

# Exhibit 5

## PREMIER\*OPINION

[About](#) :: [FAQs](#) :: [Sweeps Rules](#) :: [Contact](#)  
  
USER LICENSE AGREEMENT**PremierOpinion: An elite research community**

PremierOpinion is a market research program which will track online browsing and purchasing behavior (including the content of web pages visited and the headers of web mails) of research panelists through software powered by VoiceFive Networks, Inc. ("VoiceFive Networks" or referred to as "we", "us" or "our"). The market research reports from this program will be used by VoiceFive Networks and its Partners to help shape the future of the internet.

The information below outlines the privacy policy of VoiceFive Networks for the purposes of this market research program. This is the privacy policy that will apply to VoiceFive Networks and you. For the purposes of this agreement, "Partners" are defined as a select group of companies that have asked VoiceFive Networks to provide special research services. The list of Partners can be found at [Partners List](#). As this list may change over time, it is recommended you periodically check the list for additions or deletions. The applicable provisions of the privacy policy also apply to VoiceFive Network's Partners to the extent information collected from you as part of the program is disclosed to them.

Be assured that protection of your privacy is one of our top priorities. While participation in this program will allow us to send you periodic surveys and track behavioral data, including information about your online activities such as where you surf and the transactions that you make, the personally identifiable information you provide will NOT be used by VoiceFive Networks, its Partners, or anyone with whom they do business, to advertise or market products or services to you. Notwithstanding the preceding sentence, as to any personally identifiable information that you provide to any of VoiceFive Network's Partners or their affiliates or subsidiaries in connection with a separate user relationship that you may have with those Partners or any of their affiliates or subsidiaries, use of such personally identifiable information about you will be subject to the individual Partner's terms of use or privacy policy under which you provide such information. Personally identifiable information is information that reveals your identity such as your name, home address, telephone number, social security number and so forth. Behavioral data about your online activities such as those mentioned above is not personally identifiable information and so VoiceFive Networks and its Partners, their affiliate, subsidiaries or anyone with whom they do business are free to use such behavioral data to advertise

or market products or services to you.

## **VOICEFIVE NETWORK'S PRIVACY POLICY & USER LICENSE AGREEMENT**

Before joining our program, enjoying the benefits of this program, and downloading our application, you must review and agree to the terms and conditions below and provide and obtain consent to this agreement from anyone who will be using the computers on which you install this application. By installing our application, you agree to be bound by this privacy policy & user license agreement, including the storage of the market research information provided by you on our computer systems in the United States.

### **Requirements for participation**

In order to participate in this program, you must:

- Be at least 18 years of age and capable of entering into a binding agreement;
- Be the parent or legal guardian of anyone under 18 having access to such computer;
- Own or control the computers that you allow to be configured to use this system; and
- Not be employed or related to an individual employed by an unaffiliated market research company.

Please note: many companies restrict the download of software onto work computers. Before you download this software onto a work computer, please check your company's software download policy.

### **What information is collected?**

**Survey response information:** Once you agree to participate in this program, we may notify you of survey opportunities through e-mail, pop-ups, or other means. If you elect to participate in a survey, we require that you provide complete and accurate information about yourself and your household.

**Computer hardware, software, and other configuration information:** Our application may collect certain basic hardware, software, computer configuration and application usage information about the computer on which you install our application, including such data as the speed of the computer processor, its memory capacities and Internet connection speed. In addition, our application may report on devices connected to your computer, such the type of printer or router you may be using.

**Internet usage information:** Once you install our application, it monitors all of the Internet behavior that occurs on the computer on which you install the application, including both your normal web browsing and the activity that you undertake during secure sessions, such as filling a shopping basket, completing an application form or checking your online accounts, which may include personal financial or health information. Our application may also collect information regarding the cookies that exist on your computer. We make commercially viable efforts to develop automatic filters that would allow us to avoid collection of non-publicly available personally identifiable information such as UserID, password, and credit card numbers. Inadvertently, we may collect such sensitive information about our panelists; and when this happens, we will make commercially viable efforts to purge our database of such information.

This application also tracks the pace and style with which you enter information online (for example, whether you click on links, type in webpage names, or use shortcut keys), the usage of cookies, and statistics about your use of online applications (for example, it may observe that during a given period of use of a computer, the computer downloaded X number of bytes of data using a particular Internet enabled gaming application).

