

## Dow Jones Content License Agreement (the "License Agreement")

This Section sets out additional terms applicable to Dow Jones content accessed via the Service ("Dow Jones Content").

### 1. Definitions.

- a. "Client" means the entity who has subscribed for access to the Service to be used by its Permitted Users for PRCC Work Functions.
- b. "Contracted PR Firm" means a PR firm which contracts with Client.
- c. "Derived Data" means data points generated by Supplier from the Dow Jones Content that (a) do not violate the copyright or any other rights of the original publisher of the underlying Dow Jones Content; and (b) cannot be used as a substitute for the original news article or copyrighted material.
- d. "Headline" means the literal headline, snippet excerpt, and link to full-text news story from the Dow Jones Content displayed within the Service.
- e. "Permitted Users" means:
  - i. Communications and PR Employees where "Communications and PR Employees" means individuals employed directly in Client's corporate communications and PR departments by Client, and who provide PRCC Work Functions as their sole or primary professional responsibility;
  - ii. Contracted PR Firm Employees, which means individuals employed by a "Contracted PR Firm," who interact with the Service solely for the benefit of Client (and their Communications and PR Employees), where the Client is a contracted client of both Supplier and the Contracted PR Firm;
  - iii. Dow Jones Subscriber Permitted Users, which means individuals in the corporate communications and PR department of a Client who perform PRCC Work Functions, where Client has its own separate corporate subscription with Dow Jones;
  - iv. Eligible Individuals, which means individuals employed by a Client that does not have a corporate communications or PR department, but who perform PRCC Work Functions; and
  - v. Government Users, which means employees of a Client that is a national, federal, state, provincial, or local government organization who perform PRCC Work Functions as their sole or primary professional responsibility.
- f. "PRCC Work Functions" means the following public (or media) relations and corporate communications work functions for Client: Discovering influencers; communicating with influencers and recording interactions; monitoring news, social, and other content sources mentioning their employer's corporate brand, products, services, industry, or executives; supporting marketing efforts to promote, build, maintain, and/or enhance their employer's image, visibility, and/or credibility and maintain or increase their employer's sales, including but not limited to crisis communication; manage or participate in creating and distributing corporate communications; consumer research and consumer intelligence; analyze, manage, or develop internal and/or stakeholder communications and/or media reports; tracking competitors and industry topics; and measuring impact by:

- i. Discovering and identifying influencers that are shaping perceptions of the company, brand, products, services, competitors, industries, and overall reputation;
      - ii. Preparing to communicate with influencers and record and measure such interactions;
      - iii. Measuring the impact of content on brand or corporate reputation through the creation of qualitative and quantitative analysis reports or dashboards including visualizations that identify the cumulative impact of news, social, and other content;
      - iv. Measuring the impact of paid, earned, social, and owned media communication campaigns;
      - v. Generating automated and manually edited media briefings for the public relations, media relations, corporate communications and marketing functions; and
      - vi. Reviewing Headlines (which include links to articles and snippets) of Dow Jones Content to determine trends and sentiment related to an end user's brand.
    - g. "Service" means a closed access and password-protected media intelligence and/or public relations software service offering aimed at Communications and PR Employees who perform PRCC Work Functions and Contracted PR Firm Employees.
    - h. "Supplier" means the entity providing the Service to the Client.
- 2. Dow Jones Content License.
  - a. Client may access via the Service a forty-five (45) day rolling archive of the Dow Jones Content set out on an Order. Supplier, via Dow Jones, grants Client a limited, personal, non-transferable, non-sublicensable, license to use, access, and store the Dow Jones Content only via the Service.
    - i. Dow Jones Content is proprietary to Dow Jones or licensed from third parties via Dow Jones. Supplier and Dow Jones make no guarantee, representation, or warranty relating to any provision (or non-provision) of third-party licensed content, which may cease at any time, even if subscribed on an Order.
    - ii. While sources may be removed from the Dow Jones Content, sources may be added as well. Added sources may require an additional Order and additional fees.
    - iii. The rights to use Dow Jones Content under this Appendix are contractual and this Appendix shall govern such use. This license does not permit any downloading or redistribution of Dow Jones Content.
- 3. Permitted uses and restrictions on usage.
  - a. Permitted Users may access and use the Dow Jones Content for PRCC Work Functions, and to further support the following purposes:
    - i. To enter queries into the Service, view responsive Derived Data generated by Supplier, and retrieve Headlines which link to full-text articles from the Dow Jones Content within the Service;

