

Agency Service Appendix – last updated: 18 July 2024

This Agency Service Appendix (“Appendix”) supplements the existing Agreement in place between the parties. Capitalized terms used but not defined in this Appendix have the meanings given in the Agreement. In the event of any conflict between this Appendix and the Agreement or any other appendices, this Appendix prevails.

1. Definitions

For the purposes of this Appendix, references to “Customer” in the Agreement refer to the Agency (defined below), and references to “Customer Data” in the Agreement or applicable Service Appendices refer to Agency Client Data (defined below).

“**Agency**” means the party identified as the customer in an Order.

“**Agency Client**” means the party or parties on behalf of which the Agency may use the Services.

“**Agency Client Data**” means data that Agency Client makes available to the Agency.

“**Indemnitees**” for purposes of this Appendix has the definition set out in the Agreement or the Monitoring Service Appendix (if applicable) and includes each Agency Client.

2. Agency terms

2.1 Supplier Data License. Agency’s license to use Supplier Data extends to the internal business purposes of its Agency Client(s).

2.2 Agency Client Data License. Agency has all necessary rights, licenses and permissions to grant Supplier the right to process its Agency Client Data for the purpose of providing the Services.

2.3 Agency Responsibility. Agency will use the Services only in accordance with this Agreement and must communicate the restrictions applicable to the Services as described in the Agreement and in any applicable service appendix to the Agency Client. The Agency shall be responsible for the activities of the Agency Client as if those activities were that of the Agency.

2.4 Usage Metrics. Unless stated otherwise on an Order, usage metrics are maximums available to Agency which Agency may distribute freely across all Agency Client accounts, subject to any minimums the Service may require (e.g. if Agency has more than one Agency Client, usage metrics must be distributed to all Agency Clients, but not necessarily in equal quantities).

2.5 No Sequential Liability. Agency is solely responsible for the payment of the fees to Supplier set out on the Order. Any failure by Agency Client to make payment to Agency will not relieve Agency of its obligation to pay fees to Supplier under this Agreement.

2.6. Updates. This Appendix may be updated periodically to cover product or technical developments, changes to law, or to include terms that content suppliers require. Notification of material changes will be delivered as required by law. Subject to the foregoing, continued use of these Services will constitute acceptance of these terms.

3. Agency Restrictions

3.1 Agency and Agency Client Access to Services. Agency may not create login credentials without Supplier consent. Access to Supplier’s platform will be solely for Agency to use on behalf of its Agency Client(s), and not for an Agency Client’s direct use. This section 3.1 shall not apply to the Brandwatch Consumer Research/Consumer Intelligence, Social Media Management, and Influence Services.

3.2 Usage Restrictions. An Agency and its Agency Clients may not sell or re-sell the Services in the absence of a Reseller Agreement with Cision or Brandwatch.