

Terms of Use

Last Updated: January 22, 2021

Your use of the website, services, products, databases, software, tools and apps on which these terms reside or are referenced (collectively, the “Platform”), and the features of this Platform are subject to these terms of use (“Terms”), which we may update from time to time. **Please read these Terms carefully before using this Platform.** The Platform is owned or controlled by MRC Data, LLC (“Company” or “we”).

In order to access the Platform, you must be provisioned a unique identifier (“ID”) by or on behalf of Company pursuant to a separate, fully executed services agreement between a subscriber to the Platform and Company (a “Services Agreement”). In addition to the Terms set forth below, your access and use of the Platform is subject to all terms, conditions, and limitations set forth in the applicable Services Agreement.

By accessing this Platform in any way, including, without limitation, browsing this Platform, using any information or Company Content (as hereafter defined), and/or submitting information to Company, you represent that you are capable of entering into a binding agreement and agree to and are bound by the terms, conditions, policies and notices contained in these Terms, including, but not limited to, binding arbitration, conducting this transaction electronically, disclaimers of warranties, and damage and remedy exclusions and limitations. This Platform is intended for and applicable only for individuals who are eighteen (18) years of age or older.

From time to time we may update this Platform and these Terms. Your use of this Platform after we post any changes to these Terms constitutes your agreement to those changes. You agree to review these Terms periodically to ensure that you are familiar with the most recent version. Company may, in its sole discretion, and at any time, discontinue this Platform or any part thereof, with or without notice, or may prevent or restrict your use of this Platform and/or any Company Content with or without notice to you.

Company Content

Certain “Data Solutions Data” is made available to Authorized Users (as defined below) through the Platform, which may include SoundScan, BDS, Music Connect, and related data. Data Solutions Data and other information and content provided on or through the Platform constitutes “Company Information” hereunder.

Content on this Platform that is provided by Company or its licensors, including certain graphics, photographs, images, screen shots, text, articles, and any interactive content, digitally downloadable files, trademarks, logos, product and program names, slogans, methodologies, concepts, analyses, algorithms, know-how, frameworks, models, templates, specifications, industry perspectives, technology (including all software, Internet portals, platforms, access and analytic tools, along with updates and new versions, all in object and source code and together with all documentation and manuals), and other tools, raw, syndicated or syndicable data and any other data, including Company Information, and the compilation of the foregoing (“Company Content”) is the property of Company and its licensors, and is protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws. You agree not to download, display or use any Company Content located on the Platform for use in any publications, in public performances, on websites other than this Platform for any other commercial purpose, in connection with products or services that are not those of Company, in any other manner that is likely to cause confusion among consumers, that disparages or discredits Company and/or its licensors, that dilutes the strength of Company's or its licensors' property, or that otherwise infringes Company's or its licensors' intellectual property rights. You further agree not to misuse in any other way any Company Content or third party content that appears on this Platform.

Provided you are a duly authorized user pursuant to an applicable Subscription Agreement (an “Authorized User”), Company grants you a limited, temporary, non-exclusive, non-transferable, non-sublicensable, revocable license to access the Platform and Company Information, solely in accordance with the terms and limitations of the applicable Subscription Agreement and as set forth in this Section. The Platform and Company Information are licensed to Authorized Users for their confidential internal business use only, and, absent specific prior written consent by Company, in no event will you, either directly or indirectly, through yourself or any party:

- (a) provide access to, disclose or distribute the Company Content, or any part thereof, to any third party, by any manner whatsoever, including any form of on-line technology, except as otherwise expressly set forth below in this Section;
- (b) create, republish or broadcast or otherwise utilize the Company Content in any chart, list or ranking that includes or is created from or informed by the Company Content or any portion thereof, or otherwise use the Company Content, or permit such to be used, for purposes of product benchmarking or other comparative analysis intended for publication or distribution;
- (c) utilize in connection with, or with respect to, the Platform and/or Company Content any automated data-mining programs, including without limitation web spiders, bots, indexers, robots, crawlers, harvesters, scripts, or macros;
- (d) distribute, market, license or sell any derivative work based on the Platform and/or Company Content, or decompile, reverse engineer, disassemble, combine, pool, commingle or cross-reference them with other information, technology or content; sublicense, distribute, dispose of, modify, adapt or translate the Platform and/or Company Content, remove any proprietary or copyright legend from, or use the Platform and/or Company Content in a manner competitive with Company or its affiliates, or any intellectual property or service of Company or its affiliates;
- (e) copy the Platform and/or Company Content or place any Company Content on any data retrieval systems;
- (f) use the Company Content or any part thereof in any legal or administrative proceeding, except as required and compelled by legal process, in which case you shall promptly give Company advance written notice, and, before such use, you shall obtain confidentiality agreements, protective orders and evidentiary stipulations acceptable to Company and shall limit the use to the minimum necessary to comply with such legal requirement, all of the foregoing at your expense;
- (g) disclose the Company Content or any part thereof to the general public, including without limitation in any press release or advertising, marketing or promotional claim; or
- (h) use any electronic communication feature of the Platform for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, vulgar, sexually explicit, or inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic, threatening, or hateful; upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; collect or store personal data about other users; use the Platform for any purpose not expressly approved by Company in writing; email or otherwise transmit any advertising or promotional materials or any other form of solicitation or unauthorized communication; upload, email or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the

functionality of any computer software or hardware or telecommunications equipment; cause, in Company's sole discretion, inordinate burden on the Platform or Company's system resources or capacity; interfere with or disrupt servers or networks used by Company to provide the Platform or used by other Authorized Users to access the Platform, or violate any third-party regulations, policies or procedures of such servers or networks or harass or interfere with another Authorized User's full use and enjoyment of the Platform; or use the Platform in any manner or for any purpose other than as expressly permitted by the Services Agreement, these Terms, the Company's Privacy Policy, or any other policy, instruction or terms applicable to the Platform

For the avoidance of doubt, any use or disclosure of any Company Content to any third party, including but not limited to consultants, software solutions providers, third party processors, computer service bureaus, value added processors, data modeling or awareness tracking companies and/or media audit companies, is prohibited without Company's prior written consent.

You agree not to re-transmit, disclose or distribute any of the Company Content or information received from the Platform or Company services to any other person, organization or entity. You expressly agree that the Company Content and any other data obtained or derived from the Platform or Company services (including print publications, if applicable) shall not be incorporated in any other material or work distributed or disclosed to others or redistributed by or on behalf of you in any form or manner, including but not limited to, on any social networking site; online forum, discussion thread or comment section; personal website or blog; or any other website, service, platform, program, application or other form or method of communication. For clarity, you may not use such information for development of data-related products or services, the creation of any database product, or for data provision services.

Accounts, Passwords, and Security

If the Platform requires you to create an account or otherwise submit information, you must complete the specified process by providing us with current, complete, and accurate information as requested by the applicable registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data, and any loss caused by your failure to do so is your responsibility. During the registration process, you may be asked to enter your name and valid e-mail address and choose a sufficiently strong password. It is your responsibility to maintain the confidentiality of your password and account. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify Company immediately of any unauthorized use of your account. You further agree not to email, post, or otherwise disseminate any user ID, password, or other information which provides you access to the Platform. Company is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. If you suspect your login credentials have been compromised, please notify us immediately using the support contact information provided on the relevant account login page. Company is not responsible for any delay in shutting down your account after you have reported a breach of security to us. IDs may not be reassigned or shared without Company's prior written approval.

User Submissions

Unless personally and directly requested by Company, we expressly request that you do not submit any content, articles, ideas, concepts, techniques, designs, plans, charts, feedback, suggestions, know-how, or similar materials (collectively "Submitted Ideas") to us in any form, over any medium (including, without limitation, via e-mail). The Platform is not intended for you to submit any unsolicited materials. We are under no obligation to review or keep your Submitted Ideas, and we reserve the right to delete or review any Submitted Ideas in our sole discretion. If you disregard our request and disclose or offer any Submitted Ideas, the Submitted Ideas will be deemed to be non-confidential and non-proprietary and shall become the exclusive property of Company. In such cases, we will be entitled to unrestricted use of the Submitted Ideas (in whole or in part and including, without limitation, any derivations thereof) for any purpose

whatsoever, commercial or otherwise without any form of compensation to you. Further, you understand and acknowledge that Company may employ internal and/or external resources which may have developed, or may in the future develop, ideas identical or similar to your Submitted Ideas.

Use of the Platform

You agree to indemnify and hold Company, its parents, subsidiaries, officers, employees, and website contractors and each of their officers, employees and agents harmless from any claims, damages and expenses, including reasonable attorneys' fees and costs, related to your violation of these Terms, or which arises from or in connection with your use of the Platform and/or any Company Content and/or any content you submitted, posted, or otherwise provided to Company or this Platform.

You represent and warrant that the information you provide is true and accurate and agree to update the information thereafter in the event of any changes. You acknowledge and agree that Company reserves the right to, and may from time to time, monitor any and all information transmitted or received through the service. Company, at its sole discretion and without notice to you, may review, censor or prohibit the transmission or receipt of any information which Company deems obscene, offensive or otherwise inappropriate. You agree that any unauthorized use of the service (or any data derived therefrom) by you may result in immediate suspension of service access or termination.

