

MARKETING SERVICES SUPPLEMENTAL TERMS

IMPORTANT: THESE ARE THE SUPPLEMENTAL TERMS PERTAINING TO OUR MARKETING SERVICES. THESE SUPPLEMENTAL TERMS ARE SUBJECT TO, AND GOVERNED BY, YOUR MASTER SERVICES AGREEMENT WITH US AND ARE INCORPORATED THEREIN.

YOUR EXECUTION OF AN ORDER FORM FOR MARKETING SERVICES CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE SUPPLEMENTAL TERMS.

IN THE EVENT OF A CONFLICT BETWEEN THESE SUPPLEMENTAL TERMS AND YOUR MASTER SERVICES AGREEMENT, THESE SUPPLEMENTAL TERMS SHALL CONTROL.

YOU ACKNOWLEDGE AND AGREE THAT WE HAVE THE RIGHT TO ESTABLISH TERMS FOR THE CONTINUED USE OF OUR SERVICES. ACCORDINGLY, WE RESERVE THE RIGHT TO MODIFY THESE SUPPLEMENTAL TERMS IN ACCORDANCE WITH YOUR MASTER SERVICES AGREEMENT. YOU AGREE THAT YOUR USE OF THE SERVICES CONSTITUTES YOUR AGREEMENT TO ANY SUCH MODIFICATION.

TERMS NOT DEFINED HEREIN SHALL HAVE THE MEANING SET FORTH IN YOUR MASTER SERVICES AGREEMENT.

1. Definitions.

- 1.1. **“Creative Services”** means the graphic design or other marketing-related professional services that may be provided by us pursuant to an applicable Order Form. For avoidance of doubt, the term Creative Services as used herein shall not include website design services, which are the subject of specific Supplemental Terms.
- 1.2. **“Our Marks”** means WorkWave® and other trade names, trademarks, trade symbols, service marks, logos, and proprietary marks owned by us.
- 1.3. **“Service(s)”** means the Marketing Services to be provided by us to you pursuant to an applicable Order Form, including, without limitation, search engine marketing, pay-per-click, display, tracking services, live chat services, website development and hosting, search engine optimization, reviews services, any Creative Services, and such other marketing-related services as may be specified in an applicable Order Form from time to time. In addition, Services may include access to our software products and related consulting services if set forth in an applicable Order Form.
- 1.6. **“Work Product”** means any works (copyrightable or not, patentable or not), products, discoveries, developments, designs, work product, deliverables, improvements, inventions, processes, techniques, modifications and know-how made, conceived, reduced to practice or learned by us (either alone or jointly with you or others) that result from or arise out of any Services performed by us, or our designee, and provided to you pursuant to any applicable Order Form.

2. Intellectual Property Matters.

- 2.1. **Your Content.** Except as specified in your Master Services Agreement, these Supplemental Terms or an applicable Order Form, we acknowledge and agree you own all right, title and interest in, to and under Your Content. You grant to us a non-exclusive, royalty free, worldwide, limited

right to access, copy, store, process, transmit, display, broadcast, view, print and otherwise use Your Content only to the extent necessary to provide the Services to you. You have sole responsibility for the accuracy, quality, integrity, reliability, legality, and ownership of Your Content. Notwithstanding any other provision in this Agreement, you agree that we may collect statistical data for benchmarking, transactional, usage, or performance information purposes, such as user traffic, usage patterns, page impressions, activity levels, and other analytics for internal use or to be shared with third parties, provided that such information shall be in aggregate form, will not include personally identifiable information, or otherwise individually identify you. You agree that all such aggregate, anonymized, analytical data is owned by us. We will retain Your Content only for as long as needed to provide the Services and satisfy other reasonable business purposes, such as complying with legal obligations, resolving disputes, or enforcing our agreements. You acknowledge and agree that we are not responsible for the loss of Your Content. If you request the removal of any part of Your Content, we will assist you within a reasonable timeframe.

2.2. Your Marks. We acknowledge and agree that Your Marks are owned by you. During the Subscription Term, you agree that we may refer to you as our customer and you hereby grant us the right to use Your Marks in connection with the marketing and promotion of the Services, or part thereof, on our website or otherwise. We will use Your Marks consistent with any published guidelines with respect to such use that you provide to us. Any and all goodwill associated with our right to use Your Marks hereunder automatically vests in you.

2.3. Our Marks. You acknowledge and agree that Our Marks are owned by us. Names, logos, and marks related to third-party products incorporated in or made available through the Services are owned by their respective owners. You have a non-exclusive, non-assignable, royalty free, worldwide limited right to use Our Marks and any such third-party marks solely to the extent such marks are incorporated into the Service, and solely as part of your use of the Service, and, in the case of third-party marks, further subject to the terms of any third-party license you may enter into in connection with your use of such third-party products. Any and all goodwill associated with your right to use Our Marks hereunder automatically vests in us.

2.4. Creative Services. Creative Services may be provided in accordance with an applicable Order Form. If you request that we provide any Creative Services, you will remain fully responsible for Your Content. With respect to any content created by us, as between you and us, we shall retain ownership of the design elements of such content, excluding any of Your Marks or any proprietary elements or designs provided by you that may be included within such content.

3. Disclaimer.

3.1. Disclaimer of Warranties. WE PROVIDE ALL SERVICES PERFORMED HEREUNDER ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND WITHOUT ANY GUARANTEE OF CONTINUOUS OR UNINTERRUPTED AVAILABILITY. WE DO NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT WE WILL CORRECT ALL SERVICE ERRORS, (B) THE SERVICE WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY US, AND (C) THE SERVICE WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU

ACKNOWLEDGE THAT WE DO NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. ANY BENCHMARK DATA OR BENCHMARK REPORTS ARE PROVIDED “AS IS” AND WE SHALL HAVE NO LIABILITY WITH REGARD TO THEIR ACCURACY, CURRENTNESS, OR COMPLETENESS. WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS, THIRD-PARTY APPLICATIONS, OR THIRD-PARTY CONTENT. WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT, AND WE DISCLAIM ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT. YOU ACKNOWLEDGE THAT WE MAY MAKE CHANGES OR UPDATES TO THE SERVICES OVER THE COURSE OF AN APPLICABLE TERM. WE DO NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED ON OR THROUGH THE SERVICES OR ANY LINKED WEBSITE, AND WE MAKE NO GUARANTEE WITH RESPECT TO THE PERFORMANCE OR PLACEMENT OF ANY ADS OR CAMPAIGNS PLACED OR RUN AS PART OF THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. Additional Provisions for Marketing Services.

- 4.1. Third-Party Beneficiaries.** You understand and agree that publishers are intended third-party beneficiaries of Section 2 (Intellectual Property Matters) and Section 3 (Disclaimer) of these Supplemental Terms, as well as the indemnification, limitation of liability and your representations, warranties, and covenants set forth in your Master Services Agreement.
- 4.2. Agency.** In the event you are purchasing advertising on behalf of another company, you represent and warrant that you have been authorized by each such company to act as its agent in all respects relating to this Agreement, including, without limitation, the making of any elections or giving of any consents. Without limiting the generality of the foregoing, you agree on behalf of each such company that such company has been made aware of, and agrees to be bound by, these Supplemental Terms. You and each such company shall be jointly and severally liable for fulfillment of obligations under this Agreement, including all payment obligations.

[Last Changed: 1/1/2024]