

## THE CONFERENCE BOARD ACADEMIC SITE LICENSE AGREEMENT

This **License Agreement** ("Agreement") is made on \_\_\_\_\_. (the "Activation Date") by and between The Conference Board, Inc., a New York corporation with offices at 845 Third Avenue, New York, New York 10022 ("TCB") and \_\_\_\_\_, located at \_\_\_\_\_ ("Licensee") (TCB and Licensee may be collectively referred to as a "party" or the "parties").

**1. BACKGROUND.** *TCB is a global, independent business membership and research association working in the public interest. TCB's unique mission is to provide the world's leading organizations with the practical knowledge they need to improve their performance and better serve society. TCB is a non-advocacy, New York not-for-profit entity holding 501 (c) (3) tax-exempt status under the United States Internal Revenue Code.* In furtherance of its charitable and educational purposes, TCB makes available, at a highly subsidized rate to academic institutions and municipal libraries, certain compilations of economic information and data in the form of electronic charts and EXCEL spreadsheets as well as reports and research ("Data") through a paid access service (the "Service"). The Service is accessible through TCB's website currently located at [www.conference-board.org](http://www.conference-board.org) (the "Website").

### 2. DATA LICENSE AND RESTRICTIONS.

A. Definitions. "Authorized Users" means individuals who are current employees, faculty members, staff, registered guests currently-enrolled students of Licensee or walk-in users, as applicable, and who access the Data only through (i) its network system or (ii) Licensee's computers at its main Site (defined below). A "Site" shall mean either (a) all libraries within the municipality of the Licensee or (b) each contiguous campus in a city area for an academic institution including all departments and libraries.

B. License. Subject to the terms of this Agreement and full payment of all fees, TCB grants Licensee a limited, non-exclusive, non-transferable license, with the right to sublicense only to Authorized Users, to access the Data from the Service at Licensee's Site by IP recognition via the Website. For the avoidance of doubt, no license is provided to distribute, publish, or post the Data or individual pages of the Data. If Licensee wishes to obtain express written permission for use not authorized by this License, it must mail or fax requests to: Communications Department, The Conference Board, Inc., at the address above; fax number (212) 980-7014.

C. Restrictions. Licensee and Authorized Users may use the Data solely for educational and research purposes only. Licensee may reproduce a limited number of copies of individual pages of the Data for educational purposes only and either (i) incorporate such copy into printed "Course Packs" for the use of Authorized Users in the course of instruction at the Licensee's institution, as long as it includes the appropriate copyright notice, or (ii) provide such copy (whether electronically or in printed form, without altering or modifying the materials, including headings and titles) to a third party in accordance with Licensee's interlibrary loan procedures, Section 108 of the United States Copyright Law (17 USC §108), and clause 3 of the Guidelines for the Proviso of Subsection 108(g) (2) prepared by the National Commission on New Technological Uses of Copyrighted Works. Licensee and Authorized Users acknowledge and agree that TCB reserves all rights not expressly licensed under this Agreement. This Agreement does not permit sharing of the Business & Economics Portfolio among a consortium.

**3. DATA ACCESS.** Licensee shall provide TCB the IP address for all computers in the Site where the Data will be accessed, as listed in Exhibit A. Licensee will (i) permit only Authorized Users to access the Data and maintain security measures necessary to prevent others from obtaining access, and (ii) inform all Authorized Users of all terms and conditions of this Agreement governing their access to the Data and use of Data contents. Licensee will require each Authorized User's full compliance with this Agreement, and will promptly terminate access to the Data by any Authorized User who violates this Agreement.

**4. FEE AND RESPONSIBILITY FOR COSTS.** Licensee will pay TCB the Fee set forth in Exhibit A for the Initial Term (as defined in Section 6) upon Licensee's acceptance of this Agreement. The Fee may be amended by TCB based on usual pricing increases and expansion of services and materials. All Fees are due within 60 calendar days of invoice and any delinquent fee is subject to compounded interest at the rate of one and one-half percent (1 1/2%) per month. TCB may suspend Licensee's Data access for any period for which Licensee has not paid the Fee, including access for all of Licensee's Authorized Users. Licensee is solely responsible for all costs relating to access and use of the Service and Data, including all its own Internet access charges, telecommunication charges and sales, use, utility and other taxes.

