

Memorandum of Understanding

November 1, 2015

I. Participants:

- a. The Media Consortium ("TMC"), a project of the Foundation for National Progress
- b. Race Forward ("Member")

II. Project:

The Media Consortium has bought a subscription to the on-demand relationship management service made available by Vocus, Inc. ("Vocus").¹ TMC is permitted by the terms of our agreement with Vocus to give the Member 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 use of 2 seats on the Vocus database. A seat provides its user the exclusive right to access the on-demand relationship management service (i.e. database). This agreement makes these two seats available on a shared basis to contracted members.

III. Scope

This agreement will be in effect until April 30, 2017.

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

¹ Vocus is becoming Cision, but our contract for 2015-2017 is made with Vocus pre-merger.

- 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.

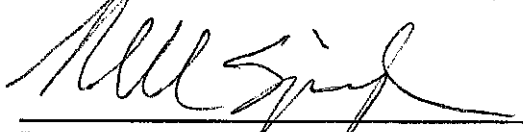
V. Fees

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.

For 2015-2017, the cost to the Member for a shared seat is \$1200, payable in two parts, \$600 by March 30, 2015 and \$600 by March 30, 2016.

VIII. Concurrence

Jo Ellen Green Kaiser, Executive Director, TMC



Rebekah Spicuzian
Senior Communications
Manager
Race Forward

Date

11/1/15

Date