



**HARRIS INTERACTIVE INC.
SERVICE BUREAU CLIENT SALE TERMS**

Proposal Terms:

Harris Interactive Inc. ("Harris") makes the attached confidential proposal (the "Proposal") to the client set forth below ("Client"). If the Proposal is not accepted by Client on or before 30 days of proposal date, the Proposal shall terminate. Client shall not divulge the Proposal to any third party without the prior written consent of Harris. This Proposal shall be deemed accepted only when both parties have signed these Client Sale Terms with the attached Terms of Agreement.

Price: \$ _____

The quoted price is an estimate. All prices are quoted at +/- 10% and are based on the number of completed interviews, incidence, survey length and complexity specified. If the specifications change the price will be revised accordingly. Client will pay Harris actual charges as incurred. Harris will endeavor to advise Client promptly of projected material changes in estimated charges, but Client will be responsible for actual charges.

Payment Terms:

Project Price	Invoice Terms	Notes
___ \$10,000 or less	Full study price invoiced upon commencement of study	Signed Agreement and/or PO required before fielding study
___ \$10,001-\$30,000	50% of study price + incentives invoiced upon commissioning; remaining 50% invoiced upon delivery of data.	Signed Agreement and/or PO required before fielding study
___ \$30,001+	40% of study price + incentives invoiced upon commissioning; 40% at start of field; remaining 20% invoiced upon delivery of data.	Signed Agreement and/or PO required before fielding study.
[] (Other Special Terms) _____		Needs approval from HI finance

Invoice Terms: Net 45 Date of Invoice

Interest will be due on all past due invoices at the rate of 1.5% per month or such lesser rate as is permitted by applicable law.

Proposal and Terms of Agreement:

The Proposal and Terms of Agreement attached to these Client Sales Terms are incorporated herein and made part of these Client Sales Terms.

Accepted and Agreed:

HARRIS INTERACTIVE INC.

CLIENT: _____

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

TERMS OF AGREEMENT

The client specified in the Client Sales Terms (“*Client*”) and Harris Interactive Inc. (“*Harris*”) agree to be bound by the following terms and conditions (these “*Terms of Agreement*”, which, together with the Client Sales Terms and any other agreements incorporated therein, this “*Agreement*”).

1.0 HARRIS OBLIGATIONS

1.1 Harris shall perform the market research project (the “*Project*”) as described in the Client Sales Terms.

1.2 Harris shall provide Client with the deliverables (the “*Deliverables*”) and the support services, if any, specified in the Client Sales Terms.

1.3 In the event that specifications for the Project (including, without limitation, questionnaire length and incidence rate) are changed, Harris reserves the right to change the price shown in the Client Sales Terms. Harris will notify Client of cost implications of changed specifications, and if Client chooses to proceed with the changes, an amendment to this Agreement shall be signed by the parties hereto, and Client shall be responsible for payment of the revised price.

1.4 Client acknowledges that research by its nature may involve unforeseen circumstances or delays. Harris will use all commercially practical efforts to achieve the delivery dates shown in the Client Sales Terms and to notify Client of delays, but shall not be liable for any such unforeseen circumstances or delays beyond its reasonable control.

1.5 Harris will maintain a copy of the final Deliverables and underlying Project materials for a minimum of three (3) months following delivery of the final Deliverables to Client. Client may request that Harris maintain the final Deliverables and underlying Project materials for an extended period of time and, if Harris agrees to do so, will pay any expenses of Harris in connection with the same.

1.6 Harris adheres to the current Code of Standards and Ethics for Survey Research of the Council of American Survey Research Organizations (“*CASRO*”) and the Code of the National Council on Public Polls. All services performed pursuant to this Agreement shall be rendered in accordance with all generally accepted professional standards and practices applicable to Harris’ industry, including, without limitation, the CASRO Code of Standards and Ethics for Survey Research.

1.7 Harris will use commercially reasonable efforts to meet the actual quota distribution as specified in the Client Sales Terms, but does not guarantee that precise distributions will be met as variations occur when conducting research over the Internet due to the self-selecting nature of survey participants from the sample population. Harris will not be held liable or penalized for failing to meet precise quota distributions.

1.8 Harris will take necessary steps to ensure that the survey instrument meets Harris’ standard of quality. In the event that Harris determines that the survey instrument does not meet Harris’ standard of quality, Harris shall notify the Client and provide the Client with proposed modifications to the survey instrument (the “*Proposed Modifications*”). If the Client does not consent to the Proposed Modifications, Harris may in its sole discretion refuse to perform the Project; provided, however, that if Harris agrees to perform the Project without implementing the Proposed Modifications due to the Client’s refusal to consent to the same, Harris shall not be responsible for the quality of the data contained in the Deliverables.

