

Gallup Analytics Subscription Agreement

Gallup has developed Gallup Analytics which allows users to access data from the Gallup World Poll, the Gallup US Daily Tracking, and the historical data from the Gallup Poll Social Series. Gallup Analytics includes questions and indexes covering topics such as economics, politics, and wellbeing (hereinafter referred to as "Data").

This Subscription Agreement ("Agreement") governs Your acquisition and use of Gallup Analytics.

BY ACCEPTING THIS AGREEMENT, EITHER THROUGH EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR CLICKING A BOX INDICATING YOUR ACCEPTANCE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CODNTIONS, YOU MUST NOT EXECUTE AN ORDER FORM OR OTHERWISE ACCEPT THIS AGREEMENT AND MAY NOT USE THE GALLUP ANALYTICS SERVICES.

If you have entered into or enter into a separate agreement with Gallup for non-Gallup Analytics services, that separate agreement shall not apply to Gallup Analytics services, and Gallup Analytics services shall not be considered a service or part of any service under such separate agreement, unless otherwise expressly agreed in writing by Gallup.

1. DEFINITIONS

"Fees" means the fees paid by You for the term of Your subscription to Gallup Analytics.

"Gallup" means Gallup, Inc. or any of its affiliates or subsidiaries that you may enter into an agreement with for a subscription to Gallup Analytics.

"Gallup Analytics" means all data delivered by Gallup to You on the Gallup Analytics platform.

"Order Form" means the form completed by You that may include Your access to Gallup Analytics, term, price, and number of users.

"Term" means the duration of this Agreement. If you are receiving this subscription for free as a condition of another Gallup purchase or license, this agreement's duration will run concurrent with the agreement that led to you receiving this subscription.

"User" means individuals or specifically identified computer terminals who are authorized by You to use or access the Data. Users include only Your students and faculty using the Data exclusively for educational or academic purposes.

"You" or "Your" means the company or other legal entity for which you are entering into an Order Form, and Affiliates of that company or entity which have entered into Order Forms.

2. LICENSE

Gallup hereby grants You a revocable, non-transferable, non-exclusive limited license to access and use of Gallup Analytics by the number of Users for which You have paid the applicable Fee. You acquire no ownership rights to Gallup Analytics whatsoever, or any portions thereof, and all such rights remain with Gallup. Title, as well as all applicable copyrights, trademarks, trade secrets, or other intellectual proprietary rights of and to Gallup Analytics are and remain the property of Gallup.

Where an Order Form specifies a number of Users, then unless otherwise stated therein, (i) Gallup Analytics may be accessed by no more than the specified number of Users, and (ii) any added User subscriptions shall be in accordance with the terms on the date of the additional purchase. User subscriptions are for designated Users and cannot be used by more than one User at one time. User accounts may be reassigned to new Users replacing former Users who no longer require ongoing use of Gallup Analytics by notifying Gallup of the replacement Users.

Except as otherwise provided in this Agreement, this license includes the right to download and temporarily store de minimis portions of data ("downloaded data") to a storage device under Your or Your User's exclusive control solely (i) privately display on Your local system such downloaded data and (ii) to quote and excerpt from such downloaded data (appropriately cited and credited) in memoranda, briefs, and similar work product created by You or Your Users in the regular course of Your work and related research. You may also create printouts of data for use in the regular course of Your work.

You and/or Your Users will not, and will not attempt to:

(a) reverse engineer, disassemble or decompile any component of Gallup Analytics; (b) interfere in any manner with the operation of Gallup Analytics; (c) rent, lease, lend, resell, or host to or for third parties any Gallup Analytics; (d) downloaded data from Gallup Analytics shall not be stored or used in an archival database or other searchable database; or (e) otherwise use Gallup Analytics in any manner that exceeds the scope of use permitted under this Agreement.

