

This University Program Agreement (“**Agreement**”) is made by and between NetBase Solutions, Inc., a Delaware corporation, (“**NetBase**”) with offices at 2087 Landings Drive, Mountain View, California 94043, and _____, a professor at _____ University (“**University**”), with an address at _____ (“**Sponsor**”).

RECITALS

A. NetBase has adopted a university program (the “**University Program**”) pursuant to which it makes available Insight Workbench accounts to selected professors and their researchers and students at selected universities for research and collaboration purposes.

B. Sponsor, as a professor at University, desires to collaborate with NetBase and obtain access to NetBase’s Insight Workbench accounts for Sponsor himself or herself, and for Sponsor’s students, teaching assistants (“**TAs**”) and research assistants (“**RAs**”) at the University for purposes of education, academic research and analysis.

C. NetBase desires to collaborate with Sponsor as part of building its netnography ecosystem, and desires to make Insight Workbench accounts available to Sponsor and its students, TAs and RAs at the University upon the terms and conditions of the NetBase User Agreement (“**NBU**”), available at: <https://insightworkbench.netbase.com/policies/useragreement.html>, which is incorporated herein by this reference, modified as set forth herein.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Definitions. The definitions in Section 1 of the NBU are modified to read as follows:

1.1 “Data” is English text data translated to indexed digital content.

1.2 “Named User” for purposes of the University Program means: Sponsor and any individual (1) who is a student attending Sponsor’s classes at the University, or a TA or RA of Sponsor at the University, and (2) who is authorized by Sponsor to use the Services, and (3) for whom a subscription to the Services has been obtained; and (4) who has been supplied a user identification and password by Sponsor. Such person will only qualify as a Named User for so long as such relationship with Sponsor and the University exists.

1.3 “Program Order Form” means the order form to obtain Services under the University Program in the form attached hereto as Exhibit A, which takes the place of the “Order Form” under the NBU.

1.4 “Results” means insight reports extracted from the Data by the Services.

1.5 “Services” means only the Web-based Insight Workbench database, which must be referred to in the Program Order Form issued hereunder, unless an additional database has been agreed to in writing by NetBase in accordance with Section 2.1.

1.6 “Topic” means a complex query definition which a Named User (including Sponsor) may create and save using the Services.

1.7 “You” means Sponsor.

2. PROGRAM SERVICES AND OBLIGATIONS OF SPONSOR. In addition to the provisions of Sections 2 and 3 of the NBU, the following applies:

2.1 Services; Access to Insight Workbench Accounts. Subject to the terms and conditions of this Agreement (including the NBU, as modified) and the Program Order Form, NetBase will make available to the Named Users the Services. Sponsor must submit a Program Order Form to order the Services for the subscription term. No Services will be provided without a completed Program Order Form from Sponsor. Each subscription term will end automatically at the end of the applicable academic year and, accordingly, all Insight Workbench accounts of Named Users will be automatically closed in June of each year. NetBase will make available the Services to the Named Users at no charge, except as expressly otherwise provided herein. Each Named User (other than Sponsor) must agree to individual terms (by Click-on agreement) before being granted access to the Services. The total number of Named Users is at the reasonable discretion of Sponsor. Sponsor may terminate an individual Named User’s access to the Services by notifying NetBase, which notice may be by email to support@netbase.com. During a subscription term, a Named User may do an unlimited number of searches but may only save five (5) Topics. Other NetBase databases may be added to the Services only in the sole discretion of NetBase and only upon the mutual written consent of both NetBase and Sponsor.

2.2 Use Restrictions. Sponsor agrees that the Named Users may use the Services and Results (i) only in the course of such Named User's relationship with the University, and (ii) only for education and research purposes, including, without limitation, class or group research projects, research papers and publications, academic papers and publications, and unpaid consulting projects. However, under no circumstance may any Named User use any Services or Results for any paid consulting project, paid commercial work or other commercial purpose without in each instance obtaining NetBase's prior written consent, which may be withheld in NetBase's sole discretion or conditioned as NetBase deems appropriate. Without limiting the foregoing, under no circumstances may any Named User use any Services, Results or related information in any manner in competition with NetBase.

