Additional Vocus Concurrent User License	1	06/01/2013-05/31/2014	1,000.00
P-CMP	1.00	eMail Campaigns	UNLTD	06/01/2013-05/31/2014	0.00
Discount					(2,385.00)

<b>Payment Terms:</b>	<b>Total:</b>	5,565.00
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Due on Receipt

Note: The prices above do not include sales taxes, other business taxes or travel expenses. Sales with "Bill To" addresses in AZ, DC, MA, NJ, NM, NY, OH, PA, TX and WA are subject to sales taxes or other business taxes. Invoices will reflect any such taxes collected by Vocus and travel expenses for services rendered on site will be billed separately.

Accepted and agreed to:

Subscriber Signature	Date	Vocus Inc. Signature	Date
Printed Name		Printed Name	
Title		Title	

## SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. SUBSCRIPTION

**A.** Subject to the terms and conditions of this agreement, the subscriber (“Subscriber”) named in the first page (the “Cover Page”) of this subscription agreement (the “Agreement”) hereby subscribes to the on-demand relationship management service (the “Service”) made available by Vocus, Inc. (“Vocus”). Vocus grants Subscriber a non-exclusive, revocable, non-transferable (other than as set forth in this Agreement), non-sublicensable right to access and use those modules of the Service set forth on the Cover Page for its own internal business purposes in accordance with the terms and conditions in this Agreement. Subscriber shall not (i) license, sublicense, sell, resell, transfer, assign, or otherwise commercially exploit or make available to any third party the Service in any way; or (ii) access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

**B.** This Section 1.B sets forth the terms and conditions governing Vocus’ provision and Subscriber’s use of Vocus’ content monitoring service currently known as News On-Demand, News Management, Social Media or Broadcast Media (collectively and individually the “Monitoring Service”) and only applies if such service is included on the Cover Page, or is part of a suite of purchased services, in either case, the Monitoring Service shall be considered part of the Service.

(i) Vocus will monitor various sources on a daily basis for mentions of words or phrases specified by Subscriber (each word or phrase a “Subscriber Query”). Vocus reserves the right, in its sole and absolute discretion, to refuse to undertake any query that Vocus reasonably deems improper or unlawful.

(ii) Subscriber can access the text (or portions of the text) and video clips containing the Subscriber Queries through the Service. Using the Service’s functionality, Subscriber may e-mail text, links viewable within the Service or video clips to Subscriber’s employees, agents, contractors or clients (in the case of agencies who use the Service on behalf of a client) (“Allowed Recipients”) solely for use in relation to Subscriber’s or client’s (in case of agencies who use the Service on behalf of a client) internal business purpose.

(iii) Neither Subscriber nor Allowed Recipients may (a) resell any text or video clips supplied hereunder (including any portion thereof); or (b) distribute or transfer, by any means whatsoever, any text or video clips received via the Service (or copies thereof), to any person, organization or institution other than Allowed Recipients. Subscriber warrants that text or video clips provided to Subscriber through the use of the Service will not be resold, republished or otherwise

systematically distributed to third parties in any form, including but not limited to via an intranet, extranet or internet site. Notwithstanding anything to the contrary in this Section 1.B, Subscriber may, via Vocus functionality, post, in electronic format, individual articles, video clips, reports or the like, received via the Service to an intranet site for access and use solely by Allowed Recipients.

(iv) Subscriber acknowledges and agrees that in providing the Service, Vocus will supply information, including news mentions, prepared by others (“Third Party Content”), and Vocus is not responsible for the content of any such Third Party Content. Vocus makes no representation or warranty, whether express or implied, regarding the origin, accuracy, correctness, completeness, subject matter, content, or editorial approach of any Third Party Content.

(v) Subscriber acknowledges and agrees that the Third Party Content monitored by Vocus is subject to copyrights owned by third parties. Vocus does not imply, represent or warrant, by virtue of supplying information incorporating Third Party Content, that Vocus holds or grants any license to use any text, video clips or graphics provided, including news mentions or links to such mentions. Subscriber’s use of any text, video clips or graphics provided hereunder, other than in accordance with the terms set forth herein, shall be at Subscriber’s sole risk and expense. Further, Subscriber’s use of information obtained through the Service may be subject to restrictions imposed by one or more third-party copyright owners, and Subscriber agrees that it shall comply with any such restrictions.

