

# Attachment B

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## MASTER SERVICES AGREEMENT

<b>Client Name ("Client"):</b>	County of Monterey
<b>Client Address:</b>	1441 Schilling Place, South Building, 2nd Floor, Salinas, CA 93901 USA

This Master Services Agreement ("**MSA**") is between Cision US Inc., a Delaware corporation with its principal place of business at 130 E. Randolph Street, 7<sup>th</sup> Floor, Chicago, IL 60601 ("**Company**") and the Client (each a "**Party**" and collectively referred to as the "**Parties**"). This MSA governs the use of certain services provided by Company to Client as detailed in any Order Form or Statement of Work ("**SOW**") referencing this MSA. This MSA, any appendices, and any applicable Order Forms or SOWs are collectively referred to as the "**Agreement**." This MSA is effective upon the date of Client's signature ("**MSA Effective Date**").

The Parties agree as follows:

### 1. DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

"**Control**" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Client Data**" means data and information in any format, including but not limited to text (including text provided by a third-party to or for Client), files, images, and/or URLs, that is submitted by or for Client to the Platform, or provided to Company by or for Client in order for Company to provide Services, or collected and processed by or for Client using the Platform, excluding Content. Client Data includes Release Content as defined in Exhibit A, and any data that Client directs Company to retrieve.

"**Company Data**" means proprietary information gathered or created by Company and provided to Client as part of the Platform or Services, excluding Third-Party Content, but including Reports.

"**Content**" means Company Data and Third-Party Content.

"**Covered Parties**" as applicable to either Company or Client, means that Party and its Affiliates and each of their directors, agents, officers, employees, representatives, successors, and/or permitted assigns.

"**Documentation**" means Company's online user guides, documentation, and help and training materials, as updated from time to time, accessible via the Platform.

"**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"**Order Form**" means an ordering document specifying the Platform or Services to be provided hereunder that is entered into between Client and Company or any of its Affiliates (by entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto), including any addenda and supplements thereto. "Order Forms" shall include SOWs.

"**Platform**" means the on-demand relationship management, media monitoring, analytics, and communications system made available online by Company or any of its Affiliates and its underlying tools, databases, APIs, and software that make up the system, including any software or technology created by Company's Affiliates.

"**Service(s)**" means, any professional or custom services that are provided to Client as set forth in an Order Form and/or SOW. "Services" exclude Content.

"**Third-Party Content**" means information obtained by Company from its content licensors or publicly available sources and provided to Client pursuant to an Order Form, as more fully described in the Documentation.

"**User**" means an individual who is authorized by Client to use the Platform, for whom Client has subscribed to the Platform, and to whom Client or Company has supplied a user identification and password. Users may include, for example, Client's employees, consultants, contractors and agents.

### 2. SERVICES, SOFTWARE AND CONTENT

#### 2.1 Subscription.

(A) Subject to the terms and conditions of the Agreement, Client hereby subscribes to the version and modules of the Platform as set out in an Order Form. Company grants Client a limited, non-exclusive, revocable, non-transferable (other than as set forth in this Agreement), non-sublicensable right to allow Users to access and use the Platform and Content for Client's own internal business purposes in accordance with the terms and conditions in this Agreement. Company will provide the Services listed in an Order Form in accordance with the specifications set forth in a SOW.

(B) Client shall not (1) license, sublicense, sell, resell, rent, transfer, assign, or otherwise commercially exploit or make the Platform or any Content available to, or use the Platform or any Content for the benefit of, any third party (including in a service bureau or outsourcing offering); or (2) access the Platform or Content in order to (a) build a competitive product or service, (b) build a product using similar features, functions or graphics of the Platform, or (c) copy any features, functions or graphics of the Platform. Company reserves the right to alter, delete, or replace Content or alter the functionality of the Platform.

(C) Client is responsible for meeting the then-current hardware, operating system, browser and other technical requirements necessary to properly use and access the Platform, which are described on [www.cision.com](http://www.cision.com).

(D) Additional terms applicable to specific Platform modules or Services are set forth in Exhibit A.

## 2.2 Use of Platform and Content

(A) Access to the Platform and Content may be subject to usage limits, including, for example, quantities specified in Order Forms. Unless otherwise specified, (1) a User quantity in an Order Form refers to Users, and the Platform or Content may not be accessed by more than that number of Users; (2) a User's password may not be shared with any other individual; and (3) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Platform or Content.

(B) Client will (1) be responsible for Users' compliance with this Agreement; (2) be responsible for the accuracy, quality and legality of Client Data and the means by which Client acquired Client Data; (3) use commercially reasonable efforts to prevent unauthorized access to the Platform or use of Services and Content, and notify Company promptly of any unauthorized access or use; (4) use the Platform and Content only in accordance with the Documentation and applicable laws and government regulations; and (5) employ security measures consistent with current best industry standards to adequately safeguard any Content downloaded to Client's systems.

(C) Client is responsible for all actions taken via Client's account, including protecting the confidentiality of Client's passwords and User IDs, and maintaining timely contact information for such account.

(D) Unless specifically permitted either herein, within the Platform, or on the Content itself, or separately licensed by the Client, Content may not be distributed outside of Client's organization. Any usage or redistribution of full text is prohibited, and Client does so at its sole risk and responsibility.

## 2.3 Restrictions.

(A) Client shall not: (1) use the Platform to upload, store or transmit infringing, libelous, abusive, inflammatory, fraudulent, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, or otherwise unlawful or tortious material, or to upload, store or transmit material in violation of third-party privacy or publicity rights; (2) use the Platform to store or transmit Malicious Code; (3) interfere with or disrupt the integrity or performance of any Platform or Content contained therein; (4) attempt to gain unauthorized access to any Platform, Services or Content or its related systems or networks; (5) permit direct or indirect access to or use of any Platform or Services in a way that circumvents a contractual usage limit; (6) copy Content except as permitted herein or in an Order Form or the Documentation; (7) frame or mirror any part of any Platform or Content, other than framing on Client's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation; (8) use commenting or messaging functionality, functionality that allows posting or transmitting content to outward facing, social or public platforms available via the Platform to post content that violates any terms or conditions, policies, or guidelines of any social media platform or other platform or service to which it is posted; or (9) use the Platform to transmit bulk unsolicited commercial communications.

(B) Client will be solely responsible for usage of contact information (e.g. names, phone and facsimile numbers, e-mail addresses and physical addresses) in compliance with relevant laws and regulations. Client may not: (1) send spam or unsolicited messages in violation of relevant laws, including concerning privacy, data protection, telemarketing, the CAN-SPAM Act or other commercial email laws, wireless domain suppression lists, and "Do-Not-Call" lists; (2) send or store infringing, obscene, threatening, harassing, libelous, or otherwise unlawful or tortious material, including material harmful to children or violate third party privacy rights; or (3) send or store material containing Malicious Code, including, without limitation, software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs.

(C) Client acknowledges that it may receive influencer contact details and other personal information from Cision as part of Company Data, and that it may use those details to contact influencers. To ensure that appropriate privacy information is made available to influencers, Client will identify Cision as a source of personal data in Client's publicly facing privacy policy and will provide a link to Cision's privacy policy at [www.cision.com/us/legal/privacy-policy/](http://www.cision.com/us/legal/privacy-policy/). Such notice will take substantially the following form: "[Client] obtains contact details and other personal information regarding media contacts and influencers from a variety of sources including Cision. If you wish to know more about how such information is collected and used, please refer to Cision's privacy notice at [www.cision.com/us/legal/privacy-policy/](http://www.cision.com/us/legal/privacy-policy/)."

(D) Client agrees not to modify, create derivative works of, translate, reverse engineer, decompile, or disassemble the Platform or the Services or otherwise recreate or gain access to the source code.

**2.4 Removal of Content.** Company does not pre-screen or review any Content. If Company is required by a third party to remove Content, or receives information that Content provided to Client may violate applicable law or third-party rights, Company will remove such Content from the Platform and may notify Client and in such event, Client will promptly remove such Content from its systems.

