



## ALM Terms and Conditions Updated

The terms and conditions set forth below (“Terms and Conditions”) shall govern custom services requested by you (“Client”) to be provided by ALM Global, LLC., LLC (“ALM”) in accordance with a fully executed statement of work agreed to by both ALM and Client (“SOW”). The Terms and Conditions and the SOW shall be referred to collectively as the “Agreement.” ALM and the Client are collectively referred to herein as the “Parties” and each individually as a “Party.” In consideration of the mutual promises herein contained, ALM and the Client hereby agree as follows:

### 1. SERVICES.

1. Client hereby engages ALM to perform customized services (“Services”) and deliver customized deliverables (“Deliverables”) in accordance with this Agreement and specifications as agreed in writing between the Parties pursuant to a SOW. If there is a conflict between this Agreement and any SOW, the terms and conditions of the SOW shall prevail. The Services and Deliverables contracted for under the SOW are for the exclusive use and benefit of Client and may not be used by or transferred to another advertiser, in whole or in part.
2. Unless otherwise specified in an applicable SOW, ALM agrees to provide Client with two (2) rounds of comments and edits of each Deliverable and ALM shall deliver a third and final version pursuant to reasonable feedback from Client. In the event of any dispute or disagreement between the Parties on any of the contents or edits in any of the Deliverables, ALM agrees to consider, in good faith, all reasonable comments and feedback from Client and accommodate all reasonable changes; provided that ALM shall have the final approval rights. If Client, for whatever reason, is unresponsive to ALM requests for feedback, changes, or approval, after 30 days of non-response ALM has the right to terminate this agreement and Client is responsible for paying 100 percent of the project fees.
3. If the Services include distribution by ALM of marketing emails on behalf of Client, Client shall be responsible for providing ALM with a complete and accurate file containing all opt-out emails maintained by Client prior to distribution. Client shall defend, indemnify and hold ALM harmless from and against all Losses (as defined below) arising out of such email distribution.



## 2. COMPENSATION; TERMS OF PAYMENT.

1. In consideration of the performance of the Services, and for any rights granted or relinquished by ALM under this Agreement, Client shall pay to ALM the fees as set forth in each SOW ("Fees"). In addition to the Fees payable, Client will reimburse ALM for those expenses set forth in the SOW or otherwise pre-approved by the Client in writing (the "Expenses"), upon provision of receipts as proof that Expenses have been incurred or paid by ALM in connection with this Agreement.
2. Services shall be deemed to be performed hereunder upon the occurrence of the following: (i) upon receipt of a written notice (email to suffice) from Client that the Services have been accepted, or (ii) if Client does not notify ALM of its non-acceptance of the Services, then within fifteen (15) days of the completion of Services.
3. ALM payment terms are net thirty (30) days from invoice date. If Client requests extended payment terms beyond 30 days, Client must complete a credit application and the request and final extension is subject to credit review and approval by ALM. Client waives any dispute regarding any item shown on the invoice unless made in writing within thirty (30) days from the invoice date. ALM reserves the right to terminate this Agreement effective upon notice to Client if Client is more than ninety (90) days delinquent in the payment of any undisputed amounts owed to ALM, provided that ALM provides Client written notice (email to suffice) of any such delinquency with at least thirty (30) days' notice. Client agrees that ALM shall have the right to charge Client, on any amounts that are not paid when due, interest at the maximum rate permitted by law from the date such amounts are due until the date of payment, and costs of collection, including attorneys' fees. The ability to collect interest and costs shall not affect ALM's right to terminate this Agreement or any SOW or suspend performance under this Agreement for non-payment.
4. Client shall be responsible for all taxes (other than ALM's income taxes) imposed as a result of any Services performed or Deliverables delivered in connection with this Agreement.



### 3. OWNERSHIP.

#### 1. Client Content.

1. Custom Content. Subject to Client's payment in full of the Fees hereunder, and unless specified otherwise herein or in an applicable SOW, ALM acknowledges and agrees that with respect to those materials specially ordered and commissioned by, and created exclusively for, the Client ("Custom Content"), such Custom Content shall be treated as a "work made for hire" under the United States Copyright Act, and accordingly Client shall have all rights in perpetuity to exploit such Custom Content in any and all media, subject to the terms of this Agreement. To the extent that any such Custom Content is not properly characterized as a work made for hire, then, effective upon full payment by Client of all Fees, ALM shall assign and hereby assigns, transfers, and conveys to the Client all right, title, and interest in such Custom Content, including all copyright rights, in perpetuity and throughout the world. Notwithstanding anything to the contrary set forth herein, Client acknowledges and agrees that ALM does not convey to Client any permissions, clearances, releases, or other rights related to the persons, entities, private properties, products, trademarks, or brands, or music, voice or other audio, if any, depicted or embodied in any Deliverables.
2. Pre-Existing Client IP. Client may provide ALM with pre-existing Client work product ("Client IP"), including, but not limited to, trademarks, content, templates, designs and software, (x) for potential incorporation in the Custom Content or (y) in connection with ALM's performance of program management services, as more specifically set forth in the applicable SOW. With respect to webcasts or other content wholly created by Client and provided to ALM solely for program management purposes, all aspects of such materials, including, without limitation, topic, content and panelist recruitment will be created and provided by Client, unless otherwise specified to the contrary in the applicable SOW. Client retains all right, title and interest



in and to its Client IP. ALM reserves the right to edit, revise, or reject any Client IP that does not comply with its guidelines, is objectionable for any reason, or which, in ALM's sole and reasonable judgment, and does not comply with any applicable law, rule or regulation.