#### **5. SERVICE AND DATA OWNERSHIP AND CONTROL**

A. TCB Ownership and Rights/No Contest by Licensee. Licensee acknowledges that, as between the parties, TCB owns all right, title, and interest in and to the Data and the Service, including any and all copyrights and other proprietary rights in them. TCB does not claim copyright to any original work prepared by a U.S. Government officer or employee as part of that person's official duties. Licensee and its Authorized Users will not contest the validity of TCB's rights, including its copyrights, trademarks or any other proprietary rights, in the Service or any of the Data. Licensee acknowledges and agrees that TCB owns the trademarks **The Conference Board®**, the Torch logo, **The Conference Board Leading Economic Index®**, **The Conference Board Coincident Economic Index®**, **The Conference Board Lagging Economic Index®**, **Consumer Confidence Index®**, **The Conference Board Employment Trends Index™**, **The Conference Board Economics Watch®**, and **The Conference Board Measure of CEO Confidence™**, and any other trademarks ("TCB Marks"). Licensee further acknowledges and agrees that TCB owns the goodwill associated with the TCB Marks and that Licensee will acquire no rights in any TCB Mark as a result of Licensee's use under this Agreement. Licensee agrees it will use TCB's name and trademarks only to describe accurately TCB's products and the Services.

B. No Impairment of TCB Rights. Licensee and Authorized Users will not commit or permit any act or omission by anyone which may (i) impair or infringe TCB's copyrights, TCB Marks, trade secrets or any other proprietary rights in the Data or Service or (ii) cause any confusion or misrepresentation whatsoever regarding whether The Conference Board, Inc. is, or is not, the source, sponsor, or endorser of a product or service.

**6. TERM AND TERMINATION.** The initial term of this Agreement will be one year commencing on the Activation Date (the "Initial Term") and will automatically renew for successive one-year terms upon Licensee's payment of the then-current Fee. TCB may in its sole discretion amend the Fees for any renewal term upon forty-five (45) calendar days' notice before the end of the then-current term. The terms of Sections 1, 4, and 7-10 will survive termination or expiration of this Agreement. Either party may terminate this Agreement if the other materially breaches any term (including failure to pay Fees when due) and does not cure the breach within fifteen (15) calendar days after the non-breaching party sends notice of the breach. In addition, TCB may terminate this Agreement at any time without cause upon sixty (60) calendar days notice and will provide Licensee a pro-rated refund of Fees paid for such term.

**7. REPRESENTATIONS AND WARRANTIES.** TCB and Licensee each represents and warrants to the other that (A) it is duly organized, validly existing and in good standing; (B) it has the full power and authority to enter into and perform this Agreement; (C) this Agreement does not conflict with any other agreement or obligation of the party; and (D) this Agreement is a legal, valid, and binding obligation of the party, enforceable against the party in accordance with its terms.

**8. TCB DISCLAIMER OF WARRANTIES.** LICENSEE ACCEPTS THE RIGHTS LICENSED UNDER THIS AGREEMENT AND THE SERVICE AND DATA (AND THE CONTENTS THEREOF) "AS IS" AND "AS AVAILABLE." LICENSEE ACKNOWLEDGES AND AGREES THAT, WHILE TCB COMPILES THE DATA FROM SOURCES BELIEVED TO BE RELIABLE, TCB MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE OR DATA (OR THE CONTENTS THEREOF), INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT THE PURPOSE OR INTENDED USE HAS BEEN DISCLOSED), CONDITION

OF QUALITY, DESCRIPTION, OPERATION, ADEQUACY, INTERFERENCE WITH USE OR ENJOYMENT OF USE, TITLE, COMPLETENESS, TIMELINESS OR CORRECTNESS. TCB DOES NOT WARRANT THAT THE SERVICE OR DATA WILL BE UNINTERRUPTED, OR ERROR-FREE, OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS, OR THAT ERRORS WILL BE CORRECTED. IF LICENSEE IS BOUND BY STATE LAWS HAVING APPLICABILITY TO THIS AGREEMENT THAT DO NOT PERMIT CERTAIN WARRANTY EXCLUSIONS AND/OR LIMITATIONS, SUCH WARRANTY SHALL BE LIMITED IN TIME TO ONE HUNDRED EIGHTY (180) CALENDAR DAYS. Except as expressly provided herein, in this Section 8, TCB and its officers, directors, trustees, employees, agents, vendors, successors, assigns, and the like, make no warranty in connection with the Services or Data, whether written or oral, statutory, express or implied.

**9. TCB LIMITATION ON LIABILITY.** TCB and its officers, directors, trustees, employees, agents, successors, and assigns will not be liable for any claim, liability, loss, damage, cost or expense (including reasonable attorneys' fees and expenses), arising out of or relating to: (i) the contents of the Data or Service or any errors in them; (ii) the unavailability or interruption, in whole or part, of the Service; (iii) Licensee's or any Authorized User's use or misuse of the Data or Service (whether or not Licensee received any assistance from TCB's employees in using the Service); (iv) Licensee's use of any equipment in connection with the Data or Service; or (v) any delay or failure in performance beyond TCB's reasonable control. In no event will TCB and its officers, trustees, directors, employees, agents, successors, and assigns be liable in contract, warranty, tort (including negligence) or otherwise to Licensee, any Authorized User or any other party for any lost profits or any punitive, special, indirect or consequential damages (nor any lost data, profits, savings, or business opportunity) (whether or not the possibility of such damages has been disclosed). TCB's entire liability, and the exclusive and cumulative remedy of Licensee, Authorized Users and any other party for any claim arising out of or relating to the Data or Service or use thereof will be limited to the Fees paid by Licensee to TCB for the then-current term.

