

**NON-STANDARD AGREEMENT COVER SHEET**

*(This cover sheet should be attached as the first page of the agreement referenced below and should be maintained as an integral part of the agreement documentation.)*

(For IP Office Use)
<b>IPO Number:</b> _____
<b>IP Code – 1</b>

Title of Agreement:	
Parties:	
Element(s) being acquired:	
IPD Contract Review No.:	

This agreement has been reviewed and assigned the IP Code indicated above.

**This agreement gives the Church limited rights only.** The Church’s use of any intellectual property acquired pursuant to this agreement is subject to all of the terms of the agreement. The agreement should be carefully reviewed prior to using such intellectual property to ensure full Church compliance.

The following limitations may be particularly relevant to proposed Church uses:

- 1.

Reviewed by :	
Date:	

*(Analysis by Kirton McConkie)*

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IPO Number: \_\_\_\_\_

IP Code - 1



eMarketer Inc.  
75 Broad Street, 31st Floor  
New York, NY 10004

Phone: [Redacted]  
Fax: [Redacted]  
www.emarketer.com

**SUBSCRIPTION AGREEMENT SIGNATURE PAGE**

- SCOPE OF AGREEMENT.** Licensor provides research and analysis on digital marketing and media. During the term of this Agreement, Licensor will provide to Licensee access to all reports, articles, charts, interviews, case histories and webinars published by Licensor as part of its Total Access service for digital marketing and media (the "Product").
- NUMBER OF USERS.** Licensor will allow Licensee to designate five (5) of Licensee's employees to view the Products. These viewers ("Authorized Users") are authorized by Licensor to use the Products pursuant to the Terms and Conditions described below.
- TERM.** The term of this Agreement is one (1) year from December 26, 2012 (the "Effective Date") to December 26, 2013 (the "Termination Date").
- PRICE.** The price for this subscription is \$33,000 less a 5% non-profit status discount equaling \$31,350, plus applicable sales taxes, payable in full upon receipt of invoice, which will be issued immediately upon signing of Agreement.
- PURCHASE ORDER REQUIRED:**  YES  NO IF YES, PO #: AVD-108048

The Licensee	Contact Person
The Church of Jesus Christ of Latter-day Saints 50 E. North Temple Salt Lake City, UT 84150	[Redacted]

Billing Information, If Different

The Licensor	Contact Person
eMarketer, Inc. 75 Broad Street 31 <sup>st</sup> Floor New York, NY 10004	[Redacted]

The parties signing below, being duly authorized signers for the parties to this Agreement, intending to be legally bound, hereby agree to all of the terms and conditions set forth herein.

eMarketer, Inc.  
By: [Redacted]  
Name: [Redacted]  
Title: VP, SALES  
Date: 12/20/12

LDS Church  
By: [Redacted]  
Name: [Redacted]  
Title: Contract Manager  
Date: 12-20-12

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**IP Code - 1**

**Corporation of the Presiding Bishop  
of The Church of Jesus Christ of  
Latter-day Saints ("CPB" or "Buyer")**

**Purchase Order No. AVD-108048**

Requisition <b>eMarketer Subc</b>	Date <b>19-DEC-2012</b>	Page <b>1</b>
Payment Terms <b>NET 30 DAY</b>	Shipping Terms <b>FCA: Vendors Warehouse</b>	Ship Via <b>BOXLOGIC</b>
Dispatch via E-Mail		Currency <b>USD</b>

**Vendor Phone:** [REDACTED]  
**Vendor Fax:** [REDACTED]

**Vendor:** 305209  
**eMarketer**  
75 Broad St 31st Fl  
New York NY 10004  
United States

**Bill To:** AV Finance and Systems  
ATTN: [REDACTED]  
50 East North Temple, FL 21  
Salt Lake City UT 84150  
United States

**\*\* Ship Via:** Box Logic [REDACTED]  
**Ship To:** Audiovisual Department  
50 E North Temple St. - COB 21  
Salt Lake City UT 84150-2000  
United States  
Attn: AVD-Operations Requestor Phone: [REDACTED]