3. Grant of Rights. Client grants to ALM an, irrevocable, royalty-free, transferable, sub licensable, worldwide right and license to use any Custom Content and Client IP incorporated therein, and any part or portion thereof, in any and all media, whether now known or hereinafter devised, in connection with ALM's performance of the Services.
2. ALM Content.
    1. Sponsored Editorial Content. Notwithstanding anything to the contrary contained herein, ALM retains all right, title and interest in and to all webcasts, editorial content and any other materials created by ALM and sponsored by Client pursuant to an applicable SOW ("Sponsored Content"). All aspects of Sponsored Content, including, but not limited to, topic, content and panelist recruitment will be created, provided and managed by ALM, unless otherwise specified to the contrary in the applicable SOW.
    2. Research Solutions. With respect to ALM custom research solution offerings, notwithstanding Client's ownership of any custom report included in the Deliverables, ALM retains all right, title and interest in and to all underlying survey questionnaires created by ALM in connection with such offerings and all underlying data obtained in response to such surveys ("Research Materials").
    3. Pre-Existing ALM IP. ALM retains all right, title and interest in and to its work product created by ALM apart from or prior to the Services ("ALM IP"), including, but not limited to, trademarks, content, templates, designs and software. Client shall not claim at any time during the Term of this Agreement or at any time after its expiration or termination, ownership in the intellectual property rights of the ALM IP.



4. Grant of Rights. If any Research Materials or ALM IP are incorporated by ALM in the Deliverables, ALM hereby grants to Client a perpetual, irrevocable, royalty-free, non-transferable, non-sub licensable, worldwide right and license to use such Research Materials or ALM IP solely in connection with its use of such Deliverables. All such uses must be accompanied by a statement of attribution in the following form, unless otherwise provided by ALM in writing: “Reprinted from [or, as applicable, “Excerpted from” or “Based on”] [REPORT/SURVEY NAME], published on [DATE]. © [YEAR] ALM Global, LLC. Properties, LLC. All rights reserved.”
4. AGENCY. This Agreement is intended to govern both a direct relationship between ALM and Client as well as a relationship between ALM and an advertising agency listed on an applicable SOW (“Agency”), representing the Client, in which case references to “Client” herein shall mean both Client and Agency. Unless Client gives ALM written direction limiting the authority of Agency, any communication that ALM may receive from Agency will be deemed to be given on behalf of, and binding on, Client, and any communication given by ALM to Agency will be deemed to have been given to, and will be binding on Client. Agency represents and warrants that (a) it has the authority as Client’s agent to bind Client to this Agreement and each SOW, and that all of Agency’s actions or inactions related to this Agreement and each SOW will be within the scope of such agency; (b) Agency will defend, indemnify, and hold ALM and its parent, subsidiaries, commonly owned or controlled affiliates, and their respective officers, directors and employees harmless from Losses (as defined below) resulting from Agency’s alleged breach of the foregoing sentence; and (c) all payment obligations under SOWs and the indemnification obligations set forth in Section 10 (Indemnification) shall be the joint and several liability of Client and Agency.
5. NO EXCLUSIVITY. Client expressly acknowledges that ALM may represent other clients in a similar capacity to that contemplated hereunder, and nothing contained herein shall be construed to limit ALM’s right to do so.
6. CONFIDENTIALITY. By virtue of this Agreement, the Parties may have access to information that is confidential to one another (“Confidential Information”). Each Party agrees to maintain all Confidential Information in confidence and to use such Confidential Information only as permitted under this Agreement. Confidential Information does not include any information that (a) is or subsequently becomes available to the general public other than through a



breach of this Agreement by the receiving party; (b) was in the possession of receiving party prior to the execution of this Agreement; (c) the receiving party has rightfully received from a third party without any restriction as to confidentiality or use, so long as the receiving party does not know or have any reason to know that the third party's provision of such information or material is in violation of an obligation or duty of confidentiality; or (d) is independently developed by the receiving party without the use of Confidential Information. The Parties agree that unless required by law, they will not make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Agreement. After any expiration or termination of this Agreement, upon written request, either Party shall return or make reasonable efforts to destroy within ten (10) business days of written request, all originals and copies thereof of the other Party's Confidential Information which has been fixed in any tangible means of expression, and provide written confirmation to the other that such destruction is complete (email to suffice).

