

Media Database Service Appendix – last updated: 15 September 2021

This Media Database Service 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

For the purposes of this Appendix, references to “Services” in the Master 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 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.

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

2.5. 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. A licensor or Applicable Law may require Supplier to remove personal data within any Supplier Data. In such cases, Supplier will notify Customer of the impacted Supplier Data that requires removal and Customer will promptly remove such data from its systems, whether during or after the Term.

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.