

## AGREEMENT FOR HARRIS CONNECT LOCATOR

<b>ORGANIZATION INFORMATION</b>	
Organization Name:	
Mailing Address:	
Telephone Number:	
Organization Web Address:	

<b>SUBSCRIBER INFORMATION</b>	
Subscriber Name:	
Subscriber Title:	
Telephone Number:	
Fax Number:	
Email Address:	

<b>CREDIT CARD INFORMATION</b>	
Cardholder Name:	
Credit Card: (circle one):	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express
Credit Card Number:	
Expiration date (MM/YY):	
Credit Card Statement Address:	
Cardholder Telephone Number:	
Cardholder Email Address:	

By choosing to have the above credit card billed directly by Harris Connect, I hereby authorize Harris Connect to bill the credit card once per month (on or about the 25th day of each calendar month) for the charges incurred for use of Harris Connect Locator.

**DIRECT BILLING INFORMATION**

By submitting this direct billing application, I certify that I am authorized to apply for credit on behalf of the Organization named above. I further certify that the information being provided is true and accurate. I hereby grant permission to Harris Connect to verify the credit data relating to the credit information provided herein. (Invoices will be issued monthly; payment terms Net 10 days.)

<b>BILLING CONTACT INFORMATION</b>	
Contact Name:	
Billing Address:	
Purchase Order No. (if applicable):	
Contact Telephone Number:	
Contact Fax Number:	
Contact Email Address:	

**CURRENT FEE PER SEARCH:** \$0.25 (twenty-five cents)

The first twenty-five searches are at no charge.

**CERTIFICATION AS TO NON-PROFIT STATUS**

I hereby certify that the above named Organization is a non-profit entity.

501 (c) (3) Federal ID Number:

Alternatively, I certify that the above named Organization works on behalf of a non-profit entity.

**ORGANIZATION USE OF SERVICES**

Subscriber acknowledges, on behalf of the Organization, that this Agreement grants the Organization a limited license to use the Harris Connect Locator Services (the "Services"), and the information obtained through the Services, solely for the purposes set out in this Agreement in exchange for payment of the fees set forth herein. Without limiting anything in this Agreement, Subscriber warrants, on behalf of the Organization, that the Organization is the end user of the information obtained through the Services and that such information shall only be made available to authorized employees of the Organization solely for the limited purpose of locating lost constituents and updating the Organization's in-house database, creating a directory, organizing class or chapter reunions, conducting follow-up studies, and/or otherwise staying connected with constituent groups. Subscriber, on behalf of him/herself and the Organization, agrees to limit use and dissemination of information from the Services solely to use(s) set forth herein and acknowledges that information provided via the Services will be limited to name, address, and/or telephone number information. No information governed by the Gramm-Leach-Bliley Act (GLB) will be provided. Information obtained through the Services shall not be reproduced, retransmitted, republished or otherwise transferred for commercial purpose by the Organization or the Subscriber. Prohibited uses of the Services include, without limitation, accessing or using information on public figures, including names in the news, media personalities, politicians, etc., unless used for the completion of a business transaction.