Please note: Our application does not examine the text of your instant messages or e-mail messages. We may, however, review select e-mail header information from web-based e-mails as a way to verify your contact information and your online usage information.

### **How is the information collected?**

This application monitors your Internet usage by transmitting to our servers information about the web pages that you visit and the actions that you take while online. In addition, we may ask for information about you using surveys, for which participation is completely voluntary. We may also combine the information that you provide us with additional information (such as select credit bureau and prescription information) or with information obtained from other sources (such as consumer preference reporting companies, credit reporting agencies, and prescription benefits managers) using confidential matching procedures. In these cases, we will: (i) provide only the personal information necessary to perform a match and, infrequently, to assist us performing statistical analyses; (ii) establish procedures and legal obligations that prohibit use of the information received for any other purpose or disclosure of this information to anyone else; and (iii) require destruction of the received information after completion of the match. The information that we obtain from other sources will not include sensitive personally identifiable information such as credit card numbers and account numbers. You further agree that we may use third party service providers to obtain other on-line data, TV viewing, or mobile usage information and that we may integrate such data with the data that you provide us as part of this research community, provided that the acquisition and processing of such information adheres to the privacy principles included in this privacy policy and user license agreement.

The software will collect information on the types of applications you use and general statistics on how you use them. So, for instance, you may open a word processor, and our software would collect information on how the type of word processing software that you are using, and how long the word processor was open, but it would not have any knowledge of what was typed in the word processor.

Your information is stored in the United States where our central database is operated. The data protection and other laws of other countries may differ from those of the United States. Your information may be processed outside of the United States, provided that the data protection laws of such processing location affords similar if not more protections than those afforded in the United States for the processed data.

#### **How is the collected information used?**

By VoiceFive Networks to create Market Research Reports: Applying concepts similar to those used by television-rating services, we use the information collected through our application and your survey responses, combined with information from other sources, to make statistically-based projections about current and future Internet user behavior and, more generally, to extrapolate data about potential economic trends. For certain commercial customers, we may provide individual-level information. We make this data available so that these customers may enhance their own understanding of Internet usage and online commercial trends. In all cases, we make commercially viable efforts to automatically filter confidential personally identifiable information such as UserID, password, credit card numbers, and account numbers from the data being provided.

Our customers use our market research reports to: (i) modify online services and offerings; (ii) make more effective use of online data to understand both online and offline commercial behavior; and (iii) discern general economic trends and the business performance of specific entities for a wide range of business purposes including, but not limited to, identifying financial investment opportunities and understanding the value and interest in certain business enterprises.

Additionally, the data that we collect may be shared directly with our Partners.

By VoiceFive Network's Partners: VoiceFive Network's Partners will use the items provided to it by VoiceFive Networks to create a variety of reports, including but not limited to market research reports that these Partners will use internally to understand the preferences of the market research panelists (in some cases by linking the information provided by VoiceFive Networks with other individual-level data collected independently by an individual Partner). The results of this research may be disclosed to third parties or publicly, but in ALL cases, NO personally identifiable information will be provided to such third parties or the public. The market research reports may be used to: (i) modify online

services and offerings; (ii) make more effective use of online data to understand both online and offline commercial and purchase behavior; and (iii) discern general economic trends and the business performance of specific entities for a wide range of business purposes including, but not limited to, identifying financial investment opportunities and understanding the value and interest in certain business enterprises.

**By Service Providers:** From time to time, we may share your contact information with those third parties who help us deliver this program to you (for example, companies that administer incentive programs). When we do this, we provide only the necessary information for the service provider to perform its assigned function, and we contractually prohibit the use or disclosure of this information to anyone else unless you authorize it.

**As Required by Law:** In rare cases, and as is done by any other business, if we are compelled to disclose certain information through a valid legal process, such as a court order, subpoena, or a search warrant, we would do so. However, we would comply by providing only the minimum information necessary.

#### **How is the information secured?**

**Safeguards:** We have implemented a variety of safeguards (including physical, digital, and legal protections) focused on ensuring that the information collected through this program is protected from unauthorized use, modification, or disclosure. For example, any secure information collected by our application is encrypted before it is sent to our servers. Moreover, our employees are subjected to periodic evaluation and investigation, are contractually restricted on their use and access to personally identifiable information, and are educated and retrained as needed on internal security policies and procedures.