## 10. GENERAL PROVISIONS.

A. Notice. Notice shall be deemed effective upon receipt. Notice under this Agreement must be in writing and be given by personal delivery, delivery through the U.S. Postal Service, or recognized courier services to the addresses listed in the opening paragraph, or by electronic mail to the email addresses listed below and shall be made to:

If to TCB:

Carole Walden  
Director, Associate Services  
US Midmarket Development  
[carole.walden@conference-board.org](mailto:carole.walden@conference-board.org)

If to Licensee:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

With a copy to:

Sophia A. Muirhead  
SVP, General Counsel & Corporate Secretary  
[sophia.muirhead@conference-board.org](mailto:sophia.muirhead@conference-board.org)

Email: \_\_\_\_\_

B. Not Joint Venturers. The relationship between TCB and Licensee is solely that of licensor and licensee, and nothing in this Agreement may be construed to constitute a relationship of employment, joint venture, partnership, agency, or third-party beneficiary between TCB and Licensee or any Authorized User.

C. Integration; Amendment. This Agreement and Exhibit A constitute the complete agreement between the parties and supersede all other agreements, whether written or oral, regarding the subject matter of this Agreement. This Agreement may not be amended or modified except by an instrument in writing signed by both parties.

*Space left intentionally blank.*

D. Force Majeure. Neither party will be liable for its failure to perform or delay of performance or other default or deficiency under this Agreement caused in whole or in part directly or indirectly by telecommunication disruptions, fire, accident, flood, terrorist attack, labor trouble or shortage, act of God, armed conflict, civil commotion, or other cause of like character beyond its reasonable control which renders the party's performance or timely performance impossible or impracticable. If either party is unable to perform for more than sixty (60) consecutive calendar days (or ninety (90) total calendar days in any twelve-month period) because of an event of force majeure, the other party may terminate this Agreement immediately upon seven (7) calendar days written notice.

E. Assignment. Licensee may not assign, in whole or in part, this Agreement or any rights or obligations under it without TCB's prior written consent. Any attempted assignment in violation of this provision is null and void and is deemed a breach of this Agreement.

F. Governing Law; Jurisdiction. This Agreement is governed by the laws of the State of New York applicable to agreements wholly made and performed there, without regard to its choice of law rules. With respect to any legal proceedings related to this Agreement, TCB and Licensee irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located within the State and County of New York, and waive any objection to venue based on the ground of *forum non conveniens* or otherwise.

G. Enforceability of Terms/Waiver. If any term of this Agreement is determined to be unenforceable in a particular circumstance, such determination will not affect enforcement of the other terms of this Agreement or of such term in other circumstances. No waiver of any term or of any breach of this Agreement will be deemed a waiver of any other term or of the same term or other breach on a subsequent occasion.

IN WITNESS WHEREOF, the parties have executed this agreement as of the Activation Date set forth above.

**THE CONFERENCE BOARD, INC.**

\_\_\_\_\_  
FULL NAME OF LICENSEE

Signature: \_\_\_\_\_

Name: James Slamp

Title: EVP, CFO, and Treasurer

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**Business & Economics Portfolio**

I. **DATA** – the list below is not exclusive and is effective as of May 15, 2010. TCB may provide access to other reports and research beyond the list in its sole discretion. \_

The Business & Economics Portfolio includes economic data, but not entire data series and only the historical top line indicators for:

- A. ***The Conference Board Leading Economic Index®*** (LEI)  
***The Conference Board Coincident Economic Index®*** (CEI)  
***The Conference Board Lagging Economic Index®*** (LAG)  
Data series: 1959- present
- B. ***Consumer Confidence Index®*** (CCI)  
Present Situation Index  
Expectations Index  
Data series: 1967- present
- C. ***The Conference Board Employment Trends Index™*** (ETI)  
Data series: 1973- present
- D. ***The Conference Board Measure of CEO Confidence™***  
Data series: 1976- present
- E. The Conference Board Online Research Collection: Various Reports such as ***The Conference Board Economics Watch®***, research reports, key findings, and Executive Action Reports, in key topic areas such as corporate leadership, human capital, high-performing organizations, and economy, markets and value creation.

II. **ANNUAL FEES:** This Fee is highly subsidized to academic institutions and libraries by TCB members as part of TCB's mission to disseminate its research, information and reports.

Per Site = \$1,575.00

**IP ADDRESSES (For entire Site for each computer which will have access to the Service and TCB Data):**

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