**2.5 Reports.** Subject to the terms and conditions of this Agreement, Company and/or its Affiliates will provide to Client those Services specifically described in an Order Form. The Services may include the delivery of analytic reports to Client (collectively, "Reports"). Reports may include data about Third-Party Content, Company's analysis of Third-Party Content, and excerpts, summaries of, and/or links to Third-Party Content. For the avoidance of doubt, Company will not translate full articles nor distribute the full text of articles to Client unless licensed to provide such content. Company grants to Client 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 Client's organization in connection with its ordinary course of business. Client acknowledges and agrees that it will not and will not permit Client Covered Parties to publish, sell, distribute, or provide, in full or part, the Reports to any third party without the prior written consent of Company, and in no event may Client publish, sell, distribute, copy, or reproduce, in full or part, any Third-Party Content contained in a Report or otherwise provided to Client by Company. Client acknowledges and agrees that (i) Company will own the content it contributes to the Reports, (ii) Company may re-use its standard Report formats and templates for other clients, and (iii) Reports generally contain summaries and analysis of Third-Party Content, which Third-Party Content remains subject to the copyrights of the underlying author. If Client is an advertising or public relations agency, Client may use the Services on behalf of a designated customer of Client, only in accordance with this Agreement, and Client must flow down to its customer any restrictions regarding the use of Reports or Third-Party Content set forth in the Agreement. Reports may be provided to Client via the Platform.

### 3. RIGHTS AND LICENSES

**3.1 Reservation of Rights.** No license or other rights in the Platform or any Content are granted to Client hereunder, and all rights not expressly granted to Client herein are expressly reserved to Company or its licensors, as applicable. Company Data is and shall remain the intellectual property of Company and is licensed to the Client hereunder as Content. Third-Party Content is and shall remain the intellectual property of the underlying author and/or provider and is subject to the copyrights of the underlying author and/or provider.

**3.2 Client Data.** Client represents and warrants that (i) it has valid title or license to all Client Data, (ii) it has all rights necessary to grant Company the rights set forth in this Agreement, and (iii) that Client Data will not contain any content that is obscene, libelous, slanderous or otherwise defamatory, false or misleading or that violates any copyright, right of privacy or publicity or other right of any person or party. Client grants Company and its Affiliates a worldwide, non-exclusive, royalty-free license to use, host, copy, distribute, perform, transmit, display and prepare derivative works of the Client Data solely for the purpose of providing the Platform or Services. Company may use information regarding Client's use of the Platform for its own internal business purposes, including but not limited to monitoring and improving the Platform. Subject to the limited licenses granted herein, Company acquires no right, title or interest from Client or its licensors under this Agreement in or to any Client Data. Company reserves the right to remove Client Data containing any information that Company determines in its sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or that violate any party's intellectual property or this Agreement. The Client is responsible for ensuring that any processing of personal data by or using the Platform complies with applicable law.

**3.3 Company Affiliates and Third Parties.** Company may share Client Data with its Affiliates or third parties that work on Company's behalf or provide services to Company in relation to Company's provision of the Platform to Client, including but not limited to necessary hardware, software, networking, storage, and technologies required to run the Platform, provided those parties are subject to confidentiality restrictions regarding Client Data no less than those enumerated in Article 6 of this MSA. Client hereby consents to such use of Client Data by Affiliates and third parties. Client acknowledges and agrees that Client Data may be transferred to, stored in, or accessed from outside the United States solely in order to provide the Platform or for Company to fulfill its obligations under this Agreement. Company shall, in providing the Platform or Services, comply with its privacy policy available at [www.cision.com](http://www.cision.com), or such other Web site address made publicly available.

**3.4 Client Feedback.** Client grants to Company and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Platform any suggestion, enhancement request, recommendation, correction or other feedback provided by Client or Users relating to the Platform.

**3.5 Beta Offerings and Future Functionality.** From time to time Company may make features or modules that Company is still testing available to Client. These modules and features are identified as beta, preview, early access, or using similar terms, and these modules are often offered at no additional charge to you ("Beta Modules"). You may use or decline any Beta Module. Beta Modules may not be supported or fully tested and may be changed at any time without notice to you. COMPANY PROVIDES BETA MODULES AS IS AND WILL HAVE NO LIABILITY ARISING OUT OF OR IN CONNECTION WITH A BETA MODULE – USE AT YOUR OWN RISK. Client agrees that its purchases are not contingent on the delivery of any future functionality, or dependent on any oral or written public comments made by Company regarding future functionality.

**3.6 Blind Data.** Company may collect, develop, create, extract, compile, synthesize, analyze and commercialize statistics, benchmarks, measures and other information based on Aggregated Data (collectively, "Blind Data"). Blind Data will be owned solely by Company and may be used for any lawful business purpose. "Aggregated Data" means Client Data that is: (i) anonymized and not identifiable to any person or entity; (ii) combined with the data of other clients or additional data sources; and (iii) presented in a way which does not reveal Client's identity.

**3.7 Client Marks.** To the extent that Client provides any trademarks, service marks, types, logos, or trade names (collectively, "Marks") to be used in connection with the Reports or in Client's instance of the Platform, Client grants to Company a limited, non-exclusive, right and license to use the Marks for such purposes and in accordance with any branding guidelines provided by Client.

### 4. HOSTING/AVAILABILITY AND SUPPORT

**4.1 Hosting/Availability.** Company shall host and maintain the Platform on its servers. 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 (as defined herein). Access to the Platform may be available during scheduled maintenance periods, but performance may be slower than normal.

**4.2 Client Data Deletion.** During the Term, Client may export or download Client Data as provided in the Documentation. After termination or expiration of this Agreement, Company will have no obligation to maintain or provide any Client Data or other Content to Client, and will thereafter delete or destroy all copies of Client Data in its systems or otherwise in its possession or control as provided in the Documentation or as Company routinely does such deletions and destructions in the ordinary course of its business, unless legally prohibited from doing so.

**4.3 Support.** During the term of this Agreement, Company shall provide technical support to Users to assist Client with troubleshooting, error correction and use of the Platform via a telephone help line or email during the hours of 8:00 AM through 8:00 PM Eastern time, Monday through Friday (unless otherwise set forth on an Order Form) except for Company's regular business holidays. Client will have unlimited access to Company's online product support center.

### 5. FEES AND PAYMENT

**5.1 Fees.** Client will pay all fees set forth in an Order Form. Except as otherwise specified in this Agreement or in an Order Form (1) fees are based on the Platform, Services, and/or Content subscribed to and not actual usage; and (2) except as set forth in Section 10.6, payment obligations are non-cancelable and fees paid are non-refundable. All payments will be made in U.S. dollars unless otherwise agreed to by the Parties. Client shall pay the fees set forth on an Order Form in accordance with the payment terms set forth on an Order Form or upon signing of this Agreement if no such terms are contained on an Order Form.

**5.2 Invoicing and Payment.** Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net thirty (30) days from the invoice date. Client is responsible for providing complete and accurate billing and contact information to Company and notifying Company of any changes to such information.

**5.3 Credit Card Payments.** If Client provides a credit card to Company, Client is granting permission to Company to charge all fees, including monthly, annual or other renewals to the credit card. Client may withdraw its consent to installment charges or recurring charges (if any) at any time by providing Company with at least thirty (30) days advance written notice (which may be by email), and making alternative arrangements for payment to be made no later than the same respective charge dates. Client represents that it is the card holder of any credit card that it provides to Company for payment(s), and Client is authorized to provide this authorization.

**5.4 Intentionally omitted.**

**5.5 Payment Disputes.** If Client, in good faith, reasonably disputes any invoiced amounts, it may withhold such disputed amounts, provided that Client (1) timely pays the undisputed portion of the invoice; and (2) provides Company with prompt written notice (which may be by email) of the dispute and commences discussion with Company to promptly resolve the dispute. Company will not exercise its rights under Section 10.5 if Client is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

**5.6 Taxes and Travel Expenses.** Prices set forth on the Order Form do not include taxes or travel expenses. Unless collected and remitted by Company (as indicated on the invoice presented to Client by Company), Client is responsible for payment of all taxes due to a governmental authority, if any, except for taxes imposed on Company's net income. Client shall provide to Company any certificate of exemption or similar document required to exempt any transaction under this Agreement from sales tax or other tax liability. Invoices will reflect any reasonable travel expense amounts pre-approved by Client in writing.

## **6. CONFIDENTIALITY AND SECURITY**

### **6.1 Confidential Information.**

(A) "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or proprietary, or that reasonably should be understood to be confidential or proprietary given the nature of the information and the circumstances of disclosures, including but not limited to business and marketing plans, technology and technical information, product plans and designs, and business processes. Confidential Information of Client includes Client Data. Confidential Information of Company includes the Company Data, Platform, Documentation and the terms and conditions of this Agreement (including pricing).

