

ND 1.

LN grants Customer a non-exclusive, non-transferable limited license to access and use its Nexis Newsdesk® Service pursuant to terms set forth in the Agreement and the terms of this Nexis Newsdesk® schedule.

ND 2.

In exchange for Customer's payment to LN of the Total Monthly Commitment, Customer's Authorized Users (as defined in the Agreement) will be provided with access to and use of the Nexis Newsdesk Service indicated below:

Product and SKUs	Number of Users and Readers
Select News Distribution Rights * • Newsletters • Embedded Charts • Feed (i.e. RSS, HTML) *Total number permitted per account: You may choose any combination of these services not to exceed the number permitted per account. Additional permissions available by quote	Nexis Newsdesk Users Authorized Readers Nexis Newsdesk Direct Users
Service Selection Options (Check boxes below to elect)	
	Broadcast Media ☐ Critical Mention (1526121) ☐ Stash Asset (1526144) monthly ☐ Nexis Newsdesk Broadcast Subscription - TV Eyes ☐ United States (1542045) Users ☐ United Kingdom (1542046) Users ☐ Global (1542047) Users ☐ Australia (1542048) Users ☐ Canada (1542049) Users ☐ Brazil (1542050) Users ☐ Dutch (1542051) Users
☐ Nexis Newsdesk Journalist Contact Card (1536926)* users per year *Notwithstanding the foregoing, the Nexis Newsdesk Journalist Contact Card runs concurrently with the Nexis Newsdesk Agreement and will terminate simultaneously. Payment for the Nexis Newsdesk Journalistic Contact Card is invoiced as a one-time fee annually.	
	☐ MailDesk
☐ Other	☐ Other

Nexis Newsdesk Term	Total Monthly Commitment
to	
to	
to	
to	
to	

ND 3. One Time Charges.

In addition to the Total Monthly Commitment set forth above, Customer elects the following additional Nexis Newsdesk Services which will be added to Customer's first invoice as a one-time charge.

Product	One-Time Fee

ND 4. Definitions.

ND 4.1. "Access Link" means a hypertext link to access discrete, full-text articles and materials as the same are made available through the Nexis Newsdesk Service. Access Links are developed by LN or its affiliates.

ND 4.2. "Authorized Reader" means an Authorized User for whom a Reader License has been procured.

ND 4.3. "Authorized User" means those persons who meet the definition of Authorized User in the General Terms and for whom Customer has purchased a Nexis Newsdesk User or Authorized Reader license.

ND 4.4. "LN Licensed Content" means content that is licensed to Customer from LN and does not include Web Content. LN Licensed Content may be updated, modified, revised, replaced or otherwise changed by LN without notice as it may determine.

ND 4.5. "Nexis Newsdesk Order Period" means the period during which the Nexis Newsdesk Service is an included Product under this Agreement.

ND 4.6. "Nexis Newsdesk Service" means the LN news portal interface that provides news search tools, e-mail alerts and other services with the LN Licensed Content, Web Content and Customer Provided Content (if any), including the related Access Links. The Nexis Newsdesk Service constitutes an "Online Service" under the General Terms.

ND 4.7. "Nexis Newsdesk Reader Service" is a feature of the Nexis Newsdesk Service that enables Nexis Newsdesk Users to make a limited number of select articles available to Authorized Readers on Customer's Intranet or via the Newsletter Feature.

ND 4.8. "Nexis Newsdesk User" means an Authorized User for whom Customer has procured a Nexis Newsdesk User seat. A Nexis Newsdesk User has all of the rights that an Authorized Reader has plus the additional rights described in Section ND 5.2.3.

ND 4.9. "Newsletter Feature" is a feature of the Nexis Newsdesk Reader Service that allows Nexis Newsdesk Users to select a limited number of articles to be included in an electronic newsletter (a "Newsletter") in Access Link format for Web Content, or in an Access Link or full text format for LN Licensed Content. Newsletters will be emailed to Authorized Readers by LN.

ND 4.10. "Reader License" means the license granted by LN to an Authorized Reader to allow the Authorized Reader to view the full-text of LN Licensed Content that is supplied via Access Links on the Customer Intranet Website or in a Newsletter, but which does not permit the Authorized Reader to conduct searches within the Nexis Newsdesk Service.

ND 4.11. “Source Addition” means a specific source of web content that Customer requests that LN establish as a Source URL or which Customer adds as a Source URL through the features of the Nexis Newsdesk Service.

ND 4.12. “Source Article” means any content (including without limitation text and graphics) that is accessible via an Access Link.

ND 4.13. “Source URL” means the URL for a single page on a web site where a Source Article is published.

ND 4.14. “Customer’s Intranet” means Customer’s internal website accessible only to Customer’s employees, temporary employees and/or contractors. No other parties shall have access to such intranet website.

ND 4.15. “Customer Provided Content” means content owned by Customer that Customer may make available to its Authorized Users through the functionality of the Nexis Newsdesk Service. Subject to the execution of additional terms and conditions, Customer Provided Content may include content licensed by Customer from third party content providers other than LN. Customer Provided Content shall not constitute “Materials” under the General Terms.

ND 4.16. “Web Content” means content available on the open web including online news articles, press releases, social media content, and web postings by third parties relating to a Source Article and/or Source URL, which is accessible through the Nexis Newsdesk Service for display via an Access Link. Web Content shall not constitute “Materials” under the General Terms.

ND 4.17. “Third Party Platforms” means a third-party social-media website (such as, YouTube, etc.) to which Subscriber may access via the Service and from which LN and its third party suppliers may retrieve information, for and on behalf of the Subscriber, in the context of the provisions of the Services.

ND 5. Use of Nexis Newsdesk Service.

ND 5.1. Subject to the Agreement and terms in this schedule, LN hereby grants to Customer a nonexclusive, nontransferable, limited right to access and use the Nexis Newsdesk Service for media monitoring purposes. The foregoing grant of rights includes the right for Nexis Newsdesk Users to use the Nexis Newsdesk Service and the right for Authorized Readers to use the Nexis Newsdesk Reader Service.

ND 5.2. Delivery of Service; Nexis Newsdesk Service.

ND 5.2.1. LN shall provide access to the Nexis Newsdesk Service via the Nexis Newsdesk.lexisnexis.com website, or such other URLs as may be specified by LN from time-to-time.

ND 5.2.2. There are two types of Authorized Users of the Nexis Newsdesk Service: Nexis Newsdesk Users and Authorized Readers. The number of seats of each type of user is set forth in the table above.

ND 5.2.3. A Nexis Newsdesk User has access to all features of the Nexis Newsdesk Service. A Nexis Newsdesk User may conduct searches in the Nexis Newsdesk Service. The searches will return results in a cite list format with Access Links that must be clicked on to view the full text documents. The Nexis Newsdesk User may view the full text of LN Licensed Content within the Nexis Newsdesk Services or the full text of Web Content (including if applicable content made available through Third Party Platforms) at the Source URL via the Access Links. A Nexis Newsdesk User may also search and retrieve Customer Provided Content through the RSS feed functionality of the Nexis Newsdesk Service. Finally, a Nexis Newsdesk User may select a limited number of articles to display to Authorized Readers via the functionality of the Nexis Newsdesk Reader Service.

ND 5.2.4. An Authorized Reader may not access the Nexis Newsdesk Service. Rather, an Authorized Reader may view Access Links that have been selected by a Nexis Newsdesk User for display on Customer’s Intranet or in a Newsletter. The Access Links to Web Content will direct the Authorized Reader to the Source URL to view the full text of the Source Article (including if applicable content made available through Third Party Platforms). LN Licensed Content may be displayed to an Authorized Reader in a Newsletter as Access Links or in full text. Newsletters will be emailed to the Authorized Readers at the email addresses provided by the Nexis Newsdesk User. Nexis Newsdesk Users and Authorized Readers are prohibited from further forwarding or distributing the Newsletter outside of their organization.

ND 5.3. Use of Nexis Newsdesk Services; Conditions and Limitations. Customer's use of the Nexis Newsdesk Services is subject to the following restrictions:

- (a) The rights set out herein are limited to the use of the Nexis Newsdesk Service for Customer's internal operations. The LN Licensed Content is made available for each Authorized User's individual use only and may not be further distributed, disseminated, or displayed except as otherwise provided herein;
- (b) All use of the LN Licensed Content is subject to the General Terms and all of the rights and restrictions contained therein including, without limitation, the following: (a) Customer may not download and store the LN Licensed Content in an archival database; and (b) neither Customer nor its Authorized Users may use the Nexis Newsdesk Service in any fashion that infringes the intellectual property rights or proprietary interests of LN or any third party;
- (c) The Nexis Newsdesk Service is provided for media monitoring and analytics, reputation management, and current awareness purposes. Content accessed through the Nexis Newsdesk Service, including the LN Licensed Content may be retrieved by means of a periodic search. The language of all searches must be topical in nature and must be designed to return a limited number of select articles from various sources available through the Nexis Newsdesk Service. The searches may not be designed to retrieve the entire issues or substantially the entire issue of any publication;
- (d) Customer shall not remove or alter any element of any Access Link, including without limitation any text and shall display each Access Link unmodified and as a hyperlink to the relevant Source URL.
- (e) A Nexis Newsdesk User may utilize the download feature of Nexis Newsdesk to save certain identifying information about a Source Article such as the headline, URL and other metadata provided by the Nexis Newsdesk Service for a period of up to 395 days; and
- (f) Certain product functionality within the Nexis Newsdesk Service (e.g., number of Alerts / Newsletters/ Exports) is subject to reasonable limitations set by LN based on system capabilities.
- (g) For the use of other Third Party Platforms, Subscriber (and will ensure its Authorized Users abide by) agrees to abide by the terms of service, privacy policy, and applicable Third Party Platform rules.
- (h) Subscriber and Authorized Users shall not display LN Licensed Content or content from Third-Party Platforms publicly.
- (i) Subscriber agrees that the Service is not intended to be used as a law enforcement or surveillance tool. In this sense, Subscriber may not use the Service to allow or assist any government entity, law enforcement, or other organizations to conduct surveillance. Subscriber may not display, distribute or otherwise make available content to any person or entity that Subscriber may reasonably believe will use such data to violate the Universal Declaration of Human Rights. Law enforcement personnel using the system need to reach an individual separate agreement with LN and/or with the relevant Third Party Platform and abide by Third Party Platforms terms. In particular,; Subscriber expressly acknowledges and understand that failure to comply with these may cause irreparable damages to LN, its affiliates and third party suppliers. Violation of this provision may result in termination of Subscriber's access to the relevant Third Party Platform.
- (j) LN reserves the right to update Third Party Platforms made available through the Nexis Newsdesk Service.

ND 6. Use of Web Content and Customer Provided Content.

As part of the Nexis Newsdesk Service, LN may provide Access Links to Web Content and Customer Provided Content. The Web Content and Customer Provided Content do not constitute "Content" and the Customer's use of this content (and compliance with applicable law) is at its own risk.

ND 7. Compliance with Laws.

Customer's use of the Nexis Newsdesk Services and the Content (and other content and materials within it) must comply with all applicable laws, rules and regulations, including applicable copyright laws and fair use restrictions. LN shall have the right to suspend performance of any of its obligations under this Schedule, without any prior notice being required and without any liability to Customer if Customer fails to comply with this provision.