You shall be responsible for ensuring the security and confidentiality of Your and/or Your User's account(s). You will use commercially reasonable efforts to prevent unauthorized access to, or use of, Gallup Analytics, and will notify Gallup promptly of any such unauthorized use. You will not use your access to Gallup Analytics to: (a) knowingly interfere with or disrupt the integrity or performance of Gallup Analytics data contained therein; or (b) harass or interfere with another user's use of Gallup Analytics. You will, at all times, comply with all applicable local, state, federal, and foreign laws in its use of Gallup Analytics.

You shall make all reasonable efforts to notify Your Users of the prohibited uses and to notify Gallup of any infringement of copyright or unauthorized use of which it becomes aware. You will further cooperate with Gallup in investigating any such unauthorized use and taking all reasonable steps to remedy such unauthorized use and prevent a reoccurrence. You and/or Your Users shall give appropriate credit to the source when citing any data from Gallup Analytics and shall comply with the Copyright Laws of the United States (Title 17, U.S. Code).

3. OWNERSHIP

Gallup is entitled to all the exclusive rights to the copyright holder in the entire contents of Gallup Analytics under the Copyright Laws of the United States (Title 17, U.S. Code), which is a party to both the Universal Copyright Convention and the Berne Copyright Convention. This Agreement grants no copyright or ownership interests to You to Gallup Analytics. Other than as expressly set forth in this Agreement, no license or other rights in Gallup Analytics are granted to You and/or Your Users and all such rights are hereby expressly reserved by Gallup. You shall retain all rights, title, and interest in and to Your intellectual property and any analysis of Gallup Analytics Data included in reports, memoranda, analyses or documents created by You and/or Your Users.

If You are a U.S. federal government agency, Gallup Analytics was developed exclusively at private expense and has been licensed to the general public. Government

technical data and software rights related to Gallup Analytics include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7203-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Gallup to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement. Further, You shall provide Authorization and Consent to Gallup under 28 U.S.C. § 1498.

4. FEES, PAYMENT AND SUSPENSION OF SERVICES

Upon payment in full of the Fee set forth in the applicable Order, Gallup will initiate service. All Fees owed by You in connection with this Agreement are exclusive of, and Customer shall pay, all applicable sales, use, excise, and other taxes that may be levied upon You in connection with this Agreement, or other transactions contemplated under this Agreement. Gallup reserves the right (in addition to any other rights or remedies Gallup may have) to discontinue Gallup Analytics and suspend Your access to Gallup Analytics if any Fees set forth in an Order Form are more than thirty (30) days overdue, until such amounts are paid in full.

Gallup does not issue full or partial refunds for cancelling Gallup Analytics during the term of a subscription except in the case of a termination for cause.

5. DISCLAIMER

Gallup makes no warranty concerning Gallup Analytics and You acknowledge that Gallup's sole obligation with regard to Gallup Analytics is to use commercially reasonable efforts to meet the service levels set forth in this Agreement. Accordingly, Gallup Analytics and all other data, materials, and documentation provided in connection with this Agreement by Gallup are provided "as is" and "as available," without representations or warranties of any kind. Gallup makes no other warranties, express or implied, by operation of law or otherwise, including, without limitation, any implied warranties of non-infringement, merchantability or fitness for a particular purpose or any implied warranties arising out of course of performance, course of dealing or usage of trade. Gallup does not warrant that Gallup Analytics will be error-free, uninterrupted, completely secure, or virus-free.

6. CHANGES

Gallup reserves the right, at its sole discretion, to suspend, change, modify, add or remove content from Gallup Analytics at any time, including but not limited to, increasing or decreasing the frequency and/or volume of surveys conducted in any one or more countries.

7. LIMITATION OF LIABILITY

GALLUP'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. IN NO EVENT SHALL GALLUP HAVE ANY LIABILITY TO YOU FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT GALLUP HASAHS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

8. SERVICE LEVELS

Subject to the terms of this Agreement, Gallup shall use commercially reasonable efforts to: (a) maintain the security of Gallup Analytics; and (b) make Gallup Analytics generally available 24/7 (24 hours a day, 7 days a week), except for: (i) planned downtime, and (ii) downtime caused by circumstances beyond Gallup's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, telecommunications or network failures or delays, computer failures involving hardware or software not within Gallup's possession or reasonable control and acts of vandalism (including network intrusions and denial of service attacks). You are solely responsible for providing, at your own expense, all network access to Gallup Analytics, including, without limitation, acquiring, installing and maintaining all telecommunications equipment, hardware, software and other equipment as may be necessary to connect to, access and use Gallup Analytics.