(B) Confidential Information will remain the property of the Disclosing Party. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care). The Receiving Party agrees: (1) to hold the Confidential Information in strict confidence; (2) to limit disclosure of the Confidential Information to the Receiving Party's own employees, agents, Affiliates, or authorized consultants or vendors who have a need to know the Confidential Information for the purposes of this Agreement; (3) not to disclose any Confidential Information to any third party; (4) to use the Confidential Information solely in accordance with the terms of this Agreement in order to carry out its obligations or exercise its rights under this Agreement; and (5) to notify the Disclosing Party promptly of any unauthorized use or disclosure of the Confidential Information and to cooperate with the Disclosing Party in every reasonable way to cease such unauthorized use or disclosure.

(C) The obligations in Section 6.1(B) will not apply to information that the Receiving Party can demonstrate: (1) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the Receiving Party; (2) is independently developed by the Receiving Party without regard to the Confidential Information of the other Party; (3) is already in its possession without obligation of confidentiality; (4) is rightfully received from a third party without any obligation of confidentiality; or (5) is subject to disclosure pursuant to the California Public Records Act ("CPRA").

(D) The Parties agree that any breach of this Section 6.1 may cause the Disclosing Party substantial and irreparable damages; therefore, if the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6.1, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive and equitable relief.

**6.2 Security.** Access to the Platform is password-controlled. Client is responsible for maintaining the security of user passwords and will instruct its Users as to the importance of maintaining the confidentiality of passwords and/or user identifications. Client acknowledges that the security of its systems may be compromised if Users do not follow applicable security policies and procedures and take other appropriate steps to maintain the security of the Platform, including, without limitation, maintaining the confidentiality of user identifications and passwords, frequent changing of passwords and maintaining appropriate internal controls to monitor access to and use of the Platform. If Client becomes aware of the unauthorized use of a password or other security breach, Client will promptly notify Company in writing.

**6.3 Compliance with Law/Order.** Receiving Party reserves the right to use or disclose Disclosing Party's Confidential Information if required by law and/or to comply with a judicial proceeding, court order, or legal process; provided, however, that in each instance, to

the extent legally permissible, Receiving Party shall provide Disclosing Party with prior written notice (which may be by email) of such compelled disclosure.

## 7. REPRESENTATIONS AND WARRANTIES

**7.1 Authorization and Compliance.** Each Party represents and warrants that the undersigned individual has full authority to (1) execute this Agreement on behalf of his/her respective Party; and (2) bind his/her respective Party to this Agreement. Both Parties agree to comply fully with all relevant laws, including the export laws and regulations relating to use of the Platform in its place of business, regardless of country or jurisdiction.

**7.2 Warranties.** Company warrants that the Platform will: (1) perform substantially in accordance with the applicable Documentation; and (2) be available to Client in accordance with the service level standards set forth in Section 4. Company will use commercially reasonable efforts to ensure that the Platform is and remains free of Malicious Code. Company further represents and warrants that any Services will be performed in a professional and workmanlike manner consistent with industry standards and best practices.

**7.3 Client's Systems.** Client is solely responsible for its own computer networks, systems, hardware, and software, including the storage, security, and preservation of its own data. Storage and use of any downloaded Content is solely at Client's own risk.

### 7.4 Disclaimers.

(A) THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE (INCLUDING NON-INFRINGEMENT), AND ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. COMPANY MAKES NO WARRANTY THAT THE PLATFORM AND SERVICES OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE.

(B) COMPANY DOES NOT MAINTAIN OR CONTROL THIRD-PARTY CONTENT OR THE CONTENT OF OTHER WEBSITES THAT MAY BE MADE AVAILABLE VIA THE PLATFORM, SERVICES, OR WITHIN REPORTS AND IS NOT RESPONSIBLE FOR THE AVAILABILITY, COMPLETENESS, TIMELINESS, FACTUAL ACCURACY, OR NON-INFRINGEMENT OF SUCH CONTENT. CONTENT IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. CLIENT ACKNOWLEDGES THAT COMPANY AND/OR THIRD-PARTY SOURCES MAY CHOOSE AT ANY TIME TO PROHIBIT THEIR CONTENT FROM BEING ACCESSED UNDER THIS AGREEMENT.

## 8. INDEMNIFICATION

**8.1 Indemnification by Company.** Company will defend any Client Covered Parties against any claim, demand, suit or proceeding made or brought against Client by a third party alleging that the Platform infringes or misappropriates such third party's intellectual property rights under the laws of the United States (a "Claim Against Client"), and will indemnify Client Covered Parties from any damages, attorney fees and costs finally awarded against Client Covered Parties as a result of, or for amounts paid by Client Covered Parties under a court-approved settlement of a Claim Against Client. Company's indemnification obligation does not cover third party claims arising from: (1) modifications to the Platform by anyone other than Company or its authorized agents and contractors; (2) use of the Platform by Client in combination with other software or equipment not provided by Company where the Platform, but for such combination, would not be infringing; or (3) Client's failure to use the Platform in accordance with the terms and conditions in this Agreement. If a claim regarding the Platform and alleging infringement is brought or is likely, in Company's sole opinion, to be brought, Company may, at its option and expense (A) obtain the right for Client to continue using the Platform; (B) replace or modify the Platform so that it becomes non-infringing; or (C) upon notice to Client, terminate this Agreement or Client's use of the Platform or any portion thereof, provided that Company promptly refunds to Client the prorated portion of any pre-paid annual subscription fees paid hereunder for the Platform. The above defense and indemnification obligations do not apply to the extent a Claim Against Client arises from Client Data, Content, or Client's breach of this Agreement.

**8.2 Indemnification by Client.** To the extent permitted by applicable law, Client will defend any Company Covered Party against any claim, demand, suit or proceeding made or brought against such Company Covered Party by a third party alleging that the Client Data, or Client's use of any Platform, Service, or Content in breach of this Agreement, infringes or misappropriates such third party's intellectual property, proprietary or personal rights or violates applicable law, including violation of privacy or spamming laws or regulations (a "Claim Against Company"), and will indemnify the Company Covered Party from any damages, attorney fees and costs finally awarded against the Company Covered Party as a result of, or for any amounts paid by the Company Covered Party under a court-approved settlement of a Claim Against Company.

**8.3 Indemnification Requirements.** Indemnification by a Party is conditioned upon the following: (1) the indemnitee promptly notifying the other Party of any claim; (2) the indemnitor having sole control of the defense and all related settlement negotiations; and (3) the indemnitee cooperating, at the indemnitor's expense, in the defense and furnishing the indemnitor with all related evidence in its control.

**8.4 Exclusive Remedy.** This Section 8 states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any type of claim described in this section.

## 9. LIMITATION OF LIABILITY

**9.1 Responsibility for Results.** Client acknowledges that it alone is responsible for the results obtained from its use of the Platform, including without limitation the usefulness, completeness, accuracy and content of such results. If any such results are inaccurate or incomplete solely due to any defect in the Platform, Client's exclusive remedy and Company's sole obligation shall be to correct or modify the Platform at no additional charge to Client.

**9.2 Links to Third Party Sites.** The Platform may contain hyperlinks to Web sites controlled by parties other than Company. Company is not responsible for and does not endorse or accept any responsibility for the content or use of such Web sites.

**9.3 Limitation of Liability.** Except for a material breach of the confidentiality provisions set forth in Section 6 or claims related to personal injury or property damage caused solely by Company's gross negligence or willful misconduct, Company's entire liability and Client's exclusive remedy for damages for any claims arising under or in connection with this Agreement, regardless of the cause of action, whether in contract or in tort (including without limitation, breach of warranty and negligence claims) shall be limited to Client's actual, awarded direct damages, not to exceed the amounts actually paid by Client under this Agreement during the twelve (12) months immediately preceding the month in which the cause of action arose.

**9.4 Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY, COMPANY'S THIRD-PARTY CONTENT SUPPLIERS, OR ANY OF THEIR DIRECTORS, AGENTS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY FOR (1) ANY CLAIMS OR DEMANDS OF THIRD PARTIES (OTHER THAN THOSE THIRD-PARTY CLAIMS COVERED BY SECTION 8); OR (2) ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR ANTICIPATED PROFITS, LOSS OF REVENUE, ECONOMIC LOSS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OF EQUIPMENT, OR INTERRUPTION OF BUSINESS, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## 10. TERM AND TERMINATION

**10.1 Term of MSA.** The term of this MSA commences on the MSA Effective Date and continues until the expiration or termination of all Service Terms ("Term"). Except as expressly set forth in this Agreement, this Agreement may not be terminated prior to the end of the Term.

