Standard Terms & Conditions

These terms and conditions (the "Standard Terms and Conditions") are entered into as of the earliest of (a) the date the Client agrees to them through digital means, (b) the date the Client uses or receives Services, or (c) the date the Client executes a Statement of Work (the "Effective Date") between **Target Resource Group, LLC** of P.O. Box 38879, Colorado Springs, CO 80937-8879 (the "Company") and the entity entering into the Statement of Work, digitally agreeing to these Standard Terms and Conditions, or otherwise using or receiving the Services (the "Client"), and are the Standard Terms and Conditions referred to in a Statement of Work (as defined below).

If there is a conflict between a provision in these Standard Terms and Conditions and any Statement of Work, the provisions of the Standard Terms and Conditions that the Client most recently agreed to controls.

1.   **DEFINITIONS**. Defined terms shall have the following meaning when used in the Agreement:

"Agreement" means these Standard Terms and Conditions together with any Statement of Work, which is hereby made part of these Standard Terms and Conditions.

"Application" means the application made available to the Client and, for community database projects, End Users via the Application Services.

"Application Services" means the services and license the Company will provide to the Client and, in connection with community database projects, End Users as identified in any applicable Community Database Management Program Application Services Agreement, including but not limited to the provision of access to the Application through the Internet.

"Client Data" means data supplied to the Company by the Client or collected by the Company on the Client's behalf pursuant to this Agreement.

"Company Materials" means any materials shared with the Client that includes intellectual property of the Company and is not part of a Client-specific deliverable.

"Confidential Information" means all financial, technical, and other information regarding the Company, the Client and, for community database projects, an End User or such parties' products or services which are marked as confidential, or if disclosed orally, is promptly confirmed in writing as being confidential, and includes but is not limited to:

    a.   relevant parts of the Application and the Application Services (which shall be Confidential Information even if not marked as confidential);

    b.   Intellectual Property as defined herein;

    c.   oral and written information regarding any the Company inventions, software, discoveries, developments, formulas, processes, methods, trade secrets, know-how, databases, or innovations developed by or for an End User;

    d.   Processed Data; and

e. oral and written information which is used in the End User's business and is proprietary to the End User, including but not limited to financial information, market information, sales information, personnel information, and marketing strategies designated as confidential by the End User, and not generally known by those not employed by the End User.

"Data Protection Laws" means any applicable U.S. law, rule or regulation relating to the processing of Personal Information, including those laws relating to data privacy, data security and marketing consent. Data Protection Laws includes the California Consumer Protection Act ("CCPA") and its implementing regulations.

"Data Subject Request" means a request made by an individual to exercise any rights afforded them under the Data Protection Laws in connection with Personal Information processed pursuant to this Agreement.

"End User" means an organization of the Client that the Client designates as eligible to receive Application Services under the Agreement; or any other organization that receives Applications Services.

"Initial Term" shall have the meaning assigned to it in the Statement of Work, or if no Initial Term is identified in the Statement of Work, a period of one (1) year beginning on the execution of the Statement of Work.

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual.

"Processed Data" means data, including Client Data, which is not, or has been processed by the Company so as to not be, Personal Information or identifiable to the Client. Processed Data may also include data collected via digital tracking technologies, which may (in combination with other information) be able to identify an individual. Processed Data is the Company's Confidential Information.

"Renewal Term" shall have the meaning assigned to it in any relevant Statement of Work.

"Security Measures" means appropriate technical and organizational measures that prevent or are designed to prevent the accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access to Personal Information.

"Service Fees" means the fees charged by the Company as described in the applicable Statement of Work.

"Services" means the Application Services as well as the work which the Client requires the Company to carry out from time to time as detailed in a Statement of Work. This includes, but is not limited to, training, consultancy, Consulting Services, and documentation.

Page 2

"Statement of Work" means an agreement which has been entered into between the Company and the Client and which sets out the terms on which the Company shall:

a.   provide Services to the Client, and

b.   if applicable, provide access to one or more Applications to the Client.

"Support" means the Client's or, in connection with community database projects, the End User's request for Company's reasonable assistance and consultation via email or telephone Monday through Friday, 8:00 a.m. to 4:00 p.m., Mountain Standard Time (excluding holidays observed by the Company) and, in accordance with the Company's then-current technical support to assist the Client in resolving problems encountered with the Application Services.

"Term" means the Initial Term together with any Renewal Term.

