

## Turnkey Portal Terms of Use (“Terms”)

Revised and effective as of October 15, 2013

Please read these Terms carefully. By clicking "I Agree" below, you are agreeing to these Terms. These Terms include, among other things:

- **our obligations to you;**
- **your obligations as a user of the Turnkey Portal;**
- **the ways in which we may send you notices and disclosures; and**
- **limitations on our liability to you.**

In this Agreement, the words:

- "We," "us," "our" and "TI" means Turnkey Intelligence, LLC.
- "You", "your", "Client", or "User" means You, the end user, or your other Authorized Users of the Turnkey Portal and Turnkey Intel Products.
- "Authorized User" means a person with the authority to activate, access, grant access to another person, and/or maintain any Turnkey Intel Product account(s).
- "Turnkey Portal" means TI's online portal through which you may access certain features of each of the Turnkey Intel Products and services which you have purchased or licensed.
- "Turnkey Intel Products" means TI's Surveyor Do-It-Yourself survey platform, TI's Research Network program or other subscription based online survey research projects, as may be updated at TI's sole discretion from time to time, and TI's Prospector platform including data services that you can access via the Turnkey Portal.
- "Turnkey Website" refers to all TI online services websites and all other web pages maintained by us and accessible through turnkeyintel.com or turnkeyse.com. It also includes any other website or web pages you can access only after you, or a person for whom you are acting as an Authorized User, enter into this Agreement as a condition to accessing the website. It does not include any website that has its own separate agreement governing online access.

Subject to the terms and conditions of this Agreement, you may use the Turnkey Portal to access each Turnkey Intel Product and perform authorized transactions. Turnkey Intel Products and related services available through the Turnkey Portal may change from time to time, at our sole option. We may occasionally introduce new features to the Turnkey Portal or eliminate features. When this happens, we will notify you accordingly on the Turnkey Website. In addition to these Terms, you may have a separate agreement for each Turnkey Intel Product and those agreements will continue to apply to each applicable Turnkey Intel Product. If these Terms conflict with another agreement, or another agreement has terms that are not addressed in these Terms, then the other agreement will control and take precedence, unless these Terms specifically states otherwise. The other agreement will only control with respect to the Turnkey Intel Product what it is associated with, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions regarding online services or features that appear in another agreement covering each Turnkey Intel Product, but not in these Terms, may apply. You may not: reverse engineer, decompile, disassemble or work around technical limitations in the Turnkey Portal, except where applicable law permits it despite this limitation; rent, lease, lend, resell, transfer, or sublicense the Turnkey Portal to or for third parties, except as explicitly permitted herein; use the Turnkey Portal for any purpose that is unlawful or prohibited by this agreement; use the Turnkey Portal in any manner that could damage, disable, overburden, or impair any TI service, or the network(s) connected to any Turnkey Intel Product or related service, or interfere with any other party's use and enjoyment of any Turnkey Intel Product or related services. We may make changes to the Turnkey Portal from time to time, including: the availability of features; how long, how much or how often any given feature may be used; and feature dependencies upon other services or software. We will provide you with prior notice before removing any material feature or functionality unless security, legal or system performance considerations require an expedited removal.

You agree that you are: 1) solely responsible for acquiring and maintaining a computer or any other electronic device and equipment that can handle and access to the Turnkey Portal; and 2) responsible for all costs you incur associated with accessing the Turnkey Portal and your Turnkey Intel Products.

You agree that each of your Authorized Users will be acting as your agent and will be bound by this Agreement and any separate agreement governing the Turnkey Intel Products. All Authorized Users shall have access the Turnkey Portal. You agree that you will be responsible for all activities that occur under or through your user account(s) for your Turnkey Intel Products, whether or not expressly authorized by you. Please refer to the specific agreements for your Turnkey Intel Products for more details regarding Turnkey Intel Product access.

Subject to the terms of this Agreement, you will generally be able to access the Turnkey Intel Portal through the Turnkey Website seven (7) days a week, twenty-four (24) hours a day. At certain times, the Turnkey Intel Portal may not be available due to system maintenance or circumstances beyond our control.

If you violate any terms of this Agreement or any other agreement you have with us (including the failure to pay fees under any applicable Turnkey Intel Product agreement), you agree that we may suspend or terminate your access to the Turnkey Portal.

You will use a username and a password, and/or such other security and authentication techniques as we may require from time to time, to access Turnkey Intel Products through the Turnkey Portal. We may, in our sole discretion, set standards for your username and password.

THE TURNKEY PORTAL IS PROVIDED TO YOU "AS IS", "AS AVAILABLE", AND WITH ALL FAULTS. TI DOES NOT MAKE ANY, AND HEREBY SPECIFICALLY DISCLAIMS ANY, REPRESENTATIONS, ENDORSEMENTS, GUARANTIES, OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. TI does not warrant that use of the Turnkey Portal will be uninterrupted, virus free or error free. You acknowledge that TI does not and cannot guarantee that your computer environment will be free from unauthorized intrusion or otherwise guarantee the privacy of your information.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, TI AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS AND AGENTS (THE "TI PARTIES") SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED IN CONNECTION WITH THE USE OF THE TURNEY PORTAL, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA OR USE ("EXCLUDED DAMAGES"), EVEN IF ANY PARTY WAS ADVISED OF THE POSSIBILITY OF ANY EXCLUDED DAMAGES OR ANY EXCLUDED DAMAGES WERE FORESEEABLE. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL TI'S AGGREGATE LIABILITY EXCEED AMOUNTS SET FORTH IN YOUR TURNKEY INTEL PRODUCT AGREEMENT.

Except as otherwise required by law, we may in our sole discretion change these Terms from time to time and at any time. When changes are made we will update these Terms on the Turnkey Website. The Turnkey Website will be updated at least sixty (60) before the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. By continuing to use the Turnkey Portal after we send you notice of any change, you agree to the change. Except as otherwise required by law, any change to these Terms applies only to transactions that occur, or claims that arise, after the amendment becomes effective.

This Agreement will be in effect from the date you first login and access the Turnkey Portal. In the event that your right to access and use the Turnkey Portal is terminated, your obligations or our rights arising under this Agreement before such termination will not terminate, nor will your obligations or our rights arising under the agreements you have with us regarding your Turnkey Intel Products.

These Terms are governed by, and shall be interpreted according to, the laws of the State of New York, without regard to conflict-of-law rules. In any legal action or claim regarding the Turnkey Portal, the prevailing party will be entitled to recover costs and reasonable attorney fees.

Neither party shall assign, delegate, sublicense, or transfer any of its obligations, responsibilities, rights or interests under these Terms without the written consent of the other party, except to (a) a successor in a merger or a sale of all or substantially all of such party's capital stock, assets or business to which this License relates or (b) solely with respect to TI, a majority owned subsidiary of TI or an affiliate under the same common control as TI. Any assignment, delegation, sublicensing or transfer by either party in violation of this subsection shall be void and without force or effect.