**10.2 Term of Subscriptions.** A "Service Term" is defined as the period of time for each Service, including the Platform subscription, provided to Client under this Agreement. Service Terms will be set forth in each applicable Order Form. Any Services purchased by Client shall be used by Client within the longest Service Term of any service listed on the Order Form, or if no other service is listed on the Order Form, then within Client's then-current Service Term.

**10.3 Auto-Renewal.** INTENTIONALLY OMITTED.

**10.4 Termination for Breach.** If either Party believes that the other Party has failed in any material respect to perform its obligations under this Agreement, then that Party may provide written notice to the breaching Party describing the alleged failure in reasonable detail. If a breach has occurred and if the breaching Party does not cure or begin to cure the material failure within thirty (30) days after receiving such written notice, then the non-breaching Party may terminate this Agreement immediately by written notice to the breaching Party. Termination of this Agreement will be in addition to, and not in lieu of, other remedies available to the terminating Party. Notwithstanding the foregoing, Company may terminate this Agreement immediately if Client or any Users breach Section 2.1(B), Section 2.3, or Section 6 of this Agreement.

**10.5 Suspension of Service by Company.** In addition to those conditions, rights, and remedies set forth in this Agreement, Company may suspend access to the Platform under any Order Form if, in Company's reasonable determination: (1) Client fails to pay an undisputed invoice within ten (10) days after Company gives Client notice of such failure (which may be by email or telephone); (2) Client's use of the Platform or Content violates applicable local, state, federal, or foreign laws or regulations; (3) Client fails to use the Platform in accordance with this Agreement; (4) Client's use of the Platform degrades performance of the Platform, or results in excessive bounce-backs, SPAM notices or requests for removal from mailing lists by recipients; or (5) there are repeated complaints of Client posting or uploading material that infringes or is alleged to violate the intellectual property rights of any person or entity. Company will provide notice (which may be by email) of such suspension; and when commercially possible, will work in good faith with Client to help Client resolve the issue causing the suspension so that access to the Platform may be restored.

**10.6 Refund or Payment on Termination.** If this Agreement is terminated by Client in accordance with Section 10.4 above, Company will refund Client any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Company in accordance with Section 10.4 above, Client will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve Client of its obligation to pay any fees due or payable to Company for the period prior to the effective date of termination.

**10.7 Effect of Termination.** Upon any expiration or termination of this Agreement: (1) Client's right to use the Platform shall cease, and Company shall have no further obligation to make the Platform available to Client; (2) except as otherwise expressly stated herein, all rights, licenses and/or access granted to Client under this Agreement will immediately cease; and (3) Client shall return, delete or destroy any Content and shall certify in writing to Company that it has done so.

## 11. GOVERNING LAW AND DISPUTES

**11.1** The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT shall not apply to this Agreement. Client and Company agree that in the event of litigation, the prevailing Party shall have the right to collect from the other Party its reasonable costs and attorneys' fees.



11.2 Except for actions for non-payment, breach of confidentiality or indemnities under Section 8, no action, regardless of form, arising out of or related to this Agreement may be brought by either Party more than two (2) years after the accrual of the cause of action.

## 12. GENERAL PROVISIONS

**12.1 Export Compliance.** The Platform and Content and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Company and Client each represents that it is not named on any U.S. government denied-party list. Client will not permit any User to access or use any Platform or Content in a U.S.-embargoed country or in violation of any export law or regulation.

**12.2 Anti-Corruption.** Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other Party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Client learns of any violation of the above restriction, it will use reasonable efforts to promptly notify Company's Legal Department at legaldept@cision.com.

**12.3 Force Majeure.** Except for Client's obligation to pay for access to the Platform, and/or Content, and/or Services already performed or to which it had access, neither Party will be responsible for failure to perform contractual duties caused by events beyond such Party's reasonable control, including but not limited to: (1) failures of utility services or transportation networks; (2) acts of public enemies; (3) terrorism; (4) war; (5) insurrection or riot; (6) natural disasters; (7) a serious accident, strike, labor trouble, or work interruption; (8) compliance with any newly-enacted applicable law; or (9) any other events beyond a Party's reasonable control; provided, however, the affected Party provides the other with prompt notice thereof (which may be by email) and uses commercially reasonable efforts to promptly resume performance.

**12.4 Relationship of the Parties.** The Parties are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the Parties.

**12.5 Government Clients.** If Client is the U.S. Government or any agency or instrumentality thereof, then any software provided pursuant to this Agreement is delivered with RESTRICTED RIGHTS only. The use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-19 Commercial Computer Software—Restricted Rights or DFAR 252.227-7013 Rights in Technical Data and Computer Software.

**12.6 Third-Party Beneficiaries.** Company's Content licensors shall have the benefit of Company's rights and protections hereunder with respect to the applicable Content. There are no other third-party beneficiaries under this Agreement.

**12.7 Notices.** Any notice or other communication required or permitted to be made or given by either Party pursuant to this Agreement will be in writing, in English, and will be delivered by U.S. mail, personal delivery, or by express courier service, unless otherwise explicitly provided that email shall suffice. Notice will be deemed to have been duly given: (1) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (2) when delivered if delivered personally; or (3) one (1) business day after being sent by express courier service. All notices will be sent to Client at its address as set forth on the first page of this Agreement. Notices to Company shall be sent to Cision, 12051 Indian Creek Court, Beltsville, MD 20705, Attn: Legal Department. Notices to Client, other than notices of material breach of the Agreement may be sent via the Platform or any email address provided by Client in connection with Client's account.

**12.8 Waiver.** No failure or delay by either Party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving Party. If either Party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the Party may have under this Agreement.

**12.9 Severability.** The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the Parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the Parties.

**12.10 Survivability.** All provisions of this Agreement relating to disclaimers of warranties, remedies, damages, confidentiality, payment obligations, restrictions on use, and any other terms that either expressly or by their nature should survive, shall survive any termination of this Agreement, and shall continue in full force and effect.

**12.11 Assignment.** Client may not assign this Agreement without Company's written consent, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties, their successors and permitted assigns.

**12.12 Headings.** Section headings are for reference only and shall not be considered substantive parts of this Agreement.

**12.13 Counterparts.** This Agreement may be executed by facsimile or electronic signature and in counterparts.

**12.14 OFAC.** Client represents and warrants that neither it nor any of its employees is a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental action.

**12.15 Entire Agreement.** This Agreement represents the entire agreement between Client and Company with respect to the subject matter, superseding all previous oral or written communications, representations, or agreements or proposals, including but not limited to any purchase order forms submitted by Client, and Client acknowledges that it has not relied on any representation that is not expressly set forth in this Agreement. The Parties agree that any term or condition stated in a Client purchase order or in any other Client order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency within the Agreement, the order of precedence shall be: (1) the applicable Order Form or SOW, (2) this MSA, and (3) the Documentation. This Agreement may be modified only by a writing signed by both Parties.

Signed by each Party's authorized representative.

Cision US Inc.

Client

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Signature: \_\_\_\_\_

Approved as to Form

Name: \_\_\_\_\_

Office of the County Counsel  
Leslie J. Girard, County Counsel

Date: \_\_\_\_\_

DocuSigned by:

*Maiana Pantale*

Signature: \_\_\_\_\_

Deputy County Counsel

2/2/2022 | 2:43 PM PST

Date: \_\_\_\_\_

Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel-Risk Manager

DocuSigned by:

*Danielle Mancuso*

Signature: \_\_\_\_\_

Risk Manager

2/3/2022 | 9:08 AM PST

Date: \_\_\_\_\_

I have no objection if BOS agrees to waive  
add'l insured status as limits are high.  
Approved as to Fiscal Provisions

DocuSigned by:

*Joey Nblasco*

Signature: \_\_\_\_\_

Auditor/Controller

2/15/2022 | 2:35 PM PST

Date: \_\_\_\_\_

**\*INSTRUCTIONS:**

If LICENSEE is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313.  
If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers.  
If LICENSEE is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership.  
If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

## EXHIBIT A SERVICES APPENDICES

Each section is only applicable if the service named has been subscribed to as set forth on an Order Form or forms part of another Service.

### 1. MEDIA DATABASE SERVICES

**1.1 Rates.** This section sets forth the terms and conditions governing Client's use of Company's proprietary database that contains media profiles and associated information ("**Database Data**") and is a subset of Company Data.