(vi) Vocus does not represent or warrant that any specific source will be monitored by Vocus. Vocus reserves the right to change the sources that it monitors at any time.

(vii) Certain sources, including but not limited to The Wall Street Journal, may limit Subscriber’s ability to view content or access links through the Service. Subscriber agrees that it shall comply with any such restrictions.

(viii) If Subscriber provides users in the United Kingdom (UK) with access to the Monitoring Service, then Subscriber shall:

- Obtain a license for NLA Content directly from the Newspaper Licensing Agency (“NLA”) for such UK users;
- Unless licensed by the NLA, not to further reproduce, copy, distribute, display, sell, publish, broadcast, circulate, deliver or transmit NLA Content either internally or to any third party (with the exception of licensed Public Relations Consultancies and/or Trade/Professional

Subscriber \_\_\_\_\_

Vocus \_\_\_\_\_

Associations) so as to infringe the intellectual property rights vested in the NLA;

- Not remove, conceal or alter any copyright notices contained on or within the NLA Content as accessed or delivered;
- Not store NLA Content in electronic form as part of any library or archive of information other than within the Service; and
- Provide a statement when requested by Vocus setting out the number of permitted users within Subscriber's organization in the UK.

**C.** This Section 1.C sets forth the terms and conditions governing Vocus' provision and Subscriber's use of Vocus' information distribution service currently known as PRWeb (the "PRWeb Service") and only applies if such service is listed on the Cover Page, or is part of a suite of purchased services, in either case, the PRWeb Service shall be considered part of the Service.

(i) Subscriber and not Vocus is responsible for the content and accuracy of all news copy and other information submitted by Subscriber to Vocus for distribution via the PRWeb Service (the "PRWeb Materials") and Vocus is not responsible for verifying facts contained in any PRWeb Materials. All PRWeb Materials must follow the PRWeb Service editorial guidelines which can be found on the PRWeb Service web site and are subject to change at any time at Vocus' sole discretion.

(ii) Vocus reserves the right in its reasonable discretion to (a) reject or edit PRWeb Materials (such editing to be done collaboratively with Subscriber); and (b) remove any news release from its web site, cease distribution of any news release or reject any news release. Subscriber acknowledges that re-distribution of news releases is beyond Vocus' control, and accordingly, Vocus is not obligated to remove PRWeb Materials from sites outside of Vocus' PRWeb network.

(iii) If there are errors in the dissemination of PRWeb Materials by Vocus, Vocus shall use reasonable efforts to correct such errors promptly upon Subscriber's notice, without additional charge, and such obligation to correct shall constitute the sole liability of Vocus in this regard.

(iv) All PRWeb Materials submitted by Subscriber to Vocus must contain a Subscriber contact name, phone number and e-mail address that can be verified by Vocus.

(v) Vocus does not warrant specific placement of any news release nor pick up by third parties of any news release on its wire, but will deliver a news release via online distribution methods to make such content available to be repurposed by third parties who discover the content at various Internet locations, both intended and unintended.

(vi) Subscriber shall not query, spider or access any PRWeb Service systems without the express written consent of Vocus.

**D.** This Section 1.D sets forth the terms and conditions governing Vocus' provision and Subscriber's use of Vocus' Facebook applications (the "Facebook Applications") and only applies if such service (which may be referred to as North Social) is listed on the Cover Page, or is part of a suite of purchased services, in either case, the Facebook Applications shall be considered part of the Service.

(i) Vocus will provide Subscriber with applications that can be used to support Subscriber's marketing programs on Facebook. Vocus does not endorse nor accept any responsibility for the contents of or Subscriber's use of the Facebook site. Vocus makes no representation or warranty, express or implied, regarding the origin, accuracy, licenseability, correctness or completeness of any information supplied by Subscriber, Facebook or others not affiliated with Vocus.

(ii) Subscriber agrees to be bound by any terms of use presented by Facebook.

(iii) Abuse or excessively frequent requests to access or use Facebook Applications, may result, in Vocus' sole discretion, in the suspension or termination of Subscriber's access to the Facebook Applications.