2.3 Suggested Research Topics. Sponsor understands that NetBase may from time to time suggest research topics that it would like to see pursued and list the same on its website on the University Program page. Sponsor has no legal obligation to pursue any such topic, but may do so at its option. If Sponsor chooses to pursue such a topic, Sponsor must first contact NetBase and Sponsor must share the research results with NetBase.

2.4 Giving Credit and Limited Trademark License. Sponsor agrees that it will cause each paper or other publication that uses any Services or Results to give credit to NetBase in the following form, which must be in a conspicuous location in such paper or publication: *"based on data supplied by NetBase Solutions, Inc. (www.netbase.com)"*. NetBase may request at any time, in its discretion, that certain Results or Services not be attributed to NetBase, in which case, Sponsor will promptly cause all attribution to NetBase of such Results or Services to be removed. NetBase does not grant any right or license to use any NetBase logo or trademark.

2.5 Obligations of Sponsor. Sponsor agrees to do any and all of the following:

(a) Sponsor will act as the point of contact for NetBase and provide contact information to NetBase and keep such information current.

(b) Sponsor will cause all Named Users to go through NetBase's standard user training before the Named Users can get their Insight Workbench accounts. If there are 30 or more Named Users, NetBase may elect to provide training on site, in which case Sponsor will be responsible for (1) obtaining sufficient facilities and equipment at the University for the training at no charge to NetBase, and (2) reimbursing NetBase for reasonable out-of-pocket travel expenses for the trainers from NetBase's offices to the training site. NetBase will not charge any per diem or training fees for providing the training.

(c) Sponsor will be responsible for a minimum of one (1) post per month, coming from Sponsor or a Named User at the University, on www.netnography.com, NetBase's forum and community.

(d) Sponsor hereby consents to have its own name, area of specialty and University affiliation listed on NetBase's website on a page for the University Program. Sponsor further agrees to use its best efforts to obtain the University's consent to having the University's name and logo listed on NetBase's website in relation to the University Program and to provide to NetBase logo specifications for such University logo.

(e) At NetBase's request, Sponsor will act as a reference for the University Program to others.

(f) At NetBase's request, Sponsor will use reasonable efforts to participate with NetBase in presenting at industry conferences, not exceeding one (1) per year, subject to Sponsor's reasonable availability.

2.6 Other Services. The parties may agree that NetBase will provide access to additional Services or provide agreed upon assistance, some of which may be subject to applicable fees. Any fees must be specified in the Program Order Form and must be paid in accordance with Section 3 of the NBU.

2.7 Audit. NetBase shall have the right, at its own expense, to review or audit from time to time the usage of each Named User to verify compliance with this Agreement and the NBU.

3. TERM AND TERMINATION. The provisions of Section 4 of the NBU apply except for the 2nd sentence of Section 4B (automatic renewal) which does not apply. In addition, the following applies:

3.1 Termination. Either Sponsor or NetBase may terminate this Agreement at any time for such party's convenience upon fifteen (15) days prior written notice to the other party. In addition, NetBase has the right to terminate, at NetBase's option, the access of a particular Named User or this entire Agreement, with or without notice, if it finds any non-compliance or suspected non-compliance with any provision of this Agreement (including the NBU). Also, termination in accordance with Section 4 of the NBU automatically terminates this Agreement.

3.2 Effect of Termination; Survival. Upon termination of this Agreement for whatever reason, all Services shall cease. Sections 1, 2.2, 2.4 (as applicable), 3.2 of this Agreement and Section 4E of the NBU (and the sections referenced therein) shall survive the termination of this Agreement for whatever reason.

4. OTHER PROVISIONS. The provisions of Sections 5, 6, 7, 9 and 10 of the NBU, but not Section 8 of the NBU, apply.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the last date signed below.

Authorized Signatures

Agreed to by You:

Accepted by NetBase:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____