## TERMS AND CONDITIONS

1. **Term of Agreement:** This Agreement shall remain in effect for the period of time during which Harris Connect is providing the Services to the Organization. The fee per search denoted above is subject to change, as noted in Article 10 below.
2. **Restricted License:** Harris Connect and its licensors and third party data owners (collectively "Data Owners") hereby grant to the Organization a world-wide, paid-up, non-transferable, royalty-free restricted license, without the right to sublicense, to use the Services solely in accordance with the Organization Use of Services described above and in Article 5 below. Subscriber will limit his/her use accordingly and will take appropriate measures to protect against the misuse of information provided via the Services. Under no circumstances may Organization provide the information obtained through the Services to any third party in any form without the express written consent of Harris Connect, except that Organization will be entitled to use the information obtained through the Services that it has independently verified without restriction.
3. **Control of Organization I.D., User Name(s) and Password(s):** Acceptance of this Agreement by Harris Connect will occur upon issuance to Subscriber of an organization I.D., which will be unique to the Organization named above. Additionally, Subscriber will be issued unique user name(s) and password(s). If Subscriber wishes to issue multiple user names and passwords to authorized staff within the Organization, Subscriber will control such issuance and ensure that each staff member is in compliance with the terms and conditions of this Agreement.
4. **Constituent Inquiries:** Client shall be responsible for accepting and responding to any communication initiated by a constituent ("Constituent Inquiries") arising out of Organization's use of the information obtained through the Services. Organization agrees that it will provide "in house" suppression to constituents, upon request by a constituent, from future marketing initiatives by Organization and agrees to honor any such request by suppressing such constituent information from Organization's marketing solicitations. No reference to Harris Connect or the Data Owners in written or oral communication to a constituent or in scripts used by Organization in responding to Constituent Inquiries shall be made without Harris Connect and the Data Owner's prior written approval.
5. **Permitted Uses/Restrictions:** Organization may use the Information obtained through the Services provided pursuant to this Agreement, subject to the following:
  - The information obtained through the Services may be used for Organization's marketing programs to consumers and businesses, including house file enhancements, mailing list screens, modeling and list analysis.
  - Organization may not sell, lease, rent or, except as otherwise set forth in this Agreement, provide to any other party (i) the Information obtained through the Services or a derivative of the Information obtained through the Services, (ii) its own file, as enhanced with the Information obtained through the Services, or (iii) any direct marketing list, model, analysis, code or report utilizing or derived from the Information obtained through the Services.
  - Organization may not use the Information obtained through the Services as a factor in establishing an individual's creditworthiness or eligibility for (i) credit or insurance, or (ii) employment.
  - Organization shall not use any Information obtained through the Services to advertise, sell, or exchange any products or services relating to illegal or illicit activities, including, without limitation, sexual products or services, drug products or services, pornographic materials, weapons, or involving credit repair services.
  - All marketing communications used in connection with any list created by or for Organization derived from the Information obtained through the Services shall (i) be devoid of any reference to any selection criteria or presumed knowledge concerning the intended recipient of such solicitation, or the source of the recipient's name and address; (ii) comply with all applicable federal and state laws, rules and regulations; and (iii) comply with all applicable privacy policies, ethical use and Fair Information Practices published by the Direct Marketing Association ("DMA").
  - In the unlikely event that a contributor performs an audit due to the suspected misuse of Information obtained through the Services, Organization agrees to furnish Harris Connect, if requested of Harris Connect by Data Owner, two (2) copies of each mail piece and/or e-mail or telemarketing script using information derived from the Information obtained through the Services.
  - Organization may not use the Information obtained through the Services, in whole or in part, in the development of (i) any application that is outside the scope of this Agreement or (ii) any data products or services to be provided to third parties including, without limitation, any list enhancement or data appending service or product.