If you would like to access, modify, and/or request deletion of the personally identifiable profile information submitted by you as part of this program, you may complete a support form on our website, or e-mail our support staff at the e-mail address provided below.

#### **Are cookies used by your website or your application?**

VoiceFive Networks does not use our cookies to store or acquire data about you; however, we do use cookies to identify you as you go through any required registration processes on our site, and to assist us in conducting occasional diagnostic tests to ensure that our system is functioning correctly. Our cookie does not contain any personally identifiable information about you. Please note that if you configure your browser not to accept cookies, you may not be able to complete our registration process and enjoy the benefits of being a program participant.

#### **What privacy commitments do you make relating to specific participant benefits?**

Please refer to our program's web site, which lays out the privacy commitments that we make for the various participant benefits we offer. The terms of these commitments are incorporated into this agreement. Please note that each incentive program may have its own set of rules applicable to that particular offering; these rules are made available to you before you choose to participate.

#### **What if I wish to stop participating in this program?**

**Resignation:** You may resign at any time by contacting us at the support address listed below or by removing our application as described below and choosing to opt-out of surveys.

**Removing our Application:** You may remove our application using the Windows Add/Remove Programs function (known as "Programs and Features" in Vista). Alternatively, you may e-mail our support staff at the e-mail address provided below and request removal instructions. Please be sure to follow this same removal procedure on all of the computers from which you wish to remove this application. Removing the application will stop tracking of your online browsing and purchasing behavior, but you still may be contacted for surveys unless you opt-out in accordance with the procedures provided to you with every survey invitation. After you remove our application from a computer, all settings we

have made to your computer will be deactivated; however, some inactive elements may remain on your machine such as registry entries or DLL files, which is not at all unusual for many types of online services and software.

**Use of Third Party Programs to Remove our Software:** Please note that use of third party programs to remove this application may cause instability in your system and to your Internet connection. We reserve the right to repair any of its settings that are partially removed, to minimize potential instability. In fact, our software will inspect itself and make repairs when necessary. This action is not done to try and stop you from uninstalling our software, it is only done to assure that while our software is operating properly on your computer, it works the way it should and does not cause any technical problems. This ability to upgrade or repair corrupted files in no way impedes your ability to delete the program. Once the program has been has been uninstalled through the Windows Add/Remove Programs function, the application will be removed, so that no updates or repairs may be made. So, should you wish to resign, we ask that you use the instructions provided above.

Please note: we may continue to use information collected prior to resignation, but all such information remains fully subject to, and governed by, the agreement effective at the time of your resignation.

#### **What is the policy regarding children?**

All persons installing this application must be at least 18 years old and must be the parent or legal guardian of any minor that may use a computer with this application installed. However, all household Internet behavior may be used by us in developing the statistical projections. This program complies with all applicable U.S. data gathering rules, including the Children's Online Privacy Protection Act (COPPA).

#### **How will I be notified of changes to this Agreement?**

If we change our practices in how we handle personally identifiable information, or if we materially change other aspects of our program, including but not limited to any changes to the scope or nature of incentives provided, we will post these changes on our website, and the changes will be effective immediately upon such posting. If you do not agree with any of the changes, you may remove our application as described above.

#### **What are my obligations as a participant?**

As a participant, you agree to:

- Allow this program to collect and use information obtained from you and related to you and your household's Internet use as described in this agreement, including with respect to disclosures made to, and use by, VoiceFive Network's Partners;
- Periodically check our Partners List for additions and deletions;
- Make reasonable efforts to ensure that any other person who uses such computers is aware of and agree to the terms of this agreement;
- Accept automatic changes to your system settings that are made solely to ensure compatibility between your computer system and this program, and periodic software upgrades;
- Receive administrative e-mails, including e-mails sent to: (i) inform you about upgrades, or issues related to basic program/application functions or disruptions; (ii) provide notification about awards and special participant opportunities; (iii) request updated demographic information or information regarding usage of the application; and
- To the extent that you participate in other efforts directly with one or more of VoiceFive Network's Partners, regularly visit and review the agreement posted on those Partners' individual websites, so that you are aware of any changes made to those agreements.

As a participant, you agree not to:

- Use this program in any way that: (i) harms or harasses others; (ii) violates any federal, state or local laws or ordinances; (iii) violates or infringes on the rights of any third parties including, but not limited to, copyright, trademark, patent, trade secret, rights of privacy or publicity or other proprietary right; or (iv) interferes with or disrupts this program; and
- Attempt to defeat or circumvent our application, it being your responsibility to remove this application as instructed in this agreement or expressly by an authorized service representative.

