

## A&E TELEVISION NETWORKS, LLC

### RESEARCH PANEL AGREEMENT

A&E Television Networks, LLC and its affiliates (collectively, “AETN” or “we” or “us”) owns, operates and/or provides the following websites [www.aetvaccess.com](http://www.aetvaccess.com), [www.historymakerscommunity.com](http://www.historymakerscommunity.com) and [www.lifetimeloyals.com](http://www.lifetimeloyals.com) (collectively, the “Websites”) subject to your compliance with the terms and conditions set forth in this Research Panel Agreement (this “Agreement”). You agree that both your access to and use of the Websites are governed by this Agreement, AETN’s Terms of Use (the “Terms of Use”) located at (<http://www.aenetworks.com/terms>) and AETN’s Privacy Policy located at (<http://www.aenetworks.com/privacy>) (the “Privacy Policy”, and together with the Agreement and the Terms of Use, the “Terms”). By signing up for a research panel the Websites, you agree to comply with the Terms. To the extent there are any conflicts between this Agreement and the Terms of Use and Privacy Policy, the terms of this Agreement control.

This Agreement was updated on January 7, 2017. Please look here for any updates, which will be posted for your review.

- 1. Changes.** AETN has included the effective date of this Agreement both on the first and last page of this document. AETN reserves the right to make changes to any Terms at any time, however, AETN will provide notification to you in advance of any changes becoming effective, such as by posting a notification on the Websites or via email. If you continue to access and/or use any of the Websites after the effective date of such changes, then such access and/or use will be deemed an acceptance of and an agreement to follow and be bound by the changed Terms.
- 2. Username/Password.** Your invitation to join the Websites is personal and non-transferrable. You are responsible for the confidentiality and use of your username and password which give you access to the Websites to participate in our research panels. If you have reason to believe that your username or password is no longer secure, you must: (i) promptly change your password by visiting the Websites, and (ii) immediately notify us of the problem by emailing us at [support@aetvaccess.com](mailto:support@aetvaccess.com), [support@historymakerscommunity.com](mailto:support@historymakerscommunity.com) or [support@lifetimeloyals.com](mailto:support@lifetimeloyals.com), as applicable (with the subject line: “Username Password Security Issues”). Your access to the Websites and invitations to participate in research panels are at the sole discretion of AETN and may be revoked or terminated at any time without cause and without notice. You hereby release and waive all claims against AETN that may arise or relate to your use of the Websites and/or participation in any research panels.
- 3. Participation.** You do not have to participate in each and every research panel or other activity that you may be invited to or may be posted on the Websites. However, if you do not participate in any activities for 90 days, AETN may terminate your account for non-use, and you agree that AETN is not liable to you for any reason based upon such a termination.
- 4. Assignment of Rights.** You agree that by submitting any ideas, comments, suggestions or any other information (collectively, “Ideas”) to AETN through your participation in our research panels or on or through the Websites, at the time of submission you irrevocably assign all rights in such Ideas to AETN. You expressly acknowledge AETN’s unrestricted right to use any or all, or any part thereof, of any Ideas without any notice or compensation to you. You hereby release and waive all claims against AETN with respect to intellectual property or other proprietary rights, rights of attribution, rights of publicity or privacy, or any other rights or liability with respect to your Ideas you submit, transfer, post or provide to AETN through the Websites.

**5. Confidentiality.** The information and materials provided on or through the Websites, including without limitation, any data, text, graphics, images, audio and video clips, logos, icons, software, applications and/or links (collectively, the “Materials”) are confidential and provide you an inside look into our business and services. You agree not to disclose to others any of the Materials that we disclose to you on the Websites. You also agree not to disclose any ideas or information that are generated by others in or on the Websites.

**6. Privacy/Security.** To the extent that you provide us with personally identifiable information through a research panel or the Websites, AETN may only use such information in accordance with our [Privacy Policy \(http://www.aenetworks.com/privacy\)](http://www.aenetworks.com/privacy). By registering for the Websites, you agree to the terms set forth in our Privacy Policy.

**7. Use & Access.** YOU MUST BE AT LEAST 18 YEARS OF AGE AND A RESIDENT OF THE UNITED STATES TO PARTICIPATE IN ANY RESEARCH PANELS AND/OR SUBMIT ANY IDEAS. By accessing, using and/or submitting information to or through any of the Websites, you represent that you are at least 18 years of age or older.

**8. Indemnification.** You agree to indemnify, defend and hold harmless AETN, our affiliates, licensors, suppliers, advertisers and sponsors, and our and their directors, officers, employees, consultants, agents and other representatives, from and against any and all claims, damages, losses, costs (including reasonable attorneys’ fees) and other expenses that arise directly or indirectly out of or from: (a) your breach (including through use of your username, whether or not by you) of this Agreement; (b) any allegation that any Idea or other information you submit to us or transmit to the Websites or AETN infringes or otherwise violates the copyright, trademark, trade secret or other intellectual property or other right of any third party; (c) your access to and use of the Websites; and/or (d) any claim that one of your Ideas caused damage to a third party including but not limited to libel, defamation, loss of or harm to reputation or any other damage whatsoever.

**9. Miscellaneous.** By clicking “I agree” when registering for the Websites, you are providing a binding electronic signature.

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