6. **Misuse of Services or Information:** Subscriber agrees to take appropriate measures so as to protect against the misuse of the Services and the information obtained through use of the Services. The Organization and Subscriber each agree that Harris Connect may, if it is concerned about use of the Services, temporarily suspend access thereto for up to ten (10) business days pending an investigation of use. The Organization and Subscriber each agree to cooperate fully with any and all investigations. If misuse is confirmed through investigation, Harris Connect may immediately terminate this Agreement.
7. **Change in Use or Access:** Harris Connect may, at any time, impose restrictions and/or prohibitions on and/or otherwise modify the use of the Services or certain data. The Organization and Subscriber each understand that such restrictions or changes in access may be the result of a modification in Harris Connect policy, a modification of third party agreements, a modification in industry standards, or a change in law or regulation. Upon written notification by Harris Connect of such restrictions, the Organization and Subscriber each agree to comply with such restrictions.
8. **Audit:** The Organization understands and agrees that, in order to ensure compliance with applicable law, the license granted herein, and Harris Connect policies, Harris Connect will conduct periodic reviews of activity related to use of the Services and may, on a random basis, contact Subscriber to provide documentation of executed searches, which Subscriber shall promptly provide. Except as required by law, Harris Connect agrees to maintain the confidentiality of all of Organization's procedures and processes disclosed during the audit. Harris Connect shall also have the right to investigate all reports of abuse or misuse of the Services. Without limiting anything in Paragraph 6 above, violations discovered in any review by Harris Connect will be subject to immediate action including, but not limited to, termination of the account, legal action, and/or referral to Federal or state regulatory agencies.
9. **Performance:** Harris Connect will use reasonable efforts to deliver the Services as requested by the Organization and/or Subscriber and to provide information gathered via its proprietary relationship with the Data Owners. The Organization and Subscriber each accept that all information obtained through the Services is provided "as is" and that Harris Connect and the Data Owners will have no liability for inaccurate or incomplete information. The sole and exclusive remedy under this Agreement for dissatisfaction with the Services will be cancellation of the Agreement.
10. **Fees:** For each response to a search request, including "no record found," the Organization agrees to pay Harris Connect the then prevailing charge, as listed above. The fee charged per search may be increased from time to time through on-line announcements and published price schedules. The Organization shall be responsible for payment of all fees for searches conducted using Subscriber's user name(s) and password(s). Payment by the Organization, if not charged to a credit card, will be due and payable ten (10) days from receipt of invoice. The Organization shall be responsible for payment of all collection costs and attorney's fees incurred by Harris Connect through its efforts to collect on balance(s) owed by the Organization. All remittances shall be sent to the "remit to" address on the invoice.
11. **Ownership:** Neither the Organization nor Subscriber shall reproduce, retransmit, republish or otherwise transfer for any commercial purposes the computer applications used in connection with the Services, nor shall either attempt to decompile such applications. The Organization and Subscriber each acknowledge that Harris Connect and its third party Data Owners shall retain all intellectual property rights related to the Services and the Organization acquires no intellectual property pursuant to this Agreement. The Organization and Subscriber shall use the database and such information consistent with such right, title and interest and notify Harris Connect of any threatened or actual infringement thereof.
12. **Termination Rights:** Harris Connect has the right to terminate access to the Services and/or this Agreement, at its sole discretion, for violation of the Terms of Use and/or for non-payment of fees by the due date.
13. **Assignment:** The license granted under this Agreement may not be assigned by the Organization without the prior written consent of Harris Connect. Harris Connect shall not assign its rights or obligations hereunder without the prior written consent of the Organization and any purported assignment without such prior written consent shall be null and void ab initio; provided, however, that no consent shall be required for assignment by Harris Connect, upon written notice to the Organization, to an affiliated corporation or other entity under common control with Harris Connect; or to a party acquiring all or substantially all of Harris Connect's assets as part of any sale or transfer of such assets, provided that such entity expressly assumes all of the Harris Connect's obligations under this Agreement.
14. **WARRANTY.** Harris Connect warrants that it owns and/or maintains the necessary licenses, rights, powers and third party vendor relationships to provide the Services. EXCEPT, AS EXPRESSLY SET OUT IN THIS PARAGRAPH, NEITHER HARRIS CONNECT NOR ANY THIRD PARTIES MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESSLY OR IMPLIEDLY, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO THE CORRECTNESS,

COMPLETENESS, CURRENTNESS OF THE SERVICES AND/OR THE INFORMATION PROVIDED THROUGH THE SERVICES; WARRANTIES OF MERCHANTABILITY AND/OR WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE. The Organization and Subscriber each represent and warrant that (i) s/he and it has all right and authority necessary to enter into and perform this Agreement; (ii) s/he and it owns all rights in and to materials provided to Harris Connect (i.e., the names of its constituents) for use in and in connection with the Services; and (iii) Harris Connect's use of such materials in and in connection with the Services will not violate the rights of any third party. HARRIS CONNECT DOES NOT REPRESENT OR WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED, OR ERROR FREE.

15. LIABILITY/WARRANTY. NEITHER HARRIS CONNECT NOR ITS THIRD PARTY PROVIDERS SHALL BE LIABLE TO THE ORGANIZATION AND/OR SUBSCRIBER OR TO ANY PERSON CLAIMING THROUGH THE ORGANIZATION AND/OR SUBSCRIBER OR TO WHOM THE ORGANIZATION AND/OR SUBSCRIBER MAY HAVE PROVIDED SERVICE-RELATED INFORMATION FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY HARRIS CONNECT'S OR THIRD PARTIES' NEGLIGENT ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING THE SERVICES OR IN OTHERWISE PERFORMING THIS AGREEMENT.