(iv) Subscriber grants Vocus and its affiliates the non-exclusive right and license to use captured images and other data from Subscriber's Facebook page(s) or profile(s) solely for use in providing the Service. In addition, by setting Subscriber pages to be shared publicly, Subscriber acknowledges that third parties and other individuals will view and share Subscriber's content.

(v) Vocus reserves the right in its reasonable discretion to immediately disable Subscriber's Facebook Applications if Subscriber's bandwidth usage in relation to the Facebook Applications significantly exceeds the average bandwidth usage of other Facebook Application customers.

**E.** This Section 1.E sets forth the terms and conditions governing Vocus' provision and Subscriber's use of Vocus' service linking information sources to reporters and bloggers currently known as HARO or HelpAReporterOut ("HARO") and only applies if such service is listed on the Cover Page, or is part of a suite of purchased services, in either case, HARO shall be considered part of the Service.

(i) There are three types of memberships in HARO: Journalist Members, Source Members and Sponsors. The scope of your access to the site is dependent upon the type of member you are. Journalist Members log onto the Journalist home page and post a query ("HARO Query") which is given an anonymous email address. Source Members receive email listings of HARO Queries submitted by Journalist Members. If

Subscriber \_\_\_\_\_

Vocus \_\_\_\_\_

a Source Member has relevant information which he or she believes, in good faith, can assist the Journalist Member with regard to the specific HARO Query, then the Source Member may provide that information in response. The Source Member may not respond if the information is not in specific response to the HARO Query and the Source Member may not utilize any information contained within the HARO Query for any other purpose. Sponsor Members: To become a member you must purchase advertisement spots that will appear in a HARO email.

(ii) Source Members may forward HARO Queries to others, but Source Members shall not post HARO Queries on blogs, web sites or any similar venue. Subscriber must not harvest Journalist Member email addresses for any reason.

(iii) Vocus does not represent or warrant any information regarding the identity of any Journalist or Source Member with whom you may interact in the course of using the Service. Additionally, Vocus does not verify the authenticity of any data which Journalist or Source Members provide about themselves or relationships such individuals may describe. Subscriber shall not falsely state, impersonate, or otherwise misrepresent its identity, including but not limited to the use of a pseudonym in posting or responding to HARO Queries.

(iv) Vocus is not liable for the deletion, corruption or failure to post, store and/or forward any messages or other content (and/or to do so in a timely manner), including without limitation HARO Queries maintained or transmitted by the Service.

**F.** This Section 1.F sets forth the terms and conditions governing Vocus' provision and Subscriber's use of Vocus' email distribution system (the "Email Marketing Service") currently known as iContact, and only applies if such service is listed on the Cover Page, or is part of a suite of purchased services, in either case, the Email Marketing Service shall be considered part of the Service. The Email Marketing Service allows Subscriber to electronically distribute content to Subscriber's contacts, each of whom must have consented previously to the receipt of such content ("Email Marketing Recipients"). While Subscriber uses the Service to assist with the transmittal of content to its Email Marketing Recipients, Subscriber acknowledges that Vocus does not actually send Subscriber content to Email Marketing Recipients on Subscriber's behalf. Vocus solely provides the platform for Subscriber to send email distribution.

(i) The total number of emails per month that may be sent by Subscriber cannot exceed six (6) times Subscriber's level limit. Such emails must be sent during the subscription term set forth in the Cover Page opposite such service.

(ii) Subscriber acknowledges that from time to time, delivery of email messages sent using the Service may be blocked or

prevented at destination email servers. Subscriber's payment obligation set forth herein continues regardless of whether delivery of such email messages is prevented or blocked.

(iii) Each email message that is sent using the Email Marketing Service must conform with the policies listed below, contain an "unsubscribe" link that allows Email Marketing Recipients to remove themselves from Subscriber's mailing list, and include a link to the following policies of Vocus' subsidiary, iContact LLC (as may be updated from time to time):

- <http://www.icontact.com/anti-spam-policy>
- <http://www.icontact.com/permission-email-marketing#prohibited>

(iv) Subscriber agrees that it will not remove, disable, modify or attempt to remove, disable or modify either link. Further, each email message may contain an automatic identifying footer such as "Powered by iContact." Except as otherwise expressly permitted in writing by Vocus, Subscriber agrees that it will not remove, disable or modify or attempt to remove, disable or modify such footer. Subscriber shall not send messages to any purchased (email) lists, purchased distribution lists, purchased newsgroups, or purchased email addresses.

