

YAHOO! WEBSCOPE™ DATA LICENSE AGREEMENT INTERNATIONAL

This data license agreement (“**Agreement**”) is between you, _____ [**enter Researcher’s name**], residing at _____ [**enter Researcher’s address**] and Yahoo! Inc. (“**Yahoo!**”), a Delaware corporation with offices at 701 First Avenue, Sunnyvale, CA 94089, regarding your access to and use of certain Yahoo! data comprising the Dynamic Dataset that you wish to use and download from the Yahoo! website located at <http://webscope.sandbox.yahoo.com> (“**Data**”).

1. SCOPE OF AGREEMENT

- 1.1 The Data is valuable and confidential information of Yahoo!. You agree to use the Data only in accordance with this Agreement, and to hold the Data in strict confidence. You will not perform any analysis, reverse engineering or processing of the Data or any correlation with other data sources that could be used to determine or infer personally identifiable information of any Yahoo! user(s). You may disclose the Data only as expressly permitted herein.
- 1.2 You may access the Data after you have completed and submitted the Data sign-up form in the form set forth in Exhibit A (“**Signup Form**”) and have received Yahoo!’s written approval (by e-mail or other means as Yahoo! reasonably determines) (“**Dataset Approval**”). You may use the Data only for those research purposes set forth in your Signup Form that have been expressly authorized by Yahoo! via the Dataset Approval (“**Research Purposes**”), subject to any additional restrictions set forth in such Dataset Approval.
- 1.3 Summaries, analyses and interpretations of the Data may be derived and published, provided it is not possible to reconstruct the Data from the publication. Subject to Yahoo!’s written approval, small excerpts of the Data may be displayed to others or published in a scientific or technical context, solely for the purpose of describing your research and related issues and not for any commercial or anti-competitive purpose. Unless Yahoo! expressly requests no attribution, all publications resulting from research carried out using the Data must provide an attribution to Yahoo!. Such attribution should reference “Yahoo! Academic Relations,” the web address <http://webscope.sandbox.yahoo.com> and the name of the specific dataset used, including version number if applicable. This attribution should preferably appear among the bibliographic citations in the publication. You agree to provide a copy of each such publication to Yahoo! upon publication. If Yahoo! expressly requests no attribution, you agree not to mention Yahoo! in connection with the Data.
- 1.4 You hereby grant to Yahoo! and its affiliates a non-exclusive, royalty free, perpetual, worldwide license to use (without the right to sublicense) any and all intellectual property rights (including patents) created from or as a result of your use of the Data. To the extent that you do not have the authority to grant the foregoing license, you promise to assist Yahoo! as may be requested by Yahoo! to secure the grant of such license directly from the entity having such authority.
- 1.5 You may grant access to the Data only to persons that are working under your supervision and control and have a valid purpose within the scope of this Agreement and your Research Purposes to access the Data. You agree to ensure that such persons comply with the terms and conditions of this Agreement, and you accept responsibility for that compliance.
- 1.6 You will be in compliance with all applicable laws, including any applicable data privacy laws in any applicable jurisdiction. You will not aggregate, augment, or otherwise manipulate the Data in such a manner that indicates personally identifiable information or violates any applicable laws in any applicable jurisdiction.
- 1.7 You will not display, reproduce, transmit, distribute, sell, publish, provide to third parties, incorporate into third party materials, or use the Data except as specifically permitted in this Agreement. Yahoo! retains ownership of all rights, title and interest in and to the Data and reserves all rights not expressly granted in this Agreement.

2. COMMENCEMENT AND DURATION

This Agreement will take effect on the date of your signature below and will expire two (2) years after this date, unless earlier terminated under Section 5.

3. THE DATA

3.1 The Data will be supplied by download, CD or by any other means as Yahoo! reasonably determines.

3.2 You agree to delete the Data, or any portion thereof, from any media on which it has been stored, if Yahoo! requires you to do this for legal, policy or regulatory reasons.