2.   CONFIDENTIAL INFORMATION.

2.1   During the Term of this Agreement and at all times thereafter, a party shall not, without the prior written consent of the other party, disclose the terms and conditions of this Agreement or divulge any part of the other party's Confidential Information to any third party except:

2.1.1   to its employees or authorized officers who will carry out the performance of or receipt of Application Services under the Agreement;

2.1.2   to its auditors and professional advisors, a court of competent jurisdiction, governmental body or applicable regulatory authority, and the divulging party shall ensure that the persons and bodies referred to in Sections 2.1.1 and 2.1.2 are made aware before the disclosure of any Confidential Information that the same is confidential and that the divulging party owes a duty of confidence to the other party; and

2.1.3   the retention of Confidential Information by the Company following termination of any relevant Statement of Work pursuant to which such data was originally submitted.

2.2   The provisions of Section 2 shall not extend to any information which was rightfully in the possession of the receiving party prior to the Effective Date and disclosure by the disclosing party or any information which is already public knowledge or becomes so at a future date other than as a result of a breach of this Agreement.

2.3   Each party acknowledges that any breach of its obligations with respect to Confidential Information may cause the other party immediate and irreparable injury for which there are inadequate remedies at law and that the other party shall be entitled to injunctive or other equitable relief, to recovery of its attorney's fees, and to any other costs associated with any such proceeding, and to all other remedies available to it. The Client shall indemnify the Company for breaches by its End Users of the provisions contained in this Section 2.

2.4   Upon termination or expiration of this Agreement or upon request of the End User, the party in possession of the Confidential Information will take commercially reasonable steps to securely delete or dispose of such Confidential Information, including all copies thereof, excluding copies stored as part of the party's routine continuity and backup procedures.

3.   INTELLECTUAL PROPERTY RIGHTS.

3.1   All Intellectual Property Rights belonging to a party prior to the execution of a Statement of Work shall, for the purpose of this Agreement, remain vested in that party.

This Product & Service Description is strictly confidential. No part may be reproduced, used in a spreadsheet, or transmitted in any form or by any means – electronic, mechanical, photocopying or otherwise – without the written permission of TRG Arts, P.O. Box 38879, Colorado Springs, CO 80937-8879.

Page 3

3.2   The Company retains all rights, title and interest in the Services, including any anonymized Processed Data. Subject to payment in full for the relevant Services, the Company hereby grants the Client a non-exclusive license to use Services solely for the Client's own internal business purposes during the Term. Except as agreed herein, the Client shall not share, transfer or otherwise make the Services and Processed Data available to any third party.

3.3   The Client, on behalf of itself and, as applicable, all of Client's End Users, agrees that it will not:

a.   decompile, reverse engineer, disassemble, or otherwise reduce the Intellectual Property to a human-perceivable form;

b.   modify, destroy, rent, lease, loan, sell, or distribute all or any part of the Intellectual Property, including any manuals or documentation;

c.   create derivative works based in whole or in part upon the Intellectual Property;

d.   use the Intellectual Property in any system excepting only the hardware contemplated by the Application Services;

e.   disclose to any third party any unique ideas or elements developed by the Company which are reflected in the Application Services, the manner by which the Application Services, or the content of the Application Services including manuals or documentation;

f.   assist the development or marketing of competing products or services, or

g.   knowingly permit any other firm or individual to take or perform any action that the Client has agreed not to take. The Client agrees to indemnify and hold the Company harmless from and against any loss, damage, cost, or expense incurred by the Company resulting from any modification or misuse of Intellectual Property by the Client or, as applicable, End Users.

3.4   Where the Services are comprised in whole or in part of items containing the Company's Intellectual Property Rights which the Client has a license to use, and the Company has reason to believe that the Client may be in breach of the terms of this Agreement, the Company may terminate such license immediately, without prejudice to any other rights which the Company may have in respect thereof.

4.   REPRESENTATIONS AND WARRANTIES, DISCLAIMER.

4.1   The Company represents and warrants that

a. it will provide the Client with Support for the Services,

b. that the Application will function substantially in conformance with the specifications and documentation provided by the Company, and

c. that it will use commercially reasonable efforts to ensure that the Application Services provided to the Client are free of any known computer virus.

4.2   The Client, on behalf of itself and End Users, represents and warrants that (i) it will protect any applicable access credentials related to the Services and not allow same to be used by individuals to whom such credentials are not intended, and it will secure any necessary consents, licenses or permissions.

4.3   Each party represents and warrants that it will comply with applicable law, and entering into and fully performing its obligations under this Agreement does not and will not violate any agreement or obligation existing between that party and any third party.