2.0 CLIENT OBLIGATIONS

2.1 Client shall pay Harris the full amount for the Project according to this Agreement. Quoted prices do not include travel and other out-of-pocket costs authorized by Client, which shall be reimbursed by Client within forty-five (45) days of the date of an invoice itemizing such costs and any supporting documentation.

2.2 In the event that Harris or any of its employees, agents or subcontractors is served with or becomes subject to a subpoena, order, deposition, interrogatory, investigative demand or other legal process in a legal, administrative or governmental proceeding to which Harris is not a party seeking disclosure of any materials or information related to the goods, services, information or Deliverables that Harris renders or delivers to Client hereunder, then Client shall bear and/or reimburse Harris for all costs and expenses, including, but not limited to, reasonable attorney’s fees, staff time and costs incurred related to Harris’ response, compliance with or resistance thereto, except to the extent directly caused by the gross negligence, willful misconduct or breach of this Agreement by Harris.

3.0 REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other party that: (i) it has and will maintain all rights, licenses, permits and consents necessary to comply with this Agreement, and perform its obligations hereunder, and that it will comply with all applicable laws and regulations in performing such obligations; (ii) the terms of this Agreement do not violate and will not cause a breach of the terms of any other agreement or, to such party’s knowledge, any applicable law, decree or regulations, to which it is a party or by which it is subject or bound; (iii) it is, and at all times during the term of this Agreement shall remain, an entity duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (iv) the execution and delivery of this Agreement has been duly authorized by all requisite corporate action; and (v) this Agreement is, and shall remain, a valid and binding obligation of such party, enforceable in accordance with its terms, as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors’ rights generally.

4.0 CONFIDENTIAL INFORMATION

4.1 “*Confidential Information*” means the non-public information of a party (the “*Disclosing Party*”) that the other party (the “*Receiving Party*”) has access to in connection with this Agreement, including, but not limited to, (i) the Deliverables, (ii) all information, data, and other materials provided by Client to Harris hereunder (the “*Client Materials*”), (iii) the Harris Property (as defined below), (iv) the personally individual information of survey participants, and (v) any other material or information that is either marked as confidential or is disclosed under circumstances that one would reasonably expect it to be confidential whether in tangible or intangible form, and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically, or in writing. Confidential Information shall not include any material or information that the Receiving Party can demonstrate: (a) is or becomes publicly known through no act or fault of the Receiving Party; (b) is developed independently by the Receiving Party without access to or knowledge of the Disclosing Party’s Confidential Information; (c) is known by the Receiving Party when disclosed by the Disclosing Party if the Receiving Party does not then have a duty to maintain its confidentiality; or (d) is rightfully obtained by the Receiving Party from a third party not obligated to preserve its confidentiality.

4.2 The Receiving Party agrees to secure and protect the Disclosing Party's Confidential Information using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information of a similar nature or importance, but in no event use less than reasonable care.

4.3 The Receiving Party shall not divulge, publish, loan, reproduce, give, sell, or permit to be divulged, published, loaned, reproduced, given, or sold, in whole or in part, the Disclosing Party's Confidential Information, except as necessary to perform its obligations hereunder or as otherwise permitted herein; provided, however, that the Receiving Party may disclose the Disclosing Party's Confidential Information as required to comply with a subpoena, court order, or government authority, under the condition that the Receiving Party (i) gives the Disclosing Party prior written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy, (ii) discloses only such information as is required by such subpoena, court order, or government authority, and (iii) uses reasonable efforts to obtain confidential treatment for any information so disclosed, at the Disclosing Party's expense.

4.4 Notwithstanding the foregoing, Client acknowledges and agrees that if the Project involves concept testing, Harris may need to disclose or describe Confidential Information of the Client, including, without limitation, new concepts, products, services or designs, to survey participants ("*Concepts*"). Further, Client agrees to indemnify and hold harmless Harris, its employees, affiliates, officers, directors and agents from and against any and all loss, claim or liability, including, without limitation, reasonable attorneys' fees and costs, that may arise in connection with the exposure to, or use of, the Concepts by survey participants.

4.5 Harris shall not be required to disclose to Client the identity of survey participants or any identifiable information related to survey participants, except in specifically-described research situations, such as validation or modeling, permitted by and in accordance with the CASRO Code of Standards and Ethics for Survey Research. Client agrees to maintain the confidentiality of the identity of any survey participants and any identifiable information related to survey participants disclosed to it.

