

Listening Service Appendix

Human readable summary

This Listening Service Appendix (“Appendix”) supplements the Master Subscription Agreement in place between the parties (“Master Agreement”). Capitalised terms used but not defined in this Appendix have the meanings given in the Master Agreement. In the event of any conflict between this Appendix and the Master Agreement, this Appendix prevails.

Q1: Definitions

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

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

Q2: Service Terms

2.1. Responsibility. Customer will comply with the Twitter Terms of Service, usually at <https://twitter.com/tos>, and the Youtube Terms of Service, usually at <https://www.youtube.com/t/terms>.

2.2. User protection. Customer will not: (a) knowingly display, distribute, or otherwise make Supplier Data available to any person or entity that it reasonably believes may use Supplier Data in a manner that would have the potential to be inconsistent with that individual’s reasonable expectations of privacy; (b) conduct research or analysis that isolates a small group of individuals or any single individual for unlawful or discriminatory purposes; (c) use Supplier Data to target, segment, or profile any individual based on health, negative financial status or condition, political affiliation or beliefs, racial or ethnic origin, religious or philosophical affiliation or beliefs, sex life or sexual orientation, trade union membership, data relating to any alleged or actual commission of a crime, or any other sensitive categories of personal information prohibited by Applicable Law; (d) without Supplier’s prior written consent, but subject to Applicable Law, display, distribute, or otherwise make Supplier Data available to any member of the US intelligence community or any other government or public-sector entity.

2.3. Removal of Supplier Data. A licensor or Applicable Law may require Supplier to remove personal data within any Supplier Data. In such cases, Supplier will notify Customer of the impacted Supplier Data that requires removal and Customer will promptly remove such data from its systems, whether during or after the Term.

2.4. SLA. The Service Level Agreement available at <https://www.brandwatch.com/legal/brandwatch-slas/> applies to the Services.

Q3: Intellectual property

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

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

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