**1.2 License.** Client may allow its Users to access and use the Database Data to create and download lists of media outlet information, distribute press releases or similar information via the Platform, and attach its own personal notes to Database Data. Users may also integrate their own email account into the Platform in order to view email correspondences sent outside of the Platform with contacts found in the Database Data. Integration is subject to User consent. To the extent that a User authorizes such integration, Client accepts and agrees that Company or its third-party service providers will search, index, copy email messages from an integrated email account, and store and display those email messages within the Platform, solely for Client's use. Client also acknowledges that emails are visible to all Users of Client's instance of the Platform. Client is responsible for ensuring that integrating Users' separate email service with the Platform complies with Client's own internal policies and procedures, including but not limited to any information security and data protection policies and procedures. Users' email account(s) and all related email text and content are "Client Data." Client will not: (1) remove any proprietary notices, graphics, or text contained in or on the Database Data or on any downloaded lists; (2) make the Database Data or any downloaded lists available to non-Users, unless otherwise permitted under this Agreement; (3) incorporate or use the Database Data in any resale process, including a press release distribution service, unless otherwise permitted under this Agreement; or (4) use Database Data in a manner that would violate any applicable law, including but not limited to the CAN-SPAM Act or other anti-spamming laws or regulations and the Canadian Personal Information Protection and Electronic Documents Act all as amended by the Canada Anti-Spam Legislation. Client understands and accepts that by providing the media database and the Database Data, Company does not represent that it has received opt-ins on behalf of Client and that it is Client's sole responsibility to be compliant with applicable laws and regulations in contacting the individuals in the database. Client is responsible for ensuring that any individual whom Client contacts via the Platform using contact information acquired other than through the Platform has either (A) given prior consent; or (B) can be contacted by Client in accordance with applicable law. UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, DOWNLOADING, REPRODUCTION, REDISTRIBUTION, OR REPUBLICATION OF THE DATABASE DATA IS AT CLIENT'S OWN RISK. COMPANY AND ITS THIRD-PARTY PROVIDERS WILL NOT BE LIABLE FOR CLIENT'S SUBSEQUENT USE OR DISTRIBUTION OF THE DATABASE DATA.

**1.3 Twitter Data.** Certain Database Data may be provided by Twitter ("**Twitter Data**"), and by using such Twitter Data, Client agrees to the Twitter Terms of Service located at [www.twitter.com](http://www.twitter.com) or such other terms that Client has entered into with Twitter directly ("**Twitter TOS**"). If Client uses the Platform to create content for or post content to the Twitter service, then Client agrees to be bound by the Twitter privacy policy located at [www.twitter.com](http://www.twitter.com) ("**Twitter Privacy Policy**"), and the Twitter Rules located at [www.twitter.com](http://www.twitter.com) ("**Twitter Rules**"). Company may immediately terminate Client's access to and continued retention of Twitter Data if Company or Twitter reasonably believes that Client is not in compliance with the Twitter TOS, Twitter Rules or Twitter Privacy Policy.

**1.4 YouTube Data.** Certain Database Data may be provided by YouTube ("**YouTube Data**"), and by using such YouTube Data, Client agrees to be bound by the YouTube Terms of Service located at <https://www.youtube.com/t/terms> or such other terms that Client has entered into with YouTube directly ("**YouTube TOS**"). Company may immediately terminate Client's access to and continued retention of YouTube Data if Company or YouTube reasonably believes that Client is not in compliance with the YouTube TOS.

### 2. PRESS RELEASE DISTRIBUTION AND WEB SERVICE ENGINE OPTIMIZATION ("WEB SEO") SERVICES

**2.1 Press Release Distribution Services.** This section sets forth the terms and conditions governing Client's use of press release distribution services ("**Distribution Services**") provided by Company's Affiliates, PR Newswire Association LLC ("**PR Newswire**") and/or Vocus PRW Holdings ("**PRWeb**") and are subject solely to the terms and conditions specified in this Section 2.1 of this Exhibit A and Articles 5, 10, 11 and 12 of the MSA. Any other provision of the MSA shall have no force or effect with respect to the provision of the Distribution Services.

(A) For purposes of this Section 2.1, the following terms have the meanings ascribed to them below:

"**Authorized Sender**" refers to those individuals identified by Client in writing as being authorized to submit Release Content and issue Releases on Client's behalf.

"**Release Content**" refers to information, data or content of any kind posted, delivered, uploaded or submitted by Client or on Client's behalf in connection with the Distribution Services, whether in the form of copy, text, images, video, audio files or other form, and regardless of the format, including all logos, proprietary marks, distribution lists, links and URLs.

"**Release**" refers to Release Content, as processed by PR Newswire or PRWeb for distribution.

(B) Client is responsible for the content and accuracy of all Release Content submitted by it, even if any Release Content has been reviewed, edited, or written by Company or its Affiliates for Client. PRNewswire, PRWeb and Company are not responsible for verifying facts contained in any Release Content. Because of the volume of information and copy submitted to PR Newswire and PRWeb, PR Newswire and PRWeb cannot be responsible for verifying any facts contained therein. Client represents, warrants and covenants that (1) it has the right, power and authority to submit the Release Content to PR Newswire or PRWeb for distribution and to issue Releases; (2) it has all of the necessary right, title and interest in and to the Release Content to grant the rights granted herein; (3) it shall comply with all federal, state, local and international laws, rules and regulations applicable to its use of the Platform; (4) it has obtained all of the authorizations and consents required in connection with its distribution lists; (5) the Release Content will not contain any material that (a) is obscene or pornographic; (b) is libelous, slanderous, defamatory, or otherwise false

or misleading; or (c) violates any copyright, patent, trademark, trade secret or other proprietary right, right of privacy or publicity, or any other right of any individual or entity; and (6) it shall take commercially reasonable precautions to ensure that the Release Content will not contain any (a) computer virus, Trojan horse, trap door, back door, Easter egg, worm, time bomb, packet bomb, cancelbot, scripts, macros; (b) programs or links to macros, scripts, or programs; or (c) other code that alters, destroys or inhibits the operation of, or infiltrates computer systems or data run through such computer systems. Client shall indemnify and hold harmless PR Newswire and/or PRWeb, its affiliates and agents, and those licensed or otherwise authorized by PR Newswire and/or PRWeb to process, transmit or distribute Release Content from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any breach by Client of the foregoing representations and warranties or otherwise arising out of or relating to the contents or nature of the Release Content.

(C) By submitting Release Content to PR Newswire and/or PRWeb in connection with the Distribution Services, Client grants to PR Newswire and/or PRWeb and their third-party content distributors a worldwide, royalty-free, perpetual and sublicensable right and license to reproduce, distribute, translate, archive and create derivative works of the type created by a news release distribution business from any Release Content or Release.

(D) Only Authorized Senders may submit Release Content or issue Releases on Client's behalf. Client acknowledges that it is its responsibility to provide PR Newswire and/or PRWeb with a current, accurate list of the names of its Authorized Senders, and all related contact information, at all times. For each Release, Client shall indicate, in writing, (1) the name of the issuer of the Release (i.e. not the issuer's agency), which name shall be displayed to the public as the source of the Release; and (2) the name and phone number of the person responsible for responding to questions or requests for additional information by members of the media and other readers of the Release. As part of its performance of the Distribution Services, PR Newswire and/or PRWeb may process Client Data, including for the purposes of (1) incorporation of metatags, urls, beacons, logos, and copyright notices; (2) formatting for distribution; and (iii) correction of typographical, spelling, and other non-substantive errors.

(E) Client acknowledges that: (1) Client's failure to update the names of its Authorized Senders or any related contact information could result in delays in the issuance of Releases or the issuance of Releases by a person or persons no longer authorized by Client; (2) PR Newswire or PRWeb may, in its sole discretion and judgment, reject Release Content for any reason, or refuse or cease distribution of any Release or remove any Release, in each case if it determines that the Release is objectionable or may result in liability; (3) PR Newswire's and PRWeb's distribution lists may change from time to time, and, except as otherwise expressly specified in the Order, PR Newswire and PRWeb do not guarantee distribution of a Release to any specific distribution point; (4) PR Newswire and PRWeb do not guarantee that any Release will be picked up by any particular website, media outlet or member of the media; (5) once distributed and viewable by the public, a Release may be publicly accessed, viewed and downloaded in perpetuity; and (6) PR Newswire and PRWeb have no responsibility or liability for the license terms of any Terms of Use, Terms of Service, or other terms or conditions of any social media site (such as Facebook, Twitter, YouTube and Pinterest) to which a Release is distributed.

(F) Company represents that it has the right, power, and authority to act for and bind PR Newswire and PRWeb, who in turn each represent and warrant that (1) it has the right, power and authority to enter into this Agreement; (2) it will comply with all federal, state, international and local laws, rules and regulations applicable to Company's business in connection with the provision of Distribution Services to Client hereunder; and (3) it will perform its obligations under the terms of this Agreement in accordance with applicable industry standards. Any errors by PR Newswire or PRWeb will be corrected promptly upon discovery, without additional charge, or, if correction is not practical (in PR Newswire's or PRWeb's discretion) then PR Newswire or PRWeb may provide a refund for such affected Release, and such obligation to correct or refund shall constitute the sole liability of PR Newswire or PRWeb for such affected Release.

(G) EXCEPT AS PROVIDED IN THIS SECTION 2.1, PR NEWSWIRE AND PRWEB MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE DISTRIBUTION SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR SUITABILITY FOR PRINT OR BROADCAST. NOTWITHSTANDING ANY PROVISION OF THE MSA TO THE CONTRARY, EXCEPT FOR CLAIMS RELATED TO PERSONAL INJURY OR PROPERTY DAMAGE CAUSED SOLELY BY PR NEWSWIRE'S OR PRWEB'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PR NEWSWIRE'S, PRWEB'S AND COMPANY'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIMS ARISING UNDER OR IN CONNECTION WITH THE DISTRIBUTION SERVICES, REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING WITHOUT LIMITATION, BREACH OF WARRANTY AND NEGLIGENCE CLAIMS) SHALL BE LIMITED TO CLIENT'S ACTUAL, AWARDED DIRECT DAMAGES, NOT TO EXCEED THE AMOUNTS ACTUALLY PAID BY CLIENT WITH RESPECT TO THE DISTRIBUTION SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CAUSE OF ACTION AROSE. IN CONNECTION WITH THE DISTRIBUTION SERVICES, IN NO EVENT WILL EITHER PARTY OR ANY OF THEIR DIRECTORS, AGENTS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY FOR (1) ANY CLAIMS OR DEMANDS OF THIRD PARTIES (OTHER THAN THOSE THIRD-PARTY CLAIMS COVERED IN SECTION 2.1 OF THIS EXHIBIT A); OR (2) ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR ANTICIPATED PROFITS, LOSS OF REVENUE, ECONOMIC LOSS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OF EQUIPMENT, OR INTERRUPTION OF BUSINESS, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

(H) Client acknowledges that the views expressed by issuers of press releases are their own opinions, not the views of Company or the Press Release Distribution Services, and that different issuers of press releases may espouse conflicting opinions.

(I) Company, PRNewswire and PRWeb reserve the right in their reasonable discretion to (a) reject or edit Release Content (such editing to be done collaboratively with Client); and (b) remove any Release from their Web sites, cease distribution of any Release

or reject any Release, at any time. Client acknowledges that re-distribution of Releases is sometimes beyond Company's control, and accordingly, Company is not obligated to remove Releases from sites outside of its networks.

(J) All Releases must follow the Distribution Services' editorial guidelines which can be found on the Distribution Services' Web sites and are subject to change at any time at Company's, PRNewswire's or PRWeb's sole discretion.

**2.2 Web SEO Services.** Client may purchase search engine optimization and tagging services, as well as search engine reports on their press releases ("**Web SEO Services**"). As further set forth in Section 7 of the MSA, neither Company nor its third-party suppliers or partners will be liable to Client for any error or omission resulting in the failure of the Web SEO Services to create any specific changes in search engine placement.

### **3. MEDIA MONITORING SERVICES**

**3.1 Queries.** This section sets forth the terms and conditions governing Company's or its Affiliates' provision and Client's use of the media monitoring service (the "**Monitoring Service**"). Company will monitor sources for mentions of words or phrases specified by Client (each word or phrase a "**Client Query**"). Company reserves the right, in its sole and absolute discretion, to refuse to undertake any Client Query that Company reasonably deems improper or unlawful.

**3.2 Services and Rates.** Based on Client Queries, the Monitoring Service may contain information from the following available sources: (1) print, (2) internet, (3) social media, (4) images, and (5) broadcast monitoring (collectively, the "**Materials**"). Information provided through broadcast monitoring shall also be referred to as "**Broadcast Content**." Materials provided through the Monitoring Service constitute Content and are provided "AS IS."

(A) **Media Monitoring Services, Generally.** Company takes no responsibility and assumes no liability for the obligations of Third-Party Content received via the Platform. Client acknowledges and agrees that Company is only acting as a passive conduit for online distribution and publication of Materials from a third party. Client may be required to agree to a third party's terms of use in connection with its use of Materials.

(B) **International Print Monitoring Services.** For international print media monitoring services, Company may charge a fixed fee as set forth on the applicable Order Form as well as a variable charge for delivery of certain articles, as set forth on the applicable Order Form. Items delivered to Client cannot be used 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. Certain items delivered to Client via the Platform may only remain on Company's servers for a limited period of time pursuant to Company's agreements with its third-party providers. After expiration of that time, those copyrighted items may not be available for retrieval from the Platform.

(i) **Canadian Monitoring Services.** Canadian Content is subject to additional terms and restrictions as set forth below:

a. Client must make its Users, and any person who is given access to the Materials, aware of the restrictions on use of and access to the Materials (as described or referred to in this Agreement) before giving such persons access to the Materials.

b. For Materials for which distribution rights are administered by third-party licensors (including Company's Affiliate, CNW Group Ltd.), the licensing rights and authorizations granted under this Agreement are deemed to have been granted directly by such licensors. Client authorizes Company and its Affiliates to transfer to such third-party licensors all relevant information about this Agreement and Client's use of the Platform and Services. Such third-party licensors and underlying copyright owners shall have the benefit of Company's rights and protections hereunder with respect to applicable Content.

c. In some circumstances, certain Materials may only be available if Client enters into a direct copyright license with and/or pays direct license fees to the applicable licensor (even if those Materials are specifically referred to in this Agreement or in an Order Form). In addition, certain Services or Materials may have threshold limits based on the Parties' agreed estimate of Client's usage, as indicated on an applicable Order Form. Company reserves the right to conduct periodic actual usage audits to determine Client's actual volume. If Client's audited volume exceeds the tier applicable to its usage, Company will cease providing Content above such volume, and determine what Content to deliver in its sole discretion.

d. Without limiting the generality of sub-section (c.) above, Company provides certain Canadian Materials to Client through its Affiliate and licensing rights manager, CNW Group Ltd. ("**CNW**"). To enable these Materials to be provided in compliance with underlying copyright licenses, the Materials are subject to the licensing terms set out at <http://cnw.en.mediaroom.com/cnw-content-licensing-terms> (the "**CNW Terms**"). In return for the Materials being made available through Company, Client agrees that the CNW Terms constitute a separate binding agreement between Client and CNW, and that CNW has the right to assert its rights and enforce the CNW Terms directly on its own behalf. The CNW Terms are hereby incorporated into this Agreement by reference.

(C) **News Monitoring with LexisNexis.** Company provides certain Materials to Client through a partnership with LexisNexis, a division of Reed Elsevier Inc. ("**LN**") via the Platform, and Content provided through this partnership is provided "AS IS." LN-provided Content is subject to the LexisNexis Terms and Conditions, available online at <http://www.lexisnexis.com/terms/general.aspx> and incorporated into this Agreement by reference or such other terms that Client has entered into with LN directly ("**LN Terms**"). The LN Terms shall be deemed modified to the extent necessary to permit access to the LN-provided Content through the functionality of the Platform. Client is prohibited from accessing and using LN-provided Content unless Client has consented to the LN Terms. The LN Terms constitute a separate binding agreement between LN and Client, and LN has the right to assert and enforce the LN Terms directly on its own behalf. Company takes no responsibility and assumes no liability for the obligations of LN as well as any LN-provided Content accessed via the Platform. Client agrees that Company is only acting as a passive conduit for online distribution and publication of LN-provided Content that has been ordered by Client from LexisNexis. LN's consent to the terms of this Agreement shall be evidenced by providing Client with the means to access the LN-provided Content. LN Content may be provided as part of or separately from the Monitoring Service.

(D) **Quickshare via LexisNexis Publisher.** Company provides certain content sharing capabilities of LN-provided Content ("**Quickshare**") to Client through a partnership with LN via the Platform, but only if Client subscribes to such Quickshare service. Client is permitted to publish or distribute LN-provided Content internally to the specified number of recipients listed on the Order Form through daily newsletters, email transmission, and/or through Client's intranet. For purposes of this paragraph, "internal" includes Client and its Affiliates.

