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I. Agreement Overview

This Digital Services Agreement, comprising the Digital Services General Terms and Conditions set forth in Section V, below (as they may be modified by NPR and Member), together with all Digital Services and Digital Content descriptions, terms, and conditions set forth herein, and all NPR policies and procedures incorporated herein by reference as they exist now and as they may be adopted or modified by NPR in the future (collectively, this "Agreement") is entered into in Washington, DC, and defines the terms of your participation as an NPR Member in NPR's Digital Services content and service offerings as they currently exist, as they are modified or supplemented in the future, and with respect to the specific content or services that you use.

Parties

National Public Radio, Inc., a District of Columbia nonprofit corporation with an address at 1111 North Capitol Street, N.E., Washington, DC 20002 ("NPR").

The NPR Member identified below ("Member" or "you").

Legal Name of Member: Eastern KY University
Authorized Representative: Mike Savage
E-Mail: mike.savage@eku.edu

Digital Services and Digital Content Offerings

NPR Digital Services encompasses software, technology, and platform services; content, including audio, text, video, and images; and related services, such as training and service level support. As an NPR Member and Digital Services participant in good standing, Member may access some or all of the Digital Services (and related Data), Digital Content, and Marks listed in the service listings below. Additional terms associated with individual Digital Services and Digital Content offerings are set forth below, are made a part of this Agreement, and may be adopted or revised by NPR from time to time. Additional Digital Services (and related Data), Digital Content, and Marks may be offered during the Term (as defined below) of the Agreement, and Member's use of such Digital Services (and related Data), Digital Content, and Marks will be governed by this Agreement. In the event of a conflict, any terms specific to Digital Services, Data, Digital Content, or Marks shall supersede the Digital Services General Terms and Conditions.

Term and Termination

The term of this Agreement shall be from October 1, 2019, through September 30, 2020, unless earlier terminated as provided herein ("Term"). If either party breaches this Agreement, the other party may terminate this Agreement on thirty (30) days' written notice and opportunity to cure the breach within such notice period. In addition, if you terminate

your Membership in NPR in accordance with the [NPR Bylaws](https://www.nprstations.org/policies/govbylaws.cfm) (<https://www.nprstations.org/policies/govbylaws.cfm>) or discontinue offering public media services to the public, you may terminate this Agreement upon sixty (60) days' prior written notice. Fees will be prorated as appropriate.

II. Digital Content and Services

Member may select either the standard News products and services bundle (the “News Service Bundle”) or the discounted Music products and services bundle (the “Music Service Bundle”). Member may opt into or out of any product or service at any time.

1. Digital Content and Marks:

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|------------------------|------------------------|
| Digital News Content * | Included in annual fee |
| Digital Music Content | Included in annual fee |
| Marks | Included in annual fee |

2. Digital Products and Services:

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|--|------------------------|
| Core Publisher Content Management Platform * | Included in annual fee |
| Story API | Included in annual fee |
| Schedule and Stream API | Included in annual fee |
| PMP (Public Media Platform) | Included in annual fee |
| StationConnect | Included in annual fee |
| Station Stream Distribution | Included in annual fee |
| Station Digital Content Distribution * | Included in annual fee |
| SoundExchange Reporting | Included in annual fee |
| Analytics Service | Included in annual fee |
| Composer 2: Application | Included in annual fee |
| Donation Forms, powered by Springboard | Included in annual fee |
| Disqus Commenting Platform | Included in annual fee |
| eMarketer Research Services | Included in annual fee |

* Not available in discounted Music Service Bundle

Member agrees to purchase NPR Digital Services as outlined in this Agreement and will receive an invoice from NPR on a quarterly basis reflecting the services it has selected.

The total cost of services included in the annual Digital Services fee (excluding additional fees associated with select services) is based on the bundle that Member selects.

FY 2020 Term October 1, 2019 - September 30, 2020: \$13,388.68

Please call your Member Partnership colleague or email programservices@npr.org to discuss services requiring additional fees.

By entering into this Agreement, Member understands that if it subsequently decides to discontinue any NPR Digital Services product or service, it must notify NPR in writing thirty (30) days prior to the desired effective date of the change.

III. Digital Content and Marks

1. Digital Content

Select audio, text, links, images, video, and related metadata will be made available by NPR and Third Parties, including other NPR Members, for Member to access and publish on Member's Noncommercial Digital Platforms pursuant to this Agreement, whether through automated system integration, an interface for collection of content, FTP delivery, email, or other means.

The Digital Content made available by NPR under this Agreement (the "NPR Content") does not include any NPR programming distributed for over-the-air broadcast. Live or delayed streaming or other digital use of NPR broadcast programming, including segmented audio, is governed by the NPR Member Broadcast and Digital Platform License Agreement.

Select NPR Music content will be made available to Member as part of the Digital Content by mutual agreement of Member and NPR (such NPR Music content will be referred to as the "Digital Music Content").

The Digital Content that will be made available as part of the Music Service Bundle consists solely of Digital Music Content. All other Digital Content made available by NPR or Third Parties that does not constitute Digital Music Content will be deemed Digital News Content, as that term is used in Section II of this Agreement.

Digital Content Terms of Use

1. No Archiving or Downloading. No Digital Content (other than Member Content) may be (a) archived by Member in an independent content database (separate from the display and distribution of the Digital Content on Member's Digital Platform(s) as permitted under this Agreement and the API Terms of Use, which are available as of the Effective Date of this Agreement at http://www.npr.org/buckets/api/api_station_fullterms.html); or (b) authorized to be reproduced as a downloaded copy by a user from a Member Digital Platform. Notwithstanding the foregoing, Member may allow the progressive downloading of Digital Content, with "progressive downloading" defined to mean a streaming technology that permits the end user to begin listening to audio while the stream is still buffering, with only a brief (e.g., 20 seconds) caching of the content.

2. Removal of Digital Content from Member Digital Platform(s). Upon the request of NPR, Member shall promptly remove any Digital Content (other than Member Content) identified by NPR from all Member Digital Platforms and refrain from further use of such Digital Content.

3. Member Digital Platform Use Only. Stations may only make Digital Content (other than Member Content) available on a Member Digital Platform. Public access to Digital Content by or through Third-Party websites or other digital platforms not approved in writing

by NPR, including radio audio aggregators and other portal providers, is not permitted. Notwithstanding the foregoing, Member Content served as a limited RSS feed or search result aggregation may include links, headlines, and captions provided by NPR up to a reasonable limit.

4. Delivery of Digital Content. Audio, video, and interactive content offered for Member Digital Platform use may be delivered to individual end-users only via the API from computer servers under NPR's control or by other means subject to NPR's prior written approval. Text and images may be delivered to individual end-users only via the API from computer servers under NPR's control unless delivery via a server under Member's control is expressly permitted by operation of the API or by other means subject to NPR's prior written approval.

5. Noncommercial Use of Digital Content. Member may use the Digital Content (other than Member Content) only on a Noncommercial Member Digital Platform. Member may include local sponsor acknowledgments adjacent to, but not within any individual segment of, Digital Content (other than Member Content) as specified by NPR. Only NPR may include sponsorship acknowledgments in connection with NPR video Digital Content offered for Member Digital Platform use.

6. Integrity of Programming. The Digital Content shall be used as provided, without any element thereof, including sponsor acknowledgments, being replaced, covered up, or otherwise altered, unless otherwise permitted under this Agreement.

7. Avoidance of Possible Confusion of Origin of Digital Content or Marks; Links to NPR Sites. Links to or other use of Digital Content or Marks on the Member Digital Platform shall be positioned on the Member Digital Platform so as to make clear that such content is produced by the owner of the Digital Content or Mark and not by another source (including Member, except with respect to Member Content). Similarly, links to or use of content from sources other than NPR or a Third Party pursuant to this Agreement shall be positioned on the Member Digital Platform so as to avoid the impression that such other content is associated with NPR or such Third Party. Member shall provide on the website or other digital pages related to or linking the NPR Content licensed hereunder a link to NPR's designated website or other Digital Platform.

8. Music Use. The performance of published non-dramatic musical works and digital sound recordings is licensed pursuant to blanket license agreements between the Corporation for Public Broadcasting ("CPB") and ASCAP, BMI, SESAC, The Harry Fox Agency, and SoundExchange. To the extent Member's performance of musical works and digital sound recordings is not covered by any of such agreements, Member is obligated to secure appropriate licensing for any musical works and recordings included as part of the Member Content.

9. Information to Be Provided. Member shall, upon the request of NPR, provide NPR, and, if required by a music rights holder, that rights holder, with reasonable information about usage of the Member Digital Platform, which may include, among other things, page impressions, visitors, streams made available, and revenue received. Member shall also

inform NPR's Office of the General Counsel ("OGC"), by email (ogcstaff@npr.org) or otherwise, if it is contacted by any music rights holder society for information about any Member Digital Platform or other digital music usage and shall provide OGC with a copy of any of the information provided by Member to such rights holder.

2. Marks

The following terms govern the use of Marks under this Agreement other than Member's use of Marks owned by Member.

Marks Terms of Use

1. Subject to the terms and conditions of this Agreement, NPR grants Member a non-transferable, non-exclusive license: (a) to use NPR's corporate name (National Public Radio, Inc.), the "NPR" service mark, and the NPR logo (the "**NPR Corporate Marks**"), to the extent necessary for Member to perform its obligations and/or exercise its rights under this Agreement; and (b) to use, in unaltered form, in connection with the use of Digital Services or Digital Content pursuant to this Agreement, those registered and unregistered service marks, logos, and other design marks owned by NPR or licensed by NPR from a third-party licensor that are used to identify Digital Services and Digital Content (the "**Digital Content/Services Marks**" and, together with the NPR Corporate Marks, the "**Marks**"). The Marks may be used by Member solely in conformity with NPR's instructions, including NPR's Brand Guidelines, available as of the effective date of this Agreement at www.npr.org/brandguidelines.

2. Member acknowledges that the quality of the presentation of the Marks has an important effect on the goodwill and business reputation of the owner of the Mark and will use its best efforts to ensure that such presentation shall be of high quality, free from defects, and in full compliance with all laws.

3. Member further agrees and warrants that: (i) it will employ an encircled R: * with the registered Digital Content/Services Marks owned by NPR, and the symbol SM with any unregistered Digital Content/Services Marks owned by NPR, unless otherwise authorized by NPR; (ii) in the case of Digital Content/Services Marks owned by a Third-Party, it will use such Marks according to the instructions provided by NPR; (iii) it will not at any time represent that it has ownership of the Marks; (iv) it will not, during the term of this Agreement or thereafter, attack, or permit or cause others to attack, the title or any rights of a Mark's owner in and to such Mark; (v) it will not at any time adopt or use any marks confusingly similar to a Mark that Member does not own; (vi) unless required by law, it will not use any other trademark or service mark on or in any materials bearing the Marks without NPR's prior written approval, except that Member may use its name and/or logo on or in any such materials in such a manner as not to cause confusion about the ownership of the Marks or source of the Digital Services or Digital Content; (vii) Member shall provide NPR with copies of any promotional materials bearing the Marks upon NPR's reasonable request; and (viii) with respect to any Marks owned by Member and associated with Member Content, Member shall make available via the Member Digital Platform its instructions for the use of such Member Marks.

4. If NPR notifies Member that it must not use, or must discontinue any use of, any of the Marks, or that it must revise the manner in which it is using any of the Marks, then Member shall do so immediately. The cost of such discontinuance shall be borne by Member unless Member's specific use of a Mark was permissible under this Agreement, was in accordance with the instructions provided by the owner of a Third-Party Mark in the case of Third-Party Marks, or was previously approved by the Mark's owner in writing.

IV. Digital Products and Services

NPR has contracted, and may contract from time to time in the future, with technology and other digital services vendors to extend their technologies and services to NPR member stations. In some cases, Member will need to pay a supplemental fee to receive some or all of the services provided by these independent vendors. In addition, Member may be obligated to comply with terms and conditions imposed by the vendor if Member wishes to receive the vendor's services.

1. Core Publisher Content Management Platform

Core Publisher is a digital content management system for public radio stations providing content creators, journalists, and editors the ability to manage digital content and to edit, distribute, and display news and information to multiple platforms including web, mobile, and select apps via APIs (described in Section IV.3 below). It includes flexible, responsive presentation templates and integration with the APIs (described in Section IV.3 below) and the NPR One app. It also provides automatic display of program schedule and playlist data.

Features:

Content Management

- Ability to manage content publishing workflow, including saving drafts, publish/unpublish capabilities, and scheduled publishing
- Editorial controls for featuring content, modifying page layouts, managing site structure, and menu modifications
- Access to publish any content available in an API (NPR and station content), natively on Member's site, including images and audio
- Support for multiple content structures, including categories, tags, events, and programs
- Community Calendar, a set of features for creating, listing, and promoting events

Design and Configuration

- WYSIWYG content creation, editing, and publishing interface
- Website or other digital platform configuration and setup, including site visual design, station brand integration, basic site configuration, and custom footer construction
- Responsive design optimizing all site content for mobile, tablet, and desktop
- Creation of program pages, including customizable local program pages and national program pages.
- Program pages that are pre-fed with data entered in Composer 2 Application (described in Section IV.9 below) and NPR programs that are automatically updated with stories and audio from the API as they are created
- Customizable topic/series pages
- Automatic integration of people pages for staff and national authors and hosts with support for custom staff categories, bio text, and headshot/images

- Automatic slide-show creation in stories
- Automatically created podcasts for all audio content by category, tag, topic, or program with a customizable podcast page for featuring specific podcasts in multiple formats
- Integrated social sharing tools for all story content
- Ability to configure links to Twitter, Facebook, and vehicle donation
- Ability to add, remove, and manage permissions of station users
- Training sessions for content practitioners on how to use the tool

System Integration, Security, and Technical Specifications

- Automatic integration with the NPR Story API
- API search/browse interface, with the ability to browse by date and keyword(s) any site content produced by NPR
- Automatic update of API story content, including corrections, image and headline updates
- Ability to publish audio segments to NPR One via an API, including featuring and expiring content as needed
- Ability to publish and retrieve content from the PMP
- Native integration with the Digital Services Analytics Service (described in Section IV.8 below)
- Integration with the Composer 2 Application tool, resulting in program schedules, playlists, playlist search, and now-playing information automatically available on the station's site
- Support for embedding third-party tools in stories (e.g., videos, polls, maps, etc.)
- Integration of Disqus commenting and moderation platform (described in Section IV.12 below) for all published stories
- Automatic support for YouTube, Vimeo, and Cove video embeds from a simple URL
- Automatic integration of Google Doubleclick for Publishers Small Business Ad Server with six standard ad slots
- Integrated Google Custom Search Engine search with the ability for users to search Core Publisher and multiple site domains outside of Core Publisher
- Multiple layers of redundancy and server parallelism with no single points of failure
- Multiple layers of security for protection against attacks
- Multiple layers of caching for maximum site performance under heavy traffic loads
- Primary and second collocation facilities for emergency failover
- Content Delivery Network ("CDN") storage included
- 24/7 automated monitoring/paging with automatic failover and 24/7 on-call support staff
- Disaster and security protocols for emergency response

Additional Terms for Core Publisher CDN Storage Services

The CDN storage services provided as part of the Core Publisher Service may be provided to Member by Third-Party vendors selected by NPR in its sole discretion. Member shall comply with any and all acceptable use policies ("AUPs") in effect from NPR's Third-Party vendors at the time Member utilizes such services. NPR will notify Member

promptly after receiving notification of any changes to any such AUPs. CDN storage services are currently provided by Akamai Technologies, Inc. ("Akamai"). Therefore, the following terms and conditions apply:

Member's use of the CDN storage services shall at all times comply with Akamai's then-current AUP. Akamai's AUP in effect as of the effective date of this Agreement is located at <https://www.akamai.com/us/en/privacy-policies/acceptable-use-policy.jsp>.

