

1. Definitions

"Affiliates" means with respect to a party, the entities within its corporate group that are under common control.

"Agreement" means these terms and conditions, any service appendices attached to an Order, and any Order.

"Applicable Law" means any legally binding obligation on a party, including statutes, rules, regulations, codes, or any other binding requirement.

"Claim" means any claim, action, suit, dispute, or proceeding.

"Confidential Information" means any information that a party discloses to the other party that is marked as confidential or that a reasonable person would understand to be confidential (including trade secrets).

"Customer" means the party identified as the customer on an Order.

"Customer Data" means data that Customer makes available to Supplier for the purpose of Supplier processing that data on Customer's behalf.

"Indemnitees" means with respect to a party, that party, its Affiliates, and its own and its Affiliates' own directors, officers, employees, agents, and other representatives.

"Losses" means any losses, damages, liabilities, awards, and costs (including court costs and reasonable attorneys' fees) related to a Claim.

"Order" means an ordering document that sets out the products or services that Supplier or a third party is to provide to Customer.

"Services" means the services that Supplier provides to Customer as set out on an Order.

"Supplier", "we" "us", or "our" means the selling party on an Order.

"Supplier Data" means any data in Supplier's platform that Supplier uses in providing the Services, excluding Customer Data.

"Term" is defined in section 6.

"Resold Services" means the products or services that a third party is to provide to Customer as set out on an Order.

"User" means an individual that Customer (directly or indirectly) has authorised to use the Services and/or the Resold Services.

2. Services

2.1. **Services:** This Agreement sets out the terms of the contract between Customer and Supplier and the Services that Supplier provides, including any Supplier Data that Customer accesses.

2.2. **Responsibility:** During the Term, Supplier will: (a) provide the Services with reasonable skill and care; (b) not make a material adverse change to the functionality of the Services; (c) provide the Services in material accordance with any descriptions of the Services on an Order; (d) process any personal data in accordance with the Data Processing Addendum available at <https://www.cision.com/legal/customerdpa>; and (e) comply with Applicable Law.

2.3. **Resold Services:** Where an Order specifies Services and Resold Services: (a) Supplier will provide Services to Customer subject to the terms of this Agreement; and (b) the third party will provide Resold Services to Customer subject to the third party's terms stated in the Order. Supplier is only responsible for its own Services and not any Resold Services.

3. Use of the Services

3.1. **Responsibility:** Customer: (a) is responsible for its compliance with this Agreement and will ensure that each User complies with the terms of this Agreement as if that User were Customer; (b) has the right, title, permissions, and interest in the Customer Data to make it available to Supplier for processing; (c) will comply with Applicable Law; (d) is responsible for any business decisions made on the basis of information derived from using the Services.

3.2. **Restrictions:** Customer will not: (a) sell, resell, license, sublicense, distribute, or otherwise make the Services (or the results of the Services, including Supplier Data) available to anybody other than its Users for their own internal use, unless stated otherwise on an Order; (b) subject to Applicable Law, attempt to reverse-compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form any part of the Services; (c) use the Services or any Supplier Data in a manner that violates Applicable Law, including Applicable Law about data protection, privacy, or information security; or (d) interfere with or disrupt the performance of the Services, including spamming, hacking, and violating Supplier's API rate limits.

3.3. **Password protection:** Each party will use reasonable efforts to ensure that any User IDs and passwords to use Services are kept confidential. Subject to Applicable Law, each party will promptly notify the other party upon discovery if the security of a User ID or password may be or is compromised.

4. Fees

4.1. **Fees:** Customer will pay Supplier the fees for the Services and any Resold Services set out in an Order. The fees for the Services are exclusive of legally applicable taxes, levies, duties, or similar governmental assessments, including goods and services, value-added, withholding, and sales taxes. Customer will provide Supplier with the information it reasonably requires to send an invoice. All fees are invoiced annually in advance, and are non-cancellable and non-refundable unless stated otherwise on an Order or in these terms and conditions.

5. Confidential Information and intellectual property

5.1. **Confidential Information:** Confidential Information does not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (b) the receiving party knew prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party; (c) a third party made available to the receiving party without breach of any obligation owed to the disclosing party; or (d) the receiving party independently developed.

5.2. **Keep in confidence:** The receiving party will keep the Confidential Information of the disclosing party confidential using the same degree of care that it uses to protect its own confidential information of like kind (but not less than reasonable care). Upon termination, each party shall delete or destroy the other party's Confidential Information, unless deletion or destruction is not legally permitted, in which case the Confidential Information shall continue to be protected for seven (7) years after the end of the Term; provided that any disclosed trade secrets will remain confidential until they are no longer trade secrets. The receiving party will only use the disclosing party's Confidential Information for performing its obligations under this Agreement or using the Services. Nothing in this section 5 prevents the receiving party from disclosing the disclosing party's Confidential Information: (a) to its Affiliates, data licensors, third party vendors, legal advisers, accountants, potential investors, or other professional advisers who have a need to know such information (collectively, "**Permitted Recipients**"), provided that the receiving party remains responsible for its obligations and for the Permitted Recipients' use and disclosure of the Confidential Information; or (b) if

required to disclose it under Applicable Law, provided that the receiving party will inform the disclosing party of the disclosure requirement, if legally permitted, as soon as reasonably practicable.

5.3. Intellectual property rights: Supplier or its licensors owns all intellectual property rights in the Services and the Supplier Data. Customer owns all intellectual property rights in the Customer Data. Except as set out in an applicable service appendix, Customer is not granted any rights to Supplier's intellectual property rights.

5.4. Injunctive relief: A breach of this section 5 may cause substantial and irreparable damage. If either party breaches or threatens to breach this section 5, the disclosing party will have the right to seek injunctive and equitable relief in addition to any other remedies available to it.

5.5. User feedback: Supplier may use, incorporate into the Services, or otherwise exploit any suggestion, feature request, recommendation, correction, or other feedback ("**Feedback**") that Customer or its Users provide related to the use of the Services.

6. Term and termination

6.1. Term: This Agreement begins when it is signed by the parties or agreed to via an Order, whichever is earlier, and it continues until all Orders have expired or been terminated in accordance with the terms of this Agreement ("**Term**").

6.2. Mutual termination: A party may terminate this Agreement at any time on written notice to the other party if: (a) the other party is in material breach and, if remediable, the breach is not remedied within 30 days of being notified in writing of the breach; or (b) the other party begins insolvency proceedings, becomes the subject of a petition in liquidation, or any other proceeding relating to insolvency, liquidation, bankruptcy, or assignment for the benefit of creditors (including similar proceedings under Applicable Law); or (c) the other party makes an arrangement with its creditors related to concerns about insolvency (including similar proceedings under Applicable Law).

6.3. Suspension of Services: Supplier may suspend Services if: (a) Customer fails to pay an undisputed invoice within ten (10) days after Supplier gives Customer notice of such failure (which may be by email or telephone); (b) Customer's use of the Services violates Applicable Law; or (c) Customer's use of the Services breaches this Agreement and threatens the integrity of Supplier's platform.

6.4. Accrued rights and survival: A party's accrued rights and liabilities are not impacted by termination of this Agreement. Sections 1, 3.2, 4, 5, 6, 7 and 9 survive termination of this Agreement. At termination or expiration, all licenses granted by either party shall terminate.

7. Limitations of liability

7.1 Limitation of liability. Subject to the exclusions in section 7.2, each party's aggregate liability for Losses that either party may suffer as a direct and reasonably foreseeable result of a party's breach under this Agreement, regardless of the cause of action, will be limited to the amounts payable by Customer under this Agreement as shown in the table below:

Fees* for the Services in 12 months preceding date of Claim *USD or local equivalent	Liability cap
Less than \$100,000	110% of the fees for Services
\$100,001 - \$1,000,000	Two times the fees for Services
\$1,000,001 or greater	Three times the fees for Services

7.2 Exclusions.

- (a) Nothing in this Agreement will exclude or limit a party's responsibility for Losses that cannot be excluded or limited under Applicable Law (including fraud, wilful misconduct, or gross negligence), or that arise from indemnification obligations set out in this Agreement. If this Agreement is governed by German law, then the Losses that cannot be excluded or limited under Applicable Law are fraud, wilful misconduct, gross negligence, or damages resulting from death, physical injury, breach of cardinal duties or damages to a person's health.
- (b) Neither party will have liability for any consequential, incidental, special, punitive, exemplary, or indirect damages, including loss of anticipated profits, loss of revenue, economic loss, costs of procurement of substitute goods or services, loss of use of equipment, or interruption of business, regardless of cause of action, and even if a party has been advised of the possibility of such damages.
- (c) Notwithstanding section 7.1, Customer is responsible for all legal fees and collection costs incurred in connection with collection of the Fees.

7.3 Disclaimers. Except as expressly stated in sections 2.2 and 3.1, all other warranties, conditions, and representations, whether express or implied, are excluded, subject to Applicable Law. Supplier makes no warranty that the Services will be uninterrupted or error-free.

8. Indemnity

8.1. Supplier's indemnity: Supplier will indemnify Customer's Indemnitees against Losses arising out of a third-party Claim against Customer that the Services (excluding third-party content) infringes the intellectual property rights of a third party. The indemnity does not apply if the Claim is based on Customer's use of the Services in violation of its obligations under this Agreement. Where there is an indemnified Claim, Supplier: (i) may secure the right for Customer to continue using the Services; or (ii) replace or modify the Services so that they become non-infringing. If (i) and (ii) are not reasonably available, Supplier may terminate the infringing Services on 30 days' written notice to Customer and provide a pro rata refund of any prepaid fees for the terminated Services that were not provided.

8.2. Customer's indemnity: Customer will indemnify Supplier's Indemnitees against Losses arising out of a third-party Claim against Supplier that Customer Data or Customer's use of the Services infringes or misappropriates the intellectual property rights of a third party.

8.3. Indemnity process: The indemnified party will give the indemnifying party prompt written notice of any Claim and sole control to defend or settle the Claim. The indemnified party will use its commercially reasonable efforts to mitigate its Losses.

9. General

9.1. Privacy: Supplier processes User data in accordance with its Privacy Statement available at https://gdpr.cision.com/dataprivacynotice_customersprospects.

9.2. Rules of interpretation: The words "include" and "including" are deemed to have the words "without limitation" following them; and references to "will" have the same meaning as "shall".

9.3. Force Majeure: Neither party is liable for a breach caused by an event beyond its reasonable control, including a natural disaster, disease outbreak, war, riot, terrorist action, civil commotion, malicious damage, government action, industrial action or dispute, fire, flood, storm, or failure of third party telecommunications services.

9.4. **Publicity:** Except as necessary to perform the Services, neither party will publicly disclose the relationship between the parties or the existence of this Agreement without the other party's prior written consent.

9.5. **Invalidity:** If any term of this Agreement is found invalid, illegal or unenforceable, the rest of the Agreement remains in effect.

9.6. **No waiver:** Either party's delay or failure to enforce a term of the Agreement is not a waiver of that right and does not prevent that party from later enforcing that term or any other term.

9.7. **Notice:** Each party will deliver notices for legal service or material breach in writing and by a courier service or recorded delivery: for Supplier, to its registered office address as set out on an Order; for Customer, to its address as set out in an Order. Any notices for any other matter may be delivered in accordance with the previous sentence or by email. If sent by email, Customer will send the notice to legalnotices@cision.com with Customer's account manager in copy, and Supplier will send the notice to Customer via an email address listed in any Order. Notice sent by recorded delivery is deemed received three business days after posting; email notice is deemed received 24 hours after it is sent.

9.8. **Assignment:** Neither party may assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with this Agreement, or any right, benefit, or interest under it, nor transfer or novate (each an "Assignment") without the other party's prior written consent. Any Assignment without the other party's prior written consent is void. Notwithstanding the previous sentence, either party may make an Assignment without the other party's prior written consent (but with notice to the other party) to a successor pursuant to a merger, acquisition (including of all or materially all assets of a party), change in control, or similar transaction.

9.9. **Anti-bribery:** The parties will: (a) comply with all Applicable Law relating to anti-bribery or anti-corruption; and (b) promptly report to the other party if it receives a request for undue advantage.

9.10. **Entire agreement:** This Agreement is the exclusive statement of agreement and understanding between the parties, and any term or condition stated in a Customer purchase order or portal is void. This Agreement excludes all prior or contemporaneous proposals, understandings, agreements, or representations about its subject matter. Each party agrees that in entering into this Agreement, neither party relies on, and will have no remedy in respect of, any proposal, understanding, agreement, or representation other than as set out in this Agreement. Any waiver, addition, amendment or other modification of this Agreement must be made in writing and signed by both parties.

9.11. **Compliance.** Customer's and its Users use of the Services is subject to compliance with applicable export control and trade sanctions laws, rules and regulations. By using the Services, Customer represents and warrants that neither Customer nor any of its Users: (a) is identified on, or owned or controlled by or acting on behalf of a person identified on, any Canadian, U.S., UK, EU, or other applicable prohibited party list; and (b) is located or resident in a country or territory that is or becomes subject to an embargo by Canada, the U.S., the UK, the EU, or other applicable jurisdictions.

9.12. **Order of priority:** If there is a conflict of this Agreement, the order of priority is: (1) sections 5.3, 7 and 9.10 of these terms and conditions; (2) an Order; (3) any service appendices; and (4) these terms and conditions. The English version of this Agreement prevails over any non-English version.

9.13. **Third party rights:** Other than as set out in sections 8.1 and 8.2, this Agreement does not confer any rights in favour of any person, other than the parties to this Agreement. However, the rights of Indemnitees set out in sections 8.1 and 8.2 may only be enforced by the relevant party to this Agreement.

9.14. **Choice of Language:** The parties confirm that it is their express wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté

exprime que cette convention, de même que tous les documents s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en langue anglaise seulement.

9.15. **Governing law and jurisdiction:** Each party agrees to the applicable governing law and jurisdiction based on Customer's domicile, as follows:

If Customer is domiciled in:	The governing law is:	The courts that have exclusive jurisdiction are in:
Any country or geographic region not listed below	English	England
Australia or New Zealand	New South Wales	Sydney
China (for the purpose of this Agreement, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan)	Chinese	People's Court with jurisdiction at the Supplier's domicile
Countries or geographic regions in Asia or Asia Pacific (excluding China and India)	Singapore	Singapore
Canada	Ontario	Toronto
Denmark	Danish	Copenhagen
France	French	Paris
Germany	German	Berlin
Portugal	Portuguese	Lisbon
Sweden	Swedish	Stockholm
U.S. or Mexico	New York	New York City

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, nonsublicensable 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.

Media Request Service Appendix – last updated: 9 August 2021

This Media Request 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. Sections in the Master Agreement relating to Supplier's confidentiality and indemnification obligations do not apply to the Media Request Services and are only as set out in this Appendix.

1. Definitions

"**Expert**" refers to an individual who responds to a Query.

"**Journalist**" refers to a person or entity who registers with the Media Request Service as a news reporter, blogger, or other media source.

"**Media Request Services**" means Supplier's service linking information sources to Journalists.

"**Query**" refers to a request for information submitted to the Media Request Service by a Journalist.

2. Service terms

2.1 Responsibility. Customer: (a) will contact Journalists only through the channels specified by the Journalist or Supplier; (b) agrees that the Media Request Services and Queries will be used by Users for only Customer's internal business purposes; (c) will not use the Media Request Services to publish, post, or distribute any obscene, or otherwise unlawful material; (d) will not use the Media Request Services to impersonate any third party, or otherwise misrepresent an affiliation with a third party; (e) will not use the Media Request Services to appropriate any idea or concept that is part of a Query; (f) will not respond to a Query with pitches that have little or no relevance to the Query; and (g) will not introduce any malicious code into the Media Request Services. Customer will indemnify Supplier, its corporate affiliates, and its own and its corporate affiliates' own directors, officers, employees, agents, other representatives and third party suppliers, licensors and distributors against losses (including court costs and reasonable attorneys' fees) arising out of a third party claim relating to Customer Data.

2.2. Disclaimer. Supplier does not verify the identity or authenticity of any Journalist and is not responsible for: (a) the content of Queries submitted by a Journalist; (b) for any other act or omission of a Journalist. Supplier is not liable for the deletion, corruption or failure to post, store or forward any messages or other content (including the Queries).

2.3. License. Customer grants to Supplier a worldwide, perpetual, irrevocable, transferable, royaltyfree and sublicensable right and license to copy, store, reproduce, distribute and archive any Customer Data for the purposes of providing the Media Request Services.

2.4. Removal and suspension. Supplier may at any time remove any Customer Data from the Media Request Services or suspend the Media Request Services if Customer has breached this Appendix.

Monitoring Services Appendix – last updated: 1 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.

PR Services Appendix – last updated: 2 August 2021

This PR Services Appendix (“**Appendix**”) supplements the Master Subscription Agreement in place between the parties (“**Master Agreement**”). Capitalised 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. Sections in the Master Agreement relating to Supplier’s confidentiality and indemnification obligations do not apply to the PR Services and are only as set out in this Appendix.

1. Definitions

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

“**Authorized Sender**” means individuals that Customer identified in writing as being authorized to submit and issue Release Content on Customer’s behalf.

“**Customer Materials**” means materials the Customer makes available to Supplier for the purpose of Supplier providing the Services, including Microsite Content, Release Content and Widget Content.

“**Design Elements**” means the Customer’s URL, design branding requirements, Customer’s Marks and any design assets in a Microsite.

“**Distribution Services**” means press release distribution services that Supplier provides to Customer as set out on an Order.

“**Marks**” refers to a party’s logos, trademarks, service marks and other indicia of source.

“**Microsite Content**” means content in any format posted, delivered, uploaded or submitted by Customer or on Customer’s behalf in connection with the Microsite Services in any form, which may include, without limitation, the Design Elements.

“**Microsite Services**” or “**Microsite**” means a microsite that Supplier customises, hosts and maintains for Customer as set out on an Order. The term “Microsite” may refer to an IR Room, CauseRoom, MediaRoom Feed, MediaRoom News Release Archive, MediaRoom or the microsite portion of a Multichannel News Release.