(E) **Social Media Monitoring Services.** In conjunction with its partners, Company provides social media monitoring services directly by email and via the Platform. Social media monitoring charges consist of a fixed fee based on the number of media categories that Company tracks and Client's article volume. This fee is tiered based on the Parties' agreed estimate of Client's usage. Company reserves the right to conduct periodic actual usage audits to determine Client's actual volume. If Client's audited volume exceeds the tier applicable to its usage, Company will cease providing Content above such volume, and determine what Content to deliver in its sole discretion. Company may need administrative access to Client's social media platform(s) in order to provide social media monitoring services.

(i) Certain Content may be provided by Twitter ("**Twitter Data**"), and by using such Content Client agrees to the Twitter Terms of Service located at [www.twitter.com](http://www.twitter.com) or such other terms that Client has entered into with Twitter directly ("**Twitter TOS**"). If Client uses the Platform to create content for or post content to the Twitter service, then Client agrees to be bound by the Twitter privacy policy located at [www.twitter.com](http://www.twitter.com) ("**Twitter Privacy Policy**"), and the Twitter Rules located at [www.twitter.com](http://www.twitter.com) ("**Twitter Rules**"). Company may immediately terminate Client's access to and continued retention of such Content if Company or Twitter reasonably believes that Client is not in compliance with the Twitter TOS, Twitter Rules or Twitter Privacy Policy.

(ii) Certain Content may be provided by YouTube ("**YouTube Data**"), and by using such YouTube Data, Client agrees to be bound by the YouTube Terms of Service located at <https://www.youtube.com/t/terms> or such other terms that Client has entered into with YouTube directly ("**YouTube TOS**"). Company may immediately terminate Client's access to and continued retention of YouTube Data if Company or YouTube reasonably believes that Client is not in compliance with the YouTube TOS.

(F) **Image Monitoring Services.** Company may provide, if and as ordered, either physical Reports or dashboards available through the Platform, which measure the reach and impact of certain images. Images are either provided by Client or identified by Client to Company and retrieved by Company, and all such images are considered Client Data hereunder. Company may need administrative access to Client's social media platform(s) in order to provide image monitoring services, and Client agrees to provide such access, if required and requested by Company. Client remains responsible for compliance with the terms of use or terms of service for any and all social media platforms utilized in the provision of image monitoring services.

(G) **Broadcast Monitoring Services.**

(i) Company provides Broadcast Content through a partnership with a third-party provider. Notwithstanding anything in this Agreement to the contrary, Client and Users may: (1) search for and retrieve video and audio streams, (2) edit clips for storage on, and retrieval from, the third-party provider's servers via the tools provided, (3) use the Broadcast Content only for Client's internal, professional use and the purposes of private, non-commercial criticism, comment, news reporting, teaching, scholarship, or research; (4) distribute the Broadcast Content only within Client's organization in digital copy or link distribution through e-mail, as permitted by the third party's software; (5) not publicly distribute, broadcast, transfer, display, or otherwise publicly exhibit any part of the Broadcast Content by any means, including posting clips to a public Web site on the Internet; (6) not resell, redistribute, download, or store Broadcast Content, other than as permitted in this Section; and (7) 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. Client and Users must use best efforts to prevent unauthorized copying or distribution of the Broadcast Content.

(ii) Company provides Client with information on subjects that Client selects from broadcast sources, and Broadcast Content is provided "AS IS." Company does not commit to provide specific stations. Further, restrictions may be imposed on the length of the clips, how long they remain available on the third-party servers, the number of times they may be played, or other similar functional characteristics. Included stations and restrictions are typically determined by the third-party providers based on such factors including but not limited to laws, regulations, and the availability of licenses, and restrictions may change during the Term. NOTWITHSTANDING THE FOREGOING, CERTAIN BROADCAST CONTENT OR FUNCTIONALITY MAY NOT BE AVAILABLE IF SUCH BROADCAST CONTENT OR FUNCTIONALITY IS OR BECOMES RESTRICTED BY THE CREATOR OR THIRD-PARTY PROVIDER OF SUCH BROADCAST CONTENT OR FUNCTIONALITY, OR BY LAW OR BY REGULATION.

### 3.3 Usage.

(A) Client can access the text (or portions of the text) and video clips containing the Client Queries within the Platform or Reports. Using the Platform functionality, Client may e-mail text and/or hyperlinks viewable within the Platform to Client's employees, agents, contractors or customers (in the case of agencies who use the Platform on behalf of a customer) ("**Allowed Recipients**") solely for use in relation to Client's or Client's customer's (in case of agencies who use the Platform on behalf of a customer) internal business purpose.

(B) Unless otherwise authorized in this Agreement, neither Client nor Allowed Recipients may (a) resell any text or video clips supplied hereunder (including any portion thereof); or (b) distribute or transfer, by any means whatsoever, any text or video clips received via the Platform (or copies thereof), to any person, organization or institution other than Allowed Recipients. Client warrants that text or video clips provided to Client through the use of the Platform 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 site. Notwithstanding anything to the contrary in this Agreement, Client may, via the Platform, post, in electronic format, text, reports or the like, received via the Platform to an intranet site for access and use solely by Allowed Recipients.

(C) Client acknowledges and agrees that in providing the Monitoring Service and Content, Company is not responsible for the substance, text or subject of any such Content.

(D) Client acknowledges and agrees that the Content monitored by Company is subject to copyrights owned by third parties. Company does not imply, represent or warrant, by virtue of supplying information incorporating Content, that Company holds or grants any license to use any text, video clips or graphics provided, including news mentions or links to such mentions. Client's use of any text, video clips or graphics provided hereunder, other than in accordance with the terms set forth herein, shall be at Client's sole risk and expense. All items are protected by copyright owned by the copyright owner or licensor.

(E) Client's use of Content may be subject to restrictions imposed by one or more third-party copyright owners, and Client agrees that it shall comply with any such restrictions.

(F) Company does not represent or warrant that any specific source will be monitored by Company or represent that any amount of Content will be delivered through the Platform. Company reserves the right to change the sources that it monitors at any time. Certain sources may limit Client's ability to view content or access links through the Platform. Client agrees that it shall comply with any such restrictions.

(G) If Client provides users in the United Kingdom ("UK") with access to the Monitoring Service and receipt of Content from the Newspaper Licensing Agency ("NLA") or Copyright Licensing Agency ("CLA"), then Client shall:

- (i) Obtain a license for any NLA or CLA Content accessed using the Platform directly from the NLA or CLA as applicable for such UK Users;
- (ii) 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;
- (iii) Not remove, conceal or alter any copyright notices contained on or within the NLA or CLA Content as accessed or delivered;
- (iv) Not store NLA or CLA Content in electronic form as part of any library or archive of information other than within the Platform; and
- (v) Provide a statement when requested by Company setting out the number of permitted Users within Client's organization in the UK.

(H) UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, DOWNLOADING, REPRODUCTION, REDISTRIBUTION, OR REPUBLICATION OF THE CONTENT AND COMPANY DATA IS SOLELY AT CLIENT'S OWN RISK. COMPANY AND ITS THIRD-PARTY PROVIDERS WILL NOT BE LIABLE FOR CLIENT'S SUBSEQUENT USE OR DISTRIBUTION OF THE CONTENT OR COMPANY DATA.

### 3.4 Additional Representations and Warranties.

(A) Print and Internet Monitoring. ALTHOUGH COMPANY WILL MAKE EVERY EFFORT TO PROVIDE A COMPLETE AND RELIABLE MONITORING SERVICE, IT CANNOT GIVE CREDIT FOR MISSED OR INCORRECT ARTICLES. COMPANY MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, REGARDING THE ORIGIN, ACCURACY, CORRECTNESS, COMPLETENESS, SUBJECT MATTER, CONTENT, OR EDITORIAL APPROACH OF ANY CONTENT, OR THE QUALITY OF SCANNED MATERIALS.

(B) Broadcast Monitoring. COMPANY CANNOT MAKE REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OF BROADCAST CONTENT OR TELEVISION TEXT BECAUSE IT USES CLOSED-CAPTIONING OF PROGRAMS, WHICH IS NOT ALWAYS IDENTICAL TO THE LITERAL TRANSCRIPTION OF A BROADCAST. CLIENT ACKNOWLEDGES THAT CLOSED-CAPTIONING IS SUBJECT TO OCCASIONAL CAPTION ERRORS, MISPELLINGS, AND GARBLING.

(C) Social Media Monitoring. SOCIAL MEDIA MONITORING SERVICES ARE PROVIDED TO CLIENT "AS-IS." COMPANY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND AND NATURE CONCERNING THE SOCIAL MEDIA MONITORING SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT. SPECIFICALLY, COMPANY DOES NOT WARRANT THAT THE SOCIAL MEDIA MONITORING SERVICES WILL BE ERROR FREE, COMPLETELY SECURE, OR OPERATE WITHOUT INTERRUPTION.