Member understands and agrees that such AUP may be modified from time to time by Akamai upon reasonable advance notice to NPR, and agrees to be bound by the AUP(s) currently in effect as of the 30th day after NPR receives Akamai's notification (which NPR will promptly pass on to Member).

To the extent Akamai becomes aware of any content or activities that Akamai reasonably and in good faith deems to be in material violation of the AUP, Akamai reserves the right to block access to such content or terminate or suspend services. Unless there is immediate danger of substantial and material harm to Akamai, Akamai will provide NPR with reasonable advance notice of the AUP violation (which NPR will promptly pass on to Member) and a reasonable opportunity to cure the violation before the Akamai hosting services are suspended or terminated or access to content is blocked.

2. Application Programming Interfaces (APIs)

NPR maintains several content and data repositories that contain images, text, audio, video, transcripts, data about authors, station information, program and broadcast schedule data, and other metadata related to public radio content. These content repositories are accessed programmatically with a set of application programming interfaces (APIs).

There are three APIs available to serve station, NPR, and other content, data, and metadata distribution needs:

- **Story API:** primarily a content repository for user-facing audio, text, images, video content, and related metadata
- **Schedule and Stream API:** primarily for program, schedule, and station identity metadata
- **PMP (Public Media Platform):** a tool to access digital public media content from NPR and other sources, currently including American Public Media, Public Radio Exchange, Public Radio International, and others

Included Story API and PMP Features:

- Ability to retrieve news stories with related story assets (audio, video, images, etc.) for the purpose of publishing those stories on a Member's website or on other digital devices
- Ability to retrieve author bio information for content
- Ability to retrieve station information, including call letters, brand information, streams, schedules, and broadcast range

- Ability to publish the above content into the content repository via the API
- Modules for certain other content management systems as needed by stations to support retrieval from and publication to the API
- Limited technical support to address API integration questions for stations building their own website and mobile technologies

Member's use of the NPR Story API and the Schedule and Stream API is subject to the Terms of Use of API for Stations available as of the effective date of this Agreement at http://www.npr.org/buckets/api/api_station_fullterms.html, and is also subject to the additional terms below.

Member's use of the PMP is subject to the PMP API Terms of Use available as of the effective date of this Agreement at <https://support.pmp.io/terms>, and is also subject to the additional terms below.

Additional Terms for API Ingest and Retrieval

NPR will provide access to the APIs so that Member may ingest Member Content, Member Data, and metadata to, and retrieve or remove Digital Content, Data, or metadata from, the APIs. Member is solely responsible for its Member Content and Member Data. NPR will not edit or modify any Member Content or Member Data, except that NPR may make such modifications as may be necessary to adapt the format of the Member Content for technical requirements or distribution via the Digital Services.

If Member becomes aware that any of its Member Content or Member Data may violate any applicable law, regulation, or ordinance, defame any person, violate or infringe upon the copyright, trademark, patent, trade secret, privacy, reputation, creative, or other rights of any person or entity, or contain any Harmful Code (as defined in Section C.5 of the Digital Services General Terms and Conditions set forth in Section V of this Agreement), or if Member becomes aware of any claim, threatened claim or complaint of such violation, infringement, or Harmful Code, then Member agrees to provide a detailed notification to NPR and promptly remove such Member Content or Member Data from the APIs. NPR also has the right to remove such Member Content or Member Data. In the event Member becomes aware of such violation, infringement, Harmful Code, or claim, threatened claim, or complaint of such violation, infringement, or Harmful Code with respect to Member Content or Member Data that remains in any or all of the APIs after the termination of the Agreement, then Member agrees to provide a detailed notification and request for removal to NPR, and NPR will within fifteen (15) business days remove the Member Content or Member Data identified by Member from the APIs. NPR agrees to make reasonable efforts to forward or disseminate any such Member notification to member station users of the APIs.

NPR is under no obligation to use or distribute any of the Member Content or Member Data. NPR has the right to remove any Member Content or Member Data from the APIs and the Digital Services for any reason, in its sole discretion, including, but not limited to, receipt of a notice under 17 U.S.C. Section 512 (the Digital Millennium Copyright Act ("DMCA")). In the event NPR removes any Member Content or Member Data from the APIs

or the Digital Services, it shall remove an entire story/piece (rather than a portion of a story/piece) and all related materials unless otherwise instructed by Member. NPR will promptly provide a detailed notification to Member if it removes any Member Content or Member Data from the APIs or the Digital Services. Nothing herein shall prevent Member from sending a DMCA counter-notification to NPR or otherwise exercising the rights of a copyright owner under the DMCA; provided that receipt of a counter-notification shall not obligate NPR to use or distribute any Member Content or Member Data or prevent NPR from removing Member Content or Member Data from the APIs or the Digital Services.

Member may use the APIs only in connection with a Noncommercial Member Digital Platform, as defined in the Digital Services General Terms and Conditions set forth in Section V of this Agreement.

3. StationConnect

StationConnect is a tool for stations to integrate their brand, content, and digital links into NPR products and platforms. Stations can provide branding elements (including logos and tag lines), content streams, podcasts, and other Digital Content that can be utilized by NPR digital products such as NPR One, npr.org, and the NPR and NPR News apps, as further detailed in Section 4, below (titled "Member Broadcast Stream and Digital Content Distribution"). Additionally, stations can download audience user data, providing stations a way to download the information that was generated for their station and any of its affiliates via NPR One.

4. Member Broadcast Stream and Digital Content Distribution

Distribution of Member Broadcast Streams: Member's secure HTTPS audio broadcast streams will be made available on one or more NPR-branded Digital Platforms including, unless otherwise instructed by Member, NPR.org, NPR News app (Android), NPR app (iOS), NPR's iPad app, and certain Third-Party platforms. Listeners and end-users will be able to access Member's streams either through a process of auto-localization (in which algorithms determine the listener's geographic location and associate the listener with the appropriate local NPR Member station) or by providing the listener with the opportunity to search for a favorite NPR Member station. In the case of auto-localization, listeners will have the opportunity to choose any alternate station at any time.

Delivery of Streams: Audio broadcast streams are made available to NPR-branded digital platforms only through StationConnect. Streams must adhere to NPR's technical specifications.

Distribution of Member Digital Content *(for the discounted Music Service Bundle, this feature includes only the NPR One platform):* Member's Digital Content (the "Member Content") will, unless otherwise instructed by Member, be made available on one or more NPR-branded digital applications and, subject to agreements with Third-Party digital platforms and the terms of such agreements, will be made available on select Third-Party digital platforms.

Current Member broadcast stream and Member Content distribution includes but is not limited to:

| Platform* | Distributed Content |
|---|---|
| NPR.org website | Broadcast streams, podcasts, station branding information, stories, and audio segments |
| NPR News app, NPR app, NPR's iPad app | Broadcast streams, podcasts, station branding information, stories, and audio segments |
| NPR One app* | Broadcast streams, newscasts, local audio features and story segments, station branding and marks, station audio branding, station donation messaging |
| Apple Music | Station streams |
| Social media platforms, connected cars, and connected platforms and devices (including voice-assisted platforms and devices). Examples include Facebook, Apple Car Play, Android Auto, Amazon Fire TV, Apple Watch, Google Chromecast, Google Home, Apple HomePod, Amazon Alexa-enabled devices, etc. | Broadcast streams, newscasts, local audio features and story segments, station branding and marks, station audio branding, station donation messaging |

*The only platform available through the discounted Music Service Bundle is NPR One.

Delivery of Member Content: All Member Content is made available to distribution platforms through the APIs or other means as specified by NPR. Member Content must adhere to NPR's technical specifications.

5. SoundExchange Reporting

NPR is the exclusive reporting aggregator for all public radio stations that wish to be covered by the SoundExchange Public Radio Webcasting Performance Agreement and related agreements with ASCAP, BMI, and SESAC. Covered stations are responsible for complying with the terms of those agreements, and NPR undertakes no obligation to any covered station or other Member beyond its primary obligations as the music use reporting aggregator. Under the terms of those agreements, CPB pays the license fees, and all CPB-approved stations must report quarterly to SoundExchange and the other performance rights organizations through NPR about the music they stream.

As part of this service, NPR collects quarterly playlists and streaming access logs from covered stations, as well as playlists from syndicated show producers. Using this

information, NPR calculates the statistics required by SoundExchange to enable SoundExchange to distribute royalty money paid by CPB (e.g., Actual Total Performances of each song and Music Aggregate Tuning Hours for each channel, as such terms are defined in the CPB-SoundExchange Public Radio Webcasting Performance Agreement) and creates and submits reports to SoundExchange and other performance rights organizations on behalf of covered stations that have elected to be covered by the CPB blanket music licenses and that properly submitted the required data.

NPR will provide documentation for CPB-covered stations on how to submit the data files in accordance with NPR's required standardized format (as of the effective date of this Agreement, available for log formatting at <http://digitalservices.npr.org/post/soundexchange-streaming-file-format-standard-announced> , and available for playlist formatting at <http://digitalservices.npr.org/playlist-log-file-guidelines>), and tools to upload the required information (e.g., Composer 2 Application). NPR may notify CPB if any station does not provide its data files to NPR for inclusion in the quarterly reports.

6. Analytics Service

The Analytics Service provides Member with business intelligence and strategic insights by collecting and organizing data; providing analysis, research and reporting; and using technologies and systems developed or licensed by NPR (including the Station Analytics System provided through <https://analytics.nprstations.org>) to aggregate and/or distribute data, with analysis and interpretation provided by NPR analysts.

Analytics Service features:

- Measurement and reporting of digital metrics for NPR member stations
- Aggregate public radio system and individual station reporting as well as comparative analysis
- Station-level access to Google Analytics 360 account for website metrics, including users, sessions, pageviews, and custom metrics (Website Metrics). Includes analytics tagging of participating NPR member station sites and custom improvements to the standard Google Analytics tag using NPR's Station Analytics System.
- Metrics databases that aggregate Website Metrics data from Google Analytics, Triton Digital (for live streams), on-demand audio, NPR One, and PBS COVE.
- Dashboards and reports that enable station-level tracking and analysis, system-wide roll-ups, and comparative data analysis to custom segments of stations.
- Password-protected access to analytics.nprstations.org.
- Live audio stream measurement (Live Stream Metrics) through Media Rating Council-accredited reporting from Triton Digital through its Webcast Metrics service, including log-based data collection, processing and analysis, and web-based reporting. Includes password-protected access per station to Triton Digital's online reporting tool.
- Dashboard of key station-level metrics for NPR One.
- Measurement and dashboard of station-created on-demand audio, including local podcasts.

- Access to station-level Chartbeat dashboards of real-time site usage (subject to Member's agreement to the Chartbeat terms of use, located as of the effective date of this Agreement at <https://chartbeat.com/terms/>); Member will be granted one Chartbeat login.
- Analyst services including system-wide trends and insights, station education, and targeted research.

The use of Member's analytics data by NPR and/or its Third-Party vendors, unless otherwise expressly permitted by Member, is as follows:

Use of Website Metrics Data:

- Website Metrics data is collected by NPR through the Google Analytics service, pursuant to the Additional Terms for Google Analytics and Google Analytics 360 Suite Home included below.
- NPR can access Member's Google Analytics account only with Member's permission.
- NPR prepares and makes available to all NPR member stations reports containing non-identifying and anonymous data.
- NPR and Google have access to all aggregate data and all individual member station data collected through the Website Metrics Service. NPR will use the individual station Website Metrics data to provide the Digital Services under this Agreement and otherwise in furtherance of the NPR/Member relationship. For any individual station Website Metrics data not otherwise available to NPR and derived from content not produced by NPR, NPR will not use such data for the purpose of making programming or marketing decisions about NPR's own content.
- NPR will not share individual station data without that station's approval with any other station, except as part of aggregated, anonymous reports that do not identify the station in any way.
- Notwithstanding the foregoing, a licensee of multiple stations can access individual station data for each of its licensed stations.
- As available, analytics data related to an end-user visitor's use of localized digital engagement on NPR-owned digital platforms will be provided to Member if Member has been localized to or associated with a visitor's account.

Use of Live Stream Metrics Data:

- Streaming analytics data is collected and used pursuant to the Additional Terms for Triton Digital Services, below.
- NPR and Triton Digital can access Member log files only with Member's permission.
- NPR prepares, and delivers to all NPR members, reports containing non-identifying and anonymous data.
- NPR and Triton Digital have access to all aggregate data and all individual station metrics collected through the Triton streaming analytics service.
- NPR will not share individual station data without that station's approval with any other station, except as part of aggregated, anonymous reports that do not identify the station in any way.

- Notwithstanding the foregoing, a licensee of multiple stations can access individual station data for each of its licensed stations.
- Members participating in the streaming analytics service offered by NPR through Triton Digital have access, through the Triton Digital interface, to reports generated from data for their own station. Members that choose not to participate in the streaming analytics service cannot access any such reports, and other Members cannot access their individual station data.