#### **What is our commitment to participants?**

VoiceFive Networks commits to making commercially reasonable efforts to do the following:

- Only use information obtained from or about you as described in this agreement;
- From time to time, commission the services of third parties to verify that this program is keeping its privacy commitments to you; and
- Provide customer support when you experience problems with this program, on the condition that you provide requested information about the problems experienced and the conditions of your computer environment, and agree to take reasonable efforts to follow the instructions supplied by our support staff.

#### **What are the other legal terms and conditions of participating in this program?**

**Governing Law:** You agree that any dispute or claim arising out of this program or agreement shall be settled by binding arbitration in Fairfax County, Virginia under the American Arbitration Association Rules. The proceedings shall be conducted and all evidence shall be offered in the English language. Regardless of any law to the contrary, any claim against us must be filed within one year of the time such claim arose, otherwise such claim will be barred forever. We agree that regardless of any law to the contrary, that the arbitrator shall have no authority to award, punitive or exemplary damages against any party to this agreement.

Notwithstanding the above, we may apply to any court of competent jurisdiction for a temporary restraining order or other interim relief, as necessary without breach of this agreement and without abridgment of the powers of the arbitrator.

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS AND SUCH LAW SHALL BE APPLIED BY THE ARBITRATOR TO THE MERITS OF ANY DISPUTE OR CLAIM. FOR ANY NON-ARBITRAL ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS PROGRAM OR THIS AGREEMENT, SOLE AND EXCLUSIVE JURISDICTION SHALL RESIDE WITH THE APPROPRIATE STATE COURT LOCATED IN FAIRFAX COUNTY, VIRGINIA OR FEDERAL COURT LOCATED IN ALEXANDRIA, VIRGINIA.

While this program is available on the Internet to international users, the program is and remains a U.S. offering and all use of the information collected is and shall remain subject to U.S. law and practice. International users must take this into account and should consult their local laws and independently determine whether participation is desired given these facts.

**Third Party Rights:** This agreement shall not create any rights or remedies in any parties other than VoiceFive Networks, its Partners and you and no person shall assert any rights as a third party beneficiary under this agreement.

**Assignment:** You may not assign this agreement or any rights or obligations under this agreement without our prior written approval.

**Waiver:** The failure of us to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.

**Severability:** If any provision of this agreement is held to be unenforceable, such provision shall be

reformed only to the extent necessary to make it enforceable. In any event, the remaining provisions shall be enforced.

**Indemnity:** You agree to defend, indemnify and hold our company and our affiliates, officers, directors, and employees, and customers harmless from and against any and all claims, losses, damages, liabilities and costs including without limitation, reasonable attorney's fees, arising out of or relating to your breach of this Agreement or misuse of this program.

**Disclaimers of Warranty:** YOU ACKNOWLEDGE THAT THIS PROGRAM AND ALL SOFTWARE, CHANGES TO YOUR COMPUTER, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE AS PART OF THIS PROGRAM ARE PROVIDED 'AS IS.' OUR COMPANY, ITS SERVICE PROVIDERS AND AFFILIATES, AND ITS PARTNERS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

UNDER NO CIRCUMSTANCES WILL OUR COMPANY, ITS SERVICE PROVIDERS OR AFFILIATES, OR ITS PARTNERS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES RESULTING IN ANY WAY FROM THIS PROGRAM. THE TERMS OF THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT. IN JURISDICTIONS WHICH RESTRICT LIMITATION OF LIABILITY OR DISCLAIMER OF WARRANTY PROVISIONS, OUR COMPANY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**Third Party Products and Services:** We neither endorse nor accept responsibility for any third party materials accessed through the Internet.

**ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement with you with respect to the subject matter contained in the Agreement.

This Agreement is effective as of March 10, 2010.

**Whom can I contact if I have additional questions?**

The program sponsor is VoiceFive Networks, Inc., a Delaware, U.S.A. corporation. If you have any questions about the above Privacy Statement & User License Agreement, our practices or your interactions with this site and this program, you may contact the program sponsor at:

privacy@voicefive.com  
Privacy Office  
11950 Democracy Drive  
Suite 600  
Reston, VA 20190

L/P 1010