comScore Hybrid Measurement Agreement

This Hybrid Measurement Agreement sets out the terms and conditions between comScore, Inc. and the legal entity (the "Partner") intending to become a part of the Hybrid Measurement system (the "Service"). BY CLICKING ON THE "I ACCEPT" BUTTON BELOW, YOU ARE AGREEING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS LISTED BELOW (the "Agreement").

Terms and Conditions

1. Partner Services. Partner hereby agrees to the following:

- to beacon its entire site in accordance with the comScore beaconing specifications requirements, as provided to Partner by comScore, including the ongoing responsibility to add beacons to new pages within the site as those new pages are created;

- to participate in a Validation Period for up to 60 days wherein the parties shall work together to confirm the comprehensive nature of the measurement process;

- following the Validation Period, to have Partner's beaconing data released as part of the syndicated comScore MediaMetrix reports;

to allow ScorecardResearch to drop or update its cookies in response to the beacon call, with the understanding that the Scorecard Research cookie shall only be allowed to collect anonymous traffic data;
to include a notice that your web sites use cookies that collect anonymous traffic data, and that these cookies may be placed by you or by a third-party who provides services to you; and

- once the beaconing data has been published as part of the syndicated comScore MediaMetrix reports, in the event that Partner ceases performance of the measurement process, Partner agrees that comScore shall revert to publishing the panel-only number, and will make a notation to that affect in the MediaMetrix interface.

2. comScore Services. comScore shall provide the following:

- access to Partner specific beacon reporting (the "Reports") available through direct.comscore.com; and - following the Validation Period, comScore shall incorporate data derived from Partner's beacon data into comScore's syndicated hybrid panel-centric measurement reports, subject to comScore minimum reporting standards.

3. License.

a. Any code provided to Partner by comScore as part of the Service shall remain the exclusive property of comScore. Partner is granted a limited, revocable, non-exclusive, non-sublicensable license to install, copy and use such code solely for the purposes of the Service as described herein.

b. For any Reports provided hereunder, comScore grants Partner a non-exclusive, non-assignable and nontransferable license to use the Reports for Partner's internal business purposes subject to the restrictions set forth in this section. Partner may (i) provide the Reports to a third party agent for use in connection with Partner's internal business purpose; and (ii) publicly disclose limited excerpts from the Reports *provided* that all use by Partner conforms to the usage guidelines as set forth at www.comscore.com/press/datapolicy.asp. Partner may not sell, resell, license or transfer for value the Reports; publicly disclose or publish any Report in its entirety, or the substantial equivalent of same; reverse engineer or attempt to reverse engineer the Reports or any comScore system or derive or attempt to derive any personally identifiable information from the data contained in the Reports or allow a third party to do any of the above; or, unless responding to a subpoena, introduce the Reports or derivatives thereof as part of an investigation or court proceeding.

c. The Reports and the data contained therein (including, without limitation, data derived from any comScore panel or beacons implemented to provide traffic information to comScore) are owned by or licensed to comScore; except for the license set forth above, no transfer is made of any intellectual property right associated with the Reports (including but not limited to: copyright, trademark, patent, business method and process rights, and database rights). Partner is

responsible for ensuring that all use of the Reports complies with this license and for seeking advance written permission from comScore for any uses not expressly authorized.

4. **Passwords**. comScore may issue passwords allowing Partner access to certain Reports. Partner agrees to hold all passwords and related access information in strict confidence. Passwords may be distributed to authorized employees only, for their individual use in support of Partner's internal business purpose. comScore reserves the right to require that Partner change passwords at any time, for security or related reasons, with 24-hour notice to Partner. No password may be transferred or shared without comScore approval.

5. **Confidentiality**. Each party agrees to take commercially reasonable precautions to protect from disclosure the Confidential Information that it receives from the other. "Confidential Information" shall mean information that is disclosed in a manner that would reasonably suggest that the information is confidential, including without limitation unpublished information regarding comScore's methodology, but does not include any information that: (i) is, or later rightfully becomes, available to the public; (ii) was in the recipient's rightful possession prior to receipt of the information from the discloser; (iii) is later disclosed to the recipient by a third party who has no obligation of confidentiality; or (iv) is independently developed by the recipient without the use or benefit of the Confidential Information. A party may disclose Confidential Information to the limited extent required by applicable law, regulation or court order, including without limitation, disclosures or filings with regulatory agencies, such as the United States Securities and Exchange Commission, or required to comply with the rules of a national securities exchange or automated quotations systems such as the National Association of Securities Dealer's Automated Quotations (NASDAQ). comScore may identify Partner as its customer, however all other details of this Agreement will remain confidential unless otherwise agreed in writing by the parties.

6. **Privacy**. You agree to post and abide by an appropriate privacy policy that complies with all applicable laws relating to the collection of information from visitors to your web sites. Your privacy policy shall include notice that your web sites use cookies that collect anonymous traffic data, and that these cookies may be placed by you or by a third-party who provides services to you. You further agree not to use the Service for any purpose not intended, including (1) the tracking or collecting of personally identifiable information or (2) the association of any data collected through the service to any particular user of your web sites.