Use of On-Demand Audio Analytics Data:

- On-demand audio analytics data is collected and used through an NPR-created system that parses station log files.
- NPR can access Member log files only with Member's permission.
- NPR prepares, and delivers to all NPR members, reports containing non-identifying and anonymous data.
- NPR has access to all aggregate data and all individual station metrics collected through the on-demand audio analytics service.
- NPR will not share individual station data without that station's approval with any other station, except as part of aggregated, anonymous reports that do not identify the station in any way.
- Notwithstanding the foregoing, a licensee of multiple stations can access individual station data for each of its licensed stations.

NPR also may share with Member email addresses that are collected by NPR when users register to use an NPR app (such as NPR One), sign up for a newsletter on the npr.org website, or otherwise interact via email with NPR or the npr.org website. NPR may share such email addresses with Member via StationConnect, manual data export, or other means.

Member's use of email addresses provided to it by NPR, and/or of any other personally identifying information (including Member Data) provided by NPR and/or its Third-Party vendors under this Agreement, is subject to the following:

- Member commits to the same restrictions against sharing such information with Third Parties as NPR commits to in its [Privacy Policy](https://www.npr.org/about-npr/179878450/privacy-policy), available as of the effective date of this Agreement at <https://www.npr.org/about-npr/179878450/privacy-policy>.
- Member may use such information for the purpose of, and only to the extent necessary for, delivering goods or services, internal station purposes, or Member marketing, fundraising, membership, or communications purposes, or for other purposes specified by NPR to Member (as specified by NPR to the visitor at the time NPR gathered the information).
- Member may disclose such information if required to do so by law or if necessary to comply with the law or with legal process, or to protect the personal safety, property, or rights of visitors to Member's Digital Platforms, the public, Member's or NPR's employees, officers, directors, agents, contractors, or others.
- Member may share anonymous information, in aggregated and non-aggregated form, that is non-personally-identifying with Third Parties without restriction.

Additional Terms for Analytics Service

In connection with providing the Analytics Service to Member, NPR and/or its Third-Party vendors may access internet protocol (IP) address information of users of NPR-managed Digital Platforms for the purpose of assembling web traffic data. Such IP addresses are only accessed and used temporarily in connection with the user's access to NPR-managed Digital Platforms and are not disclosed to any Third Parties or used for any purposes other than providing the traffic data to NPR and Member, and for providing traffic data to other NPR member stations only as described above.

NPR collects personally-identifying information from end users of NPR's Digital Platforms that require registration before they are used. NPR's use of the personally-identifying information of any end user of NPR's Digital Platforms is described in NPR's [Privacy Policy](https://www.npr.org/about-npr/179878450/privacy-policy), available as of the effective date of this Agreement at <https://www.npr.org/about-npr/179878450/privacy-policy>.

To stay within the limits of NPR's current Google Analytics contract, NPR reserves the right to set limits on the total "hits" sent to Google by Member if the hits exceed reasonable use in proportion to stations of similar size.

Access to Google Analytics 360 and Chartbeat requires 1) that Member is sharing its Google Analytics data into the NPR rollup account in a way that meets NPR requirements, including turning on ecommerce tracking in Member's Google Analytics account, and 2) that Member has provided NPR with full administrative access to its relevant Google Analytics account (required for configuring Google Analytics 360 functionality).

Member shall implement and maintain software approved by NPR for purposes of measuring, analyzing, and reporting data related to the use of Member's Noncommercial Digital Platform(s) that offer NPR Content ("Platform Metrics Data"). Member hereby grants to NPR a nonexclusive, perpetual, worldwide, royalty-free right and license to use, copy, modify, transmit, create derivative works of, store, archive, distribute, display, reproduce, host, index, cache, tag, encode and/or adapt the Platform Metrics Data, including personally-identifying information, in any and all media formats or channels, whether now known or hereafter devised, in connection with the preparation and generation of reports of Third Party use of Member's Noncommercial Digital Platform(s) (without being distributed as part of the Platform Metrics Data or of such reports) or as otherwise permitted by this Agreement, or described in NPR's then-current Privacy Policy, available as of the effective date of this Agreement at <https://www.npr.org/about-npr/179878450/privacy-policy>.

Additional Terms for Google Analytics and Google Analytics 360 Suite Home

Member's use of the Google Analytics and Google Analytics 360 Suite Home services made available through the Analytics Service is subject to the supplemental terms and conditions provided below.

In connection with its use of the Google Analytics service, Member shall comply with the Google Analytics Terms of Service and the Google Analytics 360 Suite Home Additional

Terms then in effect with Google, Inc. ("Google"). As of the effective date of this Agreement, the Google Analytics Terms of Service are located at www.google.com/intl/en/analytics/tos.html; and the Google Analytics 360 Suite Home Additional Terms are located at <https://360suite.google.com/terms>. Without limiting the foregoing, Member's obligations as of the effective date shall include the following: The privacy policy maintained by Member for any Member Digital Platform shall provide notice of Member's use of cookies that collect traffic data. Member acknowledges that Google disclaims any and all representations or warranties that may pertain to Google and its wholly-owned subsidiaries, the Google Analytics services, or use thereof. Member will hold harmless, indemnify and defend NPR and NPR's officers, directors, employees, members and agents, in the event that NPR is obligated to indemnify, hold harmless and defend Google and its wholly-owned subsidiaries against any and all third-party claims, actions, proceedings, and suits arising out of or relating to Member's actions or omissions in connection with the Google Analytics services. Member acknowledges that Google's (and its wholly owned subsidiaries') total cumulative liability for any loss or damages resulting from any claims, demands, or actions arising out of or relating to the Google Analytics services shall not exceed U.S. \$500. Member may not use the trademarks, trade names, service marks, logos, domain names, and other distinctive brand features or any copyright or other proprietary rights associated with the Google Analytics services for any purpose without the express written consent of Google.

Additional Terms for Triton Digital Services

Member's use of the analytics service (the "Triton Services") licensed from Triton Digital ("Triton Digital" or "Triton") is subject to the supplemental terms and conditions provided below (the "Triton Additional Terms"), which are derived from NPR's agreement with Triton Digital.

1. License. Triton Digital has granted Member a limited, non-transferable, non-exclusive, fee bearing, worldwide license to use the Triton Services and related software (the "Software"), subject to these Triton Additional Terms, the terms of NPR's agreement with Triton Digital, and Member's compliance with the System Requirements attached to this Agreement as Schedule A.

2. Live Stream Metrics. For the purpose of these Triton Additional Terms, (i) "**Processed Data**" means any and all information, data and metrics processed by Triton Digital by using Client Data; and (ii) "**Client Data**" means any and all raw data collected by Triton Digital in connection with the Triton Services. During and after the term of NPR's agreement with Triton Digital (the "NPR/Triton Agreement"), Member grants Triton Digital the right to publish Processed Data on an aggregate, non-identifying and anonymous basis, unless NPR notifies Triton Digital to the contrary. Any other publication of Processed Data or Client Data requires the prior written consent of NPR, save and except for the publication of certain Processed Data in connection with Triton Digital's Ranker publication, which Triton Digital may publish unless and until NPR notifies Triton Digital that certain Processed Data must be excluded from such publication. For the purposes of this Section 2, "**Ranker**" shall mean the listing of the top performing internet audio stations and networks measured by Triton Digital's Webcast Metrics audience measurement platform, computed on a

monthly basis and published by Triton Digital. In publishing any of the Processed Data in the Ranker publication, Triton Digital shall identify NPR and/or Member(s) (individually or as a network) in a manner indicated by NPR (in consultation with Member), and shall publish only such identification and the limited information necessary for Ranker publication.

3. Term and Termination. The term of the Triton Services, and Member's license to use the Triton Services, shall correspond with the Term of the Agreement, provided that (a) upon the termination or expiration of the NPR/Triton Agreement, Member's license to use the Triton Services shall terminate immediately, (b) Triton Digital may suspend all or part of the Triton Services, on written notice to NPR or Member, if NPR or Member fails to comply with any material provision of the Agreement between NPR and Triton Digital or these Triton Additional Terms and fails to cure such failure within thirty (30) days of delivery of a notice of default, (c) Member may terminate its receipt of the Triton Services, and its license to use the Triton Services, if NPR or Triton Digital fails to comply with any material provision of the NPR/Triton Agreement or these Triton Additional Terms and fails to cure such failure within thirty (30) days of delivery of a notice of default to NPR, and (d) Triton Digital may, at its discretion and without regards to any 30-day cure period provided herein, suspend all or part of the Triton Services effective immediately by providing a written notice to that effect to NPR in cases where (i) NPR and/or Member fails to comply with any of their obligations regarding ownership/intellectual property or confidentiality, or (ii) NPR and/or Member fails to comply substantially with any of their material obligations regarding NPR Content or Member Content. NPR will provide Member with as much advance notice as reasonably possible of any termination or expiration of the NPR/Triton Agreement.

4. Acceptable Use Policy (AUP). To the extent applicable, Member's use of Triton Services shall at all times comply with Triton Digital's then current Acceptable Use Policy ("AUP"). Triton Digital's AUP in effect as of the effective date of these Triton Additional Terms is available as of the effective date of this Agreement at <https://www.tritondigital.com/acceptable-use-policy>. Member understands and agrees that the AUP may be modified from time to time by Triton Digital upon reasonable advance notice to NPR, and Member agrees to be bound by the AUP currently in effect as of the 30th day after NPR receives Triton Digital's notification (which NPR will promptly pass on to Member).

5. Member Responsibility. Notwithstanding the fact that Triton Digital assumes no responsibility with respect to Member Content, Triton Digital may modify or suspend Member's Triton Services in the event of illegal use of the Triton Services or as necessary to comply with any law or regulation, as reasonably determined by Triton Digital. Upon advance notice to NPR via email or facsimile (which NPR will promptly pass on to Member), Triton Digital reserves the right to suspend the Triton Services based on Member's unremediated failure to comply with any material requirements of Triton Digital's then current AUP, which suspension may be immediate and may have a fixed or indefinite duration, but Triton Digital will promptly restore the Triton Services upon the remediation of any breach. Unless there is immediate danger of substantial and material harm to Triton Digital, Triton Digital will provide NPR (which NPR will promptly pass on to Member) with reasonable advance notice of the alleged AUP violation(s) and a reasonable opportunity to cure the violation(s) before the Triton Services are suspended.

6. Intellectual Property. Triton Digital is and shall continue to be the sole and exclusive owner of all its intellectual property, including without limitation all of its software, software tools, inventions, algorithms, architecture, class libraries, databases, objects and documentation (both printed and electronic), design, industrial design, user interface design and hardware design, logos, structure, know-how, business methods, utility models, and related intellectual property rights ("Intellectual Property"). Member shall not, directly or indirectly, (i) attempt to determine source code for computer programs whether owned by Triton Digital or licensed to Triton Digital from a third party; (ii) modify, reprogram, translate, disassemble, decompile, or otherwise reverse engineer Triton Digital's Intellectual Property whether such Intellectual Property is owned by Triton Digital or licensed to Triton Digital from a third party; nor (iii) remove, modify or obscure any Intellectual Property rights or other proprietary rights notices that appear on any of the Intellectual Property of Triton Digital, whether such Intellectual Property is owned by Triton Digital or licensed to Triton Digital from a third party, or on any Triton Digital materials. Under no circumstances does Member's possession, access or use of the Intellectual Property of Triton Digital transfer any ownership rights or any rights to the Intellectual Property or other property of Triton Digital.

7. Security Measures. Member agrees and understands that the installation of security measures designed to prevent unauthorized electronic access to a network (i.e., firewall) on Member equipment could block or prevent Triton Digital from providing the Triton Services. Therefore, Member shall be responsible to ensure that the installation of such security measure(s) on Member equipment does not prevent Triton Digital from providing the Triton Services and that under no circumstances Triton Digital shall be responsible or have the obligation to provide technical support for Member equipment to ensure that Triton Digital can access Member's network for purposes of providing the Triton Services.

8. Indemnification by Member. Subject to any state law limitations on indemnification applicable to Member, Member will hold harmless, indemnify, and defend NPR and NPR's officers, directors, employees, members and agents, in the event that NPR is obligated to hold harmless, indemnify and/or defend Triton Digital and its shareholders, directors, officers, employees, agents and controlling persons ("Representatives") in respect of any damages, liabilities, penalties, claims, actions, suits, proceedings, costs, expenses, and/or losses arising out of, in connection with or resulting from a claim of any of the following: (a) a breach of Member's obligations or covenants under these Triton Additional Terms; (b) Member's use of the Triton Services in violation of these Triton Additional Terms, including but not limited to a violation of the Triton Service requirements, documentation, or AUP; (c) Member does not have the requisite Intellectual Property rights for any Member Content; (d) the public display, public performance, distribution, and reproduction of Member Content on the Triton Digital network and other property, violate or infringe upon the intellectual property rights, privacy, literary, or publicity rights or any other personal or property right of any person or entity; (e) any claims, actions, proceedings, costs, and expenses related to Member materials or Member Content, including, without limitation, claims that Member Content constitutes libel, defamation, or disparagement of any third party; or (f) Member has not fulfilled all obligations it may have to artists, guilds, authors, composers, and/or any other parties in connection with the creation, display, reproduction, distribution, or other use of Member Content.