4. LIMITATION OF LIABILITY

YAHOO! WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE IN CONNECTION WITH THE PROVISION OF OR FAILURE TO PROVIDE THE DATA. ALL EXPRESS OR IMPLIED CONDITIONS, WARRANTIES OR UNDERTAKINGS, WHETHER ORAL OR IN WRITING, IN LAW OR FACT, INCLUDING WARRANTIES AS TO ACCURACY, RELIABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.

5. TERMINATION

5.1 You may terminate this Agreement at any time.

5.2 If you cease the Research Purposes, you must notify Yahoo! promptly. Yahoo! will be entitled to terminate this Agreement in such circumstances.

5.3 If you breach this Agreement, then in addition to any other rights it may have, Yahoo! will be entitled to terminate this Agreement if you have failed to remedy such breach (if capable of remedy) within 30 days of written notice to do so, or immediately upon written notice if such breach is not capable of remedy. Clauses 1.1, 1.4, 1.6, 1.7, 4, 5.3, 5.5 and 6 will continue to apply after termination or expiration of this Agreement. Clause 1.3 will survive the expiration of this Agreement.

5.4 In addition to the above, if you materially breach the Agreement or use the Data in such a way as to damage, compete or assist other's in competing with Yahoo!'s business, Yahoo! may terminate the Agreement with immediate effect.

5.5 Upon expiration or termination of this Agreement, unless otherwise specifically agreed to in writing between the parties, you must return all original copies of the Data supplied by Yahoo! and delete or destroy all copies of it from any media on which it has been stored, and certify the same in writing.

6. GENERAL

6.1 If any part of this Agreement is found to be illegal or unenforceable this finding will not affect the validity and enforceability of the remainder of the Agreement.

6.2 This Agreement may be varied only by an amendment signed by both parties.

6.3 Neither party may assign any right or obligation under this Agreement or any part thereof without the prior written consent of the other. This consent may not be unreasonably withheld. However you agree that Yahoo! may assign any of its rights or obligations to another member of the Yahoo! group of companies.

- 6.4 This Agreement is governed by and construed in accordance with the laws of the State of California. Disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. Arbitration proceedings shall be conducted in English and all documents submitted in connection with such arbitration shall be in English or, if originally in another language, accompanied with a certified translation to English. Arbitration proceedings shall be held in New York, New York. However, no dispute regarding intellectual property may be settled by arbitration unless expressly agreed to by Yahoo!, and any dispute regarding intellectual property shall be settled by the United States federal courts in the state of California.
- 6.5 By executing this Agreement, you hereby represent and warrant that (a) you are duly authorized and have the full right and authority to enter into this Agreement; (b) you will perform your obligations hereunder; and (c) you are not bound by any agreement, policy or regulation under which the compliance thereof would cause a breach of or the non-compliance with this Agreement.

[signature page follows]

Please acknowledge your agreement to the above by signing and dating both originals of this Agreement in the signature block below and returning both originals to Yahoo!. A fully executed original will be returned to you.

YAHOO! INC.

You: [ENTER RESEARCHER'S NAME]

By (<i>signature</i>):	By (<i>signature</i>):
Name (<i>printed</i>):	Name (<i>printed</i>):
Title (<i>printed</i>):	Title (<i>printed</i>):
Date (<i>printed</i>):	Date (<i>printed</i>):

Acknowledged by: Sign: _____
Print Name: _____
Title: _____
Date: _____

(Acknowledgement must be signed by a supervisor (of at least a director-level) in the case of industrial research or by a department head in the case of a university).

Once your information has been approved, the Dataset Approval will be sent to your supervisor (indicated in the Signup Form of at least director level) in the case of industrial research, or to your department head (indicated in the Signup Form) in case of a university.

**EXHIBIT A
SIGNUP FORM**

Available at <http://webscope.sandbox.yahoo.com/signup.php>

First Name:

Last Name:

E-mail Address:

(Please use your academic e-mail address)

Street Address:

City:

State/Province:

Postal Code:

Country:

Phone:

School:

(If Other, please specify in Notes field)

Type of Requestor:

Notes:

(Please provide any additional information)

Research Purpose:

(Please describe your proposed research project using the Data requested from Yahoo!)

Dataset:

Department Head (or Director of Research) Name:

Department Head (or Director of Research) E-mail: