

MultiVu Service Appendix – last updated: 2 August 2021

This MultiVu Service Appendix (“Appendix”) supplements the existing Master Subscription 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 will prevail. Supplier’s confidentiality and indemnification obligations as set forth in the Master Agreement do not apply to the MultiVu Services (as defined below). The corresponding obligations applicable thereto are only as described in this Appendix.

1. Definitions

For the purposes of this Appendix, references to “Services” in the Master Agreement refer to the MultiVu Services (defined below) and references to “Customer Data” in the Master Agreement refer to Customer Materials (defined below).

“**Assignment Photography Services**” means photography services provided by Supplier.

“**Customer Materials**” means materials Customer makes available to Supplier for the purpose of Supplier providing the MultiVu Services.

“**Media Placement Services**” means services provided by Supplier to purchase paid media placements, whether in print, online, television, radio or other media.

“**Media Tour Services**” means radio or satellite media tour services provided by Supplier.

“**MultiVu Services**” means Media Tour Services, Production Services, Media Placement Services, Webcasting Service, Assignment Photography Services and any other services provided pursuant to this Appendix to complete a Project as described in an Order.

“**Production Services**” means audio, video or website production services provided by Supplier.

“**Project**” means any one or more MultiVu projects described in an Order.

“**Webcasting Services**” means webcasting communications services provided through Supplier.

2. MultiVu Services.

2.1 **MultiVu Services.** Supplier will provide the MultiVu Services and Project described in an approved Order.

2.2 **Cooperation.** Customer acknowledges that the successful and timely rendering of the MultiVu Services and the successful production of the Project will require the good faith cooperation of Customer. Accordingly, Customer will fully cooperate with Supplier, including, without limitation, by (a) providing Supplier with all information reasonably necessary to the Supplier’s performance; (b) providing at least one employee or consultant of Customer who shall have substantial relevant experience, to act as a Customer contact in connection with the development of the Project; and (c) providing timely review of materials submitted by Supplier.

2.3 **Customer Responsibilities.** Customer is responsible for the content and accuracy of all Customer Materials, even if Supplier has reviewed or edited such Customer Materials. Customer agrees that the Project will not contain any material that: (i) is obscene, libelous, slanderous or defamatory; (ii) is untrue, misleading or not supported by adequate substantiation; or (iii) violates any third-party intellectual property right or applicable law. Customer warrants that it has the right, title and interest to submit the Customer Materials to Supplier for the purposes of the MultiVu Services and that it has obtained in connection with the Customer Materials any and all third-party rights, clearances and licenses as required for Supplier to perform the MultiVu Services. These rights include the use of any copyrighted or

trademarked materials and the use of any names, personas, likenesses or biographical materials and for the payment of any fees or royalties in connection therewith. Customer will indemnify Supplier and its third-party distributors against any claims arising out of: (i) Customer Materials; (ii) any materials that Supplier creates for Customer and which Customer approves before its publication, broadcast or distribution; or (iii) the use of Customer's products or services;

2.4 **Rights Reserved.** Supplier reserves the right, in its sole discretion and upon notice to Customer, to reject any Customer Materials and to suspend any Project in the event it reasonably believes that such Customer Materials or Project will breach any of the representations above or otherwise result in liability to Supplier.

3. **Media Tour Services.**

3.1 **Media Tour.** As part of the Media Tour Services, Supplier will create a media advisory and schedule interviews with media stations. Unless otherwise stated in the Order, Customer will be responsible for (i) providing the messaging for the media tour talking points and (ii) providing one or more representatives of Customer for the interviews. Supplier will provide production of the interviews on the agreed-to date of the media tour. Unless otherwise stated on the Order, Supplier does not guarantee that any specific station will be included in the Media Tour nor any level of impressions.

3.2 **Breaking News.** If breaking news interrupts the planned transmission causing extensive station cancellations, Supplier will notify Customer of such event and its anticipated effect on the booked interviews. In the event of such a notification from Supplier, Customer may: (i) agree with Supplier to reschedule the affected Media Tour Services (subject to the cancellation charges described in the Order); or (ii) cancel the affected media tour. Supplier is not responsible for individual station cancellations on the date of the media tour. Supplier is not obligated under any circumstances to pro-rate the costs of cancelled interviews. The final determination to broadcast any portion of the interview or associated B-roll rests solely with the individual stations.

3.3 **License.** As between Supplier and Customer, Customer is the sole owner of all Customer Materials. Customer hereby grants to Supplier and its third-party distribution partners a license to the Customer Materials to perform the Media Tour Services. Supplier may provide Customer with its recording of the interviews upon request. Copyright to station broadcasts belongs to each such station and any reuse of such recordings must be licensed from the station.

4. **Production Services.**

4.1 **Ownership.** As between Supplier and Customer, Customer is the sole owner of all Customer Materials. Customer hereby grants to Supplier a license to the Customer Materials to perform the Production Services. The final deliverables when paid for by Customer shall be considered work made for hire and shall be owned by Customer. Supplier shall reasonably cooperate with Customer to perfect any copyrights relating to the final deliverables; provided, however, it is understood and agreed that Supplier shall have no obligation to file any copyright registrations related thereto nor shall it be responsible for any related costs.

4.2 **Background Materials.** All materials other than the final deliverables shall belong exclusively to Supplier (except that Supplier shall not have any license to use Customer's name or trademarks in connection with such non-final materials). In no event shall Customer have any title or right to any of the following: any materials, software, processes or procedures used, created or developed by Supplier prior to the date of this Agreement or used, created or developed at any time for the general conduct of its business, including, without limitation, tools, code (including object or source code), software development tools, or specialized database and software applications by or for Supplier and any enhancements, modification or derivatives of the foregoing, all of which shall be Supplier's sole and exclusive property ("Background Materials"). To the extent that any Background Materials are included in any deliverable, Supplier hereby grants Customer a royalty-free, perpetual and non-exclusive license to use such Background Materials solely as embodied in such deliverable.

4.3 **Third-Party Materials.** To the extent that any materials licensed from third parties are included in a deliverable (“Third-Party Materials”), such as stock photography or music, Customer shall not own such Third-Party Materials and Customer’s rights shall be subject to the rights of such third parties. Customer agrees to comply with all license restrictions and other applicable terms of any third-party agreement applicable to the Third-Party Materials identified by Supplier and shall be solely responsible for any payments owing to such third parties in the event Customer reuses any Third-Party Materials outside of such license restrictions.

5. **Media Placement Services.**

5.1 **Media Placement Services.** The Media Placement Services are Resold Services by Supplier from one or more vendors and subject to such vendors’ terms. Customer may request that Supplier execute an insertion order or other agreement(s) to purchase media placements. Supplier will make commercially reasonable efforts to notify Customer if inventory specified in an Order is not available. Supplier is not responsible in the event that a media company fails to run the media placement properly. In such event, Supplier and Customer will discuss alternative arrangements in good faith.

6. **Webcasting Services.**

6.1 **Webcasting Services.** The Webcasting Services are Resold Services by Supplier from one or more vendors and subject to such vendors’ terms.

7. **Assignment Photography**

7.1 **License.** Rights to the photos produced through the Assignment Photography Services are defined in the applicable Order.