9. Confidentiality. "Confidential Information" shall mean any of these Triton Additional Terms and any proprietary information or data, either oral or written, received from Triton Digital (whether directly or indirectly, through NPR), or created by or proprietary to Triton Digital, whether or not designated as confidential by Triton Digital. This shall include, without limitation, the information or documentation contained in any of Triton Digital's Intellectual Property including any login information and/or password assigned by Triton Digital. Member agrees to immediately notify Triton Digital of any unauthorized use or security breach of Confidential Information as soon as it becomes aware of any such unauthorized use or breach. Confidential Information does not, however, include information which (i) is already known by Member at the time of disclosure; (ii) is independently developed by Member without use of Triton Digital's Confidential Information, (iii) is or comes to be in the public domain; or (iv) is received by Member from a third party without breach of these Triton Additional Terms. Member agrees that it will use the same care to protect against the unauthorized duplication, use, publication, or disclosure of such Confidential Information as it uses to protect its own proprietary and confidential information, but in no event less than a reasonable degree of care, and will not use or disclose such Confidential Information except in connection with the use of the Triton Services, unless authorized in writing by Triton Digital or compelled by an order of a court of competent jurisdiction or a subpoena issued under the authority thereof, provided that where Member is so compelled it will provide NPR and Triton Digital with immediate written notice of any such required disclosure demand, request, or similar requirement prior to disclosure so that NPR or Triton Digital may seek a protective order or other appropriate remedy from a court or tribunal before any Confidential Information is so disclosed. Member may disclose Confidential Information to its representatives, contractors, legal or financial advisors, or other persons (collectively the "Authorized Representatives"), but only to the extent that each such Authorized Representative: (a) needs to know the Confidential Information in relation to these Triton Additional Terms or in relation to legal or financial professional services being rendered or in relation to a contemplated purchase or sale of a business; (b) is informed by the recipient of the confidential nature of the Confidential Information; and (c) in the case of agents and contractors, but not officers, directors, employees, or legal or financial advisors with a duty of confidentiality, agrees or has agreed in writing to be bound by a confidentiality agreement on the same terms as, or on stricter terms than, those set forth in these Triton Additional Terms. Member remains responsible for its Authorized Representatives' compliance with the terms and conditions of these Triton Additional Terms. This Agreement will not prevent Member from disclosing Confidential Information to the extent required by a judicial order or other legal obligation. All Confidential Information of Triton Digital remains the property of Triton Digital and no license or other rights to Confidential Information is granted or implied hereby. All materials, including without limitation copies and summaries, containing Triton Digital's Confidential Information shall be destroyed or returned to Triton Digital, as instructed by Triton Digital, by Member promptly upon request.

10. No Third Party Beneficiaries. Member agrees that it shall not be a third party beneficiary of the NPR/Triton Agreement.

7. Composer 2 Application

The Composer 2 application is a web-based schedule and playlist management system and single, comprehensive infrastructure system for station data. The platform allows stations to publish syndicated and original schedule and playlist content and create playlists via integration with iTunes and ArkivMusic databases. It also supports playlist import from various automation systems, station affiliate code storage, and purchase link generation for multiple vendors. Composer 2 offers stations several widgets to publish program, playlist, calendar, and now-playing information to their own Digital Platforms (websites and apps). It provides a framework for export of playlist data and integrates with SoundExchange for royalty reporting.

Features:

- Single, comprehensive station playlist and schedule data storage infrastructure
- API-powered
- Password-protected access
- Automatic propagation of syndicated program playlists to station programs
- Integration of two searchable databases of music metadata – iTunes (all genres) and ArkivMusic (classical music) – for manual search and add to playlist
- Supports import of text-based playlist metadata files from external scheduling systems that may be selected by stations (Music Master, Music Librarian, Music Director, Selector)
- Custom song-level and episode-level metadata fields
- Schedule and playlist export functionality for SoundExchange reporting. (Also maps fields for export for RIAA, BMI, and ASCAP reporting)
- Now Playing, Playlist, Daily Schedule, and Weekly Schedule website widgets with copy/paste implementation
- Affiliate code storage and link generation for multiple music vendors (Amazon, iTunes, ArkivMusic) for affiliate programs in which Member opts to enroll
- Built-in scheduling conflict management

Additional Terms for Composer 2 Application

Member may use, publish, copy, and transmit the music metadata provided through the Digital Services (the "Music Metadata") to serve as a data source for populating Member's music library databases, for music research purposes, and for display to end users on or through the Member Digital Platforms to provide information about music used by Member in its programming and on the Member Digital Platforms, and for Member and end users of the Member Digital Platforms to access and search. Member may not copy, display, repackage, redistribute, or sublicense the Music Metadata other than as described herein.

Subject to any state law limitations on indemnification applicable to Member, Member will hold harmless, indemnify and defend NPR and NPR's officers, directors, employees, members and agents, in the event that NPR is obligated to indemnify, hold harmless and defend ArkivMusic, Inc. (provider of the ArkivMusic metadata) and/or Apple, Inc. (provider of the iTunes music metadata) and their employees, officers, directors, members, and

agents from and against any and all claims, damages, liabilities, costs, and expenses that arise out of or relate to Member's actions or omissions in connection with the Composer 2 application.

8. Donation Forms, powered by Springboard

This service provides access to a custom built fundraising and marketing platform that supports PCI-compliant, editable, and responsive-designed donation forms for use by public media stations (collectively, "Springboard Services").

Custom NPR Digital Services Features Include:

- Responsive donation forms with premium (product) display and management, applicable for mobile device use
- Recurring (sustainer) payments
- PCI-compliant hosting
- Standard responsive design form template enables one-time and monthly recurring (sustainer) payments
- Credit card, Bill Me and EFT billing methods (EFT payment method limited to Sage and PayFlow Pro payment gateways; additional EFT fees through payment gateway services may apply)
- Integrates with payment gateways (additional fees may apply) that Member may obtain from the following providers: Sage, PayFlow Pro, Authorize.net, Vantiv
- Export reporting tool
- Pledge dashboards
- Integration with Google Analytics through the Digital Services Analytics Service

Additional Terms for the Springboard Services

Member's use of the Springboard Services licensed from Jackson River LLC ("Jackson River") is subject to the supplemental terms and conditions provided below, including the acceptable use policy (collectively the "Springboard Additional Terms"), which are derived from NPR's agreement with Jackson River (the "NPR/Jackson River Agreement").

1. License. Jackson River has granted Member a limited, non-transferable, non-exclusive, fee bearing, worldwide license to use the Springboard Services, subject to these Springboard Additional Terms and the terms of NPR's agreement with Jackson River.

2. Authorized Users. Member shall limit access to the Springboard Services to Member's employees ("Authorized Users"). Member shall, in a writing which may be updated from time to time in Member's discretion, provide NPR and/or Jackson River with the name, email address and telephone number of each Authorized User.

3. Control of Access to the Springboard Services. Member is solely responsible for administering and monitoring the use of the Springboard Services by, and limiting access to the Springboard Services to, the Authorized Users. Member shall also be responsible for instituting commercially reasonable security protocols to protect the Springboard Services

login IDs and passwords. If an Authorized User shall cease his or her employment or contractual and/or agency relationship with Member, then Member shall immediately terminate that person's access to the Springboard Services. Member represents and warrants that neither Jackson River nor NPR shall be responsible for any damages resulting from Member's failure to manage the confidentiality of its login ID and passwords to the Springboard Services administration interface.

4. Prohibited Uses. Member shall not modify, rent, sublease, sublicense, assign, use as a service bureau, copy, lend, adapt, translate, sell, distribute, derive works from, decompile or reverse engineer any aspect or part of the Springboard Services. Member must not permit a competitor of Jackson River to access the Springboard Services, except with Jackson River's prior written consent. Member must not (a) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs in, to or from the Springboard Services; (b) interfere with or disrupt the integrity or performance of the Springboard Services or the data contained therein; (c) use the Springboard Services in a manner inconsistent with its applicable documentation; or (d) attempt to gain unauthorized access to the Springboard Services or related systems or networks.

5. Compliance with Acceptable Use Policy. Member represents and warrants that Member's use of the Springboard Services, and all data and information regarding Member and Member's donors collected or stored by Jackson River ("Member Springboard Data"), shall at all times comply with Jackson River's Acceptable Use Policy ("AUP"), which is attached as Schedule B of this Agreement.

6. Member Springboard Data Compliance with Laws. Member represents and warrants that the Member Springboard Data shall at all times during the Term comply with all laws to which the Member Springboard Data is subject, including those affecting its collection, storage, transmission, and use.

7. Ownership; Marks. Jackson River shall retain ownership of, and all intellectual property rights in and to, every component of the Springboard Services, except to the extent that the Springboard Services use open-source software, which is governed by the General Public License or any similar license. For all software components of the Springboard Services that are not covered by an open-source software license, Jackson River hereby grants Member a nonexclusive, nontransferable, worldwide license for its Authorized Users to use such software components during the Term for Member's internal business purposes, subject to these Springboard Additional Terms and to the terms of this Agreement. Member grants to Jackson River and its suppliers a non-exclusive, fully paid-up license during the Term to use, reproduce, store, modify and publicly display Member Springboard Data, solely to the extent necessary for Jackson River and its suppliers to perform their obligations with respect to the Springboard Services. As between the parties, all feedback, comments, suggestions, ideas, requests or recommendations for modifications or improvements to the Springboard Services provided by Member to Jackson River shall be the sole property of Jackson River. Member acknowledges and agrees that it shall have no right to use any of Jackson River's trade names, trademarks, logos and service marks without the prior written consent of Jackson River.

8. Confidentiality. "Confidential Information" shall mean all information with respect to a party's business, operations, finances, technology, personnel, suppliers, customers or business partners that such party has marked or otherwise identified as confidential, restricted, or proprietary. Without limiting the foregoing, Member's Confidential Information shall include all information relating to its donor, volunteer, constituent or member lists; and Jackson River's Confidential Information shall include (i) any and all information regarding materials which constitute Jackson River's property rights; (ii) the Springboard Services administrative environment and tools; and (iii) materials in the Jackson River or Springboard Services extranet, and all documentation, whitepapers, guides, data sheets, and training materials. Confidential Information does not include information which is (i) known to the receiving party prior to its receipt from the other party, (ii) independently developed by the receiving party without use of the other party's protected information or data, (iii) in the public domain at the time of disclosure, or (iv) received from a third party with a legal or contractual right to disclose such information or data free of confidentiality obligations to the disclosing party. The receiving party shall not use Confidential Information of the disclosing party for any purpose other than in furtherance of this Agreement and the NPR/Jackson River Agreement. The receiving party may disclose Confidential Information of the disclosing party only to those persons who have a need to know such Confidential Information (including Authorized Users to the extent necessary to enable them to use the Springboard Services as intended) and who have agreed in writing to be bound by confidentiality obligations that are no less restrictive of Confidential Information than the obligations set forth herein. The receiving party shall maintain Confidential Information of the disclosing party with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. The receiving party shall advise the other party in writing of any misappropriation or misuse of Confidential Information of the disclosing party of which the receiving party becomes aware. This Agreement will not prevent the receiving party from disclosing Confidential Information of the disclosing party to the extent required by a judicial order or other legal obligation (including without limitation if the receiving party is a state governmental institution – e.g., controlled by a state-run university – and required to disclose Confidential Information under applicable state open records laws), provided that the receiving party promptly notifies the disclosing party before complying with the order or demand (to the extent legally permitted), and cooperates with the disclosing party, at the disclosing party's cost, to contest or minimize the scope of the disclosure (including application for a protective order). Upon request, at the conclusion of the Term each party (as receiving party) will immediately return to the disclosing party all Confidential Information of the disclosing party embodied in tangible form, or certify in writing to the disclosing party that all such Confidential Information has been destroyed, except that a party may retain Confidential Information that is required by law, is needed to document performance under this Agreement, or its return is not reasonably practicable. The provisions of this Section 8 will survive the expiration or earlier termination of this Agreement.

9. Disclaimer of Warranties. Member acknowledges that Jackson River disclaims any and all representations or warranties that may pertain to Jackson River, the Springboard Services, or use thereof.

10. Indemnification. Subject to any state law limitations on indemnification applicable to Member, Member will indemnify, defend and hold harmless NPR and NPR's officers, directors, employees, members and agents, in the event that NPR is obligated to indemnify, defend and hold harmless Jackson River and its officers, directors, employees, members and agents against any and all claims, actions, suits, proceedings, costs, losses, liabilities, judgments, obligations, damages, demands, penalties and expenses (including reasonable attorneys' fees and costs) arising out of or relating to Member's actions or omissions in connection with the Springboard Services or the Member Springboard Data.

11. Term and Termination. The term of the Springboard Services, and Member's license to use the Springboard Services, shall correspond with the Term of the Agreement, provided that (a) upon the termination or expiration of the NPR/Jackson River Agreement, Member's license to use the Springboard Services shall terminate immediately, (b) Jackson River may suspend all or part of the Springboard Services, on written notice to NPR or Member, if NPR or Member fails to comply with any material provision of the NPR/Jackson River Agreement or these Springboard Additional Terms and fails to cure such failure within thirty (30) days, and (c) Jackson River may suspend all or part of the Springboard Services effective immediately in cases where NPR or Member fail to comply with their obligations with respect to the AUP. NPR will provide Member with as much advance notice as reasonably possible of any termination or expiration of the NPR/Jackson River Agreement.

12. No Third Party Beneficiaries. Member agrees that its end users shall not be third party beneficiaries of the NPR/Jackson River Agreement.

9. Disqus Commenting Platform

Member's use of the online public comment sharing platform service from Disqus, Inc. ("Disqus") is subject to the applicable Disqus terms and policies, which are available as of the effective date of this Agreement at <https://help.disqus.com/terms-and-policies>, including without limitation the Disqus Terms of Service for Users and Publishers available as of the effective date of this Agreement at <https://help.disqus.com/terms-and-policies/terms-of-service>, the Disqus Data Processing Agreement for Publishers available as of the effective date of this Agreement at <https://help.disqus.com/terms-and-policies/data-processing-agreement-for-publishers>, and the Disqus Privacy Policy available as of the effective date of this Agreement at <https://help.disqus.com/terms-and-policies/disqus-privacy-policy>. By accessing the online public comment sharing platform service provided by Disqus (the "Disqus Service"), Member agrees with Disqus to be bound by the Disqus Terms of Service for Users and Publishers, to the Disqus Data Processing Agreement for Publishers, to the collection and use of information as set forth in the Disqus Privacy Policy, and to any other applicable terms and policies presented to Member by Disqus. Notwithstanding the foregoing, Disqus has agreed with NPR that (a) the Disqus Service available to Members will not include advertisements or sponsored content, and (b) the "Advertisements" subsection of the "Description and Use of Our Service" section of the Disqus Terms of Service does not apply to Member.

Features of the Disqus Service, which Disqus may establish and maintain in its sole discretion, currently include the following within the Disqus product:

Commenting user interface and functionality features:

- Nested comments
- Thread sorting
- Read and reply to comments via email
- Community snapshot
- User actions (up- and down-voting, reporting abuse)
- User reputation scores
- User activity alerts
- Live updating
- Ability to set moderation policy, including ability of Member to engage in pre- and post-moderation of comments
- Ability to turn on or turn off Discovery box upon request

Global, networked commenting functionality features:

- Single sign-on registration integrated with Member's central authentication system via Disqus-supported HMAC method
- Registration via the universal Disqus login button (a required login option to display) and optionally via third-party authentication systems, such as Facebook and Twitter
- Default comment syndication to Disqus global profiles (which are the Disqus-produced profiles which include user comments and voluntarily connected social profiles – e.g. Facebook, Twitter, Google+)
- Opt-in comment sharing to social media platforms, such as Facebook and Twitter
- Global Disqus commenter profiles featuring identity information, comment history, connections with social media accounts, and other social networking features (required to display upon hovering over and clicking avatars)

Administrative tools:

- Controls to manage ongoing moderator access and other interface settings
- Core moderation capabilities including bulk filtering, bulk actions, editing, blacklisting, white listing, spam filtering, word filtering, and email moderation
- Access to analytics dashboard and admin logs
- Other partner API access, per <http://disqus.com/api/docs/>

Enterprise-level support:

- Member has access to support via the Disqus support website at <https://disqus.com/support/> without being required to participate in Disqus' ad network.

Member understands and agrees that its use of the Disqus Service is governed solely by the Disqus Terms of Service for Users and Publishers, the Disqus Data Processing

Agreement for Publishers, the Disqus Privacy Policy, and any other applicable policies entered into by Disqus and Member, and that the relationship with Disqus is between Disqus and Member. Member further understands and agrees that NPR PROVIDES ACCESS TO THE DISQUS SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND NPR WILL HAVE NO LIABILITY IN CONNECTION WITH MEMBER'S USE OF THE DISQUS SERVICE.

10. eMarketer Research Services

eMarketer is a comprehensive online resource for research, trends, and insights in media, digital marketing, and commerce. It aggregates consumer research, industry reports, forecasts, charts, interviews, and case studies from a wide variety of sources, and provides reports, custom searches and email alerts on topics ranging from radio consumption to podcast usage to digital ad spending (the "eMarketer Services").

This Agreement provides unlimited access for Member to access the eMarketer Services via any device, subject to the terms and conditions below, which are derived from NPR's agreement with eMarketer, Inc. ("eMarketer") (such agreement, the "NPR/eMarketer Agreement").

Additional Terms for eMarketer Research Services

1. Grant. eMarketer has granted Member a non-exclusive license to use the eMarketer Services subject to these terms and conditions. Member acknowledges that all copyright, patent, and other intellectual property rights to the eMarketer Services owned by eMarketer shall remain vested in eMarketer. Nothing herein shall be construed to give any grant of ownership or any other interest in the eMarketer Services to Member. Except for the limited license granted in this Agreement, all other rights, including all rights, title and interest in and to the databases and reports included in the eMarketer Services, remain the sole and exclusive property of eMarketer. All use of eMarketer's marks inures to the benefit of eMarketer. Member may not remove or alter any logo, trademark or copyright or other proprietary notices on the database. Member shall not transfer, lease, assign, or deliver the eMarketer Services to another independent party without the prior written consent of eMarketer.

2. Use. Member may use or modify data provided in the eMarketer Services solely for Member's internal use in the ordinary course of business. Member may publish its independent results or analysis based on the data provided in the eMarketer Services. Notwithstanding the foregoing, Member may not publish, sell, or distribute for any external purposes data from the eMarketer Services in raw or undigested form or in any form that allows reverse engineering to recreate the data in raw form.

3. Republication. Member may excerpt, paraphrase, or quote up to one hundred (100) words and five (5) charts from any single report within the eMarketer Services, in total and collectively in various forums, with the remark appropriately attributed, with no single excerpt or quote of more than forty (40) words, provided that an eMarketer copyright notice

is affixed thereto and that no such excerpt, paraphrasing, or quotation shall: (i) modify or alter the general impressions of the report; or (ii) imply sponsorship, approval, or endorsement by eMarketer. Except as permitted by the prior sentence, Member may not copy, duplicate, distribute, or create derivative works of any portion of the eMarketer Services, including individual reports.

4. Access. eMarketer will activate and deliver to any individual(s) that Member identifies (each, an "Authorized User"), a Login Name and Password that allows access to the eMarketer Services. The names and e-mail addresses of these individuals will be available to all Authorized Users (including from NPR and other Member stations) for the purpose of sharing content in favorites folders. Member shall inform each of its Authorized Users that use of the eMarketer Services is subject to the terms and conditions herein. Member is responsible for the conduct of each of Member's Authorized Users. Member will notify eMarketer if it believes the integrity of its identity, user name(s) or password(s) has been compromised. Member will protect from unauthorized use or disclosure the login names and passwords of its Authorized Users in the same manner that it protects all other of eMarketer's computer access codes, but no less than a reasonable standard of care. In the event Member terminates an Authorized User, or if any Authorized User no longer requires access to the eMarketer Services, Member shall notify eMarketer promptly so that the relevant Authorized User's access to the eMarketer Services may be disabled. Member further agrees to cooperate in reviewing and confirming in writing the name(s) of the Authorized Users, from time to time, upon the request of eMarketer or NPR.

5. Storage and Retention.

- a. Authorized Users may selectively download complete items and parts of items, including reports, from the eMarketer Services to computer memory, disks or other electronic media, or to laser or magnetic media and may use these copies for Member's internal business use as otherwise permitted by these terms and conditions.
- b. Authorized Users may selectively make paper copies of complete items and parts of items, including reports, within the eMarketer Services, and may use these copies for Member's internal business use as otherwise permitted by these terms and conditions.
- c. Member may store and use the reports and data collected from the eMarketer Services indefinitely in accordance with the above-described rights, and is not required to delete electronic copies of such reports and data after termination or cancellation of this Agreement.

6. Non-Disclosure and Non-Reproduction. Except as provided herein, Member agrees that the eMarketer Services will be maintained in confidence in the same manner in which Member protects like information with the exceptions of that which is (a) already known to the public, (b) supplied by eMarketer to another party on a non-confidential basis, or (c) the same in substance as that rightfully obtained by Member from a party other than eMarketer. This Agreement will not prevent Member from disclosing eMarketer confidential information to the extent required by a judicial order or other legal obligation.

7. Disclaimer of Warranties. Member acknowledges that eMarketer provides the eMarketer Services "as is," and disclaims any and all representations or warranties that may pertain to eMarketer, the eMarketer Services, or use thereof.

8. Term. Member's license to access and use the eMarketer Services shall correspond with the Term of this Agreement; provided that Member's license to access and use the eMarketer Services shall terminate (a) upon the termination or expiration of the NPR/eMarketer Agreement, (b) upon thirty (30) days' written notice of termination by Member to NPR, for any reason, or (c) thirty (30) days after written notice by NPR or eMarketer notifying Member that it is in material breach of any terms or conditions of this Agreement, unless Member cures such breach within the thirty (30) day period. All of the above rights and restrictions survive the expiration, termination, or cancellation of the eMarketer Services.

11. On-Demand Distribution of Morning Edition[®] and All Things Considered[®] Station Streams

With Member's authorization in the manner set forth below ("Authorization"), NPR will have the right to stream Member's broadcast webstream of Morning Edition[®] (including Weekend Edition Saturday[®] and Weekend Edition Sunday[®]) and All Things Considered[®] (including Weekend All Things Considered[®]) (collectively, the "Newsmagazines") (in each case, if and as Authorized by Member) to Local Listeners by way of Smart Speakers, the NPR One app, and any other platform(s) through which NPR distributes podcasts (collectively, the "Distribution Platforms"), on a Noncommercial, simultaneous or Time Delayed, basis. For purposes of the foregoing:

"Local Listeners" means Distribution Platform users who are identified by NPR or a device manufacturer as being located in the geographic area served by Member, whether such identification is based on device IP address, is done using the device manufacturer's geolocation technology, or is based on user selection.

"Smart Speaker" means an Internet-enabled, voice activated wireless speaker, such as Amazon Alexa or Google Home.

"Time Delayed" means until 3:00 p.m. of the day of the Member's original broadcast webstream of Morning Edition as measured by the Member station's local time.

"Webstream Content" means a Member station's broadcast webstream of the Newsmagazine(s) that Member has Authorized NPR to distribute pursuant to this Section IV.11, including such webstream delivered on a Time Delayed basis. The Webstream Content will be deemed part of the Member Content for purposes of Section V of this Agreement.

Subject to, and in accordance with the scope of, Member's Authorization, NPR may (1) access Member's Webstream Content via an Internet hypertext link Member and NPR mutually specify; (2) process Member's Webstream Content, to the extent reasonably

necessary to implement the Member's Authorization; and (3) make Member's Webstream Content available to Local Listeners via the Distribution Platforms on a Noncommercial, simultaneous or Time Delayed basis. Member agrees that NPR may use vendors, contractors, or other third parties (including National Public Media LLC ("NPM")) to the extent reasonably necessary to implement Member's Authorization.

If, and to the extent, permitted by NPR, Member may arrange, through a service provider identified by NPM, for the insertion of one (1) fifteen (15) second Noncommercial sponsor acknowledgment message to precede the streaming of Member's Webstream Content. At its discretion, NPR may also insert one (1) fifteen (15) second Noncommercial sponsor acknowledgment message to stream immediately prior to or following Member's Sponsor Acknowledgment Pre-Roll Message. All such sponsor acknowledgement pre-roll messages must conform to [NPR's "Guidelines for Underwriting of National Program Service Programs"](#), the current version of which is available at <https://www.nprstations.org/handbook/36underwriting.pdf>, as well as all applicable federal, state, and local laws and regulations.

Prior Authorizations Grandfathered: If, prior to the Effective Date of this Agreement, Member's Authorized Representative sent an email to stationstreams@npr.org authorizing NPR to stream Member's Webstream Content (or a portion thereof) to Local Listeners by means of one or more Distribution Platforms on a Noncommercial, simultaneous or Time Delayed basis, such authorization will be deemed an Authorization pursuant to this Section IV.11, and NPR will have the right to use Member's Webstream Content in the manner so authorized throughout the Term of this Agreement.

How to Grant Authorization During the Term: If, during the Term of this Agreement, Member wishes to authorize NPR to stream Member's Webstream Content (or a portion thereof) to Local Listeners by means of the Distribution Platforms on a Noncommercial, simultaneous or Time Delayed basis, Member must email stationstreams@npr.org and expressly state:

- (1) the Webstream Content that Member is authorizing NPR to stream – i.e., Morning Edition[®] (including Weekend Edition Saturday[®] and Weekend Edition Sunday[®]) or All Things Considered[®] (including Weekend All Things Considered[®]), or both; and
- (2) that Member's Authorized Representative has read, and fully understands, the terms of Section IV.11 of the Digital Services Agreement, and is granting Authorization pursuant to Section IV.11 of the Digital Services Agreement.

The authorization email notice MUST originate from the email address of the NPR Authorized Representative or Member's authorized signatory, as determined by NPR's records.

How to Expand the Scope of Authorization During the Term: If Member has Authorized NPR to stream only a portion of Member's Webstream Content (e.g., only Morning Edition[®] but not All Things Considered[®]), or Member has authorized NPR to stream Member's

Webstream Content (or a portion thereof), on only certain specified Distribution Platforms (e.g., Smart Speakers, but not NPR One or other distribution methods) and, during the Term, wishes to expand the scope of such Authorization to include additional Webstream Content and/or Distribution Platforms, Member must email stationstreams@npr.org and expressly state:

(1) the additional Webstream Content and/or Distribution Platform(s) that Member is Authorizing; and

(2) that Member's Authorized Representative has read, and fully understands, the terms of Section IV.11 of the Digital Services Agreement, and is granting Authorization pursuant to Section IV.11 of the Digital Services Agreement.

The authorization email notice MUST originate from the email address of the NPR Authorized Representative or Member's authorized signatory, as determined by NPR's records.

Member and NPR may mutually agree in writing to Authorization terms that differ from those set forth above, with email being an acceptable form of written agreement for this purpose (provided that, in the case of Member, the email must originate from the email address of the NPR Authorized Representative or Member's authorized signatory, as determined by NPR's records). In the event of a conflict between the terms set forth above in this Section IV.11 and the terms set forth in an Authorization email between NPR and Member relating to the subject matter hereof, the terms of the Authorization email will control.

V. Digital Services General Terms and Conditions

A. Definitions

1. "API" means an application programming interface established by NPR for distributing content and/or data through digital media services and networks to NPR member stations, nonprofit organizations, and other parties to make ephemeral copies and display on their own websites or other digital platforms and any successor programming interface or distribution technology specified by NPR. For purposes of this Agreement, "API" may refer to the NPR Story API, the Schedule and Stream API, the PMP, the API within the StationConnect service, or any successor API established by NPR performing similar functions.
2. "Confidential Information" means any nonpublic information of the other party obtained in connection with this Agreement and identified as confidential in writing, or verbally at the time of disclosure, and shall include without limitation all logins, passwords, access and authentication information to access, use or receive Digital Content, underwriting information, NPR's arrangements with Third Parties, and business and technical plans identified as confidential.
3. "Data" means any and all information collected by NPR or by the providers of Third-Party Digital Services in connection with the Digital Services and the Digital Content pursuant to this Agreement. For purposes of this definition, "Data" includes, without limitation, program guides, music playlists, streaming logs, digital tracking information, analytics data and personally identifiable information such as email addresses, station affiliation and membership status. For purposes of this Agreement "Data" may include data provided by Member ("Member Data").
4. "Digital Content" means all content, including audio, text, links, images, video, and related metadata, that is provided for purposes of distribution under this Agreement, whether provided through automated system integration, an interface for collection of content, FTP delivery, email, or other means. "NPR Content" does not include any NPR programming distributed for over-the-air broadcast. Live or delayed streaming or other digital use of NPR broadcast programming, including segmented audio, is governed by the NPR Member Broadcast and Digital Platform License Agreement. For purposes of this Agreement, "Digital Content" may refer to digital content provided by Member ("Member Content"), NPR ("NPR Content"), or Third Parties ("Third-Party Content").
5. "Digital Platform" means a website or other digital platform used to offer multimedia content to the public, including by way of a digital device application. "Member Digital Platform" means a Digital Platform that: (a) is associated with Member's radio broadcast service and includes Member's radio broadcast service as a prominent feature of the home page of the Digital Platform; (b) is prominently branded with the Member Mark(s) used by Member to identify its radio broadcast operations; and (c) is owned or controlled by Member, whether it

is served or hosted by Member or a Third Party. "Control" means actual control over the Digital Platform, such that Member possesses the right to determine any and all of the content that is presented. Where the Digital Platform is owned by another entity, such control shall be deemed to exist if Member has more than fifty percent (50%) ownership and voting control of that entity.

6. "Digital Services" means all services offered by NPR as described herein, including without limitation all hardware, software, user guides, manuals and other documentation, training materials, other deliverables of any kind, bandwidth, storage, training services, distribution services, discounted licenses, Support Services, and other professional services.
7. "Mark" means the name, logo and trade or service marks provided under this Agreement and owned by Member ("Member Mark(s)"), NPR ("NPR Mark(s)"), or Third Parties ("Third-Party Mark(s)").
8. "Noncommercial" means not supported by advertising, such that Member will make commercially reasonable efforts to conform all banner or other text or graphical sponsor acknowledgments and all audio and audio-visual sponsor acknowledgments to the NPR Digital Sponsor Acknowledgment Guidelines attached as Schedule C of this Agreement, and to applicable law.
9. "Support Services" includes the Technical Support and Service Level Agreement in effect when Member requests such services, the current version of which is set forth in Section VI of this Agreement, and means telephone or electronic assistance, training, or support on Member's use of the Digital Services and Digital Content, provided remotely, including without limitation trouble-shooting and addressing problems.
10. "Third Party" or "Third Parties" means one or more entities, other than Member and its affiliated legal entities under common control, and other than NPR and its affiliated legal entities under common control.

B. NPR Service and Content Terms

1. NPR shall make available to Member certain Digital Services, Digital Content, Data and Marks developed, licensed or otherwise acquired by NPR. NPR grants to Member the limited, nonexclusive, nontransferable right during the Term of this Agreement to use the Digital Services, Digital Content, Data and Marks provided to Member for public media purposes as specified in this Agreement, including the terms for the [Analytics Service](#), and subject to NPR's [Privacy Policy](#), available as of the effective date of this Agreement at <http://www.npr.org/about-npr/179878450/privacy-policy>. NPR and/or its licensors retain ownership of the Digital Services, the Digital Content (except for any Member Content, which shall continue to be owned by Member and/or its licensors), the Data (except for any Member Data, which shall continue to be owned by Member) and the Marks (except for any Member Marks, which shall continue to be owned by Member and/or its licensors). Except as explicitly

provided herein, no license under any patents, copyrights, trademarks, trade secrets, or any other intellectual property rights, express or implied, is granted by NPR to Member under this Agreement. NPR owns all right, title and interest in and to the NPR Content, NPR Marks, and Digital Services.

2. Member shall use all NPR Content and Third-Party Content provided by NPR as part of the Digital Services only in the manner prescribed by NPR. Without limiting the foregoing, Member may use such NPR Content and Third-Party Content only on a Noncommercial Member Digital Platform; Member may not redistribute such NPR Content or Third-Party Content or permit any Third Party to redistribute such NPR Content or Third-Party Content; and Member may not permit systematic retrieval of such NPR Content or Third-Party Content to create or compile, directly or indirectly, a collection, compilation, database or directory unless otherwise permitted in this Agreement or by NPR in writing. Member may permit such NPR Content or Third-Party Content to be distributed for personal, noncommercial use through the Story API, the PMP, any successor API established by NPR performing similar functions, or other content delivery technology designated by NPR.
3. Member shall not alter Digital Content (other than Member Content), hardware, or software provided by NPR, including but not limited to streaming encoders, banners, logos, or other Digital Content (except where explicitly designated to be customized), or reverse engineer, disassemble, or decompile software provided by NPR except to the extent required to obtain interoperability with other independently created software or as specified by law, without written permission from NPR.
4. Member shall not duplicate, modify, transmit or otherwise distribute, or permit any Third Party to use, any Digital Services, or any portion thereof, except as specifically allowed under this Agreement, or within the terms applicable to such Digital Services. Without limiting the foregoing, unless expressly permitted in writing by NPR, Member may not redistribute the Digital Services or any portions thereof to any Third Party, and may not permit any Third Party to use the Digital Services to redistribute Digital Content.
5. Member shall use reasonable efforts to safeguard any NPR property in its possession. Such property, which includes without limitation all equipment and software provided to Member by NPR, remains the property of NPR and shall be returned by Member upon termination of this Agreement.
6. Member shall comply with all NPR policies and procedures for access to and use of the Digital Services and for the format and provision of Digital Content. Member is fully and solely responsible for all activities that occur using Member's account, login and/or password. Member must maintain the confidentiality and security of its account, login and password, and agrees to notify NPR immediately of any unauthorized use of its account and/or password.
7. At its option, Member may provide suggestions, recommendations, and other feedback to NPR concerning the functionality of or changes to the Digital

Services ("Feedback"). Any such Feedback will be the sole property of NPR and may be used by NPR on an unrestricted basis. NPR shall have the right to use all Feedback at its discretion, including but not limited to incorporation in the Digital Services, without obligation to Member. Member shall not provide to NPR any Feedback considered confidential by Member or any Third Party.

8. Member acknowledges that certain software components of the Digital Services may be covered by so-called "open source" software licenses, which means any software licenses approved as open source licenses by the Open Source Initiative or any substantially similar licenses, including without limitation any license that, as a condition of distribution of either the software in its entirety licensed under such license, or any component of the software licensed under such license, requires that the distributor make the software or component available in source code format. NPR shall provide a list of software components of the Digital Services that are covered by open source licenses ("Open Source Components") for a particular version of the Digital Services software upon Member's request. To the extent required by the licenses covering Open Source Components, the terms of such licenses will apply, as supplemented by the terms of this Agreement. To the extent the terms of the licenses applicable to Open Source Components prohibit any restrictions in this Agreement with respect to such Open Source Components, such restrictions will not apply to such Open Source Components.
9. NPR shall also provide Member with Support Services in accordance with the Technical Support and Service Level Agreement in effect when Member requests such services, the current version of which is set forth in Section VI of this Agreement.
10. NPR shall maintain a Privacy Policy for its Digital Platforms that fulfills any applicable legal and regulatory requirements. NPR shall use any personally identifiable information collected from a Member Digital Platform that is provided to NPR through Member's use of the Digital Services only as necessary to perform NPR's obligations under this Agreement with respect to the Digital Services or otherwise in accordance with NPR's Privacy Policy.
11. NPR shall have the right at any time, in its sole discretion and with at least ninety (90) days' advance notice, to discontinue any Digital Service or the Webcast Metrics Service provided by Triton, subject to (i) the remedies set forth in Section 4 of the SLA, and (ii) for termination of Webcast Metrics Service, Section 3 of the Triton Digital Services Additional Terms and Conditions.

C. Member Content, Member Marks, and Member Data

1. Member shall retain ownership of (i) any Member Content provided by Member to NPR under this Agreement and/or in connection with Member's use of any Digital Services, (ii) any Member Marks associated with Member's use of any Digital Services or with any Member Content, and (iii) any Member Data submitted by Member under this Agreement.

2. With respect to Member Content that Member makes available for ingest by the NPR APIs or to NPR through other means, and subject to the terms and conditions of this Agreement, Member hereby grants to NPR (i) a non-exclusive, worldwide, royalty-free right and license in perpetuity, to use, store, archive, distribute, display, reproduce, publicly perform, transmit, publish, host, index, cache, tag, encode and/or format the Member Content, in any and all media formats or channels, whether now known or hereafter devised, solely in connection with NPR's distribution of content from a variety of sources to NPR Member licensees and Third Parties via Digital Services; and (ii) the right to authorize other NPR Members and authorized Third Parties to access and use the Member Content pursuant to the applicable terms of use for the NPR Digital Services through which the Member Content is distributed, as the terms may be updated by NPR from time to time ("NPR License"). Notwithstanding the foregoing, the NPR License is limited to making the Member Content available through an NPR API consistent with the use of such NPR API for which Member is permitted under this Agreement. As NPR develops and implements its distribution technologies to permit Member and other content producers to specify the permissible users and uses of content, the NPR License shall thenceforth be limited to permitting the uses and users of Member Content so specified by Member. NPR's distribution of the Member Content will include attribution to the Member, to the extent that NPR includes attribution for other Digital Content, including NPR Content, in the same or similar circumstances. NPR's applicable terms of use will require Third Parties to include any attribution to Member in connection with their use of the Member Content. For the avoidance of doubt, Member and NPR acknowledge and agree that NPR may also make Member's audio broadcast streams and other Member Content available on NPR-branded digital platforms and applications, and on Third-Party platforms, as described in Sections IV.4 and IV.11 of this Agreement (within the "Description of Digital Products and Services" portion of this Agreement).
3. With respect to Member Marks that Member makes available, and subject to the terms and conditions of this Agreement, Member hereby grants to NPR a non-exclusive, worldwide, royalty-free right and license to use the Member Marks, solely in connection with NPR's authorized distribution of Member Content or Member Data. Member hereby further grants to NPR the right to authorize Third Parties to use the Member Marks solely for attribution purposes in connection with the authorized use of Member Content and solely to the extent permitted by the applicable terms of use for the Digital Services through which the Member Content is distributed, as the terms may be updated by NPR from time to time.
4. Member hereby grants to NPR a nonexclusive, perpetual, worldwide, royalty-free right and license to use, copy, modify, transmit, publicly perform, create derivative works of, store, archive, distribute, display, reproduce, host, index, cache, tag, encode and/or adapt the Data in any and all media formats or channels, whether now known or hereafter devised, in connection with (i) preparation and generation of reports of musical performances; (ii) allowing users of NPR.org and other NPR digital platforms to access and use the Data for

personal and/or noncommercial use pursuant to the Terms of Use for NPR.org users; (iii) creation and distribution of reports concerning online audience and programming based on aggregated data provided by users of the Digital Services; (iv) permitting the Corporation for Public Broadcasting ("CPB") to access the Data for public broadcast system purposes; (v) permitting NPR to optimize the distribution of Member Content, such as by delivering such Member Content according to an end-user's geographic location; and (vi) allowing registered users of NPR's APIs to access and use the Data pursuant to generally applicable API Terms of Use. Notwithstanding the foregoing, IP addresses or personally identifying information of individual users that may be included in Data may be used by NPR for purposes of generating reports as described above (without being distributed as part of the Data or of such reports), optimizing user experience of NPR digital platforms, optimizing sponsorship delivery, or other purposes described in NPR's Privacy Policy, in the manner described in the Privacy Policy. To the extent that Data has been collected or compiled by NPR under this Agreement, Member may not redistribute such collected or compiled Data or permit Third Parties to redistribute such collected or compiled Data; and Member may not permit systematic retrieval of such collected or compiled Data to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from NPR.

5. Member represents and warrants that (i) it shall obtain all clearances, releases and licenses for all materials or elements embodied in all Member Content, Member Data, and Member Marks that are necessary for the Member Content, Member Data, and Member Marks to be used by NPR and its licensees for the purposes set forth in this Agreement, (ii) there are no encumbrances or restrictions on the Member Content, Member Data, or Member Marks or their use by NPR and its licensees for the purposes set forth in this Agreement, (iii) the Member Content, Member Data, and Member Marks, and their use as authorized by this Agreement, shall not violate any applicable law, regulation or ordinance, defame any person or violate or infringe upon the copyright, trademark, patent, trade secret, privacy, reputation, creative, or other rights of any person or entity, (iv) Member will comply with all applicable laws, regulations and ordinances in connection with the Member Content and Member Data, and (v) the Member Content and Member Data do not contain any virus, trap door, back door, worm, Trojan horse or other harmful code, files, scripts, agents, programs, device or other features that may access, alter, delete, damage or disable any hardware, software, data or information of NPR or other authorized users (collectively, "Harmful Code").
6. With respect to each Member Digital Platform, Member shall maintain a privacy policy that is complete, accurate, up to date, fulfills any applicable legal and regulatory requirements, and complies with any standards that are or may be specified by NPR. Without limiting the foregoing, such privacy policy shall notify users of the Member Digital Platform if their personally identifying information is made available to NPR by means of the Digital Services.

7. Member shall pay fees, expenses, and charges, including interest charges, late payment penalties, and attorney fees, as permitted under Member's state law, according to the rates in effect at the time the Digital Services are provided as described in the NPR Digital Services pricing schedule then in effect and as specified on invoices sent to Member. All payments are due net thirty (30) days. If NPR is required to pay sales, use, property, value-added or other taxes based on the Digital Services or Digital Content provided under this Agreement or on Member's use of the Digital Services or Digital Content, then such taxes shall be billed to and paid by Member. This Section C.7 shall not apply to taxes based on NPR's income.

D. Responsibility for Acts and Omissions

1. Except as otherwise provided in the case of Third-Party Digital Services, and to the fullest extent permitted by applicable law, each of NPR and Member agrees to be liable for the acts and omissions arising under this Agreement of its respective directors, officers, employees, contractors and agents engaged in the scope of their employment or agency, and further agrees to be responsible for any and all liability to or claims by Third Parties arising from such acts or omissions related to (i) any breach of its obligations or warranties under this Agreement, (ii) its violation of any applicable law, regulation or ordinance, (iii) in the case of NPR, Member's authorized use of the Digital Services, NPR Content, or the NPR Marks, including but not limited to claims, suits and proceedings related to libel and slander, invasion of privacy and copyright or trademark infringement, and (iv) in the case of Member, NPR's authorized use of Member's Content, Data, or Marks. Each party agrees to: (i) notify the responsible party, in writing, within thirty (30) days of any notice of claim, suit or proceeding; and (ii) give the responsible party, at the responsible party's option, full and complete authority, information and assistance for the defense of the claim, suit or proceeding.

E. Confidentiality

1. Each party agrees not to disclose, without the prior written consent of the other party, Confidential Information of the other party. Each party will only use Confidential Information of the other party for the purposes set forth in this Agreement, and will protect the Confidential Information by using the same degree of care (which shall be no less than reasonable) as it uses to safeguard its own confidential or proprietary information. The parties shall restrict access to the Confidential Information to their employees, contractors and agents who require such access in the course of their assigned duties, and who have been informed of, and have agreed (in writing, in the case of contractors and agents) to abide by, the obligations of this Section E. Each party shall be fully responsible for the actions of its employees, contractors and agents.
2. The obligations of this Section E shall not apply to any Confidential Information that: (a) was in the public domain prior to this Agreement or subsequently comes

into the public domain through no fault of the receiving party; (b) was in the possession of the receiving party without an obligation of confidentiality prior to disclosure; (c) was lawfully received by the receiving party from a Third Party without breach of this Agreement; or (d) is independently developed by a party without reference to the Confidential Information of the other party.

Notwithstanding the foregoing, a party may disclose Confidential Information if and solely to the extent required by applicable law or a governmental authority of competent jurisdiction, provided that, unless prohibited by law, the party has given the other party prompt and detailed written notice of the requirement, so that the other party has a reasonable opportunity to contest or limit such disclosure. The parties shall not, in connection with any legal proceedings relating to this Agreement or any Confidential Information, be obligated to disclose the name or identifying characteristics of any of their news sources, and the parties' journalists shall not be required to testify in any proceeding in connection with this Agreement with respect to their news activities.

F. Limitation of Liability; Disclaimer of Warranties

1. To the extent not prohibited by Member's state law, and except as otherwise provided in Section D.1 above, NPR's liability to Member in any way arising out of or related to this Agreement or any Digital Content or Digital Services provided hereunder, including without limitation for the failure to provide any specific Digital Services or for the removal or modification of any Digital Content or Digital Service(s), shall not exceed the fees paid to NPR by Member under this Agreement. Except with respect to any indemnification obligations under this Agreement, in no event shall either party be liable to the other for indirect, incidental, special, speculative, punitive, or consequential damages, including claims for lost profits, in any way arising out of or related to this Agreement or any Digital Content or Digital Services provided hereunder, even if advised of the possibility of such damages.
2. The Digital Services may contain links to websites or other digital platforms maintained by Third Parties, over which NPR has no control. NPR does not endorse the content, operators, products, or services of such sites, and NPR shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, products, or services available on or through such sites.
3. EXCEPT AS OTHERWISE SET FORTH IN THE TECHNICAL SUPPORT AND SERVICE LEVEL AGREEMENT SET FORTH IN SECTION VI OF THIS AGREEMENT (INCLUDING ANY UPDATED VERSION(S) THEREOF THAT MAY BE IN EFFECT AT A FUTURE DATE PURSUANT TO THE TERMS OF SECTION V.12 OF THIS AGREEMENT), NPR PROVIDES THE DIGITAL SERVICES AND DIGITAL CONTENT UNDER THIS AGREEMENT ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, NONINFRINGEMENT, OR FREEDOM FROM VIRUSES. WITHOUT LIMITATION, NPR EXPLICITLY DISCLAIMS ANY AND ALL WARRANTIES REGARDING THE SECURITY, RELIABILITY, AND TIMELINESS OF THE DIGITAL SERVICES AND DIGITAL CONTENT PROVIDED UNDER THIS AGREEMENT. NPR MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE DIGITAL SERVICES AND DIGITAL CONTENT PROVIDED UNDER THIS AGREEMENT WILL BE AVAILABLE, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

G. Additional Terms and Conditions

1. Neither party may assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party.
2. NPR and Member are independent contractors; nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. This Agreement is separate and distinct from any other agreement or oral understanding that the parties may have with each other.
3. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.
4. Sections V.C.1 through V.C.5 (Member Content, Member Marks, and Member Data), V.D (Responsibility for Acts and Omissions), V.E (Confidentiality), F (Limitation of Liability; Disclaimer of Warranties), and V.G (Additional Terms and Conditions) of this Agreement, as well as any other provisions which by their terms should survive expiration or earlier termination of this Agreement, shall survive expiration, termination, cancellation, or suspension of this Agreement.
5. In the event that a failure of a party to comply with any obligation created by this Agreement is caused by a force majeure condition (i.e., a condition outside such party's reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, communications or Internet failures, or any law, order or requirement of any governmental agency or authority), that obligation shall be suspended during the continuance of the force majeure condition.
6. Any notices, approvals, consents, or agreements (collectively "Notice") required or permitted under this Agreement shall be in writing and either shall be delivered personally, sent by delivery or express service, sent by email, or sent by U.S. mail, first class, certified or registered, return receipt requested, postage prepaid, to the other party at the address first given above, or such other address as to which proper notice has been given. Without limiting the foregoing, NPR may communicate Notices via electronic means for purposes of notifying Member of revisions to documents referenced herein or for other purposes of general interest. Notice shall be effective upon actual receipt.

7. The Digital Services are controlled and operated within the United States. NPR makes no representation that the Digital Services or Digital Content are appropriate or available for use outside the United States. If Member gains access to the Digital Services or Digital Content from a location outside the United States, Member has full and sole responsibility for compliance with applicable laws, including U.S. export laws and regulations.
8. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.
9. This Agreement and its interpretation, construction and effect shall be governed by the laws of the District of Columbia without regard to its choice of law and forum or venue rules; provided, that, if such choice of law is prohibited by Member's state law, it is the parties' intent for this Agreement to remain silent with respect to the choice of applicable law. Any action arising from this Agreement or the Digital Services, Digital Content, Marks, or Data shall be brought in the in the local or Federal courts located in the District of Columbia unless such choice of forum is prohibited by Member's state law.
10. NPR has the right, at any time without notice and in its sole discretion, to change, refuse, suspend, or terminate service, to add or remove Digital Content, and to change or discontinue any aspect or feature of the Digital Services and Digital Content, provided, that such change shall only have prospective application.
11. This Agreement and acceptance of this Agreement will be deemed for all purposes to be (i) business records originated and maintained in documentary form, (ii) a "writing" or "in writing," (iii) "signed," and (iv) an "original" when printed from electronic files or records established and maintained in the normal course of business. Member further agrees not to contest the validity or enforceability of this Agreement under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the parties to be bound thereby, and agrees that this Agreement will be admissible if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in documentary form.
12. This Agreement, comprising the Digital Services General Terms and Conditions as they may be modified by NPR and Member, together with all Digital Services and Digital Content descriptions, terms, and conditions and NPR policies and procedures incorporated herein by reference as they exist now and as they may be adopted or modified by NPR in the future, represents the entire Agreement between Member and NPR for the Digital Services, Digital Content, and Data, and supersedes all prior negotiations, representations or agreements between the parties, and any Member purchase orders delivered hereafter, related to the Digital Services, Digital Content, and Data. This Agreement may be modified by the parties only in writing signed by authorized representatives of both parties; provided, however, that NPR may revise the Digital Services and Digital Content descriptions, terms, and conditions and NPR policies and procedures incorporated herein by reference, such revisions shall apply prospectively

following reasonable Notice, and Member's use of the Digital Content or Digital Services thereafter shall constitute acceptance of the revised terms.

13. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

VI. Technical Support and Service Level Agreement

1. Definitions

Unless otherwise expressly defined in this Technical Support and Service Level Agreement (the "SLA"), all capitalized terms shall have the meanings set forth in the Digital Services Agreement (the "Agreement") between NPR and Member.

- a. "Core Business Hours" means 9:00 a.m. to 6:00 p.m. Eastern Time, Monday to Friday, excluding NPR holidays (each a "Business Day").
- b. "Downtime" means a significant and material technical interruption or unavailability of the technical services involved in the provision of the Digital Services, as further defined in Section 3, for purposes of the Service Level Guarantees and Remedies set forth in Sections 3 and 4, provided that such interruption or unavailability materially affects Member, and provided that in accordance with Section 3.a.v below, Downtime does not include any interruption or unavailability resulting from Emergency Maintenance or Scheduled Maintenance. The percentage of Downtime in a calendar month means the total minutes of Downtime in such month, divided by the total minutes in such month, times 100.
- c. "Emergency Maintenance" means maintenance for the Digital Services, or any portion thereof, performed on an emergency basis without the opportunity for advance notice because of an urgent problem having a material, negative impact on multiple customers.
- d. "Emergency Support" means Support Services requested by Member as a result of Downtime for which all of the following conditions are met: (i) the Downtime involves one or more of the following Digital Services: (a) NPR Digital Products and Services (as defined below), (b) Third-Party CDN Storage Services (as defined below), (c) the Webcast Metrics Service offered through Triton Digital ("Triton"), or (d) the DS Marketing Forms Powered by Springboard Service (the "DS Marketing Forms Service") offered through Jackson River; (ii) no alternative solution or workaround is readily available; (iii) the Downtime so substantially impairs the performance of the Digital Services, or a material component of the Digital Services, as to render them effectively unusable; and (iv) the Downtime creates a significant, negative impact on Member.
- e. "NPR Digital Products and Services" means the following Digital Services provided by NPR to Member, so long as NPR continues to provide such products and/or services: Composer 2, Core Publisher (excluding Third Party CDN Storage Services), Member Broadcast Stream and Content Distribution, Analytics Service (excluding Webcast Metrics Service offered through Triton Digital and Google Analytics Service offered through Google), StationConnect, SoundExchange Reporting, access to the APIs, and rights to use NPR's Digital News and Music Content and Marks.

NPR Digital Products and Services do not include Third-Party products and services offered through the Digital Services. As of the effective date of this Agreement, such Third-Party products and services are:

Triton Webcast Metrics (part of the Digital Services Live Stream Metrics Service)
Google Analytics
Chartbeat
Donation Forms, powered by Springboard
Third-Party CDN Storage Services
Disqus Commenting Platform
eMarketer Research Service

- f. "Routine Support" means Support Services requested by Member that do not qualify as Emergency Support.
- g. "Scheduled Maintenance" means previously-scheduled maintenance for the Digital Services, or any portion thereof, including, but not limited to, server maintenance and software updates, for which Member has been given advance notice. Scheduled Maintenance is typically performed during off-peak hours where possible, unless an urgent fix is required.
- h. "Support Services" means Routine Support and Emergency Support provided in response to technical problems or issues, including Downtime, experienced by Member.
- i. "Third-Party CDN Storage Services" mean the content delivery network ("CDN") storage services offered as part of Core Publisher, provided by a Third-Party vendor or vendors, selected by NPR in its sole discretion.
- j. "Uptime" means the total minutes in a calendar month less the amount of Downtime minutes in such month, divided by the total minutes in such month, times 100.

2. Basic Support Services Description

- a. Routine Support. NPR will provide Routine Support during Core Business Hours. Routine Support may be requested by the following means:
 - i. via online form, available as of the effective date of this Agreement at <http://nprsupport.desk.com/>.
 - ii. by calling NPR at 202-513-4400 as of the effective date of this Agreement (this number is subject to change by NPR) during Core Business Hours.
- b. Emergency Support. NPR will provide Emergency Support 24/7/365. Emergency Support may be requested by calling 202-513-4400 as of the effective date of this Agreement (this number is subject to change by NPR) during Core Business

Hours or by calling 888-225-3419 (toll-free) or 202-513-4400 (direct) as of the effective date of this Agreement (this number is subject to change by NPR) outside of Core Business Hours. Support Services requested via online form will not be considered Emergency Support requests under any circumstances.

- c. Support Services Requests Outside of Core Business Hours. Support Services requests made by calling 888-225-3419 or 202-513-4400 as of the effective date of this Agreement (this number is subject to change by NPR) outside of Core Business Hours will be answered by NPR's call center. The call center will gather information to determine whether the event qualifies for Emergency Support according to NPR's guidelines. If it is determined that the event qualifies for Emergency Support, the call center will promptly page the on-call NPR staff. If the event does not qualify as Emergency Support, the request will be logged into NPR's ticket reporting system during Core Business Hours on the next Business Day.
- d. Ticket Reporting System. A trouble ticket will be opened in NPR's computerized issue tracking system when a Routine Support request or Emergency Support request is received during Core Business Hours. A trouble ticket will be opened in NPR's computerized issue tracking system during Core Business Hours on the next Business Day when a Routine Support request or Emergency Support request is received outside of Core Business Hours.
- e. NPR Response..
 - i. Routine Support. If NPR determines that an issue requires Routine Support, NPR will communicate with Member by telephone or email no later than 72 hours following the Business Day in which a trouble ticket has been opened in NPR's ticket reporting system, to advise Member of the severity and priority level assigned by NPR, in NPR's sole discretion, and NPR's response plan. Depending on the type of Routine Support requested, NPR's response plan may include: (a) release of a "hotfix" to Member during Core Business Hours to address a specific software issue experienced by Member; (b) release of a software update or patch to all customers; (c) communication with any Third-Party providers of services causing or connected with the issue experienced by Member; or (d) other telephone or electronic assistance, training, trouble-shooting or support, provided remotely.
 - ii. Emergency Support. If NPR determines that an issue requires Emergency Support, NPR will communicate with Member by telephone or email at the time of, or promptly after, Member's initial request for Emergency Support, to advise Member of the severity and priority level assigned by NPR, in NPR's sole discretion, and NPR's response plan. If an issue requires Emergency Support, NPR will make reasonable efforts to restore the Digital Services as quickly as possible. Depending on the type of Emergency Support requested, NPR's response plan may include:

- a. If any of the NPR Digital Products and Services is down (including if a Member web site powered by Core Publisher is down, to the extent it is down because of Core Publisher), NPR will work 24/7/365 to restore the affected product and/or service as quickly as possible.
 - b. If Member is experiencing Downtime in Third-Party CDN Storage Services, NPR will promptly contact the Third-Party CDN Storage Service vendor to determine the extent of the outage and the expected time to restore the storage services. NPR shall have no further response obligations other than communications between Member and Third-Party CDN Storage Services vendors.
 - c. If Member is experiencing Downtime in the Webcast Metrics Service provided by Triton, NPR will promptly contact Triton to determine whether the failure originates from the Triton server or from NPR's infrastructure and, if the failure originates from the Triton server, to determine the extent of the outage and the expected time to restore the Webcast Metrics Service. If the failure originates from the Triton server, NPR shall have no further response obligations other than communications between Member and Triton. If the failure originates from NPR's infrastructure, NPR will work to restore the infrastructure as quickly as possible.
 - d. If Member is experiencing Downtime in the DS Marketing Forms Service provided by Jackson River, NPR will promptly contact Jackson River to determine whether the failure originates from the Jackson River system or from NPR's platform infrastructure and, if the failure originates from the Jackson River system, to determine the extent of the outage and the expected time to restore the DS Marketing Forms Service. If the failure originates from the Jackson River system, NPR shall have no further response obligations other than communications between Member and Jackson River. If the failure originates from NPR's infrastructure (but not the Jackson River system), NPR will work to restore the infrastructure as quickly as possible.
- iii. Member will reasonably cooperate with NPR as NPR responds to Member's requests for Routine Support and/or Emergency Support. For example, Member will cooperate with NPR by providing NPR with additional information and details, or with remote access to Member's NPR-provided software if necessary or helpful for NPR to provide Support Services.
- f. Exclusions. NPR will not provide Support Services for any problems, issues or Downtime relating to or resulting from (i) Member's misuse, unauthorized alteration, or damage of the Digital Services or Member's negligence, recklessness, misconduct, or breach of the Agreement; (ii) modifications to the Digital Services not made or authorized by NPR or NPR's Third-Party vendors; (iii) a combination of the Digital Services with other software or hardware to the

extent such combination has not been approved by NPR or NPR's Third-Party vendors or is not contemplated by the Agreement between NPR and Member; (iv) any failure of Member equipment, hardware, software, applications, or code, or maintenance at Member's premises; (v) any failure of Third-Party hardware or software (other than Third-Party hardware or software provided as part of the Digital Services); (vi) any failure of Member's controlled actions and environment (for example, power failure, temperature increases, firewall blocking, etc.); or (vii) any failure of the internet or other causes outside of the reasonable control of NPR or its Third-Party vendors ("Force Majeure").