## 4. HELP A REPORTER OUT SERVICE

**4.1 HARO.** This section sets forth the terms and conditions governing the provision and Client's use of Company's service linking information sources to reporters and bloggers currently known as HARO or HelpAReporterOut ("HARO").

**4.2 Types of Memberships** There are two types of memberships in HARO: Journalist Members and Source Members. The scope of Client's access to the site is dependent upon the member type. Journalist Members log onto the Journalist home page and post a query ("HARO Query") which is given an anonymous email address. Source Members receive email listings of HARO Queries submitted by Journalist Members. If a Source Member has relevant information which he or she believes, in good faith, can assist the Journalist Member with regard to the specific HARO Query, then the Source Member may provide that information in response. The Source Member may not respond if the information is not in specific response to the HARO Query and the Source Member may not utilize any information contained within the HARO Query for any other purpose. Source Members may forward HARO Queries to others, but Source Members shall not post HARO Queries on blogs, Web sites or any similar venue. Client shall not harvest Journalist Member email addresses for any reason.

**4.3 Additional Disclaimers** Company does not represent or warrant any information regarding the identity of any Journalist or Source Member with whom Client may interact in the course of using the HARO service. Additionally, Company does not verify the authenticity of any data which Journalist or Source Members provide about themselves or relationships such individuals may describe. Client shall not falsely state, impersonate, or otherwise misrepresent its identity, including but not limited to the use of a pseudonym in posting or responding to HARO Queries. Company is not liable for the deletion, corruption or failure to post, store and/or forward any messages or other content (and/or to do so in a timely manner), including without limitation HARO Queries maintained or transmitted by the Platform.

## 5. CISION IMPACT

**5.1** Client may purchase Cision Impact Reports, which Company may provide either as a managed service or via the Platform. Cision Impact Reports measure the reach and impact of earned media, press releases, and other corporate communications, as directed by the Client and set forth in an Order Form.

(A) For the "Earned" variant of Cision Impact, Company will track an agreed upon number of URLs to be sourced via the Monitoring Service. Fees for the Earned variant of Cision Impact are calculated on the basis of a fixed rate and the number of URLs that Company tracks, as set forth in an Order Form. This fee is based on the Parties' agreed estimate of Client's usage. Company may conduct periodic actual usage audits to determine Client's actual volume. If Client's audited volume exceeds the tier applicable to its usage, Company will cease providing Content above such volume, and will endeavor to provide the most relevant Content within the contracted volume band. Any URLs or search terms provided by Client to enable Earned Impact are considered "Client Data".

(B) For the "Placed" variant of Cision Impact, Company will track Client's press releases distributed via the Distribution Services. Fees for the Placed variant of Cision Impact services are calculated on the basis of a fixed rate and the number of Releases authored by Client and distributed via the Distribution Services. This fee is based on the Parties' agreed estimate of Client's usage. Company may conduct periodic actual usage audits to determine Client's actual volume. If Client's audited volume exceeds or is anticipated to exceed the tier applicable to its usage, Company will cease providing Content above such volume, and will endeavor to provide the most relevant Content within the contracted volume band unless the Parties agree to increase the Client's applicable volume band.

**5.2** In addition to the Earned and Placed variants of Cision Impact, Client may also order "Conversion" events, which are website metrics that enhance the results of either Earned or Placed Impact. To enable Client website(s) conversion events and visitation metrics in Cision Impact, Company may provide to Client JavaScript code, object code, or other code to implement within Client's website properties ("**Distributed Code**"). Company grants Client, during the Service Term, a non-transferable, non-exclusive license to install, implement, and use the Distributed Code on Client sites. Client retains complete control over the installation and configuration of Distributed Code on each Client site and therefore Client, and not Company, is responsible for any and all loss or damages related to or resulting from the installation, implementation, or use of the Distributed Code. Following the termination or expiration of this Agreement or any Service Term for Cision Impact, Client must remove and delete all copies of the Distributed Code. The term "Platform" includes Distributed Code.

**5.3** CISION IMPACT SERVICES, REPORTS FROM CISION IMPACT SERVICES, AND DISTRIBUTED CODE ARE PROVIDED "AS-IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT. SPECIFICALLY, COMPANY DOES NOT WARRANT THAT THE CISION IMPACT SERVICES, REPORTS FROM CISION IMPACT SERVICES, OR DISTRIBUTED CODE WILL BE ERROR FREE, COMPLETELY SECURE, OR OPERATE WITHOUT INTERRUPTION.

## 5.4 AUDIENCE SEGMENT SERVICES.

(A) "**Audience Segment Services**" means the Services by which Company creates a dataset comprised of aggregated and anonymized data of individuals who have liked, posted, shared, viewed or otherwise engaged with Client Data or Third-Party Content via the Cision Impact Services noted above. Each data point within the dataset is a unique, blind, non-identifiable, alphanumeric value known as a "**CisionID**." A group of CisionIDs is called an "**Audience**." Neither CisionIDs nor Audiences are personally identifiable.

(B) Client may license Audiences either on a subscription basis or on a one-time basis, as noted on an Order Form, with the number of CisionIDs within each Audience specified as well. If licensed on a subscription basis, Client will receive enrichments and enhancements to the contracted CisionIDs as they are made available. In either event, Company grants Client a limited, non-exclusive, revocable, non-transferable (other than as set forth in this Agreement), non-sublicensable right to use the CisionIDs for paid retargeting campaigns and management of audience targeting.

(C) CisionIDs and Audiences are "Company Data" as defined in the MSA, and all restrictions related to usage of Company Data and Content in the MSA apply to CisionIDs and Audiences as well. In addition, Client is prohibited from using CisionIDs or Audiences to identify, re-identify, or directly contact any individual, or attempting to do any of the aforementioned.

(D) Fees for the provision of Audiences of CisionIDs may be twofold. First, and in all cases, fees are calculated on the basis of a fixed rate and the number of CisionIDs provided, as set forth in an Order Form or SOW, which will be billed up-front (the "**CisionID Fee**"). Activation of each CisionID for paid retargeting will incur the additional fees (including but not limited to a CPM, paid media platform fee, and/or cost of media) noted on an Order Form or SOW (the "**Activation Fees**"). Every activation of each CisionID will incur Activation Fees, so if an individual CisionID, or group of CisionIDs within an Audience, is used for multiple campaigns, there will be multiple



activations, and therefore multiple Activation Fees on a single CisionID or group of CisionIDs. These Activation Fees will be invoiced on this basis only after activation.

(E) If requested by Client, Company may assist Client with activation of CisionIDs for paid retargeting campaigns via Company's third-party partner. If elected, this will be noted on Client's Order Form and/or SOW. If Client requests, Company may also provide the Audience resulting from Audience Segment Services to Client via Client's Data Management Platform ("**DMP**") or Demand Side Platform ("**DSP**"). In such case, Client will (i) promptly identify and provide Company with contact information for Client's DMP or DSP, and (ii) use the Audience Segment Services solely for Client's internal business purposes and in accordance with applicable Privacy Laws. In addition to the restrictions set forth in Section 5.4(C) above, Client agrees that it will not, and will not permit any other party to: (1) use the Audience(s) for or on behalf of any third party; or (2) provide any third party, other than Client's DMP or DSP, access to the Audience or information, materials or Documentation related to the Audience. Upon termination or expiration of this Agreement for any reason, Client will promptly delete the Audience and all data related to or derived from the Audience Segment Services, including that held by Client's DMP or DSP. "**Privacy Laws**" mean all laws, self-regulatory principles and codes of conduct governing the receipt, collection, compilation, use, storage, processing, sharing, safeguarding, security, disclosure or transfer of personal information, including those issued by the Network Advertising Initiative and the Digital Advertising Alliance.

(F) If requested by Client and noted on an Order Form and/or SOW, Company can also use the Audiences to perform professional services to measure the effectiveness of Client's earned media campaigns. Such services are performed at Client's direction using Audiences and/or using Client Data, all as set forth in an Order Form and/or SOW. Fees for professional services related to Audiences are noted on an Order Form and/or SOW. The end result of these professional services is the provision of either (i) raw data (provided as an Excel file or BI Table), (ii) a Report to Client by Company or a third party provider, as a PDF file or (iii) visualizations available as one or more, near real-time dashboards made available to Client via the Platform, with the particular delivery method as more particularly set forth in an Order Form and/or SOW.