#### 7. TERMINATION

1. ALM or Client may terminate this Agreement upon thirty (30) days prior written notice if the other Party breaches a material provision of this Agreement such breach is incapable of cure or has not been cured within thirty (30) days of receipt of notice of such default.
2. Either Party may, at its option, immediately terminate this Agreement if a receiver is appointed for the other Party or its property; the other Party is declared insolvent or unable to pay its debts or makes an assignment for the benefit of creditors; the other Party seeks or becomes involuntarily subject to proceedings under any bankruptcy, insolvency or debtors relief law, and such proceedings have not been vacated or set aside within sixty (60) days from the date of commencement thereof; or if the other Party is liquidated or dissolved.

8. CANCELLATION POLICY. In consideration of the time, effort and resources ALM is dedicating to perform and deliver the Services and Deliverables, Client understands and agrees that if it cancels any Services or Deliverables, then Client shall be responsible for 100% of the Fees, regardless of when the Agreement is terminated.

#### 9. APPLICABLE LAWS, RULES AND REGULATIONS.

1. Client assumes all responsibility for compliance with applicable industry rules and regulations in the relevant jurisdiction(s), including without limitation, any attorney advertising rules or





regulations. ALM is not responsible for any violation of any such rules or regulations.

2. Subject to Section 9(A), each Party shall comply with all applicable laws, rules and regulations in connection with the performance of its obligations under this Agreement.

10. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.** Client will defend, indemnify and hold ALM harmless from and against any and all damages, liabilities and expenses (including, without limitation, reasonable attorney's fees) (collectively, "Losses") arising out of or as a result of claims by third parties relating to (i) a breach by Client of this Agreement; or (ii) any materials provided by Client under this Agreement.

11. **INDEMNIFICATION.** Unless otherwise specified in the applicable SOW, ALM makes no representations regarding the results to be achieved by the Services or Deliverables, including, without limitation, with respect to a given level of circulation, readership, lead generation, or interaction with a Service or Deliverable. The Services and Deliverables are provided on an "as is" basis, and ALM expressly disclaims all warranties, express or implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, and warranties as to accuracy, completeness or adequacy of information. ALM shall not be liable for any actions or decisions that Client or a third party may take based on the Services, Deliverables or any information or data contained therein. ALM SHALL NOT BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF ALM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN CATEGORIES OF DAMAGES. IN NO INSTANCE WILL ALM'S AGGREGATE LIABILITY TO CLIENT, WHETHER IN TORT, CONTRACT OR OTHERWISE, EXCEED THE ACTUAL AMOUNT PAID BY THE CLIENT UNDER THE RELEVANT SOW PURSUANT TO WHICH THE LIABILITY AROSE.

12. **GENERAL TERMS.**

1. **Governing Law.** The Parties agree that this Agreement will be construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles. In the event of any dispute related to this Agreement, the Parties agree to submit to the exclusive jurisdiction of the federal or state courts located in the State of New York, New York County.



2. Entire Agreement. This Agreement is intended by the Parties as a complete and final expression of their agreement and understanding with respect to the subject matter hereof. This Agreement may not be changed or modified, except by an agreement in writing, signed by the Parties.
3. Notices. All notices to be given to either party hereunder shall be in writing and shall be deemed given when delivered via (i) certified mail, return receipt requested, all charges prepaid, (ii) Federal Express, UPS One-Day Service, or other similar overnight courier service, with proof of sending, or (iii) hand delivery, with acknowledgement of receipt, transmission, in each case to the other Party's address set forth in the SOW.
4. Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except in the case of a merger, sale of all, or substantially all, of its assets or other change of control event. Without limiting the foregoing, this Agreement will inure to the benefit of and bind the Party's respective successors and permitted assigns.
5. Severability. If any term or provision of this Agreement is declared illegal, invalid or unenforceable, the Parties intend that the remainder of this Agreement shall not be affected and that, in lieu of any such stricken provision, there shall be added as a part hereof, a substitute provision similar in substance to the stricken provision.
6. No Partnership. Nothing contained in this Agreement shall be construed to constitute a partnership or joint venture or any other fiduciary relationship. Neither Party is the employee, agent, partner or joint venturer of the other, it being understood and agreed that the relationship of the Parties is that of independent contractors.
7. Defaults; No Waiver. No waiver by either Party of any default hereunder shall constitute a waiver by such Party of any subsequent default, whether such subsequent default is similar in nature to any previously waived default.
8. Force Majeure. Other than for payment obligations, neither Party's delay or failure to perform or enforce any provision of this Agreement due to circumstances beyond its reasonable control (including, without limitation, war, strikes, floods, governmental restrictions, or power, telecommunications or Internet failures) shall be deemed to be, or to give rise to, a breach of this Agreement.





Last Updated: January 2, 2023