4.6 Client shall only disclose to Harris personally identifiable information about its customers, employees or other individuals as necessary for Harris to perform its obligations hereunder and in conformance with (i) any statement or policy that Client provides to such data subjects concerning the use and disclosure of their personally identifiable information and (ii) applicable law.

4.7 Should Client provide Harris with respondent contact information for survey purposes, Client shall permit Harris to reference Client's name in the introductory paragraph to the survey that is viewed by all respondents, unless it is determined in Harris' sole discretion that such reference would bias the survey results.

4.8 The parties acknowledge that any breach of the confidentiality requirements contained within this Section 4 may cause the non-breaching party irreparable injury for which it may not have an adequate remedy at law. Upon the occurrence of any actual or threatened breach of this Section 4, the non-breaching party shall be entitled to seek injunctive relief, in addition to exercising all other available remedies, whether equitable, legal, or provided hereunder, without the necessity of posting bond or other security.

5.0 INTELLECTUAL PROPERTY RIGHTS

5.1 The Client Materials, the data collected from survey participants after the qualification process is completed, and the Deliverables shall be the property of Client (collectively, "*Client Property*").

5.2 Notwithstanding Section 5.1, Harris' (i) tools, designs, techniques, know-how, methodologies and algorithms used in its market and public opinion survey research business, including its methods of collecting, assembling, compiling, describing, interpreting, and evaluating the information contained in the Deliverables, (ii) concepts, inventions, software (including source code), models, systems, prototypes, sampling methods, research designs, methods of process or questioning, systems of analysis, tabulating cards, computer tapes and programs, disks and any other data record formats, information and materials, whether or not patentable or copyrightable, used by Harris in connection with this Agreement, (iii) survey questions, including propensity score weighting questions, and questionnaire forms (unless provided by Client), and (iv) demographic data relating to survey participants (unless provided by Client) (collectively, "*Harris Property*"), shall not be considered Client Property and shall at all times remain the exclusive property of Harris. Harris hereby grants to Client a non-exclusive right and license to use, and, in connection with such use, to copy and distribute internally, any Harris Property as included in the Deliverables; provided, however, that Client may not reverse engineer the Harris Property or modify or reuse the Harris Property outside of the Deliverables.

6.0 DISCLOSURE OF DELIVERABLES

6.1 Client agrees to inform Harris prior to the commencement of the Project whether the data contained in the Deliverables, in whole or in part, may be disclosed publicly in order for Harris to ensure that the design and methodology avoid bias, are fair, balanced and sufficiently comprehensive, and are otherwise appropriate for a public release study.

6.2 Client may provide the Deliverables to its consultants, clients and other third parties (collectively, "*Third Parties*") in the ordinary course of its business, but any public use of the Deliverables or the data contained therein by any Third Parties shall be subject to the terms of this Section 6 and Client shall remain responsible to Harris for any public or private use or disclosure by such Third Parties.

6.3 Client and/or any Third Parties may publicly disclose the data contained in the Deliverables in a press release, at a conference or through other means (a "*Public Disclosure*") so long as such data are not presented in a misleading or illegal manner, or in a manner which is likely to have an adverse affect on the reputation or goodwill of Harris. Client and/or any Third Parties may not, however, attribute the data to Harris or use or reference Harris' name, trademarks or logos in any Public Disclosure, including, without limitation, in an advertising, marketing or promotional claim, without the prior written consent of Harris, provided, that in the event that Harris consents to any such Public Disclosure, Client and/or the applicable Third Party will be required to include a disclaimer in such Public Disclosure that contains (i) a statement that the Harris Interactive Service Bureau (HISB) was solely responsible for the data collection for the applicable study and (ii) a statement that Client was responsible for all survey design, data weighting, data analysis and reporting for the applicable study.

6.4 Notwithstanding Section 6.3, Client and/or any Third Parties may not, unless legally compelled, disclose the Deliverables or the data contained therein in any legal, administrative or governmental proceeding without the prior written consent of Harris.

6.5 Client shall indemnify and hold harmless Harris and its affiliates, and their respective employees, officers, directors and agents from and against any and all loss, claim or liability, including, without limitation, reasonable attorneys' fees and costs, that may arise in connection with (i) Client's disclosure of the Deliverables or the data contained therein to any Third Party, (ii) any public disclosure of the Deliverables or the data contained therein by Client or by any Third Party, and (iii) any breach or violation of this Section 6, except to the extent

that such loss, claim or liability arises from Harris' gross negligence, willful misconduct or breach of this Agreement.

