

Memorandum of Understanding

May 1, 2013

I. Participants:

- a. The Media Consortium ("TMC"), a project of the Foundation for National Progress
- b. High Country News [legal name] ("Member")

II. Project:

The Media Consortium has bought a subscription to the on-demand relationship management service made available by Vocus, Inc. ("Vocus"). TMC is permitted by the terms of our agreement with Vocus to give the Member, as a TMC member in good standing, access to this service in order to fulfill TMC's organizational mission to grow the impact of member outlets.

As part of its subscription, TMC has bought additional seats for Vocus. A seat provides its user the exclusive right to access the on-demand relationship management service (i.e. database). TMC has made available the opportunity for TMC members in good standing either to share one or more seats with other members, or to have full-time access to a seat.

III. Scope

This agreement will be in effect until April 30, 2014.

IV. Responsibilities

Because the Member is using Vocus under the TMC license, the Member has no direct relationship with Vocus. That fact creates a set of responsibilities for both parties. Specifically:

TMC

- TMC will arrange for training for the Member on Vocus.
- If the Member experiences a problem using Vocus, or has a question, TMC will arrange for the Member to speak with TMC's Vocus representative. TMC and Vocus will negotiate how best to create a useful and ongoing interface between Vocus and the Member.
- TMC will set up a joint calendar and listserv so that members may schedule shared seats.
- TMC staff will do their utmost to ensure fairness in seat time. However, it is not the responsibility of TMC staff to schedule seat time for the Member.

The Member

- By signing this MOU, the Member acknowledges and agrees to the terms and conditions in the attached "The Media Consortium—Vocus Agreement." Note particularly section I.A.: The 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.

- The Member shall not contact a Vocus *subscriber* representative directly, unless the Member has been given permission to do so by Vocus or TMC staff. The Member is encouraged to contact a Vocus *sales* representative at any time.
- If the Member is sharing a seat, the Member agrees to schedule use at a consistent time. Further, the Member agrees not to schedule use greater than the sum of Total Number of TMC Users/ Two Shared Seats. If the Member requires additional use during the course of the year, that additional use must be negotiated with other TMC Users.
- If the Member is sharing a seat and consistently overschedules use of the service, the Member will not be invited to participate in this project in the future.

V. Fees

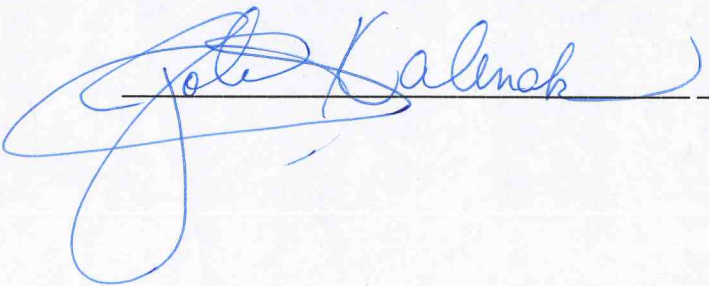
The Media Consortium is the subscriber to Vocus and has paid the Vocus subscription. However, as with other TMC initiatives, the Media Consortium requires members to defray costs by sharing the project expense. An addendum provides the Vocus p/l for 2013.

For 2013, the cost to the Member for a shared seat is \$500; the cost for a dedicated seat is \$1250.

VIII. Concurrence

Jo Ellen Green Kaiser, Executive Director, TMC

Date





Date