4.4   THE EXPRESS WARRANTIES IN THIS AGREEMENT ARE THE ONLY WARRANTIES MADE BY COMPANY AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICES, APPLICATION, PROCESSED DATA, AND SUPPORT AND COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COMPANY DOES NOT WARRANT THE CLIENT'S USE OF THE SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, VIRUS-FREE, OR SECURE. CLIENT ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT. The Company does not warrant the Application or Application Services will meet the Client's, or as applicable End User's, requirements or will operate in the combinations which may be selected for use by the Client, or as applicable End Users.

5.   INDEMNIFICATION.

5.1   Each party will indemnify, defend, and hold the other party, and its respective affiliates, customers, officers, directors, employees, agents, contractors, service providers, assigns and successors (collectively, "Indemnitees") harmless from and against all claims, demands, actions, proceedings or suits (collectively, "Claims") brought against any Indemnitee and any related loss, damage, expense, cost (including any fee for any attorney and any other professional and the cost of litigation) and liability (collectively, "Liabilities") arising out of or relating to any such Claims, in connection with any of the following:

      a.   personal injury (including death) or tangible property damage caused by any act or omission of the indemnifying party or its subcontractors;

      b.   the indemnifying party's negligence or willful misconduct; and

      c.   the indemnifying party's material breach of any representation, warranty, covenant or obligation in this Agreement or failure to comply with any applicable laws and regulations.

5.2   If any part of the Services or Application becomes, or is likely to become, the subject of a Claim of Intellectual Property rights infringement or misappropriation, Company will, at Company's sole option and at Company's expense, either immediately (a) procure the right for Client to continue using the allegedly infringing element, or (b) replace or modify the allegedly infringing element so that it becomes non-infringing. If, after first attempting (a) and (b), Company reasonably determines that neither (a) nor (b) above is possible, Company will notify Client in writing and Client may return and/or cease use of the allegedly infringing element and receive a prorated refund of all fees or other amounts paid for the allegedly infringing element.

6.   LIMITATION OF LIABILITY. EXCEPT FOR A PARTY'S CONFIDENTIALITY OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST DATA, LOST PROFITS AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT (OR THE SERVICES PROVIDED HEREUNDER), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS, EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID BY CLIENT TO CUSTOMER HEREUNDER. THE PARTIES ACKNOWLEDGE THAT THE SERVICE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

7.   CLIENT DATA.

7.1   The Client shall be solely responsible for the accuracy of Client Data and acknowledges that the accuracy of the reports and other information created by an Application are entirely dependent on the accuracy of the Client Data.

7.2   The Client shall comply with all applicable requirements of any privacy policy, terms of use, or similar representation made by the Client or End User to the individual(s) to whom the Client Data relates ("Privacy Policy"). The Client agrees it shall not use the Application for a purpose prohibited by any such Privacy Policy and shall not request the Company take any action pursuant to this Agreement which is inconsistent with or prohibited by any such Privacy Policy. The Client agrees to ensure its Privacy Policy complies with Data Protection Law and accurately describes all Personal Data processing related to Company use of data pursuant to this Agreement.

7.3   The Client:

7.3.1 is responsible for the integrity, security, maintenance, and appropriate protection of the Personal Information which it receives, stores, or transmits, as well as ensuring its compliance with Data Protection Law; and

7.3.2   will ensure that it any necessary consents and notices in place to enable the lawful transfer of the Personal Information to the Company and to enable the Company to process the Personal Information as contemplated (either expressly or by implication) by this Agreement.

7.4   The Company shall (in relation to any Personal Information processed by the Company in connection with this Agreement):

7.4.1   not retain, use, or disclose Client's Personal Information for any purpose other than as necessary for performing its obligations under this Agreement, or as otherwise permitted by Data Protection Law;

7.4.2   use commercially reasonable efforts to implement and maintain the Security Measures; and

7.4.3   assist the Client, at the Client's cost and expense, in responding to any Data Subject Request and in ensuring compliance with the Client's obligations with respect to security and breach notifications.

7.5   The Client shall obtain from any consent or other authorization required to ensure that the Company shall have the right to enable:

7.5.1   the creation of and any further processing of any Processed Data by the Company, including adding such Processed Data to the set maintained by the Company for the purposes of creating and maintaining anonymous industry benchmarking for other Company customers;

7.5.2   the retention of such Processed Data by the Company following termination of this Agreement or any relevant Statement of Works pursuant to which such data was originally submitted; and

7.5.3 Company to share certain Processed Data collected via cookies and similar technologies with third-party marketing partners. The Client may opt out of this sharing by emailing a request to Help@trgarts.com within thirty (30) days of the Effective Date.