7. **Term and Termination**. The term of this Agreement shall be for one year, and shall auto-renew for additional one-year periods unless either party provides written notice to the other of its intent not to renew. Either party to the Agreement may terminate this Agreement at any time and for any reason. However, the parties enter in to this agreement with the understanding that each will expend efforts to create the framework for the hybrid measurement process. Upon termination or expiration, Partner agrees to remove all beaconing code associated with this Service, and comScore shall cease publishing Partner beaconing data as part of the syndicated comScore MediaMetrix reports and shall cease providing access to Partner's Reports and return to publishing the panel-only number.

8. **Intellectual Property**. comScore shall retain all rights to use data collected through the Service and through any cookies that are placed pursuant to this service.

9. Representations and Warranties.

a. Each party warrants that (i) it has the full power and authority to enter into this Agreement and to perform the obligations contained in this Agreement; and (ii) that its entry into, and performance under this Agreement, will not violate any law, statute or regulation or result in a breach of any material agreement or understanding to which it is bound.

b. comScore warrants that it will prepare the Reports using professional care and skill, and will endeavor to correct material defects reported by the Partner. comScore further warrants that the Reports: (i) are the property of or licensed to comScore and are free from claims or encumbrances as to ownership and title; and (ii) will not infringe the intellectual property or privacy rights of any third party. IN ALL OTHER ASPECTS THE REPORTS AND ANY CODE PROVIDED PURSUANT TO THE SERVICES ARE PROVIDED TO PARTNER "AS IS" WITHOUT WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF WHETHER COMSCORE WAS ADVISED OF PARTNER'S INTENDED APPLICATION.

10. Limitation of Liability. Except for comScore's confidentiality obligation, regardless of the legal theory or claim being brought, Partner agrees that its sole and exclusive remedy against comScore, its affiliates and licensors will be limited to replacement of the portion of the Report containing a material defect. UNDER NO CIRCUMSTANCE WILL EITHER PARTY, ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY OF THE FOLLOWING: (I) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR (II) LOST PROFITS, LOST REVENUES, LOSS OF BUSINESS ADVANTAGE OR RELATED HARMS, EVEN IF THE OTHER PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. PARTNER EXPRESSLY AGREES THAT THIS LIMITED REMEDY IS REASONABLE AND APPLICABLE TO IT EVEN IF THE SYSTEM FAILS IN ITS ESSENTIAL PURPOSE TO PARTNER.

11. **Indemnification**. Partner agrees, at its own expense, to indemnify, hold harmless and at comScore's option, defend comScore (including its affiliates, licensors, officers, directors, employees, agents, and representatives) from and against any third party claims relating to losses, claims, damages, liabilities, judgments, settlements or costs and expenses, (including reasonable attorneys' fees) associated with, or resulting from, Partner's material breach of the Agreement (including representations and warranties).

12. **Modifications**. Non-material changes to the terms and conditions contained in this Agreement may be made by comScore at any time. comScore shall post any changes to these terms at http://direct.comscore.com/docs/comScoreHybridMeasurementAgreement.pdf, and Partner agrees to check this site periodically for any changes that may have occurred.

13. **Force Majeure**. Each party will be excused from performing obligations contained in this Agreement while such performance is prevented by an act of God, fire, flood, earthquake, transportation disruption, war, insurrection, labor dispute, or any other occurrence beyond the reasonable control of that party.

14. **Survival**. All terms and provisions under this Agreement that should by their nature survive the termination of this Agreement will so survive, including but not limited to the Sections 3 through 5 and 8 through 11 of this Agreement.

15. Independent Contractor. For the purposes of this Agreement, the parties will at all times be independent contractors with no right to bind or obligate the other in any manner whatsoever.

16. **Assignment**. Neither party may assign its rights or obligations under this Agreement without the prior written permission of the other. Notwithstanding the foregoing, no prior permission is required in the event that a party participates in a merger or consolidation or is the subject of a purchase of all, or substantially all, of its assets or capital stock, when such assignment provides each party with substantially the same services and commercial benefits as provided by the original parties under this Agreement, and is not made in whole or in part to a direct competitor of the non-assigning party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

17. **Notices**. All notices will be made in writing and given by personal delivery, overnight courier, facsimile, email or other means of transmission or by certified or registered mail to the primary contacts listed below.

18. General.

a. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of the Agreement will remain in full force and effect.

b. This Agreement will be governed by the laws of the Commonwealth of Virginia without regard to conflict of law principles thereof.

c. This Agreement constitutes the entire agreement between the parties relating to the subject matter contained in the Agreement, and supersedes all prior agreements, proposals, service orders, understandings, representations or other communications and may only be amended by mutual written agreement.

d. The section headings of this Agreement are for convenience only and will neither be considered a part of, nor affect the construction or interpretation of, any provision of this Agreement.