

Media Database Service Appendix – last updated: 28 June 2024

This Media Database Service Appendix (“Appendix”) supplements the existing agreement in place between the parties (“Master Subscription Agreement”). Capitalized terms used but not defined in this Appendix have the meanings given in the Master Subscription Agreement. In the event of any conflict between this Appendix and the Master Subscription Agreement, this Appendix prevails.

1. Definitions

For the purposes of this Appendix, references to “Services” in the Master Subscription Agreement refer to the Platform (defined below).

“Platform” means the on-demand relationship management and communications technology and services that Supplier provides to Customer.

2. Service terms

2.1. License. Supplier grants to Customer a non-exclusive, revocable, non-transferable, non-sublicensable license to use the Supplier Data during the Term to create and download lists of media outlet data, distribute communications via the Platform, and attach its notes to Supplier Data. Users may integrate their email account into the Platform to view email correspondences sent outside the Platform with contacts found in the Supplier Data. If a User authorizes such integration, Supplier or its third-party service providers will search, index and copy email messages from an integrated email account, and store and display those email messages within the Platform for Customer’s use.

2.2. Restrictions. Customer will not: (a) remove any proprietary notices, graphics or text contained in the Supplier Data; (b) make the Supplier Data available to non-Users; or (c) incorporate or use the Supplier Data in any resale process, including a press release distribution service; or (d) use the Supplier Data to train, develop, enhance, or contribute to any generative artificial intelligence models, machine learning models, or any form of algorithmic or software-based artificial intelligence systems, without obtaining prior written consent from Supplier.

2.3 Privacy notices. If Customer processes Supplier Data containing personal data, Customer is responsible for providing appropriate privacy notices to data subjects, including naming Supplier as a source of personal data.

2.4. Responsibility. Customer will comply with the X, formerly Twitter, Terms of Service, usually at <https://twitter.com/tos>, and the YouTube Terms of Service, usually at <https://www.youtube.com/t/terms>, the Meta, formerly Facebook, Terms of Service, usually at <https://www.facebook.com/terms.php>, the Whatsapp Business Solution Terms, usually at <https://www.whatsapp.com/legal/business-solution-terms/>, and the Reddit User Agreement, usually at <https://www.redditinc.com/policies/user-agreement>, as applicable, or such other terms that Customer has entered into with an applicable social data provider directly. Further, if a third-party content provider requires use case approval, Customer will not use such third-party content until Customer’s use case has been approved in writing and notified to Customer. Further, Customer’s continued use of the approved third-party content is subject to any changes or revocations of approval by the third-party content provider. Customer agrees to cease use of third-party content immediately if prior approval is subsequently modified, suspended, or revoked.

2.5. User protection. Customer will not: (a) knowingly display, distribute, or otherwise make Supplier Data available to any person or entity that it reasonably believes may use Supplier Data in a manner that would have the potential to be inconsistent with that individual’s reasonable expectations of privacy; (b) conduct research or analysis that isolates a small group of individuals or any single individual for unlawful or discriminatory purposes; (c) use Supplier Data to target, segment, or profile any individual based on health, negative financial status or condition, political affiliation or beliefs, racial or ethnic origin, religious or philosophical affiliation or beliefs, sex life or sexual orientation, trade union membership, data relating to any alleged or actual commission of a crime, or any other sensitive categories of personal information

prohibited by Applicable Law; (d) without Supplier's prior written consent, but subject to Applicable Law, display, distribute, or otherwise make Supplier Data available to any member of the US intelligence community or any other government or public-sector entity.

2.6. Removal of Supplier Data. Under Applicable Law a data subject may require Supplier to remove personal data from Supplier Data. If Supplier is aware that Customer has downloaded such personal data, Supplier will notify Customer of the impacted Supplier Data that requires removal and Customer will promptly remove such data from its systems.

2.7. Availability. The Platform will maintain an average availability of no less than 99.5%, as measured on a monthly basis, excluding downtime caused by (1) scheduled maintenance performed between the hours of 12:00 AM and 6:00 AM Eastern time; (2) emergency maintenance; and (3) force majeure. Access to the Platform may be available during scheduled maintenance periods, but performance may be slower than normal.

2.8. Support. Customer will have unlimited access to Supplier's online product support center.

2.9. Customer Data Availability. Customer may export Customer Data during the Term. After expiry of this Agreement or deprecation of an affected legacy platform, Supplier will have no obligation to store Customer Data, and Supplier will delete all copies of such data in the ordinary course of business, unless legally prohibited.

2.10. Disclaimers. Supplier does not maintain or control and is not responsible for third-party content or the links to other websites that may be made available via the Services or within Reports, which are, at all times, subject to the terms and policies of the third-party content provider. Supplier Data is provided "as is", exclusive of any express or implied warranties. Third-party sources may choose at any time to modify applicable restrictions or prohibit their content, features, or functionality from being accessed under this Agreement. If a third-party ceases to make its content, features, or functionality available, Supplier disclaims all liability for the unavailability of such content, features, and functionality.

2.11. Updates. This Appendix may be updated periodically to cover product or technical developments, changes to law, or to include terms that content suppliers require. Notification of material changes will be delivered as required by law. Subject to the foregoing, continued use of these Services will constitute acceptance of these terms.