7.6   Processed Data shall belong to the Company, and the Company shall have the right to retain and use Processed Data for any purpose. Client hereby warrants and represents that Client Data has not been collected pursuant to a Privacy Policy which prohibits Company's use or sharing of deidentified or aggregate data. During the Term, the Client and applicable End Users shall have access to certain Processed Data through the Services. Notwithstanding such access, all rights to the research and analysis of the Processed Data are reserved exclusively by the Company. Any intellectual capital and/or subsequent products derived from Processed Data are the sole property of the Company. Processed Data provided to the Client or an End User shall not be released to any third party without the express written consent of the Company.

7.6.1   The Company shares some data with leading not-for-profit cultural insights provider SMU DataArts. No personal identifying information (PII) is shared with SMU DataArts, and all insights published by SMU DataArts will only include data in an anonymous and aggregated form.

8.   PRICING AND PAYMENT.

8.1   Unless otherwise provided in the relevant Statement of Work, payment of the Service Fees shall be made by the Client within 30 days after the date of invoice ("Net 30") unless otherwise agreed in writing. Payment may be paid in USD via ACH payment, via wire funds transfer, or via credit card in which case the credit card merchant fees may be added to the total due. The Client shall not be entitled to withhold payment of Charges or make any deduction therefrom in respect of any setoff or counter claim.

8.2   Without prejudice to any other right or remedy of the Company, if any payment is not received by the Company by its due date:

8.2.1   The Company shall be entitled to charge interest from the due date for payment until actual payment at a rate that is the lesser of:

(a)   one and one-half percent (1.5%) per month, or

(b)   the maximum rate allowed by law; and

8.2.2   The Company may suspend the performance of the Services in whole or in part (in the Company's discretion) until outstanding late amounts are fully paid.

8.3   The Company reserves the right to change the Service Fees for each Renewal Term prior to the parties' agreement to the Renewal Term.

8.4   The Client is responsible for all taxes (including without limitation sales, use, property, excise, value added, and gross receipts taxes) that may be assessed as a result of the Agreement, except taxes on the Company's net income. The Client may provide a tax exemption number or affidavit of exemption and shall indemnify and hold the Company harmless for taxes, penalties and interest arising from claimed exemptions which are disallowed.

8.5   The Client shall reimburse the Company for any expenses that the Company may incur in the collection of amounts unpaid by the Client, including but not limited to collection costs and attorney's fees.

9.   TERM OF STATEMENT OF WORK.
Each Statement of Work shall come into force on the date on which the parties enter into such Statement of Work and shall continue until terminated in accordance with the termination provisions of these Standard Terms and Conditions or until completed.

This Product & Service Description is strictly confidential. No part may be reproduced, used in a spreadsheet, or transmitted in any form or by any means – electronic, mechanical, photocopying or otherwise – without the written permission of TRG Arts, P.O. Box 38879, Colorado Springs, CO 80937-8879.

Page 7

10. TERMINATION.

10.1 The Client may terminate any Services or any specific Statement of Work, in whole or in part, for convenience and without cause at any time by giving to the Company:

10.1.1 in relation to Services provided pursuant to a Statement of Work, not less than forty-five (45) days' notice prior to auto renewal or the start of an agreed upon Renewal term; or

10.1.2 in relation to all other Services, not less than forty-five (45) days' written notice.

10.2 In the case of notice given pursuant to Section 13, the Client shall specify the termination date and pay to the Company all amounts due for the Services up to the termination date. Pre-committed expenses shall be payable by the Client provided they have been incurred or committed to by the Company in line with the relevant Statement of Work, provided that that the Company shall use its reasonable endeavors to minimize and mitigate such expenses. Upon termination, the Company shall credit to the Client a pro-rata share of any Services prepaid by the Client for Services to be provided after the effective date of termination. Such termination shall not affect these Standard Terms and Conditions or any Statement of Work then remaining in force (including those in relation to which Services or Application licenses have been terminated, if other Services are provided, and Applications are subscribed to pursuant to such agreements).