9. NO INDEMNIFICATION

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying

party shall have the right to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the indemnifying party may reasonably request and have the right to participate in the defense at its own expense. The Licensor shall indemnify, and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of any copyright or any other proprietary right arising out of the use of the Licensed Materials by the Licensee or any Authorized User. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

10. GENERAL PROVISIONS

10.1 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its affiliates or in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the option of the non-assigning party's election, termination of this Agreement upon written notice to the assigning party.

10.2 Governing Law and Venue. The laws of the state in the United States where You or Your organization reside govern all claims and disputes under this Agreement, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment and in tort. If You acquired the software in any other country, the laws of the State of New York apply. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

10.3 Export Compliance. Gallup Analytics and other technology that Gallup makes available may be subject to export laws and regulations of the United States and other jurisdictions. By accepting this agreement, You acknowledge that Gallup must comply with all export control laws and regulations of the United States. You also acknowledge that Gallup will not authorize users to export or re-export Gallup Analytics or to access Gallup Analytics in any country barred by sanctions regulations.

10.4 Arbitration. In the event of any dispute, claim,

question or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of thirty (30) days, then, upon notice by either party to the other, disputes, claims, questions or disagreements shall be settled by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its commercial dispute resolution rules.

If You are a university, government agency, or political subdivision in a State or jurisdiction for which binding arbitration is expressly not allowed by law, Gallup agrees to the jurisdiction in which your state law demands.

10.5 Publicity. Gallup reserves the right to identify client by name and logo on Gallup's website and marketing materials as a user of Gallup data.

10.6 Force Majeure. Neither party shall be liable for any losses arising out of the delay or interruption of its performance of its obligations under this Agreement due to any act of God, war, terrorism, civil disturbance, court order or natural disaster, or any other cause beyond the reasonable control of the affected party.

10.7 Notices. Any notice or other communication required or permitted under this Agreement and intended to have legal effect must be given in writing to the other party at the physical and/or email address set

forth in the initial Order Form (each party may change its address from time to time upon written notice to the other party of the new address). Notices will be deemed to have been given upon receipt (or when delivery is refused) and may be (a) delivered personally, (b) sent via certified mail (return receipt requested), (c) sent via email, cable, telegram, telex, fax (all with confirmation of receipt) or (d) sent by recognized air courier service.

10.8 Severability and Waiver. In the event that any provision of this Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this Agreement will remain in full force and effect. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. All waivers must be in writing. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.9 Relationship of the Parties. The parties to this Agreement are independent contractors, and no agency, partnership, franchise, joint venture or employee-employer relationship is intended or created by this Agreement.

10.10 Entire Agreement. This Agreement, together with any related Order Forms is the entire understanding and agreement of the parties, and supersedes any and all previous contracts, and no agency, partnership, franchise, joint venture or employee-employer relationship is intended or created by this Agreement.

[Redacted Signature]

[Redacted Name]

[Redacted Title]

Title: Manager, Gallup Analytics

Date: December 9, 2024

[Redacted Signature]

[Redacted Name]

Name: [Redacted Name]

Title: AUL Scholarly Resources & Services

Date: 12/9/2024

GALLUP ANALYTICS ORDER FORM

This order form refers to the Gallup Analytics Subscription Agreement entered into by Gallup, Inc. and University of California San Diego.

Gallup Analytics Order Form	
Quantity of Subscriptions:	1

Title: Manager, Gallup Analytics

Date: December 9, 2024

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Title: AUL Scholarly Resources & Services

Date: 12/9/2024