(v) In connection with the provision of the Email Marketing Service, Vocus or its affiliates (such affiliates to be considered "Vocus" herein) may collect personal information about Email Marketing Recipients. Subscriber is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Email Marketing Recipient data uploaded to the Service, and Subscriber is responsible for maintaining, securing and storing all such data in accordance with applicable law.

(vi) If the number of Recipients stored in Subscriber's account exceeds the subscriber level, then Subscriber's access to and use of the Email Marketing Service, including mail sending, may be suspended until Subscriber: (a) reduces the number of Recipients stored in Subscriber's account; or (b) upgrades its subscriber level to at least equal the number of Email Marketing Recipients stored in its account. Subscriber may upgrade (but not downgrade) Subscriber's subscriber level at any time during the then-current subscription term.

**G.** No license or other rights in any Vocus technology are granted to Subscriber hereunder, and all rights not expressly granted to Subscriber herein are expressly reserved. Subscriber agrees not to modify, create derivative works of, translate, reverse engineer, decompile, disassemble the Service or otherwise recreate or gain access to the source code. Furthermore, Subscriber shall not use the Service or any interface thereto for the purpose of developing a product or service that provides functionality similar to the Service.

Subscriber \_\_\_\_\_

Vocus \_\_\_\_\_

**H.** Subscriber represents to Vocus that Subscriber has valid title or license to all materials, including but not limited to the PRWeb Materials if applicable, provided by Subscriber for residence on the Service (the "Subscriber Materials"). Subscriber Materials are and shall remain the property of Subscriber, who shall retain all intellectual property rights therein. Subscriber hereby represents and warrants that Subscriber Materials will not contain any content that is obscene, libelous, slanderous or otherwise defamatory, false or misleading or that violates any copyright, right of privacy or publicity or other right of any person or party. Subscriber hereby grants to Vocus a non-exclusive, royalty-free license to use, copy, distribute, perform, display and prepare derivative works of the Subscriber Materials solely for the purpose of providing the Service. Vocus reserves the right to remove Subscriber Materials or other information and accounts containing any information that it determines in its sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or that violate any party's intellectual property or this Agreement.

**I.** Subscriber is responsible for all actions taken via Subscriber's account for the Service, including protecting the confidentiality of Subscriber's passwords and user IDs, and maintaining timely contact information for such account.

**J.** Vocus uses information collected from Subscriber to provide the Service. Vocus may share information collected from Subscriber with its affiliates or third parties that work on Vocus' behalf or provide services to Vocus in relation to Vocus' provision of the Service to Subscriber, including but not limited to necessary hardware, software, networking, storage, and technologies required to run the Service, and Subscriber hereby consents to such use by affiliates and third parties.

**K.** If Subscriber is an advertising or public relations agency, Subscriber may use the Service on behalf of a client, only in accordance with this Agreement. Subscriber may provide Allowed Recipients with text or video clips received via the Monitoring Service only if Subscriber obtains one license to the Monitoring Service for each client on whose behalf Subscriber is using the Service.

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## **2. HOSTING, SERVICE AVAILABILITY AND STORAGE**

**A.** Vocus shall host and maintain the Service on its servers. The Service will maintain an average availability of no less than 99.5%, which translates to less than 45 hours of downtime per annum, excluding downtime caused by (i) scheduled maintenance performed between the hours of 12:00 AM and 6:00 AM Eastern time, (ii) emergency maintenance, (iii) *force majeure*, and (iv) any other events beyond Vocus' reasonable control. Downtime is any time in which a computer on the global Internet is unable to connect to the Vocus production environment, log into the application, access application data or file attachments or execute reporting jobs due to unavailability of the Service.

**B.** Vocus shall provide up to 500 megabytes (5 gigabytes if Vocus Public Relations Enterprise Edition is specified on the Cover Page) of hosted data storage capacity to Subscriber for purposes of storing Subscriber Materials on the Service. Subscriber may purchase additional storage space at any time at Vocus' then-current price for such storage.

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## **3. BACK-UP AND SUPPORT SERVICES**

**A.** Vocus shall keep offsite back-ups of Subscriber's data. Restoration of Subscriber's data due to the fault of Subscriber will be at Subscriber's expense and if due to the fault of Vocus, at Vocus' expense.

**B.** During the term of this Agreement, Vocus shall provide technical support to Subscriber by providing Subscriber with access to a member of the Vocus support services staff via a telephone help line or email, which support staff member will consult with Subscriber for a reasonable amount of time during the hours of 8:00 AM and 8:00 PM Eastern time, Monday through Friday (unless otherwise set forth on the Cover Page) to assist Subscriber with troubleshooting, error correction and use of the Service.

**C.** Any professional services or custom services purchased by Subscriber shall be used by Subscriber within the longest subscription term of any other service listed on the Cover Page, or if no other service is listed on the Cover Page, then within Subscriber's then current subscription term.

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## **4. FEES**

**A.** Subscriber shall pay the fees set forth on the Cover Page in accordance with the payment terms set forth on the Cover Page or upon signing of this Agreement if no such terms are contained on the Cover Page. Any payment not received from Subscriber by the due date will accrue late charges at the rate of 1.5% of the outstanding balance per month, or at the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

**B.** If Subscriber's account is 30 days or more overdue, in addition to any of its other rights or remedies, Vocus reserves the right to suspend Subscriber's access to the Service, without liability to Subscriber, until such amounts are paid in full.

**C.** Prices set forth on the Cover Page do not include taxes. Unless collected and remitted by Vocus (as indicated on the invoice presented to Subscriber by Vocus), Subscriber is responsible for payment of all taxes due to a governmental authority, if any, except for taxes imposed on Vocus' net income. Subscriber shall provide to Vocus any certificate of exemption or similar document required to exempt any transaction under this Agreement from sales tax or other tax liability.

Subscriber \_\_\_\_\_

Vocus \_\_\_\_\_

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**5. NONDISCLOSURE**

**A.** “Confidential Information” means any and all information, which is of a confidential, proprietary or trade secret nature that is furnished or disclosed by one party to the other party under this Agreement. Without limiting the generality of the foregoing, Confidential Information includes the specific business terms of this Agreement, Subscriber Materials, and any other information that is marked as “Confidential,” “Proprietary,” “Trade Secret,” or in some other manner to indicate it is of confidential, proprietary or trade secret nature.

**B.** Confidential Information will remain the property of the disclosing party. The receiving party agrees: (i) to hold the Confidential Information in strict confidence; (ii) to limit disclosure of the Confidential Information to the receiving party’s own employees, agents or authorized consultants having a need to know the Confidential Information for the purposes of this Agreement; (iii) not to disclose any Confidential Information to any third party; (iv) to use the Confidential Information solely in accordance with the terms of this Agreement in order to carry out its obligations or exercise its rights under this Agreement; and (v) to notify the disclosing party promptly of any unauthorized use or disclosure of the Confidential Information and to cooperate with the disclosing party in every reasonable way to cease such unauthorized use or disclosure.

**C.** The obligations under this Section 5 will not apply to information that the receiving party can demonstrate: (i) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the receiving party; (ii) is independently developed by the receiving party without regard to the Confidential Information of the other party; or (iii) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority, provided that the receiving party shall attempt to furnish prompt written notice of such required disclosure and reasonably cooperate with the disclosing party, at the disclosing party’s expense, in any effort made by the disclosing party to seek a protective order or other appropriate protection of its Confidential Information.

**D.** The parties agree that any breach of this Section 5 may cause the disclosing party substantial and irreparable damages; therefore, if the receiving party discloses or uses (or threatens to disclose or use) any Confidential Information of the disclosing party in breach of this Section 5, the disclosing party shall have the right, in addition to any other remedies available to it, to seek injunctive and equitable relief.

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**6. WARRANTIES**

**A.** Vocus represents and warrants that the Service will be available to Subscriber and perform substantially in accordance with the on-line help documentation and the service level standards set forth in Section 2.A of this Agreement.