The use of the Platform on a mobile device requires use of a mobile device and wireless mobile data service, which must be obtained from your wireless carrier, and may require Internet access, which must be obtained from your service provider; you are responsible for obtaining and paying for such additional services and obtaining a suitable device, including without limitation all usage charges related thereto. You may be required to send and receive, at your cost, electronic communications related to the Platform, including without limitation administrative messages, service announcements, diagnostic data reports, and Platform updates, from Company, your wireless service provider or third party service providers. If you do not have an unlimited wireless mobile data plan, you may incur additional charges from your wireless service provider in connection with your use of the Platform. You are solely responsible for obtaining any additional subscription or connectivity services or equipment necessary to access the Platform, including but not limited to payment of all third party fees associated therewith, including fees for information sent to or through the Platform.

Some functionality of the Platform, including location based services and functionality and access to the user's address book, may require the transmission of information provided by the user, including, without limitation, names, user names and passwords, addresses, email addresses, financial information (such as credit card numbers), and/or precise location. By using the Platform, the user consents to the transmission of such information to Company and/or its agents and authorizes Company and/or its agents to record, process, and store such user information including for purposes described in the Company's [Privacy Policy](#).

End User License for our Mobile Apps

Our mobile applications (each, an "Application"), including the software; any code, files, and images, contained in or generated by the software; accompanying data; Boot ROM code; and other embedded software; Application Updates; documentation; and any accompanying fonts, whether in read-only memory, on any other media or in any other form are licensed to you by Company subject to these Terms. Neither title nor any intellectual property rights are transferred to you, but rather remain with Company, who owns full and complete title, and Company reserves all rights not expressly granted to you. The rights granted herein are non-transferable and are limited to Company's intellectual property rights in the Application and do not include any other patents or intellectual property rights. These Terms do not grant you any rights to use the Application, Application Updates, or any other Company proprietary interfaces or other intellectual property in the design, development, manufacture, licensing or distribution of third-party devices and accessories for use with the Application. Any use of the Application in any manner not allowed

under these Terms or the LAEULA, including, without limitation, resale, transfer, modification or distribution of the Application or copying or distribution of data, reports, text, pictures, music, video, recordings, hyperlinks, displays and other content provided by the Application is prohibited. These Terms do not entitle you to receive and do not obligate Company to provide hard-copy documentation, support, telephone assistance, or enhancements or updates to the Application. You may not modify, alter, copy, publicly display or perform, distribute, create derivative works, of the Application.

Except as and only to the extent permitted by applicable law, or by licensing terms governing use of open-sourced components included with the Application, you may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Application, Application Updates, or any part thereof. Any attempt to do so is a violation of the rights of Company and its licensors of the Application and Application Updates. If you breach this restriction, you may be subject to prosecution and damages.

Company may make available for download certain updates or upgrades to the Platform (“Platform Updates”) or to the Application (“Application Updates,” and, together with Platform Updates, “Updates”) to update, enhance or further develop them. The license granted herein allows you to download and use the Updates to respectively update the Application or Platform on any device that you own or control. These Terms do not allow you to update devices that you do not own or control, and you may not make the Updates available over a network where they could be used by multiple devices or multiple computers at the same time. You may not make any copies of the Updates, unless such copy is authorized in writing by Company.

Company may, at its discretion, automatically download Updates to your device. You agree to accept these Updates, and to pay for any costs associated with receiving them. The Application, Platform and Updates are subject to export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Application, Platform and Updates. These laws include restrictions on destinations, end users and end use.

Use of our Mobile Apps for Apple Devices

These Terms incorporate by reference the Licensed Application End User License Agreement (the “LAEULA”) published by Apple Inc. (located online at <http://www.apple.com/legal/itunes/appstore/dev/stdeula/>). For purposes of these Terms, each of our Applications is considered the “Licensed Application” as defined in the LAEULA and Company is considered the “Application Provider” as defined in the LAEULA. If any of these Terms conflict with the terms of the LAEULA, these Terms shall control. You further acknowledge and agree that in no event will Apple Inc. be responsible for any claims relating to our Application (including, without limitation, a third party claim that the Application infringes that third party’s intellectual property rights) or your use or possession of the Application, including but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. You acknowledge and agree that, to the maximum extent permitted by applicable law, Apple Inc. will have no warranty obligation whatsoever with respect to the Application.

Ownership

As between you and Company, Company, its affiliates and/or its licensors own, solely and exclusively, all rights, title and interest in and to the Platform, the Company Information (including, without limitation, the Data Solutions Data) and the Company Content, including but not limited to any copyrights, trademark rights, patent rights, database rights, moral rights, sui generis rights and other intellectual property and proprietary rights therein. Your use of the Platform does not grant to you ownership of any content, code, data or materials you may access on or through the Platform.

Disclaimers, Representations, and Limitations of Liability

The services, information, and Company Content provided through our Platforms are not intended as a substitute for financial, investment, legal, accounting or other professional advice, and you remain solely responsible for your decisions, actions, use thereof and compliance with applicable laws, rules and regulations. You assume all responsibility for determining whether they are appropriate or sufficient for your purposes.