10.3 Either party (the "Non-Defaulting Party") may terminate this Agreement or a Statement of Work immediately on giving notice to the other party (the "Defaulting Party") if:

10.3.1 the Defaulting Party commits or permits any material breach of this Agreement or the relevant Statement of Work and the Defaulting Party has failed to remedy such material breach as soon as practicable (where it is capable of remedy) and, in any case, within thirty (30) days of receipt of notice of the breach from the Non-Defaulting Party;

10.3.2 upon fifteen (15) days' notice to the Defaulting Party if the Defaulting Party commits or permits any material breach of this Agreement of the relevant Statement of Work which, in the determination of the Non-Defaulting Party, is not capable of being cured;

10.3.3 the Defaulting Party has a receiver or administrative receiver appointed or passes a resolution for winding up (otherwise than for the purpose of a bona fide arrangement of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or if the Defaulting Party becomes subject to an administration order or enters into any voluntary arrangement with its creditors or ceases or threatens to carry on business;

10.3.4 any encumbrancer takes possession of any material part of the assets of the Defaulting Party; or

10.3.5 if the Defaulting Party ceases or threatens to cease to carry on the whole or substantially the whole of its business or that part of its business to which the relevant Statement of Work relates.

10.4 Any provision of Sections 1-14 which, by its nature, should survive termination of this Agreement so shall survive.

11. FEEDBACK. Any of Client's feedback, suggestions, improvements, or the like relating in any way to the subject matter of this Agreement is the sole property of the Company, and no compensation shall be due to the Client for same. If the Client agrees to participate in the Company's customer satisfaction survey, all rights to the responses and data submitted by the Client as part of such survey shall vest in the Company and the Company shall be entitled to use the completed surveys as it deems fit, including sharing the results with third parties.

12.   GOVERNING LAW AND DISPUTE RESOLUTION; ATTORNEY'S FEES AND COSTS. This Agreement will be construed and interpreted in accordance with the laws of the State of Colorado to the exclusion of any conflict of law or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. All proceedings relating to the subject matter of this Agreement shall be maintained exclusively in the state and federal courts of Colorado and the parties hereby consent to personal jurisdiction and venue therein and hereby waive any right to object to jurisdiction or venue. In any legal action of any dispute between the Parties to enforce the terms of this Agreement, the prevailing Party will be awarded reasonable attorney's fees, expert witness fees and costs.

13.   NOTICES. Any notice required under this Agreement must be in writing and sent to each party's representatives at addresses identified in the preamble. Notices will be delivered in person or by means evidenced by a delivery receipt or acknowledgment (certified or registered mail (postage prepaid and return receipt requested), or via overnight courier). Notices will be effective upon receipt or, if refused, five (5) business days following transmission as provided above.

14.   MISCELLANEOUS.

14.1   These Standard Terms and Conditions, together with each Statement of Work issued pursuant to its provisions, constitute the complete and exclusive statement of the agreement between the parties relating to the subject matter thereof and supersedes all previous communications, representations and other arrangements, oral or written, save that where the Client enters into a separate confidentiality agreement with the Company, that agreement is standalone and shall not be superseded by these Standard Terms and Conditions or a Statement of Work. The Client acknowledges that no reliance is placed on any representation made but not embodied in the Statements of Work or these Standard Terms and Conditions.

14.2   Neither party may assign, transfer, or delegate any of its rights, duties or obligations hereunder, in whole or in part, without the prior written consent of the other party; provided, however, that either party may assign this Agreement in conjunction with the transfer of substantially all of that party's business (or assets pertaining thereto) to which this Agreement relates. End Users have no rights to assign this Agreement.

14.3   Headings shall not affect the interpretation of these Standard Terms and Conditions. A person includes a natural person, corporate or incorporated body (whether or not having a separate legal personality). Words in the singular shall include the plural and vice versa. A reference to "includes" or "including" shall be construed without limitation.

14.4   A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment; provided that as between the parties, no such amendment or re-enactment shall apply for the purposes of this Agreement to the extent that it will impose any new or extended obligation, liability and restriction or otherwise adversely affects the rights of any party. A reference to a statute or statutory provision shall include any subordinate legislation made under that statue or statutory provisions.

14.5   No delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them nor shall any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

14.6   No provision of this Agreement which may be found to be illegal, unenforceable or invalid shall in any way effect the legality, enforceability or validity of any other provision or provisions of this Agreement, all of which shall remain in full force and effect.

14.7   A person who is not a party to a Statement of Work or these Standard Terms and Conditions shall not have any rights of enforcement in relation thereto.

This Product & Service Description is strictly confidential. No part may be reproduced, used in a spreadsheet, or transmitted in any form or by any means – electronic, mechanical, photocopying or otherwise – without the written permission of TRG Arts, P.O. Box 38879, Colorado Springs, CO 80937-8879.