- ii. To make available Headlines and Derived Data to other Permitted Users within the Client entity or its Contracted PR Firm, for up to forty-five (45) days from the date the respective underlying Dow Jones Content articles are first made available. Individual employees of Client's Contracted PR Firm may only access the Dow Jones Content via the Service.
- b. Client will ensure that its Permitted Users will not:
  - i. use, reproduce, distribute, display, translate, sell, publish, broadcast, summarize, or circulate any of the Dow Jones Content and Derived Data to any third party, including to other individuals within a Client's organization who are not Permitted Users;
  - ii. redistribute, publish, or use any of the Dow Jones Content, Derived Data or any derived content (including, without limitation, charts from the Dow Jones Content) in any commercial news or information service nor permit any third party to do the same;
  - iii. use the Dow Jones Content or Derived Data for its benefit nor in conjunction with: (a) any data mining or text mining software or automated trend analysis application; (b) for the development, testing, or use of algorithmic or automated applications, data analysis processes or in algorithmic or automated applications or data analysis processes; or (ii) systems or applications that enable any program that integrates news with Client relationship management, order management, trading, portfolio management tools or systems, mid- or back-office applications, or real-time payment screening applications and/or services;
  - iv. store in electronic form any shared library or archive of Dow Jones Content and/or Derived Data separate from the Service;
  - v. distribute or display any Dow Jones Content and/or Derived Data: (a) to or for any third party; (b) as part of "co-branded," "white-labelled", "private label", or "framed" web sites or services (including, but not limited to, via any site or through other arrangements that are branded with the trademarks, trade names, logos, and insignia of Supplier, or a person other than Supplier); (c) via a feed (including, without limitation, via RSS feeds); or (d) via any application programming interface (API);
  - vi. scrape, or purchase content from other firms who scrape or use content from WSJ.com, Barrons.com, MarketWatch.com, or any other Dow Jones website;
  - vii. distribute or display any Dow Jones Content and Derived Data in open access; and
  - viii. edit, modify, reverse-engineer, or disassemble any part of the Dow Jones Content or Derived Data contained therein (including, without limitation, the time and date information applicable to each headline and story) nor use the Dow Jones Content and Derived Data to create derivative works.
- c. In no event will Client cancel or not renew: (i) any direct relationship(s) it may have as of execution of this Appendix with any of the individual publishers of Dow Jones Content, or (ii) copyright licensing agencies, as a result or by virtue of obtaining Dow Jones Content from Supplier via the Service.

4. Suspension of access or Termination. If Client has committed a breach of the license terms of this License Agreement, Supplier may suspend access to the Dow Jones Content with immediate effect to the extent reasonably necessary to prevent or end such breach, until such breach is remedied. This License Agreement may be terminated immediately, in Supplier's sole discretion for any actual or suspected infringement or misappropriation of Dow Jones Content. As much advanced written notice as possible under the circumstances will be provided. If an issue is resolved, access may be restored or a subsequent agreement may be reached.
5. Responsibility. You, Client, as the ultimate user of the content, are legally and financially responsible to Supplier, its partners, and/or Dow Jones for any mis-use of Dow Jones Content.
6. Newsletters. In the event that Client subscribes for, and receives from Supplier newsletters, briefings, or reports (whether monthly, quarterly, annually, or ad hoc) (collectively "Newsletters") that may contain Dow Jones Content, as set out on an Order, then such Newsletters:
  - a. May be delivered to Client via email, .pdf, .ppt, or in hard copy;
  - b. If in electronic format, may contain/link to selected Headlines/Derived Data, with the related full-article versions of the Dow Jones Content available by clicking through to the Service;
    - i. Only Permitted Users may access the Service.
    - ii. May be forwarded to Secondary Newsletter Users employed by Client. "Secondary Newsletter Users" means individuals employed by Client who receive Newsletters generated by Communications and PR Employees or Contracted PR Firm Employees of the same Client. For the avoidance of doubt, Secondary Newsletter Users may only be passive recipients of Newsletters, and may not otherwise access the Service unless licensed by Supplier and a Permitted User.
7. Reporting. In the event that Client is a Contracted PR Firm, then within fifteen (15) days after the end of each calendar month ("Monthly Report"), such Client will issue to Supplier a written report in spreadsheet format, or other agreed format, specifying:
  - a. The full legal name of the Contracted PR Firm and the full legal names of any of its end clients accessing the Service in the previous month;
  - b. The number of Permitted Users accessing the Dow Jones Content via the Service in the previous month;
  - c. The number of Newsletters sent out by Contracted PR Firm's end clients (broken down by client) in the previous month.

Client confirms that it has any and all necessary consents to enable the collection and sharing of such information with Supplier and Dow Jones.

8. Disclaimers. Notwithstanding anything in the Agreement to the contrary, Supplier and Dow Jones disclaim any and all representations, warranties, and covenants with respect to the Dow Jones Content, and are not responsible for the availability, completeness, timeliness, factual accuracy, or non-infringement of such content. Dow Jones Content is provided "as is" exclusive

of any warranty whatsoever, and sources may be removed or prohibited at any time. Further, Dow Jones shall have no liability whatsoever under this Appendix or the Master Agreement between Supplier and Client, and Supplier's liability shall be limited as stated in the Master Agreement. This Section 7 will survive termination or expiration of this Agreement.

9. Deletion. Upon termination or expiration of this Agreement, Client will delete all Dow Jones Content and Derived Data from any server or system within its control.