**Delivery contact:** [REDACTED]

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Ship Date
1- 1	eMarketer Subscriptions, 1 year	5.00	EA	6,270.00000	31,350.00	21-DEC-2012
<b>Line Total</b>					<b>31,350.00</b>	

**Total PO Amount** 31,350.00

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eMarketer Inc.  
75 Broad Street, 31st Floor  
New York, NY 10004

Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
www.emarketer.com

**Addendum to Subscription Agreement**

1. **SCOPE OF ADDENDUM.** Licensor will provide to Licensee access to the Product (as Product is defined in the Subscription Agreement) for the duration of the Term (as defined below) and pursuant to the Terms and Conditions (as defined in and incorporated as part of the Subscription Agreement). Any other subsequent addenda between Licensor and Licensee shall also remain in effect.
2. **NUMBER OF USERS.** Licensee may designate up to 5 (Five) Authorized Users (as Authorized User is defined in the Subscription Agreement) to view and use the Content.  
**TERM.** The term shall be for 1 (one) year, from December 27, 2013 to December 26, 2014.  
**PRICE.** The price is \$34,650, plus applicable sales taxes, payable in full January 2014, invoice will be issued upon signing of this Addendum.
3. **Purchase Order Number, if required:** \_\_\_\_\_.

**The Licensee**

The Church of Jesus Christ of  
Latter-day Saints  
50 East North Temple  
Salt Lake City, UT 84150  
United States

**Contact Person**



**Billing Information, If Different**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The Licensor**

eMarketer, Inc.  
11 Times Square  
Floor 14  
New York, NY 10036

**Contact Person**



The parties signing below, being duly authorized signers for the parties to this Addendum, intending to be legally bound, hereby agree to all of the terms and conditions set forth herein.

**eMarketer, Inc.**

**The Church of Jesus Christ of Latter-day Saints**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

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

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

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

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

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

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

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THE CHURCH OF  
**JESUS CHRIST**  
 OF LATTER-DAY SAINTS

**Non-Standard Agreement Submission Form**

INTELLECTUAL PROPERTY OFFICE 50 E NORTH TEMPLE ST SALT LAKE CITY UT 84150-0018 Telephone [REDACTED] Fax [REDACTED]	IPCR number:  Date Submitted: 05 Dec 13
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Instructions: This submission form must accompany your submission of a non-standard agreement to the Correlation-Intellectual Property Division (COR-IPD). Please submit PDFs or hard copies of asset(s) acquired with each individual agreement submitted. **No spreadsheets with mixed multiple assets and agreements, and no links to such will be accepted.**

**Submitter Information:**

Name: [REDACTED]	Telephone Number: [REDACTED]	Department: PSD
Knowledgeable contact person (Who can answer questions regarding agreement and associated assets): [REDACTED]	Telephone Number: [REDACTED]	File/Project Number:  PO #

**Agreement Information:**

Title of the Agreement:  
eMarketer license

Parties to the Agreement (Legal Entity)

- Corporation of the President of The Church of Jesus Christ of Latter-day Saints (COP)
- Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints (CPB)
- Intellectual Reserve, Inc.
- Other. Specify: \_\_\_\_\_

Parties to the Agreement (3<sup>rd</sup> Party Name)  
eMarketer

Element(s)/assets being acquired (Only agreements acquiring intellectual property rights will be reviewed):  
access to a constantly updated database with research information and research services on all things media

Provide a brief explanation (in simple terms) of how the asset(s) will be used:  
the data received helps product managers make decisions about their products and how trends across the world may affect it.

Invoice or Account History attached? (Mark all that apply):

- Invoice
- Account History
- Neither

**Technical Information – Only complete this section for non-standard agreements that contain technical information pertaining to computer software and products:**

How will the acquired asset be incorporated into a Church product or system:

Describe the precise nature of such Church product or system:

Does the asset involve software:

- Yes
- No

Are there any "open source" components or issues:

- Yes
- No

If the asset does involve one or more "open source" software components, identify **ALL** software components (indicating which are "open source"):

Identify the agreements covering each software component: