Roper Center for Public Opinion Research Inc.
Subscriber Agreement

This Subscriber Agreement (the "Agreement") between the Roper Center for Public Opinion Research Inc., (the "Center") and [subscriber's full legal name] (the "Subscriber"), sets forth terms and conditions governing the Subscriber's use of the Center's services (the "Services").

In addition to the terms and conditions herein, the Subscriber is subject to the General Terms of Use (the "Terms") found at ropercenter.cornell.edu/end-user-terms-and-conditions. The Terms are included and incorporated herein. Capitalized terms herein have the same definition as those in the Terms.

YOUR USE OF THE SERVICES IS SUBJECT TO THE TERMS. BY USING THE SERVICES, YOU AGREE TO THE TERMS. IF YOU DO NOT AGREE TO THE TERMS, YOU MAY NOT USE OR ACCESS THE SERVICES.

1. Access. The Subscriber will receive either standard access or full access to the Center's Services, as determined by the subscription fee and designated below in section 1.c.
    a. Standard access allows access by Authorized Users to the iPoll question database, Roper curated trends, normalized demographic crosstabs (if available), and associated survey documents. Access to respondent-level datasets and online analysis via Roper Center's custom crosstabulation tool are not included.
    b. Full access allows access by Authorized Users to all standard access features, as well as respondent-level datasets and online analysis via Roper Center's custom crosstabulation tool (if available).
    c. This Agreement provides the Subscriber with the following level of access. (The Center's representative will mark the relevant item.)

        ___ Standard access   ___ Full access

2. Additional services. Regardless of access level, the Subscriber will receive:
    a. Technical setup and initial user training support.
    b. Complimentary publications of the Roper Center, including newsletters, study listings, training videos and webinar recordings, technical memoranda, and brochures.

3. Authorized Users.
    a. Authorized Users are employees (including contract employees) of the Subscriber, or in the case of any Subscriber who operates a library, patrons of that library who as a matter of course are granted authenticated access to its resources.

    b. With the exception of library patrons, the Subscriber, in consultation with the Center, will identify its Authorized Users by providing names and email addresses for use by the Center in establishing login IDs and passwords for those Authorized Users.

4. <u>Management of Authorized Users</u>.
    a. The Subscriber will make their Authorized Users aware of the Terms.
    b. The Subscriber will make commercially reasonable efforts to ensure that any and all use of Services by its Authorized Users or any person or entity that obtains access to the Services by or through an Authorized User is in compliance with this Agreement and the Terms.
    c. In the case of library patrons, the Subscriber shall ensure that access to the Center's Services is authenticated per the Subscriber's usual authentication process for access to its subscriptions and institutional repositories.
    d. Use of the Center's Content by a collaborator who is not an Authorized User is permissible only in compliance with Section 4.d. of the Terms.

5. <u>Unauthorized User</u>.
    a. The Subscriber will report to the Center any use of the Center's Services via the Subscriber's account that constitutes or is suspected of constituting a violation of this Agreement or the Terms.
    b. The Center may suspend or terminate access by any Authorized User, or suspend or terminate the Subscriber's account, if the Center, in its sole discretion, determines that any use of the Center's Services via the Subscriber's account constitutes a violation of this Agreement or the Terms.
    c. Subject to compliance with this Agreement and the Terms, the Subscriber will not be liable to the Center for acts of its Authorized Users that give rise to a claim of damages related to the Services.

6. <u>Term and Termination</u>.
    a. This Agreement is effective upon a) signature by an authorized representative of the Subscriber and, unless otherwise arranged by mutual agreement, b) receipt of full payment of the subscription fee.
    b. The Effective Date of this agreement shall be the date last set forth below, unless otherwise specified in writing.
    c. The Agreement will renew automatically on the annual anniversary of its Effective Date unless either party notifies the other party of termination at least 30 days in advance of the anniversary.
    d. The Center will provide the Subscriber with timely electronic notice of any material changes to subscription benefits or the Terms. Upon such notification, the Subscriber may terminate this Agreement with 30 days' notice. In such an event, the Center will refund the subscription fee to the Subscriber on a pro-rated basis.
    e. If the Center terminates the Subscriber's account for any reason other than a violation of this Agreement or the Terms, the subscription fee will be refunded to the Subscriber on a pro-rated basis.
    f. Any claim of material breach of this Agreement or the Terms will be made in writing to the party alleged to be in breach, per terms of Section 10 of this Agreement.

7. <u>Fees</u>. The annual fee schedule for benefits under this Agreement is posted at https://ropercenter.cornell.edu/membership/become-member. Fees will be codetermined and will follow a tiered/category structure as define below. Fees may be modified by the Center at each renewal period with at least 60 days' Notice to the Subscriber.

    _____ Tier/Category   _____Subscription Term

8. <u>Contacts</u>. The Subscriber will provide the following contact information for its representatives:

Administrative contact:

    [name, title, email, and telephone number]

Technical contact (if different):

    [name, title, email, and telephone number]

Data and system security contact (if different than technical contact):

    [name, title, email, and telephone number]

Financial contact:

    [name, title, email, and telephone number]

The Center can be reached through regularly monitored email at membership@ropercenter.org and at telephone (607) 255-8129.

9. <u>Relationship of the Parties</u>. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to act for the other party in any manner whatsoever. The term Subscriber denotes no special authority or rights, including voting within or governing rights over the Center.

10. <u>Notices</u>. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a Notice) must be in writing and delivered to the other party at its postal address set forth on the signature page below via hand-delivery, national overnight delivery service or First Class US Mail, or at its email address, as follows: In the case of the subscriber, the email address of the administrative contact set forth above; in the case of the Center, membership@ropercenter.org.

11. <u>Entire Agreement</u>. This Agreement, together with Terms, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. No amendment to or

   modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement, and signed by each Party.

The undersigned represent and warrant that they are duly authorized to execute this Agreement on behalf of the party for which they are signing.

Subscriber **[legal name**]

_____   _____
Name: Date
Title:
Principal Address:
Telephone:
Email:

Roper Center for Public Opinion Research

_____   _____
Name: Date
Title:
Principal address: c/o Cornell University, 136 Hoy Road, Rhodes Hall, Room 651
Ithaca, NY 14853-3801
Telephone: (607) 255-8129
Email: membership@ropercenter.org