Company makes no representations about the reliability of the features of this Platform, the Company Content, or any other Platform feature, and disclaims all liability in the event of any service failure. You acknowledge that any reliance on such material or systems will be at your own risk. Company makes no representations regarding the amount of time that any Company Content will be preserved.

Company does not endorse, verify, evaluate or guarantee any Company Content or information provided by through the Platform and nothing shall be considered as an endorsement, verification or guarantee of any such content. You shall not create or distribute information, including but not limited to advertisements, press releases or other marketing materials, or include links to any sites which contain or suggest an endorsement by Company without the prior review and written approval of Company.

The Internet may be subject to breaches of security. Company is not responsible for any resulting damage to any user's device or computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that e-mail and other submissions over the Internet may not be secure, and you should consider this before e-mailing Company any information or posting information to the Platform. Company makes no representation or warranty whatsoever regarding the suitability, functionality, performance, availability or operation of the Platform. This Platform may be temporarily unavailable due to maintenance or malfunction of computer equipment.

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CONNECTION WITH ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE PLATFORM. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Binding Arbitration

You and Company agree that, except for either party's claims of infringement or misappropriation of any patent, copyright, trademark, trade secret or other intellectual property right, any controversy or claim arising out of or relating to the Platform, any Company Content, or these Terms and/or the [Privacy Policy](#) shall be settled exclusively by binding arbitration in California, or at such other location as may be mutually agreed upon by the parties or in a location determined by the arbitrator as set forth herein, in accordance with the applicable procedural rules set forth in the then prevailing Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures"), unless any such rules are inapplicable to the dispute by their terms or otherwise inconsistent with these Terms. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The JAMS Rules and Procedures are available at www.jamsadr.com or by calling (800) 352-5267. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The Federal Arbitration Act shall govern the enforceability, interpretation and effect of terms set forth in this provision. Otherwise, the arbitrator shall apply California law or applicable federal law consistent with applicable statutes of limitations, and shall honor claims of privilege recognized at law. Payment of the parties' costs and fees owed to JAMS and the arbitrator will be determined by the JAMS Rules and Procedures and fee schedule, and in such case will be subject to any limitations on the costs and fees owed by you as provided in the JAMS Rules and Procedures. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class, representative, or collective basis, or as a private attorney general on behalf of other persons similarly situated, then the entirety of this arbitration provision shall be null and void, and neither you nor Company shall be entitled to arbitrate the dispute. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU MAY NOT BRING ANY CLAIM AS A PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHER SIMILARLY SITUATED PERSONS.

BY AGREEING TO THE ARBITRATION OF DISPUTES AS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL, AND WAIVE ANY AND ALL RIGHTS TO PARTICIPATE IN A CLASS ACTION OR CLASS OR REPRESENTATIVE ARBITRATION. DO NOT USE THIS PLATFORM IF YOU DO NOT AGREE TO THE FOREGOING BINDING ARBITRATION PROVISIONS.

Termination

Company may terminate, change, suspend or discontinue any aspect of the Platform or the Platform's services at any time. Company may restrict, suspend or terminate your access to the Platform and/or its services if we believe you are in breach of our Terms or applicable law, rules or regulations, or for any other reason without notice or liability.

Third Party Websites

This Platform may hyperlink to sites not maintained by or related to Company. Hyperlinks are provided as a service to users and are not sponsored by or affiliated with this Platform or Company, and Company

makes no representations or warranties about the content, completeness, or accuracy of those third party sites. Information you submit at a third party site accessible from this Platform is subject to the terms of that site's privacy policy, and Company has no control over how your information is collected, used, or otherwise handled.

Miscellaneous

Both you and Company acknowledge and agree that no partnership is formed and neither of you nor Company has the power or the authority to obligate or bind the other.

These Terms will be governed by and construed in accordance with the internal laws of California without regard to conflicts of laws principles. By using this Platform, you agree that any litigation shall be subject to the exclusive jurisdictions of the state or federal courts located in California, except as to any matters subject to the mandatory arbitration provision above. **YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PLATFORM AND/OR THESE TERMS, WILL BE WITHOUT RESORT TO ANY FORM OF CLASS ACTION.** These Terms operate to the fullest extent permissible by law.

In the course of your use of the Platform, you may be asked or given the ability to provide us with personally identifiable information. Please read our [Privacy Policy](#) for more information about our information collection and use practices.

If Company fails to act with respect to your breach or anyone else's breach on any occasion, Company is not waiving its right to act with respect to future or similar breaches. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms and the applicable Services Agreement constitute the entire agreement between you and Company regarding the use of the Platform. By using the Platform, you agree to be bound by these Terms.