“**PR Services**” means Distribution Services, Microsite Services and Widget Services.

“**Release Content**” means content in any format posted, delivered, uploaded or submitted by Customer or on Customer’s behalf in connection with the Distribution Services in any form.

“**Widget Content**” means: (a) links to filings by Customer with the Securities and Exchange Commission (“SEC”); (b) content provided by Customer or on Customer’s behalf and processed by Supplier for distribution or in connection with the Widget Services; or (c) Customer stock quotes by Customer ticker.

“**Widget Services**” or “**Widget**” means embed code built, hosted and maintained by Supplier as set out on an Order.

2. PR Services terms

2.1. Responsibility. Customer: (a) is responsible for the content and accuracy of all Customer Materials, even if Supplier has reviewed or edited such Customer Materials for Customer; (b) will provide Supplier with assistance as reasonably required for Supplier to perform the PR Services; (c) warrants that it has the right, title and interest to submit the Customer Materials to Supplier for the purpose of the Services and has obtained all third-party clearances, permissions and licences as required for Supplier to perform the Services; (d) agrees that the Customer Materials will not contain any material that: (i) is obscene, libelous, slanderous, defamatory, or otherwise false or misleading; or (ii) violates any third party intellectual property rights or applicable law; and (e) will take commercially reasonable efforts to ensure that the Customer Materials will not contain any malicious code. Customer will indemnify Supplier and its third-party distributors against any claims arising out of the Customer Materials or any breach of this Appendix by Customer.

2.2. Removal and suspension. Supplier may at any time remove any Customer Materials from the Services or suspend the Services if Customer has breached this Appendix.

3. Distribution Services terms

This section 3 sets out additional terms applicable to Distribution Services.

3.1. Authorized Senders. Only Authorized Senders may submit Release Content on Customer's behalf. Customer is responsible for providing Supplier with a current, accurate list of the names of its Authorized Senders, and all related contact information. Customer's failure to update the Authorized Sender list may result in delays in the issuance of Release Content or the issuance of Release Content by a person or persons no longer authorized by Customer.

3.2. Releases. For all Release Content, Customer will provide in writing: (a) the name of the issuer of the Release Content (i.e., not the issuer's agency) to be displayed to the public as the source of the Release Content; and (b) the contact details of the person responsible for responding to enquiries from readers of the Release Content.

3.3. Consent. Customer is responsible for obtaining all consents required in connection with any of its own distribution lists provided to Supplier.

3.4. Acknowledgement. Customer acknowledges that: (a) Supplier's distribution lists may change and, except as otherwise set out on an Order, Supplier does not guarantee distribution of Release Content to any specific distribution point; (b) Supplier does not guarantee that any Release Content will be picked up by any particular website, media outlet or member of the media; (c) once distributed and viewable by the public, Release Content may be publicly accessed, viewed and downloaded in perpetuity; and (d) Supplier has no responsibility or liability for the terms of any social media site to which Release Content is distributed.

3.5. Supplier's rights. Supplier may at any time: (a) reject or refuse distribution of any Release Content; (b) edit Release Content in consultation with Customer; and (c) remove any Release Content from its websites or cease distribution of any Release Content, in each case, if it determines in its reasonable discretion that such Release Content violates its standards for publication or may otherwise result in liability.

3.6 License. By submitting Release Content to Supplier in connection with the Distribution Services, Customer grants to Supplier and its third-party content distributors a worldwide, royalty-free and

perpetual right and license to reproduce, distribute, sublicense, translate, archive and create abridgements of the Release Content.

3.7. Web SEO services. Customer may purchase search engine optimization, tagging services and search engine reports on their press releases. Neither Supplier nor its third-party suppliers or partners will be liable to Customer for any error or omission resulting in the failure of the web SEO services to create any specific changes in search engine placement.

4. Microsite Services terms

This section 4 sets out additional terms applicable to Microsite Services.

4.1. Term. Unless otherwise agreed to in an Order, the Term of the Order commences upon execution and not upon any Microsite going live (*i.e.*, available for public view). After the expiration of an Order or if no term is stated on an Order, Supplier may cease display of the Microsite after one (1) year following distribution of the Microsite by Supplier.

4.2 Access. Customer is responsible for providing Supplier with a current, accurate list of the names of its Users, and all related contact information. Customer's failure to update the User list may result in unauthorized use of the Microsite Services.

4.3. Licence. As between Supplier and Customer, Supplier owns all aspects of the Microsite Service and Customer owns its Microsite Content. Supplier grants to Customer a revocable, worldwide, royalty-free, personal, non-transferable and non-sublicensable licence to use the Microsite for the purposes contemplated by this Appendix. During the Term, Customer hereby grants to Supplier a non-exclusive, worldwide, royalty-free, transferable, sublicensable right and license to reproduce and display the Microsite Content in connection with Supplier's performance of the Microsite Services.

5. Widget Services terms

This section 5 sets out additional terms applicable to Widget Services.

5.1. Installation. Customer is responsible for: (a) building, hosting and maintaining a web page on which the Widget is to be installed (the "Widget Page"); and (b) installing the Widget on the Widget Page in compliance with all technical requirements applicable to the Widget. Customer may install the Widget only on a page of a website that is owned and operated by Customer.

5.2. Licence. Supplier grants to Customer a personal, non-transferable right to use the Widget for the purposes contemplated by this Appendix. Except as otherwise stated in this Appendix, Customer may not copy, reproduce, republish, post, transmit or redistribute the Widget without Supplier's prior written consent. Customer will not tamper with, hack, spoof, reverse engineer, modify, sell, offer for sale or otherwise corrupt the Widget. Customer is granted no right, title or interest in the Widget, the source code or any related intellectual property rights which are expressly reserved to Supplier.

5.3. Termination. Customer's right to use the Widget will immediately cease upon termination of this Appendix for any reason and Customer will delete and purge all copies of the Widget and associated code from Customer's website, hard drives, networks and other systems.

Listening Service Appendix – last updated: 17 August 2021

This Listening Service Appendix (“Appendix”) supplements the Master Subscription Agreement in place between the parties (“Master Agreement”). Capitalised 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

“**Report**” means a customised report from Supplier’s research team created for Customer.

“**Services**” means the social listening services that Supplier provides to Customer.

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. 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.

3. Intellectual property

3.1. Reports. Supplier owns any Report, excluding any Customer Data in a Report. Supplier grants to Customer a worldwide, non-exclusive, non-transferable, royalty-free licence to use the Report and the Supplier Data in the Report in accordance with this Agreement.

3.2. Supplier Data licence. Supplier grants to Customer a worldwide, non-exclusive, non-transferable, royalty-free, licence to use, download, copy, or otherwise remove Supplier Data from Supplier’s systems, in accordance with this Agreement.

3.3. Customer Data licence. Customer grants to Supplier a non-exclusive, royalty-free licence to process Customer Data for the purposes of providing the Services.

Management Service Appendix – last updated: 2 August 2021

This Management Service Appendix (“Appendix”) supplements the Master Subscription Agreement in place between the parties (“Master Agreement”). Capitalised 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

“**Help Center**” means the documentation at <https://help.falcon.io/hc/en-us>.

“**Lite-User**” means a User whose access to the Services is limited to the modules set out on an Order.

“**Services**” means the social media management and customer engagement services that Supplier provides to Customer.

“**Third-Party Services**” means services that are not provided by Supplier but that Customer may access or use in connection with the Services including social networks.

2. Service terms

2.1. Responsibility. Customer will comply with the Twitter Terms of Service, usually at <https://twitter.com/tos>, the Youtube Terms of Service, usually at <https://www.youtube.com/t/terms>; the Facebook Terms of Service, usually at <https://www.facebook.com/terms.php>, and the WhatsApp Business Solution Terms, usually at <https://www.whatsapp.com/legal/business-solution-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; or (e) use the Services to upload, store or transmit: (i) indecent or unlawful material; (ii) unsolicited communications; or (iii) material in violation of third-party privacy, publicity or intellectual property rights or any terms or conditions, policies or guidelines of any Third-Party Services.

2.3. Third-Party Services. Customer’s use of Third-Party Services and access to data from Third-Party Services is governed by the applicable terms and policies of the third party provider. Supplier is only responsible for its own Services and not any Third-Party Services. If a Third-Party Service provider ceases to make a Third-Party Service available for use with certain features and functionality of the Services, Supplier will stop providing access to such features or functionality without liability to Customer. Fair usage limits apply to the number of accounts with Third-Party Services that Customer manages via the Services.

2.4. Supplier Data. 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. 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.

2.5. Users. The Services may be used by the number of Users set out on an Order and may not be used by more than that number concurrently. Each User account is for 1 individual only and must not be shared between individuals. A generic User account (e.g. social@customer.com) is not a valid User account even if only used by 1 individual. Unless stated otherwise on an Order, Users must be employees, consultants, contractors or agents of the specific Customer entity identified on the Order.

2.6. Lite-Users. Lite-Users can only access the modules set out in the applicable line-item on an Order. Any Lite-Users using other modules are deemed full Users and Supplier may bill Customer for the difference in price between a Lite-User and full User.

2.7. Security. Customer will use commercially reasonable efforts to prevent unauthorised access to the Services or Supplier Data and will use security measures consistent with best industry standards to safeguard any Supplier Data downloaded to Customer's systems. Customer is responsible for determining whether to use any multi-factor authentication method beyond Supplier's default security settings. If Customer elects to use its own identity provider system ("IdP") to authenticate its Users, Customer will periodically review and ensure proper security of such IdP at Customer's expense. If Customer grants Supplier access to Customer Data via any web portal or other non-public websites or extranet services on Customer's or a third party's website or system, Customer is responsible for information security governance in connection with such access, including the management of user accounts and access rights.

2.8. Availability. The Services will: (a) perform in material accordance with the applicable documentation set out in the Help Center; and (b) be available to Customer on an average of at least 99.5% of a calendar year, not including any downtime due to planned or critical updates to the Services. This Section 2.8 does not apply to the Benchmark Module (see Section 4 below).

2.9. Support. Customer support for the Services will be provided as set out in the Help Center except as otherwise described in this Appendix.

3. Intellectual property

3.1. Supplier Data licence. Supplier grants to Customer a worldwide, non-exclusive, non-transferable, royalty-free, licence to use, download, copy, or otherwise remove Supplier Data from Supplier's systems, in accordance with this Agreement.

3.2. Customer Data licence. Customer grants to Supplier a non-exclusive, royalty-free licence to process Customer Data for the purposes of providing the Services.

4. Benchmark Module terms

This Section 4 only applies if Customer's Order includes access to benchmarking functionality ("Benchmark Module").

4.1. Support. Customer will receive email support for the Benchmark Module by emailing help@unmetric.com and will receive a response within 24 hours. Supplier will use commercially reasonable efforts to: (a) fix bugs within a reasonable time; and (b) make the Benchmark Module

available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Customer will receive notice by email at least 6 hours in advance); or (ii) any unavailability caused by circumstances beyond Supplier's reasonable control.

5. Professional Services terms

This Section 5 only applies if Customer's Order includes any custom professional services that Supplier provides to Customer ("Professional Services"). "Deliverable" means customised work from Supplier's research team created for Customer.

5.1. Deliverables. Supplier owns any Deliverable, excluding any Customer Data in a Deliverable. Supplier grants to Customer a worldwide, non-exclusive, non-transferable, royalty-free licence to use the Deliverable and the Supplier Data in the Deliverable in accordance with this Agreement.

5.2. Hours. Supplier will provide Customer with Professional Services for the number of hours set out on an Order ("Hours"). Any time allocated by Supplier to provide Professional Services to Customer (including preparatory work) will be deducted from Customer's allotted Hours. Use of Hours will be coordinated with Customer upon Customer's request. Supplier may charge Customer additional fees for training if Customer repeatedly fails to attend its training session(s) or cancels with less than 24 hours notice. Unused Hours are not usable or reimbursable upon expiration or termination of an Order.

5.3. Delays. Customer will promptly provide Supplier with any data as requested by Supplier to deliver the Deliverables. Customer is not entitled to a reimbursement of fees in the event of delays or incomplete Deliverables caused by Customer's non-fulfilment of its obligations under this Appendix.

6. Agency terms

This Section 6 only applies if Customer is subscribed to the Services or Benchmark Module or Professional Services as an agency to render its own agency services to its clients ("Agency Clients").

6.1. Responsibility. Customer: (a) will not offer the Services, Benchmark Module, Supplier Data or Professional Services as a part of its own agency service offering to any existing Supplier customers; (b) will bind Agency Clients to an agreement that is consistent with the terms of this Agreement (including any restrictions regarding Supplier Data); (c) is responsible for the activities of any Agency Client as if the activities were directly those of Customer; and (d) will, upon Supplier's written request, provide copies of its agreement with an Agency Client with respect to access to the Services, Benchmark Module and/or Supplier Data. To the extent permitted under Applicable Law, neither Agency Clients nor their Users will be third-party beneficiaries to this Appendix.

6.2. Agency Clients. "Agency Clients Managed" means the maximum number of Agency Clients that Customer can service using the Services as set out on an Order. Unless Customer has purchased a separate environment for its Agency Clients ("Agency Client Environment"), Agency Clients do not have separate access or use rights to the Services. Customer will not co-mingle the data of all Agency Clients Managed in a single account. Assignment of an Agency Client Environment to an Agency Client is irrevocable for the term of an Order, but may be reassigned if the applicable Agency Client ceases to use the services of Customer.

6.3. Usage metrics. Unless stated otherwise on an Order, usage metrics are maximums available to Customer and all Agency Clients Managed collectively, which Customer may distribute freely across all accounts, subject to any minimums the Services may require (e.g. if Customer has more than one Agency Client Managed, usage metrics must be distributed to all Agency Clients Managed, but not

necessarily in equal quantities). Notwithstanding the previous sentence, the number of ad accounts set out on an Order is the amount available for each Agency Client Environment and not a maximum to be allocated across all Agency Client Environments.

7. API terms

This Section 7 only applies if Customer's Order includes Supplier API access ("API").

7.1. "API Documentation" means Supplier's documentation set out in the Help Center.

7.2. Licence. Supplier grants to Customer a non-exclusive, revocable, non-transferable, non-sublicensable licence to access and use the API in accordance with this Appendix for the purposes of exchanging data between the Services and Customer's system ("API Licence"). Unless otherwise agreed, Customer is granted one API key for use within a single legal entity ("Organisation") and such API key may only be shared within such Organisation. Notwithstanding the previous sentence, Customer is entitled to share the API key with one of Customer's authorised third parties provided that the API key is used for Customer's internal use. Any API integration developed by Customer, or by a third party on Customer's behalf, will comply with the terms of this Agreement.

7.3. Miscellaneous. For the purposes of this Appendix, the API is part of the Services and all rights, restrictions and obligations (including disclaimers and exclusions of liability) with respect to the Services apply to the API. Notwithstanding the previous sentence, Supplier may terminate the API Licence for convenience at any time and, provided that Customer is not in breach, Supplier will provide a pro-rata refund of any prepaid fees for the API Licence. In the event of any conflict among the documents identified in these API terms, the order of precedence will be: (a) the API Documentation; (b) these API terms; (c) Section 2 of this Appendix; and (d) the Master Agreement.

1. General terms of use

- 1.1.** Customer can access the text (or a portion of the text) and video clips containing the Customer queries through the Services. One of the Services' functionalities allows Customer to email text and/or hyperlinks viewable within the Services to Customer's employees, representatives, suppliers or clients (in the case of agencies who use the Services on behalf of a Customer) ("**Allowed Recipients**") solely for use in relation to Customer's or clients' (in the case of agencies who use the Services on behalf of a Customer) internal business purposes.
- 1.2.** Unless otherwise authorized in this Agreement, neither Customer nor Allowed Recipients may (a) resell any text or video clip supplied hereunder (including any portion thereof); or (b) distribute or transfer, by any means whatsoever, any text or video clip received via the Services (or copies thereof), to any person, organization or institution other than Allowed Recipients. Customer warrants that text or video clips provided to Customer through the use of the Services will not be resold, republished or otherwise systematically distributed to third parties in any form, including but not limited to via an intranet, extranet or internet. Notwithstanding anything to the contrary in this Agreement, Customer may, via Services, electronically post any text, report or similar document received via the Services to an intranet site for access and use solely by Allowed Recipients.
- 1.3.** Customer acknowledges and agrees that, in providing Services of monitoring and content, Supplier shall not be held responsible for the substance, text and subject matter of said content.
- 1.4.** Customer acknowledges and agrees that the content monitored by Supplier is protected by third parties' copyrights. Supplier does not represent or warrant, by virtue of supplying information incorporating content, that Supplier holds or grants any license to use any text, video clips or graphics provided, including news mentions or links to such mentions. Customer's use of any text, video clips or graphics provided hereunder, other than in accordance with the terms set forth herein, shall be at Customer's sole risk and expense. All the elements are protected by the copyright held by the copyright owner or the licensor.
- 1.5.** Customer's use of content may be subject to restrictions imposed by one or more third-party copyright owners, and Customer agrees that it shall comply with such restrictions.
- 1.6.** Supplier does not represent or warrant that any specific source will be monitored by Supplier or that any quantity of content will be supplied through Services. Supplier reserves the right to change the sources that it monitors at any time. Certain sources may limit Customer's ability to view content or access links through the Services. Customer agrees that it shall comply with any such restriction.
- 1.7.** Customer may request the integration of content in PDF format via the Service. Supplier reserves the right not to agree to such integration if the document is of poor quality or the publisher prohibits dissemination. Supplier is not responsible for the quality of the content or for restrictions relating to intellectual property rights, and Customer warrants Supplier in this respect.

2. Particular conditions of use of the contents within the framework of a Service of monitoring carried out on the French territory

2.1. Broadcast content

The Service of monitoring offers a coverage in metropolitan France of shows broadcast on nationwide, regional and local TV channels and radio stations, both public and private, whatever the means of broadcasting (TNT, cable, satellites). Supplier ensures the monitoring of daily, weekly,

monthly or annual first-run programs containing significant editorial content. Supplier does not monitor rebroadcasts or visuals (scrolling texts), infographics of illustrations, advertisements, announcements, games, opening/closing credits of shows, stock market prices, weather, sport competitions, works of fiction, music or live shows. Unless otherwise expressly provided for in the Order, each sequence corresponding to a Radio & TV monitoring alert is accessible in streaming mode to the Customer for a limited period that may differ according to sources, depending in particular on the authorizations of the rightholders.

2.2. Retroactive monitoring

Supplier's provision of a retroactive multimedia monitoring Service is subject to prior subscription to a Service of monitoring and to Customer's acceptance of the Order corresponding to all such services. This retroactive monitoring service is carried out over a past period of one (1) month at most from the date of the request. Customer is informed and agrees that such a retroactive watch is possible only for certain sources depending on the agreements entered into by Supplier with the source's publishers.

2.3. Management and payment of rights related to digital broadcasts

2.3.1. French sources (and foreign sources managed by the CFC)

2.3.1.1. Sources managed by the CFC (French or foreign)

The CFC (French Copying Rights Center) manages the digital rights of publishers of a specific list of press titles or radio or television broadcasts on the CFC website (<http://www.cfcopies.com/hyper>). The Supplier has entered into a contract with the CFC and pays a fee, the cost of which is invoiced to the Customer, covering the provision of content by the Supplier to a single User as part of its Services.

The fee billed by the Supplier does not cover the rights of digital re-broadcasting of content, in particular on an intranet or an extranet at the Customer's premises or on the Supplier's extranet beyond the first User, including by e-mail.

The use by the Customer of content provided by the Supplier beyond a User is subject to the conclusion of a contract with the CFC or rightholders. It is specified that certain categories of Customers are subject to specific contracts proposed by the CFC, including the press relations agencies. It is the responsibility of the Customer to approach the CFC to conclude a contract corresponding to its activities and / or sector of activity.

Beyond a User, failing to have the authorization referred to in the preceding paragraph within a period of two months from the date of commencement of the media monitoring Service or press overview (*panorama de presse*), object of the Agreement with the Supplier, the CFC will be entitled to prohibit the Supplier from performing the Services pursuant to the contract concluded between the Supplier and the CFC. The Supplier disclaims any liability for the use made by the Customer, the Users and / or any of the Customer's service providers of the content provided by the Supplier, the Customer being solely responsible and guaranteeing the Supplier against any claims, any remedy, including for uses made within the two-month period indicated above. The Customer is also informed that the Supplier has the obligation, under the contract concluded with the CFC, to communicate to the CFC the name of the Customer, his address, his telephone number, the e-mail address and the name of his correspondent at the Customer's, the start date of the media monitoring or press overview Service, the number of posts or Users who have access to or receive the contents from the Customer, the number of reproductions of content made available to the Customer, Customer and the type of service concerned, broken down by publication title or issue, which the Customer expressly accepts. The Customer is also informed and accepts the right of audit of the CFC which includes the right, for the CFC, to know in particular the Agreement between the Supplier and the Customer, conditions of use of the Services of the Supplier by the Customer, and all accounting documents of the Supplier.

2.3.1.2. Sources not managed by the CFC

The Supplier has entered into direct contracts with certain French publishers or their copyright holders who have not entrusted the digital broadcasting rights to the CFC. The list of concerned publishers is available on request. The Customer is informed that this list is scalable according to the contracts concluded by the Supplier, which the Customer accepts and undertakes to respect.

The following conditions apply to the content from these sources on the day of the conclusion of the Agreement, it being specified that they are also subject to change depending on the evolution of the agreements entered into by the Supplier with the rightsholders, which the Customer accepts. and commits to respect. These conditions are also applicable to the contents of the headlines of the regional daily press although these are part of a management by the CFC regarding the replay of content by the Customer internally beyond the first User.

a) Usage rights

The usage rights granted to the User shall be of a personal, non-exclusive nature, for individual use only. These usage rights are non-transferable and may not be passed on to third parties. The collective use of any printout shall be prohibited without the authorization of the CFC or publishers.

Items extracted from the contents and the contents themselves cannot be used for purposes other than those specifically authorized.

In particular, it shall be strictly forbidden to make them available to third parties by whatever means, including any form of distribution or redistribution.

Any uses other than those specifically authorized shall consequently be subject to the Supplier express written authorization given in advance and also that of the rightsholders to the contents.

The user must be regarded as the final recipient of the contents made available by the Supplier.

b) Usage rights in a network

The Supplier is authorized by the rightsholders to grant Users access, in a closed network, to the contents made available by the network of the Supplier. The closed network is accessible by username and password and does not allow simultaneous access by two connections, with counting of the accesses and the consultations for control purposes.

Consultation of the contents by Supplier's clients, via their own closed network (i.e. outside the system of the Supplier) is possible on two conditions: verification of secure access to the Customer's intranet or extranet and a sworn statement by the Customer. The Customer guarantees the Supplier in this regard that access to its closed network shall be controlled and granted only to persons authorized by it, and in accordance with the distribution/communication declarations it makes to the Supplier.

The Customer undertakes, on the day of signing of the Agreement and at least once a year, to produce a sworn declaration form, amendable when necessary, stating the number of Users authorized to benefit from the Services. The Supplier receipt of the sworn declaration, duly completed and signed by the Customer, shall be a prerequisite for making the contents available to the latter. The sworn statement may be updated directly online by the Customer in the dedicated area allocated by the Supplier for use by the Customer. These provisions shall be determining in terms of the consent given by the rightsholders

permitting the use of their contents. The Customer alone shall be responsible for the veracity of the sworn statement and shall be required to indemnify the Supplier against any appeals and/or claims that may arise in the event of omissions and/or errors.

If the Customer fails to produce a sworn statement in the aforesaid time, the Supplier has given the rightsholder an assurance that it will, within one month, cease to make the disputed contents available.

In the event that a media agency acts as an intermediary between the Supplier and the User and/or Customer, the sworn statement may not be costed for fewer than 4 Users for PRISMA Group's contents.

The Supplier shall be the sole recipient of the contents' usage declarations and is alone authorized to receive payment for the Customer's usage.

The Supplier shall be required to pay a royalty on behalf of the Customer; this is generally due to the rightsholders or their agents on a monthly or quarterly basis and is often based on the number of Users benefiting from the Services supplied to the Customer by the Supplier. The cost corresponding to these royalties plus the related management charges shall be billed to the Customer by the Supplier in addition to the price for the Services.

Any changes made to the typical elements, on which the Agreement has been based, must be declared to the Supplier by the Customer.

For certain publications, the Supplier may be required to control the Customers' sworn statement regarding internal distribution/communication with regard to the effective use of the contents by the Customers, especially with regard to the effective consultation of the contents and/or to the number of connections to the contents (number of "clicks" on a content). Consequently, the Supplier reserves the right to:

- proceed to such controls and measurements of the activity of its Customers' accounts (especially the login data and/or the "clicks" on contents), which is accepted by the Customer;
- ask the Customer, who agrees to answer within eight (8) days, to clarify its situation in the event of a discrepancy between his sworn statement and the level of activity observed on the Customer's account;
- take all measures (especially suspension of the Press Review or of the media monitoring Service, termination without the need of a judicial decision, request of reimbursement of the indemnities potentially owed to the rightsholders, without prejudice to any other damages) in order to preserve its rights if the level of activity recorded on the Customer's account does not meet the standards of the average activity observed for an account with the same number of stated Users as the number stated by the Customer in its sworn statement.

c) Intellectual property

The items extracted from the contents, the selections of items from the contents and the contents themselves shall benefit from French and international laws governing intellectual works ("protection française et internationale régissant les oeuvres de l'esprit").

Their unauthorized use, or use in breach of the restrictions imposed on the user rights granted herein, shall render the party responsible for the infringement liable to civil and criminal proceedings.

This Agreement shall only confer rights of usage as defined above, subject to the moral rights of the author. It involves no transfer of rights.

The Customer undertakes to abide by and maintain the technical measures employed by the supplier of the digital flow of contents to the Supplier or by the rightsholders in order to ensure the protection and/or electronic identification as well as the origin of each supplied content.

For this purpose, regardless of the support medium used, the Customer shall be required to refrain from deleting and/or modifying in any way the marking data ("données de marquage") appearing, together

with the mention of the reservation of rights by the publishers, on each document relating to the contents.

The Supplier undertakes to display its name and/or logo and/or one of its distinctive trademarks on the contents originating from its Services and offered to its Customers. The name and/or logo and/or brand name must be displayed in a clear form on the article in an XML or in PDF format.

d) Rightsholders' right of audit

Certain rightsholders oblige the Supplier to include an audit clause in their favor in the contracts entered into between the Supplier and the Customer. The Customer is therefore advised and accepts that it may receive an audit request from the Supplier and/or a rightsholder and/or any persons authorized to do so by the Supplier and/or the rightsholders. In the context of this audit the Customer undertakes to produce the back-up documents that will permit the rightsholders or the Supplier to verify whether the conditions specified in these terms of use of the contents have been observed, in terms of protected access to the closed network and the sworn statement regarding internal distribution/communication.

The Customer is also informed and agrees that the Supplier is required, in the context of certain contracts with the rightsholders, to transmit to the publishers all information that can be useful for invoicing and checking the royalties received by them, especially but not limited to, the name of the Customers to which the contents are made available by the Supplier, the number of contents made available to the Customer, the number of Users stated by the Customer, the copy of the contracts entered into with the Customers, the invoices issued by the Supplier, the login data and/or the "logs" by content related to the activity of the Customer on the Customer Space in order to control the truthfulness of the sworn statements of the Customer.

e) Suspension of supply of the contents and/or automatic termination

Should any of the provisions of these terms of use of the contents be breached, the Customer is hereby informed that the Supplier may:

- cease to make the contents available on expiry of a period of ten (10) days following a reminder to which no response is received, without affecting its right to invoke the termination clause, which the Customer accepts;
- terminate automatically the Agreement, ten (10) days after the Supplier has sent the Customer a registered letter, with acknowledgment of receipt, to which no response is received, relating to the publications specified by the Supplier, as listed in the said registered letter, without affecting any damages that may be claimed against it.

It should be noted that certain rightsholders have given the Supplier a licence covering several publications, which means that, in the event of the Customer's breach of the Agreement with respect to just one publication, the Supplier has an obligation to suspend or terminate the Agreement for all the publications initially specified in the contract between the Supplier and the rightsholders.

f) Responsibilities

The contracts entered into by the Supplier with certain rightsholders require that the Supplier make the following clauses binding on its Customers with regard to the responsibility of the rightsholders and that of the suppliers for the digital flows of their contents. These provisions shall also govern relations between the Supplier and the Customer.

The contents fall under the editorial responsibility of each of the publishers/broadcasters. The Supplier shall enjoy the rights granted to it by law in the event of a violation of their obligations.

Should the Supplier be able to prove that it has sustained substantive damages, as a direct material loss resulting wholly from the supplier's provision of the digital flow of the contents of a defective extract of

contents, such as the absence of content delivered on time by the publisher, or a file formatting error which makes it unreadable by the Supplier, and excluding any other type of loss, particularly of a non-material or indirect nature, the Supplier shall be entitled to ask the supplier of the digital flow of contents to pay a fixed compensation sum equivalent, overall, to the maximum of ten times (or one hundred times for certain rightsholders) the price invoiced by the supplier for the digital flow of contents to the Supplier in respect of the provision of the defective extract of contents. The Supplier may claim no other compensation for loss, either from the supplier of the digital flow of contents or the rightsholders. These provisions shall also govern relations between the Supplier and the Customer.

g) Agreement Expiry

On termination of the Agreement, for whatever reason, the Customer must remove and no longer use the rightsholders' distinctive symbols (such as logos, trademarks, artwork clips), and undertakes to destroy the files relating to the contents and to cease using the contents, for commercial purposes or otherwise.

3. Specific conditions applicable to Agence France-Presse's content

The Supplier provides certain Supplier Data to Customer through a partnership with Agence France-Presse ("AFP"). Use of the Supplier Data provided by AFP ("**AFP Content**") is subject to the following additional condition :

- Unless a specific written authorisation is given, any use of the AFP Content by Customer must be exclusively done within the following territories : (i) France, (ii) Andorra, (iii) Monaco, or (iv) Overseas French territories. Customer is authorized to modify the AFP's dispatches and infographics to comply with applicable accessibility legislation or to ensure compatibility with reading aid tools , provided that sequencing and integrity of the AFP Content are respected and the adaptation remains exact and reliable.
- Customer acknowledges that any information contained within the AFP Content is protected by copyright laws. Consequently, any copy, display, modification, commercial use or any other use are prohibited without obtaining AFP's prior consent, except that no such consent shall be required for non-commercial personal use. AFP cannot be held liable for any delays, errors, omissions that cannot be limited in relation with press information, nor for any consequence of the actions or transactions made in reliance of those information. AFP and its logo are registered trademarks.
- Notwithstanding any confidentiality obligations, Supplier will inform AFP of Customer's name if it subscribes to AFP Content. If Customer is an agency, it will share the name of its own clients to whom it will provide AFP Content. Customer accepts that Supplier will share this information with AFP.
- AFP reserves the unilateral right to refuse access to its AFP Content. If AFP exercises its right to refuse access to its content, it will advise the Supplier of its decision and the Supplier will relay this information in writing to Customer. Supplier will then stop to provide AFP Content to Customer within fifteen (15) days from receipt of notice from AFP. In addition to the aforementioned Section 1., Supplier disclaims any liability for AFP Content including any liability regarding interruption of access to such content.
- Notwithstanding Section 6.2. from the MSA, in the event of Customer's breach of its obligations regarding AFP Content, Customer will have ten (10) business days to cure such breach. Otherwise, access to AFP Content will be immediately denied upon expiry of this cure period. The same measure will apply for repeated breaches.

Data Processing Addendum

This Data Processing Addendum ("**DPA**") forms part of the MSA entered into between the parties identified on the Order as "Supplier" and "Customer". Capitalized terms used herein shall have the meaning ascribed in the MSA, unless otherwise defined in this DPA.

1. Definitions

- a. "**Agreement**" means the master subscription or services agreement entered into between the parties.
- b. "**Applicable Privacy Laws**" means all laws regulating the collection, use, disclosure and/or free movement of Personal Data that applies to a party, as and when effective, including without limitation: (i) CCPA (as defined below), as well as the California Privacy Rights Act and the regulations promulgated pursuant thereto ("CPRA") (ii) Canada's Personal Information Protection and Electronic Documents Act, and similar provincial implementations, ("PIPEDA") and any applicable and substantially similar provincial legislation; (iii) the European Union's ("EU") General Data Protection Regulation (EU) 2016/679 and any Member State implementing legislation ("GDPR"); (iv) the Privacy and Electronic Communications Directive 2002/58/EC (as amended by Directive 2009/136/E) in the applicable EU Member State; (v) the Asia-Pacific ("APAC") intraregional frameworks, in particular the Asia-Pacific Economic Cooperation Cross Border Privacy Rules; (vi) the UK GDPR (as defined below); (vii) the SFDPA (as defined below); (viii) the Brazil LGPD; (ix) the China Personal Information Protection Law ("PIPL"); (x) the Virginia Consumer Data Protection Act; (xi) the Colorado Privacy Act; (xii) the Connecticut Act Concerning Personal Data Privacy and Online Monitoring; (xiii) the Utah Consumer Privacy Act and (xiv) substantially similar privacy or data protection laws applicable to a party, each as may be amended or replaced from time to time.
- c. "**C2C SCCs**" means Module 1 of the SCCs.
- d. "**C2P SCCs**" means Module 2 of the SCCs.
- e. "**CCPA**" means the California Consumer Privacy Act of 2018, Cal. Civ. Code §1798.100 et. seq., and its implementing regulations.
- f. "**Contractor**" has the meaning given in the CPRA.
- g. "**Customer Data**" means data that Customer makes available to Supplier for the purpose of Supplier Processing that data on Customer's behalf.
- h. "**Customer Personal Data**" means any Personal Data included in Customer Data.
- i. "**EEA**" means the European Economic Area.
- j. "**GDPR**" means General Data Protection Regulation ((EU) 2016/679).
- k. "**Order**" means an ordering document that sets out the products or services that Supplier is to provide to Customer.
- l. "**Restricted Transfer**" means a transfer of Personal Data from the EEA, UK, Switzerland or any other country where such transfer would, in the absence of SCCs, be prohibited by Applicable Privacy Laws.
- m. "**Security Controls**" means the technical and organisational measures as specified in the Agreement or if not so specified then the measures described at <https://gdpr.cision.com/technicalorgmeasures>.

- n. **"SCCs"** means the Standard Contractual Clauses forming part of this DPA pursuant to the European Commission Implementing Decision (EU) 2021/914 of 04 June 2021 for the transfer of Personal Data to Controllers and/or processors established in third countries under the GDPR, found at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en and where applicable, as modified by the UK addendum, and such updated or replacement clauses as the European Commission may approve from time to time or the most recent version of any contractual clauses governing international Personal Data transfers issued by any country for any relevant transfers under the Agreement.
- o. **"SFDPA"** means the Swiss Federal Data Protection Act.
- p. **"Sub-Processor"** means a third party that Supplier engages to Process any Personal Data that Supplier Processes under this DPA, as a Processor on Supplier's behalf.
- q. **"Supplier Data"** means any data in Supplier's databases that Supplier uses in providing Services, excluding Customer Data. This definition of Supplier Data is intended to include similarly defined terms in the Agreement such as "Company Data", "Cision Data", or "Brandwatch Data".
- r. **"Supplier Personal Data"** means any Personal Data included in Supplier Data.
- s. **"UK Addendum"** means the addendum to the SCCs covering the transfer of Personal Data from the UK to third countries as approved by the UK Information Commissioner, found at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>
- t. **"UK GDPR"** means the GDPR as it forms part of United Kingdom law pursuant to Section 3 of the European Union (Withdrawal) Act 2018.
- u. The terms **"Controller"**, **"Processor"**, **"Personal Data"**, **"Processing"**, **"Special Categories of Data"** and **"Data Subject"** have the meanings given to them in the GDPR or UK GDPR.
- v. For clarity, this DPA covers any Processing that takes place pursuant to the CCPA and the CPRA. Therefore, the following references in the CCPA and the CPRA have the following meanings in this DPA:
 - i. **"Business"** means **"Controller"**
 - ii. **"Service Provider"** means **"Processor"**
 - iii. **"Third Party"** means **"Sub-Processor"**
 - iv. **"Personal Information"** means **"Personal Data"**
 - v. **"Consumer"** means **"Data Subject"**

2. General

- a. **Controller Data:** Supplier and Customer are independent Controllers of Supplier Personal Data and each process this data as a Controller. Where Customer receives, or is provided access to, Supplier Personal Data from or by Supplier, Section 3 applies.
- b. **Processor Data:** Customer is the Controller and Supplier is the Processor of Customer Personal Data. Where Supplier processes Customer Personal Data on behalf of Customer, Section 4 applies.
- c. Each party will comply with Applicable Privacy Laws when Processing Personal Data under the Agreement.
- d. If there is a conflict between this DPA and the Agreement, this DPA prevails.

- e. Both parties will implement and maintain appropriate technical and organisational measures to ensure the security of Personal Data including to protect against unauthorised or unlawful loss, destruction, alteration, unauthorised disclosure or access to Personal Data.
- f. Both parties will take reasonable steps to ensure that the personnel that it authorises to Process Personal Data have committed themselves to appropriate obligations of confidentiality and that access to Personal Data is limited to those individuals who need to have access for the purposes of the Agreement.
- g. **Amendments:** Supplier may, at any time on not less than 30 days' notice, revise this DPA so as to incorporate any mandatory SCCs or other terms that are required by any competent data protection authority in the EU, Switzerland or the UK. The parties agree to adopt any necessary replacement or supplemental SCCs as the EC and/or the UK ICO or other applicable countries may adopt from time to time. If Customer does not execute such clauses on request by Supplier, Supplier will be entitled to give not less than 30 days' prior written notice to terminate the Agreement.

3. Supplier Data (Controller to Controller relationship)

- a. **Processing for purposes of the Agreement:** Each party will process Supplier Personal Data for the purposes of exercising their rights and obligations under the Agreement. Details of the categories of Supplier Personal Data, the purpose of Processing by Supplier and the duration of the Processing are set out in Annex 1, Part 1
- b. **International Data Transfers:**
 - i) If there is a Restricted Transfer from the EEA the parties will be bound by the C2C SCCs, which are incorporated into this Addendum subject to Clause 5.
 - ii) If there is a Restricted Transfer from the UK, the parties will be bound by the UK Addendum in addition to the C2C SCCs, and the C2C SCCs (subject to Clause 5) and the UK Addendum (subject to Clause 6) are both incorporated into this DPA in those circumstances.
 - iii) If there is a Restricted Transfer from Switzerland, the parties will be bound by the C2C SCCs, subject to Clause 5 and as amended by Clause 7, and the C2C SCCs are incorporated into this DPA in those circumstances and on that basis.
 - iv) If there is a Restricted Transfer from any other country, the parties will be bound by the C2C SCCs, which are incorporated into this DPA subject to Clause 5 in those circumstances.
- c. **Data breach:** each party will notify the other without undue delay on becoming aware of a Personal Data breach involving Supplier Personal Data or upon receipt of a request or complaint from a Data Subject involving Supplier Personal Data.

4. Customer Data: Controller to Processor relationship

- a. **Written instructions:** Supplier will process Customer Personal Data only on Customer's written instructions, as set out in this DPA. Supplier will not sell or share Customer Personal Data nor combine it with Personal Data from other sources nor retain, use or disclose Customer Personal Data outside of the direct business relationship with Customer. Where Applicable Privacy Laws state otherwise, Supplier will inform Customer of the legal requirement before Processing, unless that law prohibits this information on important grounds of public interest. Details of the categories of Customer Personal Data, the purpose of Processing by Supplier and the duration of the Processing are set out in Annex 1, Part II.

- b. **Lawful use and instruction:** Customer will ensure that its use of the Services and its instructions regarding the Processing of any Personal Data pursuant to this DPA will comply with all Applicable Privacy Laws, and that Supplier's Processing in accordance with the Customer's instructions will not cause Supplier to be in breach of any Applicable Privacy Laws. Supplier will inform the Customer if, in Supplier's opinion, the Customer's instructions infringe Applicable Laws or if it cannot meet its obligations under any Applicable Privacy Laws.
- c. **Special Categories of data:** Customer will notify Supplier if any special categories of data are included within Customer Personal Data. Supplier may refuse to process such data or impose any restrictions as are necessary, at the Customer's expense, to enable Supplier to comply with its legal and contractual obligations.
- d. **International Data Transfers:**
 - i) If there is a transfer from Customer (as Controller) in the EEA to Supplier (as processor) in any third country, the parties agree to be bound by the C2P SCCs, which are incorporated into this DPA subject to Clause 5.
 - ii) If there is a Restricted Transfer from the UK, the parties will be bound by the UK Addendum in addition to the C2P SCCs, and the C2P SCCs (subject to Clause 5) and the UK Addendum (subject to Clause 6) are both incorporated into this DPA in those circumstances
 - iii) If there is a Restricted Transfer from Switzerland, the parties will be bound by the C2P SCCs, subject to Clause 5 and as amended by Clause 7, and the C2P SCCs are incorporated into this DPA in those circumstances and on that basis.
 - iv) If there is a Restricted Transfer from any other country, the parties will be bound by the C2P SCCs, which are incorporated into this DPA subject to Clause 5.
 - v) Where Supplier appoints any Sub-Processor in accordance with Clause 4.g and such appointment involves a Restricted Transfer, Supplier may rely on SCCs to legitimise the transfer of Customer Personal Data.
- e. **Records of Compliance:** Supplier will maintain complete and accurate records and information to demonstrate its compliance with this Addendum.
- f. **Audit:** Supplier will support audits to monitor compliance that Customer conducts (either itself or via an external auditor), at Customer's cost and expense. Any audit conducted pursuant to this DPA is subject to the following conditions:
 - i) Customer will provide at least 60 days advance written notice of any audit.
 - ii) any audit may only be conducted during Supplier's normal business hours.
 - iii) Customer will conduct the audit so as to cause minimal disruption to Supplier's normal business operations.
 - iv) any third-party auditor will enter into direct confidentiality obligations with Supplier which are reasonably acceptable to Supplier.
 - v) any audit will be limited only to Supplier's Processing activities as a Processor, and to such information that is reasonably necessary for Customer to assess Supplier's compliance with the terms of this DPA.
 - vi) as part of any audit, Customer (or its external auditor) will not have access to Supplier's Confidential Information.
 - vii) Customer will reimburse Supplier's reasonable and demonstrable costs and expenses associated with any audit.
 - viii) Customer agrees to accept a Supplier-supplied audit report in lieu of conducting its own audit:

1. if the scope of the requested audit has been addressed in an audit carried out by a recognised independent third party auditor within twelve (12) months of the Customer's request and the Supplier provides written confirmation that there have been no material changes in the controls and systems to be audited or
 2. if it is intended that such an audit will be conducted within six months of the request and the Supplier provides the report of such to the Customer on completion.
- g. **Sub-processors:** Customer authorises Supplier to appoint Sub-Processors in connection with the provision of the Services. A list of Supplier's current Sub-Processors is available at <https://gdpr.cision.com/Sub-Processors>.
- i) Supplier will inform the Customer of any intended changes concerning the addition to or replacement of any permitted Sub-Processor with a new Sub-Process or at least 30 days in advance and give the Customer the opportunity to object to such changes. Any Sub-Processor Supplier engages will be subject to materially equivalent terms regarding data protection as are imposed on Supplier pursuant to this DPA.
 - ii) Where any Sub-Processor fails to fulfil its obligations regarding data protection, Supplier will remain liable for the performance of the Sub-Processor's obligations, subject to the exclusions and limitations of liability under the Agreement.
 - iii) Where any Contractor has access to Customer Personal Data, it will only do so under a written contract and hereby certifies that it understands and is compliant with Applicable Privacy Laws.
- h. **Data breach:** If there is a Personal Data breach in relation to Customer Personal Data:
- i) Supplier will cooperate in good faith with the Customer to enable Customer to comply with its obligations under Applicable Privacy Laws.
 - ii) Supplier will notify Customer within 36 hours after becoming aware of a Personal Data breach (as defined in the Applicable Privacy Laws).
 - iii) Supplier will assist the Customer in complying with any obligation to notify a supervisory authority of any data breach.
- i. **Assistance:** Taking into account the nature of the Processing and the information available, Supplier will provide reasonable and appropriate assistance to the Customer (subject to payment of Supplier's reasonable and demonstrable costs and expenses), where possible, in relation to (i) the Customer's fulfilment of the Customer's obligations to respond to requests relating to the exercise of individuals' rights under the Applicable Privacy Laws where Supplier Processes such individuals' Personal Data pursuant to this DPA; and (ii) the Customer's obligations under Articles 32 to 36 of the GDPR and/or the UK GDPR (as applicable).
- j. **Termination:**
- i) If Supplier is in breach of any of its obligations under this DPA, Customer may instruct Supplier to temporarily suspend the Processing of Customer Personal Data pending the remedy of such breach and may instruct Supplier to terminate the Processing of Customer Personal Data if such breach is not remedied.
 - ii) Following the termination of this DPA, Supplier will delete Customer Personal Data unless required to retain the Customer Personal Data by Applicable Privacy Laws in the EU, EU Member States or (if applicable to the Processing) the UK or Switzerland.