THE ORGANIZATION AND SUBSCRIBER EACH ACKNOWLEDGE THAT EVERY BUSINESS DECISION INVOLVES ASSUMPTION OF A RISK, AND THAT NEITHER HARRIS CONNECT NOR ANY THIRD PARTY UNDERWRITES THAT RISK IN ANY MANNER WHATSOEVER. IF, NOTWITHSTANDING ANYTHING IN THIS PARAGRAPH 15, LIABILITY CAN BE IMPOSED ON HARRIS CONNECT OR A THIRD PARTY, THEN THE ORGANIZATION AND SUBSCRIBER EACH AGREE THAT HARRIS CONNECT'S AND/OR THIRD PARTIES' AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF HARRIS CONNECT AND/OR THIRD PARTIES IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE COST OF THE SERVICE OR SERVICES TO WHICH A GIVEN CLAIM RELATES AND WHICH WAS CHARGED TO THE ORGANIZATION, AND THE ORGANIZATION AND SUBSCRIBER EACH COVENANT AND PROMISE THAT IT AND/OR S/HE WILL NOT SUE HARRIS CONNECT AND/OR THIRD PARTIES FOR AN AMOUNT GREATER THAN SUCH SUM EVEN IF HARRIS CONNECT AND/OR THIRD PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THAT IT AND/OR S/HE WILL NOT SEEK PUNITIVE DAMAGES IN ANY SUIT AGAINST HARRIS CONNECT AND/OR THIRD PARTIES, ALL IN CONSIDERATION OF THE RECEIPT OF THE SERVICES AT THE RATES CHARGED BY HARRIS CONNECT HEREUNDER, WHICH ARE FAR LOWER THAN WOULD BE AVAILABLE ABSENT THE WAIVERS AND DISCLAIMERS CONTAINED HEREIN. IN NO EVENT SHALL HARRIS CONNECT OR THIRD PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY THE ORGANIZATION AND/OR SUBSCRIBER FROM RECEIPT OR USE OF INFORMATION DELIVERED HEREUNDER, OR THE UNAVAILABILITY THEREOF.

16. Indemnification: The Organization and Subscriber each hereby agree to protect, indemnify, defend and hold harmless each of Harris Connect and its third party Data Owners from and against any and all costs, claims, demands, damages, losses and liabilities (including actual attorneys' fees) arising out of or resulting from Organization and/or Subscriber's misuse or unauthorized use of the information provided through the Services or Organization or Subscriber's request for Harris Connect or the Data Owner to investigate and assist Organization in responding to regulatory or other third party inquiries into Organization or Subscriber's use of the information provided through the Services or the Services Harris Connect or the Data Owner performs for Organization. Harris Connect shall give Organization prompt written notice of any claim of which it has knowledge, and shall provide Organization with the assistance, information and authority necessary to perform Organization's obligations under this Section.
17. Provisions hereof related to release of claims, indemnification, use of information and the Services, payment for the Services and disclaimer of warranties shall survive any termination of this Agreement.
18. Entire Agreement: This Agreement, as amended, sets forth the entire understanding and agreement between Harris Connect, on the one hand, and the Organization and Subscriber, on the other, regarding the subject matter herein and supersedes any prior or contemporaneous oral or written agreements or representations, except that access to and use of third party services may be governed by terms and conditions different than or in addition to those herein. By receipt of the Services, the Organization and Subscriber each agree to, and shall comply with, such different and/or additional terms of third parties and such changes to this Agreement as Harris Connect shall make from time to time by notice to Subscriber via on-line click wrap amendments or Subscriber bulletins. Any and all changes to this Agreement shall be

in writing and signed by Harris Connect and the Organization. This Agreement shall be interpreted in accordance with the laws of the State of New York.

19. Relationship of the Parties: Nothing contained in this Agreement shall be deemed to create or constitute a partnership, joint venture, or relationship of principal and agent between the parties.
20. Severability: In the event that, for any reason whatsoever, any clause or provision of this Agreement (or the application of such clause or provision to a particular set of circumstances) is held or declared to be invalid, illegal or unenforceable, such holding or declaration shall not in any way affect the validity or enforceability of any other clause or provision of this Agreement (or the application of such clause or provision to a different set of circumstances).

**Agreement Acceptance:**

The authorized signatory below, as Subscriber on behalf of its Organization, agrees to the Services outlined herein and accepts the Organization Use of Services and Terms and Conditions detailed above.

Name of Organization	
Authorized Signature:	
Name/Title:	
Date:	
Mailing Address:	
Fax:	
Email:	

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