

Monitoring Services Appendix – last updated: 28 June 2024

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

1. Definitions

“**Indemnitees**” for the purposes of this Appendix has the definition set out in the Master Agreement and includes Supplier’s third-party content providers.

“**Reports**” means Services that are delivered to Customer in the form of analytic reports.

“**Services**” means the listening, monitoring and analysis services that Supplier provides to Customer.

“**Supplier Data**” for the purposes of this Appendix has the definition set out in the Master Agreement and excludes Reports.

2. Service terms

2.1. Responsibility. Customer will comply with the X, formerly Twitter, Terms of Service, usually at <https://twitter.com/tos>, 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.

2.2. 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.

2.3. Destruction, Removal and Correction of Supplier Data. Supplier may be required to remove or correct Supplier Data. In such cases, Supplier will notify Customer of the impacted Supplier Data that requires removal or correction, and Customer will promptly remove or correct such data from its systems. Upon termination or expiration of Customer’s Agreement, Customer shall delete or destroy all Supplier Data that it has obtained, excluding Reports, and it shall certify to Supplier that such deletion and destruction has been completed.

2.4. Restrictions. Customer will not use the Supplier Data: (a) as evidence in legal proceedings, in political activities or for any public display including, but not limited to, marketing, advertising, endorsement, publicity, and educational exhibition, or (b) 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. 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. Fees. Fees may be based on the parties' agreed estimate of Customer's usage. Supplier may conduct audits to determine Customer's actual volume. If Customer's audited volume exceeds the agreed estimate, Supplier will cease providing Supplier Data above such estimate.

2.6. Supplier Data license. Supplier grants to Customer a worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free, license to use, download, copy, or otherwise remove Supplier Data from Supplier's systems, solely for Customer's internal business purposes during the Term.

2.7. Customer Data license. Customer grants to Supplier a non-exclusive, royalty-free license to process Customer Data for the purposes of providing the Services during the Term.

2.8. Availability. The Services 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 (as defined in the Master Agreement). Access to the Services may be available during scheduled maintenance periods, but performance may be slower than normal.

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

2.11. 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.

2.12. Customer's indemnity. Customer will indemnify Supplier's Indemnitees against Losses arising out of a third-party Claim by a content source against Supplier arising from Customer's use of such third-party's content, which indemnity shall survive termination.

2.13. 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.

3. Broadcast Services terms

This Section 3 sets out additional terms applicable to broadcast media Services ("Broadcast Services") and Supplier Data provided through the Broadcast Services ("Broadcast Content").

3.1. Acceptable use. Customer and Users may: (a) search for and retrieve video and audio streams; (b) edit clips for storage on, and retrieval from, the third-party provider's servers via the tools provided; (c) use the Broadcast Content only for Customer's internal, professional use and the purposes of private, non-commercial criticism, comment, news reporting, teaching, scholarship, or research; (d) distribute the Broadcast Content only within Customer's organization in digital copy or link distribution through e-mail, as permitted by the third party's software; (e) not publicly distribute, broadcast, transfer, display, or otherwise publicly exhibit any part of the Broadcast Content by any means, including posting clips to an intranet; (f) not resell, redistribute, download, or store Broadcast Content, other than as permitted in this Section; and (g) not create derivative works from, copy and paste links, resell, reverse engineer or otherwise redistribute to third parties the Broadcast Content or the third party's software. Customer and Users must use best efforts to prevent unauthorized copying or distribution of the Broadcast Content. Notwithstanding the foregoing, certain download or streaming

functionality may not be available if such functionality is or becomes restricted by the third-party provider of such Broadcast Content or by law or regulation.

4. LexisNexis Content terms

This Section 4 sets out additional terms applicable to LexisNexis content accessed via the Services ("LexisNexis Content").

4.1. LN Terms. LexisNexis Content is provided for media monitoring and evaluation purposes only and is subject to the LexisNexis General Terms and Conditions for Use of the LexisNexis Services, usually at <http://www.lexisnexis.com/terms/general.aspx> or such other terms that Customer has entered into with LexisNexis directly ("LN Terms").

4.2. Direct Relationship. The LN Terms constitute and form a separate binding agreement between LexisNexis, a division of RELX Inc. ("LexisNexis") and Customer, and LexisNexis has the right to assert and enforce this Agreement, including the LN Terms, directly on its own behalf. LexisNexis' consent to the terms of this Agreement shall be evidenced by providing Customer with the means to access LexisNexis Content.

