

## Action Economics Data Client Terms of Use Agreement

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5. Terms: plus processing fee to be paid by check or wire transfer.
6. Data: 26 US Economic indicators (see Exhibit A), survey medians, as first reporteds, revisions, and survey detail (see Exhibit B) from start of recording same information at Action Economics, approximately 8 years of data, beginning in mid-2004 and continuing to most recent indicator release prior to receipt of payment. Data to be delivered via email attachment in Excel format after receipt of payment.
7. License Limitations: Data may be used by Subscriber's users as defined in Section 2 above.
8. Subscriber can, but shall not be obligated to purchase updates of Data described in 6. Above on an annual basis for the fee of [Text Deleted] update.

IN WITNESS WHEREOF, the parties hereto, each acting with proper authority, have executed this Agreement as of the day, month and year first above written.

Name (signature) — [Text Deleted]

Name (please print)

[Text Deleted]

Title: Head of Acquisitions

Action Economics

Company or Academic Institution:  
Telephone:

Date: 9/19/12

Date:

9/19/12

**List of Indicators:**

**Business Inventories**  
**Capacity Utilization**  
**Consumer Confidence**  
**Construction Spending**  
**Consumer Price Index**  
**Consumer Credit**  
**Durable Goods Orders**  
**Factory Orders**  
**Average Fed Funds Rate**  
**GDP Advance**  
**GDP Final**  
**GDP Preliminary**  
**Housing Starts**  
**Initial Unemployment Claims**  
**Industrial Production**  
**Leading Economic Indicators**  
**National Association of Purchasing Managers**  
**Nonfarm Payroll Employment**  
**New Home Sales**  
**Personal Consumption Expenditures**  
**Personal Income**  
**Producer Price Index**  
**Retail Sales**  
**Retail Sales excluding Auto**  
**Trade Balance**  
**Treasury Budget**