

Monitoring Services Appendix – last updated: 12 April 2022

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 Twitter Terms of Service, usually at <https://twitter.com/tos>, and the YouTube Terms of Service, usually at <https://www.youtube.com/t/terms>.

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 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.

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, royalty-free, license to use, download, copy, or otherwise remove Supplier Data from Supplier’s systems, solely for Customer’s internal business purposes.

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.

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

2.10. Disclaimers. Supplier does not maintain or control third-party content or the content of other websites that may be made available via the Services or within Reports and Supplier is not responsible for the same. 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 from being accessed under this Agreement.

2.11. 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.

2.12. Agency Customers. If Customer is an advertising or public relations agency, Customer may use the Services on behalf of a designated client of Customer, only in accordance with this Agreement, and Customer must flow down to its client any restrictions regarding the use of Reports or of the third-party source set forth in the Agreement.

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.

4. LexisNexis Content terms

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

4.1. LexisNexis Content. Any LexisNexis Content is subject to the LexisNexis Terms and Conditions, usually at <http://www.lexisnexis.com/terms/general.aspx> or such other terms that Customer has entered into with LexisNexis directly.

4.2. Quickshare. If Customer subscribes to Quickshare, Customer may publish or distribute LexisNexis Content internally to the number of recipients listed on the Order through daily newsletters, email transmission, and/or through Customer's intranet. 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. Reports

8.1. 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.