4.3. Web Materials. LexisNexis expressly disclaims any and all liability with regard to Customer's access to and use of any materials retrieved from third party websites ("Web Materials") by and through LexisNexis Content. LexisNexis has not entered into a licensing agreement or linking agreement with the owners of the websites that provide Web Materials and makes no representation that it has the right to sublicense access to the Web Materials to Customer. Customer's use of the Web Materials including any distribution or redistribution thereof is solely at its own risk. Customer will indemnify and hold LexisNexis and its affiliates and its and their employees, officers, and directors (the "LN Covered Parties") harmless from any loss or damage suffered by the LN Covered Parties as a result of a third-party claim brought against the LN Covered Parties as a result of Customer's use of Web Materials.

4.4. Independent Parties. LexisNexis and Supplier are independent entities, and neither is acting on behalf of, or has any right to bind the other for any purpose or in any way. LexisNexis shall not be responsible for any actions, operations, or business of Supplier, including, without limitation, errors or omissions that may be introduced into LexisNexis Content by Supplier. Customer agrees that it will not make any claim or take any action against LexisNexis for or in connection with the actions, activities, negligence, operations, or business of Supplier.

4.5. Authorized Readers. Customer may publish or distribute LexisNexis Content internally to up to 25 recipients per month that are not licensed Users of Supplier's platform, provided that if Customer shares LexisNexis Content with more than 25 recipients per month, it will be subject to additional usage fees as estimated on Customer's Order. For purposes of this paragraph, "internal" includes Customer and its affiliates.

5. Canadian Content terms

This Section 5 sets out additional terms applicable to Supplier Data sourced from Canada ("Canadian Content") accessed via the Services.

5.1. Canadian Content. Any Canadian Content is subject to the terms usually at <http://cnw.en.mediaroom.com/cnw-content-licensing-terms>.

6. UK Users

This Section 6 sets out additional terms applicable to content from the Newspaper Licensing Agency ("NLA") or Copyright Licensing Agency ("CLA") accessed via the Services by Users in the UK ("NLA or CLA Content").

6.1. NLA and CLA Content. If Customer provides Users in the UK with access to content from the NLA or CLA, then Customer will: (a) obtain a license for any NLA or CLA Content accessed using the Services directly from the NLA or CLA as applicable for such UK Users; (b) unless licensed by the

NLA or CLA, not further reproduce, copy, distribute, display, sell, publish, broadcast, circulate, deliver or transmit NLA or CLA Content either internally or to any third party (with the exception of licensed Public Relations Consultancies and/or Trade/Professional Associations) so as to infringe the intellectual property rights vested in the NLA or CLA, as applicable; (c) not remove, conceal or alter any copyright notices contained on or within the NLA or CLA Content as accessed or delivered; (d) not store NLA or CLA Content in electronic form as part of any library or archive of information other than within the Services; and (e) provide a statement when requested by Supplier setting out the number of permitted Users within Customer's organization in the UK.

7. French Content terms

This Section 7 sets out additional terms applicable to Supplier Data sourced from France ("French Content") accessed via the Services.

Any French Content is subject to the terms available at <https://www.cision.com/legal/service-appendices/french-content-services-appendix/>.

8. Dow Jones Content terms

This Section 8 sets out additional terms applicable to Supplier Data sourced from Dow Jones ("Dow Jones Content") accessed via the Services.

Any Dow Jones Content is subject to the terms available at <https://www.cision.com/legal/service-appendices/monitoring-services-appendix/dowjones/>.

9. New York Times Content terms

This Section 9 sets out additional terms applicable to Supplier Data sourced from The New York Times ("New York Times Content") accessed via the Services.

9.1 New York Times Content. Customer and Users will not: (a) distribute New York Times Content outside of Customer's organization; (b) edit, display, exhibit, perform, publicly display or post New York Times Content; (c) modify or remove any attribution or notices from any New York Times Content; and (d) use New York Times Content in advertising, marketing or publicity materials. Customer and Users acknowledge and agree that use of New York Times Content is limited to viewing on User's computer or other device.

10. Reports

10.1. Use of Reports. Reports may include data from third-party sources, Supplier's analysis of third-party sources, and excerpts, summaries of, and/or links to third-party sources. For the avoidance of doubt, Supplier will not translate full articles nor distribute the full text of articles to Customer unless licensed to provide such content. Supplier grants to Customer a non-exclusive, limited license to use, reproduce, display, perform, distribute copies of, and prepare derivative works of the Reports for use solely within the Customer's organization in connection with its ordinary course of business. Customer agrees that it will not publish, sell, distribute, or provide, in full or part, the Reports to any third party without the prior written consent of Supplier, and in no event may Customer publish, sell, distribute, copy, or reproduce, in full or part, any content from third-party sources contained in a Report or otherwise provided to Customer by Supplier. Customer agrees that (i) Supplier owns the content it contributes to the Reports, (ii) Supplier may re-use its standard Report formats and templates for other customers, and (iii) Reports generally contain summaries and analysis of content from third-party sources, which content remains subject to the copyrights of the underlying author.