**B.** Each party represents and warrants that the undersigned individual has full authority to (i) execute this Agreement on behalf of his/her respective party, and (ii) bind his/her respective party to this Agreement.

**C. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE (INCLUDING NON-INFRINGEMENT), AND ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.**

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**7. INDEMNIFICATION**

**A.** Vocus will indemnify, defend and hold Subscriber harmless against any claim or demand by a third party, including without limitation reasonable attorney’s fees, alleging that the Service infringes any intellectual property right under the laws of the United States of a third party. Vocus’ indemnification obligation does not cover third party claims arising from: (i) modifications to the Service by anyone other than Vocus or its authorized agents and contractors; (ii) use of the Service by Subscriber in combination with other software or equipment not provided by Vocus where the Service, but for such combination, would not be infringing; or (iii) Subscriber’s failure to use the Service in accordance with the terms and conditions in this Agreement.

**B.** Subscriber will indemnify, defend and hold Vocus and its subsidiaries, affiliates, officers, directors and employees harmless against any claim or demand by a third party, including without limitation reasonable attorney’s fees, alleging that any Subscriber Material infringes any intellectual property rights of a third party, or due to Subscriber’s violation of privacy or spamming laws or regulations.

**C.** Indemnification by a party hereunder is conditioned upon the following: (i) the indemnitee promptly notifying the other party of any claim; (ii) the indemnitor having sole control of the defense and all related settlement negotiations; and (iii) the indemnitee cooperating, at the indemnitor’s expense, in the defense and furnishing the indemnitor with all related evidence in its control.

**D.** If a claim regarding the Service and alleging infringement is brought or is likely, in Vocus’ sole opinion, to be brought, Vocus may, at its sole option and expense (i) obtain the right for Subscriber to continue using the Service; (ii) replace or modify the Service so that it becomes non-infringing; or (iii) upon notice to Subscriber, terminate this Agreement or Subscriber’s use of the Service or any portion thereof, provided that Vocus promptly refunds to Subscriber the prorated portion of any pre-paid annual subscription fees paid hereunder.

Subscriber \_\_\_\_\_

Vocus \_\_\_\_\_

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## 8. LIMITATION OF LIABILITY

**A.** Subscriber acknowledges that it alone is responsible for the results obtained from its use of the Service, including without limitation the completeness, accuracy and content of such results. If any such results are inaccurate or incomplete solely due to any defect in the Service, Subscriber's exclusive remedy and Vocus' sole obligation shall be to correct or modify the Service at no additional charge to Subscriber.

**B.** The Service's web site may contain hyperlinks to Web sites controlled by parties other than Vocus. Vocus is not responsible for and does not endorse or accept any responsibility over the content or use of such Web sites.

**C.** Except for the indemnification obligations set forth in Section 7, a material breach of the confidentiality provisions set forth in Section 5, or claims related to personal injury or property damage caused solely by Vocus' negligence or willful misconduct, Vocus' entire liability and Subscriber's exclusive remedy for damages for any claims arising under or in connection with this Agreement, regardless of the cause of action, whether in contract or in tort (including without limitation, breach of warranty and negligence claims) shall be limited to Subscriber's actual direct damages, not to exceed the amounts actually paid by Subscriber under this Agreement during the twelve months immediately preceding the month in which the cause of action arose.

**D. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY CLAIMS OR DEMANDS OF THIRD PARTIES (OTHER THAN THOSE THIRD PARTY CLAIMS COVERED BY SECTION 7) OR ANY LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

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## 9. TERM AND TERMINATION

**A.** The term of this Agreement shall be the subscription term set forth on the Cover Page unless terminated earlier in accordance with this Section 9 or otherwise renewed for an additional term in a writing signed by both parties. Any such renewal shall be at Vocus' then-current fees which Subscriber shall pay no later than 30 days after receipt of an invoice by Subscriber unless otherwise agreed to by the parties in writing.