5. SCCs

- a. Where either the C2C SCCs or C2P SCCs are incorporated into this DPA under Clauses 3.b. or 4.d.:
 - i) they will come into effect upon the commencement of the relevant Restricted Transfer;
 - ii) any clauses which are entirely optional are not included;
 - iii) for the purposes of Clause 13 the first option is included;
 - iv) for the purposes of Clauses 17 and 18, the Member State for purposes of governing law and jurisdiction is the Member State in which the Customer is established. If the Customer is not established in a Member State, the specified Member State shall be Ireland;
 - v) for the purposes of Annex 1.A of the SCCs, the 'data importer' and the 'data exporter' are set out in Part 1 or Part 2 (as applicable) of Annex 2 of this DPA;
 - vi) for the purposes of Annex 1.B of the SCCs, the description of the transfer is set out in Part 1 or Part 2 (as applicable) of Annex 2 of this DPA;
 - vii) for the purposes of Annex 1.C of the SCCs the competent supervisory authority shall be the supervisory authority competent in the country in which the Customer is established; and
 - viii) for the purposes of Annex 2 of the SCCs, the technical and organisational measures are the Security Controls.
- b. Where the C2P SCCs are incorporated into this DPA under Clause 4.d.:
 - i) Option 2 ("General written authorisation") of Clause 9 is selected;
 - ii) the time period for the addition or replacement of Sub-Processors shall be as described in Clause 4.g.1 of this DPA;

6. UK Addendum

Where the UK Addendum is incorporated into this DPA under either Clauses 3.b. or 4.d.:

- a. It will come into effect upon the commencement of the relevant Restricted Transfer;
- b. for the purposes of Table 1, the Start Date shall be the commencement of the relevant Restricted Transfer, the Parties' details and the Key Contact are set out in Annex 2 of this DPA and the parties clause of the Agreement;
- c. no signature is required for the purposes of Table 1;
- d. the first option is selected in Table 2, the Approved EU SCCs are defined in Clause 1 of this DPA and the SCCs will start on the commencement of the relevant Restricted Transfer;
- e. the Appendix Information in Table 3 is set out in Annex 1 and 2 to this DPA; and
- f. the first two options ("Importer" and "Exporter") are selected in Table 4.

7. Restricted Transfers from Switzerland

Where the C2C or C2P SCCs are incorporated into this DPA under Clauses 3.b. or 4.d., and there is a Restricted Transfer from Switzerland, the C2C SCCs or C2P SCCs (as applicable) shall be amended to comply with Swiss data protection laws, including without limitation the following amendments:

- a) any reference to the "Regulation (EU) 2016/679" or "that Regulation" are replaced by the SFDPA and references to specific Article(s) of "Regulation (EU) 2016/679" are replaced with the equivalent Article or Section of the SFDPA;
- b) all definitions in the SCCs shall be interpreted in accordance with the SFDPA;



- c) references to Regulation (EU) 2018/1725 are removed;
- d) references to the “Union”, “EU”, and “EU Member State” are all replaced with the “Switzerland”;
- e) Clause 13(a) and Part C of Annex II are not used;
- f) the “competent supervisory authority” is the Federal Data Protection and Information Commissioner;
- g) Clause 17 is replaced to state “These Clauses are governed by the laws of Switzerland”; and
- h) Clause 18 is replaced to state “Any dispute arising from these Clauses shall be resolved by the courts of Switzerland. A Data Subject may also bring legal proceedings against the data exporter and/or data importer before the courts of Switzerland. The Parties agree to submit themselves to the jurisdiction of such courts.”.

8. Miscellaneous

- a. **Liability:** Each party’s liability under this DPA is subject to the limitations and exclusions of liability set out in the Agreement.
- b. **Governing law:** The governing law of the Agreement applies to this DPA, except that the SCCs are governed by the law specified in Clause 5.a.iv).

Cision France SA

Name of the Client:

Client address:

Name: Xavier Simon

Name:

Title: Directeur Général

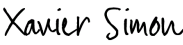
Title:

Date: décembre 14, 2022

Date:

Signature:

Signature:

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Annex 1 - Processing Information

Processing, Personal Data, and Data Subjects

Part 1: Supplier Personal Data (Supplier as Data Controller)

Nature and Purpose of Processing	Customer may process Supplier Data as necessary to receive the Services and comply with its obligations under the Agreement.
Duration of the Processing	Customer may process Supplier Data for the duration of the Agreement, unless otherwise agreed by the parties.
Types of Personal Data	May include: Name, title, position, email address, business phone number, mobile phone number, employer, social media handles, Information that has been made public by Data Subjects themselves, such as identification data (e.g., name, username, social media handle, geographic location) and media (e.g., images, audio and videos).
Categories of Data Subject	Individual media contacts including journalists and other media 'influencers' and Individuals publishing information publicly on the Internet, including social media users, bloggers and web content writers. For French institutional Database: Contacts such as political and elected representatives, contacts within public administrations, personalities from the associative world, financial analysts, shareholders and advisors.

Part 2: Customer Personal Data (Supplier as Data Processor)

Nature and Purpose of Processing	Supplier may process Customer Personal Data as necessary to perform the Services and comply with its obligations under the Agreement.
Duration of the Processing	Supplier may process Customer Data for the duration of the Agreement, unless otherwise agreed by the parties.
Types of Personal Data	May include: Name, title, position, employer, email address, business phone number, mobile phone number, social media handles, professional life data (which may include data related to historical employment history, data related to skills, awards, or interests, or other data relating to professional life), Personal life data, which may include data about interests, likes, dislikes, or other data relating to personal life), location data and media (e.g., images, audio and videos) and influencer payment information.
Categories of Data Subject	Customer's own prospects, clients, partners, or vendors; Individual media or government affiliated contacts (including personnel of public administrations and personalities from the associative world) provided by Customer; Employees or contact persons of the Customer.

Annex 2 - Transfer Information

Part 1 – Supplier Personal Data

The Data Exporter	Supplier or any other Supplier Affiliate which exports data under the Agreement
The Data Importer	Customer
Data Subjects	the Data Subjects are those individuals whose Personal Data is contained in the Supplier Personal Data that Customer Processes as part of receiving the Services.
Purposes of the Transfer	the purpose of the transfer is to permit the Customer to process the Supplier Personal Data in accordance with the Agreement.
Categories of Data	the categories of Personal Data are set out in Annex 1, Part I to this DPA
Recipients	the recipients of the Personal Data are as specified in the Agreement, which usually includes the Customer's employees, contractors, consultants, and customers.
Special Categories of Data	the Special Categories of Personal Data are set out in Annex 1, Part I to this DPA (note: Special Categories are not collected intentionally)
Applicable law	the law of the country in which the data exporter is established.
Technical Measures of the Company (Appendix 2)	technical and organisational measures as specified in the Agreement or if not so specified then the measures described at https://gdpr.cision.com/technicalorgmeasures .
Supplier Contact Point for Data Protection Inquires	privacy@cision.com
Customer Contact Point for Data Protection Inquires	as specified in the Agreement.

Part 2 – Customer Personal Data

The Data Exporter	Customer
The Data Importer	Supplier or any other Supplier Affiliate which imports data under the Agreement
Data Subjects	the categories of Data Subjects are set out in Annex 1, Part II of this DPA. The Customer as the data exporter controls the type and extent of the Personal Data that Supplier processes.
Purposes of the Transfer	to permit Supplier to process the Customer Personal Data in accordance with the Agreement
Categories of Data	the categories of Personal Data are set out in Annex 1, Part II to this DPA). as the Customer acknowledges that as Controller and exporter the Customer controls the type and extent of the Personal Data that may be transferred to Supplier as a Processor.
Recipients	the recipients of the Personal Data are as specified in the Agreement, which usually includes Supplier and any other Supplier affiliates and any Supplier sub-processors.
Special Categories of Data	the Data Exporter may submit Special Categories of Personal Data to Supplier, the extent of which the data exporter controls and determines in its sole discretion. Any Special Categories of Personal Data are set out in Annex 1, Part I to this DPA.



Applicable law	the law of the country in which the data exporter is established.
Technical Measures of Supplier	technical and organisational measures as specified in the Agreement or if not so specified then the measures described at https://gdpr.cision.com/technicalorgmeasures .
Supplier Contact Point for Data Protection Inquires	privacy@cision.com
Customer Contact Point for Data Protection Inquires	as specified in the Agreement