7.0 DISCLAIMER; LIMITATION OF LIABILITY

7.1 EXCEPT AS SET FORTH HEREIN, HARRIS HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.2 Harris performs substantial amounts of testing and validation of its methodologies and approaches and will apply those professional standards to all aspects of the Project. Client recognizes that the Deliverables contain analysis and discussion of aggregate survey data and reflect attitudes and opinions of survey participants at the time the Project is conducted. Client recognizes that any conclusions or predictions set forth in the Deliverables are judgments, not measurements, based on that analysis and therefore cannot be guaranteed. Client acknowledges that its reliance on and use of the Deliverables, including, but not limited to, any decision, action or inaction, shall be at its sole risk.

7.3 Neither party shall be liable for any indirect, consequential, or incidental damages whatsoever (including, without limitation, those arising under a theory of warranty, contract or tort or for loss of business revenue, profits, business interruption, failure to realize savings, etc.) arising out of the use or inability to use the Deliverables, or otherwise, even if such party has been advised of the possibility of such damages. The liability of the parties hereunder shall be limited to the amount of the fees paid or payable under this Agreement. The above limitations of liability shall not apply to (a) claims arising under the provisions of this Agreement dealing with (i) Confidential Information, (ii) ownership of intellectual property, (iii) indemnification, and (iv) compliance with laws, or (b) a party's liability for death, personal injury or property damage caused by its negligence or willful misconduct.

8.0 TERM AND TERMINATION

8.1 This Agreement shall continue until the final Deliverables are delivered to Client, or is otherwise terminated in accordance with this Section 8. The provisions of this Agreement that by their nature should survive termination of this Agreement shall survive, including, without limitation, provisions relating to Confidential Information, ownership of intellectual property and limitation of liability.

8.2 A party shall have the right to terminate this Agreement in its entirety, effective immediately, at any time, if the other party fails to perform any material obligation or to cure a material breach hereof, subject to the breaching party receiving written notice of the breach and failing to cure such breach within thirty (30) days of receiving such notice, or, if the breach is such that it cannot be cured within thirty (30) days, the breaching party has not commenced in good faith to cure the breach within such thirty (30) day period.

8.3 Unless this Agreement is terminated by Client pursuant to Section 8.2, upon termination of this Agreement, Client shall pay for services provided and Harris' fees and costs incurred up to the point of termination, and, if Harris is unable to terminate any contract or other obligation directly attributable to services contracted to be performed for or on behalf of Client and entered into on the basis of the continued performance of this Agreement, then Client also shall reimburse Harris for the reasonable costs related to such contract or other obligation, whether such amount is a fee for services or a termination fee.

9.0 NO RESTRICTION

Subject to Harris' confidentiality obligations, this Agreement shall not operate to prohibit Harris from furnishing to any other person or entity any type of information, data, service and/or deliverables similar or related to that which is furnished by Harris to Client hereunder.

10.0 NO JOINT VENTURE; NO ASSIGNMENT

Harris and Client are independent contractors, are not authorized to act on behalf of each other, and neither party shall represent to any third party that it is the agent or representative of the other. No joint venture or partnership is created by this Agreement. This Agreement is personal in nature and may not be assigned by either party without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, however, either party will have the right to assign this Agreement without the prior written consent of the other party in the event of a transfer to an affiliate or by operation of law in connection with a change in control. Subject to the foregoing limitations upon assignability, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11.0 TAXES

All net charges under this Agreement shall be increased to the extent of any sales, use or other applicable tax of any governmental authority now or hereafter levied or required to be collected by Harris (other than taxes based on Harris' income). In the event Client does not remit payment for properly invoiced taxes when due, Client shall be responsible for any assessed interest or penalties for delinquent payment.

12.0 GOVERNING LAW; VENUE

This Agreement shall be construed in accordance with the laws of the State of New York without reference to principles of conflicts of laws. With respect to all matters related to this Agreement, the parties consent to exclusive jurisdiction in the courts of the State of New York. The parties hereby waive any claim that such courts are an improper or inconvenient forum.

13.0 MISCELLANEOUS

No failure or delay on the part of either party in exercising any right, power or privilege hereunder and no course of dealing between the parties shall operate as a waiver of any right, power or privilege hereunder. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. No notice to or demand on any party in any case shall entitle such party to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of any party to any other or further action in any circumstances without notice or demand. No waiver shall be effective unless in writing signed by the party waiving its rights hereunder. This Agreement constitutes the full and complete understanding of the parties hereto with respect to the subject matter described herein, and supersedes all prior and contemporaneous written or oral agreements concerning the same. In the event of any conflict or inconsistency between this Agreement and any exhibit, attachment or acceptance relating to the Project, this Agreement will take precedence. The terms and conditions of this Agreement shall supersede the terms and conditions of any purchase orders or other documents issued by Client with respect to the Project. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.