**B.** If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement, then that party may provide written notice to the breaching party describing the alleged failure in reasonable detail. If the breaching party does not cure or begin to cure the material failure within 30 calendar days after receiving such written notice, then the non-breaching party may terminate this Agreement by written notice to the breaching party. Termination of this Agreement will be in addition to, and not in lieu of, other remedies available to the

terminating party. Upon such termination by Subscriber, Vocus agrees to promptly refund to Subscriber a prorated portion of any prepaid annual subscription fees paid hereunder.

**C.** Within 30 days after the expiration or termination of this Agreement for any reason, the receiving party must destroy the original and all copies (including partial copies) of all Confidential Information of the disclosing party.

**D.** The obligations of Sections 1.A(i) and (ii), 1.G, 1.H and 1.I, 5 (Nondisclosure), 7 (Indemnification), 8 (Limitation of Liability), 10 (Governing Law and Disputes), and 11 (General) will survive the expiration or termination of this Agreement.

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## 10. GOVERNING LAW AND DISPUTES

**A.** This Agreement will be governed and construed in accordance with the laws of the State of Maryland exclusive of its choice of law provisions and **WITHOUT THE APPLICATION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT**. Any suit hereunder will be brought in the federal or state courts located in the State of Maryland, and Subscriber submits to the personal jurisdiction thereof. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

**B.** Both parties agree to comply fully with all relevant laws, including the export laws and regulations relating to use of the Service in its place of business, regardless of country or jurisdiction. However, Subscriber's use of the data supplied by the Service is at Subscriber's own risk. Without limiting the foregoing, Subscriber will be solely responsible for usage of contact information (e.g. names, phone and facsimile numbers, e-mail addresses and physical addresses) in compliance with relevant laws and regulations. Subscriber may not: (i) send spam or unsolicited messages in violation of relevant laws, including concerning privacy, data protection, telemarketing, the CAN-SPAM Act or other commercial email laws, wireless domain suppression lists, and "Do-Not-Call" lists; (ii) send or store infringing, obscene, threatening, harassing, libelous, or otherwise unlawful or tortious material, including material harmful to children or violate third party privacy rights; or (iii) send or store material containing malicious code, including, without limitation, software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs. Vocus also reserves the right to use or disclose information provided if required by law or if Vocus reasonably believes that use or disclosure is necessary to protect Vocus' rights and/or to comply with a judicial proceeding, court order, or legal process.

**C.** Except for actions for non-payment, breach of confidentiality or indemnities under Section 7, no action, regardless of form, arising out of or related to this Agreement may be brought by either party more than 2 years after the accrual of the cause of action.

Subscriber \_\_\_\_\_

Vocus \_\_\_\_\_

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**11. GENERAL**

**A.** Any notice or other communication required or permitted to be made or given by either party pursuant to this Agreement will be in writing, in English, and will be deemed to have been duly given: (i) five business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when delivered if delivered personally or (iii) one business day after being sent by express courier service. All notices will be sent to the other party at its address as set forth on the Cover Page (in the case of Vocus, “Attn: Legal Department”) or at such other address as such party will have specified in a notice given in accordance with this Section 11.A. In addition, Vocus may provide notices to Subscriber electronically either via the Service or via any email address provided by Subscriber in connection with Subscriber’s account.

**B.** Subscriber may not assign this Agreement without the written consent of Vocus, which consent shall not be unreasonably withheld or delayed.

**C.** Subject to Section 11.B, this Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

**D.** The section headings contained herein are for reference only and shall not be considered substantive parts of this Agreement.

**E.** If Subscriber is the U.S. Government or any agency or instrumentality thereof, the software provided pursuant to this Agreement is delivered with RESTRICTED RIGHTS only. The use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-19 Commercial Computer Software—Restricted Rights or DFAR 252.227-7013 Rights in Technical Data and Computer Software.

**F.** The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

**G.** No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under this Agreement.

**H.** Vocus and Subscriber are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.

**I.** This Agreement represents the entire agreement between Subscriber and Vocus with respect to the subject matter,

superseding all previous oral or written communications, representations or agreements regarding such subject matter, including but not limited to any purchase order forms submitted by Subscriber (unless such purchase order is signed by Vocus). This Agreement may be modified only by a writing signed by both parties.

Subscriber \_\_\_\_\_

Vocus \_\_\_\_\_