Page 9

14.8   Nothing in this Agreement is intended or shall operate to create a partnership between the parties or authorize either party to act as agent for the other.

14.9   Client agrees that for the Term of this Agreement and for two (2) years after the date of termination of this Agreement, Client will not, either directly or through others, solicit or attempt to solicit any employee, independent contractor or consultant of Company to terminate his or her relationship with Company in order to become an employee, consultant or independent contractor to or for any other person or entity.

14.10   A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is:

(a)   beyond the reasonable control of a party;

(b)   materially affects the performance of any of its obligations under this Agreement, and

(c)   could not reasonably have been foreseen or provided against but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

15.   Supplemental Terms and Conditions for Consulting Services

15.1   WHERE SERVICES MAY BE PERFORMED. The consulting services of the Company may be performed at the offices of the Client or any other appropriate places as agreed upon by the Company and the Client.

15.2   PERSONNEL FOR PERFORMANCE OF SERVICES. The personnel within the Company and sub-contractors who participate in the delivery of services under this Agreement will be those described in the relevant Schedule(s) and others as mutually agreed upon by the parties.

15.3   PRICING AND PAYMENT.

15.3.1 The Client shall pay charges for Services rendered by the Company in accordance with the fee schedule set forth in the Statement of Work or, if no fee schedule is set forth in the Statement of Work, in accordance with the Company standard rates, minimums, and fee policies that are in effect when the Services are rendered.

15.3.2 All out-of-pocket expenses incurred by the Company while rendering Services will be added to invoices, including travel, meals, lodging, supplies, and incidental expenses.

15.3.3 Services provided on a time and materials basis and/or any expenses will be invoiced monthly. The Client shall pay to the Company the amounts specified in each invoice issued by the Company within the terms specified in the invoice. Amounts not timely paid shall bear interest at the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum amount allowed by law.

15.3.4 The Company may suspend the provision of Services during any period when the Client has failed to timely pay the Company any amount owed under this Agreement hereunder. In any action relating to collecting an amount owed by the Client under this Agreement, the Company shall be entitled to recover its costs of collection, including attorneys' fees and other legal costs.

15.3.5 Except as otherwise set forth in the Statement of Work, the Company may, in its sole discretion, change the rates of compensation for any fees that are outlined in the Statement of Work upon sixty (60) days' prior written notice to the Client.

15.4   INDEPENDENT CONTRACTOR RELATIONSHIP. The relationship of the Company to the Client is that of an independent contractor under contract with the Client and not that of an agent, servant, or employee. Consistent with this relationship, neither party to this Agreement has the authority to act for, represent or bind the other party in any manner without obtaining that party's prior written consent or approval.

15.5   PROPRIETARY INFORMATION. The techniques and ideas provided by the Company under this Agreement constitute confidential proprietary information belonging to the Company that are made available to the Client for its use under this Agreement. Employees and staff of the Client may only use this information in connection with the work they do for the Client. The Client agrees to take all reasonable steps necessary to safeguard the confidentiality of these techniques and ideas. The Client grants to the Company the right to use the statistical results of any sales campaign or activities planned and executed during the term of this Agreement.

15.6   OWNERSHIP OF WRITTEN WORK. All written work products produced by the Company pursuant to this Agreement shall become property of the Client, except for analytical survey protocols and predictive models which, even though non-proprietary and distributed to the Client for its use, shall remain the property of and under copyright to the Company, its agents, or contractors. Raw survey data and interview notes are property of the Company.

15.7   CLIENT DUTY TO COOPERATE. To enable the Company to furnish the consulting services called for under this Agreement, the Client agrees to provide the Company with the services and documentation described in the Product Description(s).

15.8   GUARANTEES. The Company does not guarantee achieving any revenue goals or projections, nor does it guarantee achieving any specific performance objectives either set forth by the Client or made by the Company during bidding, planning or managing the sales campaign, or work covered under the terms of the Statement of Work.

15.9   NON-SOLICITATION AGREEMENT. During the term of this Agreement and for a period of eighteen (18) months thereafter, the Client shall not solicit to employ, employ, or enter into any contracts for the services of the Company's personnel who have provided Consulting Services under this Agreement, directly or through a third party, or knowingly enter into any related discussions, without having obtained the Company's written approval. The Client acknowledges the Company may make such approval conditional upon Client paying it one hundred fifty percent (150%) of the individual's annual salary for the first year as compensation as agreed upon reasonable compensation to the Company for the loss of services and costs to recruit and replace such personnel.