3. Service Level Guarantees

- a. Uptime Guarantee. NPR will use commercially reasonable efforts to ensure the following levels of service each calendar month, as further described in Sections 3(b)-(e):
 - i. For Digital Services involving NPR Digital Products and Services: 99.75% Uptime.
 - ii. For Third-Party CDN Storage Services, to the extent these CDN Storage Services are provided by Akamai Technologies, Inc. ("Akamai"): 100% Uptime.
 - iii. For Webcast Metrics Service provided by Triton: 99.9% Uptime.
 - iv. For the DS Marketing Forms Service provided by Jackson River: 99.5% Uptime.
 - v. For purposes of determining Uptime or service credits pursuant to Sections 3 and 4 of this SLA, Downtime shall not include any interruption or unavailability resulting from (i) Scheduled Maintenance; (ii) Emergency Maintenance; (iii) Member's misuse, unauthorized alteration or damage of the Digital Services or Member's negligence, recklessness, misconduct, or breach of the Agreement; (iv) modifications to the Digital Services not made or authorized by NPR or NPR's Third-Party vendors; (v) a combination of the Digital Services with other software or hardware to the extent such combination has not been approved by NPR or NPR's Third-Party vendors or is not contemplated by the Agreement between NPR and Member; (vi) any failure of Member equipment, hardware, software, applications, or code, or maintenance at Member's premises; (vii) failure of Member's origin server (equipment down, not serving content, or broken links); (viii) failure of Member's controlled actions and environment (for example, power failure, temperature increases, firewall blocking, etc.); (ix) any failure of Third-Party hardware or software (other than Third-Party hardware or software provided by NPR as part of the Digital Services); (x) any failure of the internet or other Force Majeure; or (xi) discontinuation by NPR of any of the NPR

Digital Products and Services, Third-Party CDN Storage Service, Webcast Metrics Service provided by Triton, or DS Marketing Forms Service provided by Jackson River.

- vi. Additional exceptions to the definition of Downtime, and conditions to the above Uptime guarantees for particular services, in addition to those set out in Section 3(a)(v) above, are set out in Sections 3(b)-3(f).

- b. NPR Digital Products and Services. For purposes of the Uptime guarantee for NPR Digital Products and Services, Downtime will only be counted in the event that (a) any of the NPR Digital Products and Services is interrupted or unavailable for a period of thirty (30) minutes or longer, with the exception of Scheduled Maintenance, and (b) in the case of Member's access to the APIs, Digital Content cannot be retrieved from or transmitted to the API repository after three separate attempts. The Uptime guarantee and related service credits for Downtime are not applicable to the rights to use NPR's Digital News and Music Content and Marks.

- c. Third-Party CDN Storage Services. The Uptime guarantee for Third-Party CDN Storage Services depends on the provider of the CDN Storage Services. NPR has the right, in its sole discretion, to determine which vendor it will use to provide Third-Party CDN Storage Services to Member. Terms for the Uptime guarantees for current Third-Party CDN Storage Services are provided below. If NPR uses another vendor to provide Third-Party CDN Storage Services to Member, NPR will make reasonable efforts to pass on to Member the Uptime guarantee and related terms, if any, offered by such vendor, subject to any conditions and qualifications of the vendor. Notwithstanding the foregoing, because the Third-Party CDN Storage Services are provided as part of Core Publisher and not as a stand-alone service, any remedies for Downtime in the Third-Party CDN Storage Services are solely as set forth in Section 4(a) below with respect to Core Publisher, which is one of the NPR Digital Products and Services.
 - i. Akamai CDN Storage Services. For purposes of the Uptime guarantee for Third-Party CDN Storage Services from Akamai, Downtime will only be counted where it arises from an "Outage," which is defined by Akamai as a period of at least two (2) consecutive failed attempts six (6) minutes apart, by a single agent among the six (6) agents in six (6) geographically-diverse and network-diverse locations in major metropolitan areas, to "GET" a Member test file (placed by Akamai on Member's origin server) from the Akamai CDN Storage Service while succeeding to "GET" the test file from the Member origin server. The test file will be 10 kilobytes at most in size and will use a "Time to Live" of two (2) hours or greater. The polling by each agent will occur at approximately six (6)-minute intervals. Furthermore, Downtime will not include any outage or other failure unless it is confirmed as an Outage by Akamai.

- d. Webcast Metrics Service. For purposes of the Uptime guarantee for Webcast Metrics Service provided by Triton, Downtime will not include any interruption, unavailability, outage or other failure for which Triton has rejected a claim by NPR on Member's behalf for such Downtime.
- e. DS Marketing Forms Service. For purposes of the Uptime guarantee for the DS Marketing Forms Service provided by Jackson River, Downtime will not include any interruption, unavailability, outage or other failure caused by failures in Third Party transaction service, including payment gateway, merchant account or verification services.
- f. NPR shall have the right at any time, in its sole discretion and with at least ninety (90) days' advance notice, to discontinue any NPR Digital Products and Services, Third-Party CDN Storage Service, Webcast Metrics Service provided by Triton, Google Analytics Service provided by Google, Chartbeat, DS Marketing Forms Service provided by Jackson River, or eMarketer Services provided by eMarketer subject to (i) the remedies set forth in Section 4 of this SLA, and (ii) for termination of Webcast Metrics Service, Section 3 of the Additional Terms for Triton Digital Analytics Services set forth in Section IV.8 of this Agreement. Such discontinuation shall not be considered Downtime and shall not entitle Member to any service credits.

4. Remedies

- a. Downtime in NPR Digital Products and Services, Webcast Metrics Service and DS Marketing Forms Service. In the event of any Downtime in NPR Digital Products and Services exceeding 0.5% in a calendar month, any Downtime in Webcast Metrics Service provided by Triton exceeding 0.1% in a calendar month or any Downtime in DS Marketing Forms Service provided by Jackson River exceeding 0.5% in a calendar month, Member will receive a service credit equivalent to twenty-five percent (25%) of Member's Digital Services fee for the month (excluding separately-invoiced fees for Third-Party services), pro-rated for the period of Downtime. The service credit will be the same whether one of the NPR Digital Products and Services is down or multiple NPR Digital Products and Services, the Webcast Metrics Service, and the DS Marketing Forms Service are down at the same time. The amount of credits due for Downtime in NPR Digital Products and Services and/or Webcast Metrics Service and/or DS Marketing Forms Service during a month shall not exceed twenty-five percent (25%) of Member's total monthly fees for Digital Services (excluding separately-invoiced fees for Third-Party Services). NPR invoices on a quarterly basis, so Member's monthly Digital Services fee will be one third of Member's quarterly Digital Services fee. For example, if Member experiences twelve (12) hours of Downtime in any NPR Digital Products and Services during a month, Member will be entitled to a credit equal to twenty-five percent (25%) of the monthly fee for Digital Services times $(12 / (30 \times 24))$. Service credit claims must be submitted to NPR not later than twenty-five (25) days after the last day of the month in which the Downtime occurred or was discovered by Member.

- b. Discontinuation of NPR Digital Products and Services. The following remedies shall apply in the event that NPR ceases to provide one or more of the NPR Digital Products and Services during the Term of the Agreement and does not, either internally or through a Third Party, offer a substantially similar product (whether or not used by Member) to replace the product or service within one hundred and twenty (120) days of such discontinuation (a "Discontinued Digital Service"):
- i. If Member both (x) used a Discontinued Digital Service for at least six (6) months prior to NPR's announcement that it would cease providing that product or service and (y) is paying NPR a Digital Services fee of greater than three thousand dollars (\$3,000) per year (excluding Third-Party services) at the time of such announcement, then Member will receive a service credit equivalent to ten percent (10%) of Member's Digital Services fee for the remainder of the Term (excluding separately-invoiced fees for Third-Party services and pro-rated beginning as of the date of discontinuation). For example, if a Member pays a Digital Services fee of \$60,000 per year (excluding Third-Party services), and has three months (i.e., one-quarter of a year) remaining in the Term as of the date of discontinuation, Member will receive a service credit of \$1,500, calculated as follows: $\$60,000 \times .10 \times .25 = \$1,500$. The amount of credits due in any month for Downtime in NPR Digital Products and Services, Downtime in Webcast Metrics Service provided by Triton, Downtime in the DS Marketing Forms Service, and/or Discontinued Digital Services shall not exceed thirty-five percent (35%) of Member's total monthly fees for Digital Services for that month (excluding separately-invoiced fees for Third-Party Services).
 - ii. Termination right. If a Discontinued Digital Service was the only Digital Services product or service used by Member for at least one (1) year prior to NPR's announcement that it would cease providing that product or service, Member shall have the right to terminate the Agreement on thirty (30) days' written notice to NPR, provided that Member must exercise such right of termination no later than thirty (30) days after discontinuation of the Discontinued Digital Service.
 - iii. No remedies under this Agreement will apply if NPR ceases to provide any of the NPR Digital Products and Services after the last day of the Term.
- c. Service credit claims will be applied against future quarterly invoices. NPR must receive service credit claims at least thirty (30) days before the end of the quarter in order to apply the claims against the next quarterly invoice.
- d. This SLA provides Member's sole and exclusive remedy for NPR's discontinuation of any NPR Digital Products and Services, Third-Party CDN Storage Services, or Webcast Metrics Service provided by Triton, and for any failure to meet the standards and commitments established herein.

Schedule A

Additional Terms for Triton Digital Services

System Requirements

In order to provide Webcast Metrics Service, Triton Digital's Software must run on one computer for each stream that meets the following technical requirements:

Triton Digital Webcast Metrics Audience Measurement (log based)

If a Member is planning on using the MRC Accredited Webcast Metrics audience measurement platform, there are no real technical requirements at the Member level unless the Member is hosting its own streaming servers. Regardless of whether or not the Member is managing the physical streaming servers, the following will be needed (either from the Member or the Member's content delivery network [aka. stream provider]):

1. Daily FTP access to the physical streaming server log files. This can be set up by either a FTP push or a FTP pull depending on the provider's preferred method of access.
2. The streaming server log files must be in a W3C (World Wide Web Consortium) approved format for a commonly accepted streaming format: Triton, Windows Media, Icecast, Shout Cast, Wowza, etc. Other formats are accepted but Triton Digital's implementation team will need to verify the log file format prior to installation and set-up.

Schedule B

Additional Terms for Springboard Services

Acceptable Use Policy

1.0 General. This Acceptable Use Policy ("AUP") addresses requirements applicable to Member's use of the Springboard Services.

2.0 Appropriate Use. Member may only use the Springboard Services for lawful purposes. Member may not use the Springboard Services in connection with any (a) infringement or misappropriation of any copyright, trademark, patent, trade secret or other intellectual property rights; (b) defamation, libel, slander, obscenity or violation of the rights of privacy or publicity; (c) promotion of violence, hatred, or racial or religious intolerance; or (d) any other offensive, harassing or illegal conduct. Jackson River will cooperate with law enforcement and other authorities in investigating claims of illegal activity or suspected illegal activity, including, but not limited to, illegal transfer or publication of copyrighted material, and such cooperation shall not violate any duty of confidentiality which Jackson River may owe to Member. If Member violates any portion of this AUP, Member accepts sole responsibility for all remedial actions and costs related to such violation(s), including but not limited to, compliance efforts and costs associated with statutory obligations or government investigations.

3.0 Responsibility for Content. Member shall be solely responsible for information and content stored or transmitted by the Springboard Services on behalf of Member or its end users, whether published on the internet or distributed via emails sent by Member or Member's end users using the Springboard Services. At no time will Jackson River have custody or control of any financial contributions made to Member in the course of providing the Services. If Member acquires content from third-parties for republication to its audience via email, RSS or webpages, Member is solely responsible for ensuring it complies with any licensing requirements associated with such content. Member acknowledges that Jackson River exercises no control over the information passing through the Springboard Services, and that Jackson River assumes no responsibility for any designs, images, templates, sketches, artwork, video, logos, trade names, trademarks, and website or email text copy provided by Member to Jackson River for use with the Springboard Services ("Member Internet Content").

4.0 Prevention of Malware. Member will make commercially reasonable efforts to ensure that Member content does not contain malicious software ("Malware"), including by way of illustration and not of limitation, computer viruses, "Trojan horse" software, or logic bombs, which might cause damage to Jackson River's computer systems, the Springboard Services, or any third-party computer systems or otherwise make modifications to those systems not authorized by their owners.

5.0 Privacy Policy. Member will use the tools provided by the Springboard Services to conspicuously post a copy of its privacy policy (or a hyperlink to it) on every Jackson River webpage where Member requests information about individuals. Member's privacy policy will describe the types of personal information Member collects, how Member uses such information, whether such information is shared with third parties (including Jackson River), and how any third parties use shared information (including Jackson River). Member is

solely responsible for ensuring that its privacy policy complies with all applicable legal requirements.

6.0 Personal Information. Member will not use Springboard Services to:

(a) collect or store account numbers from credit cards, debit cards, bank accounts or other financial systems (except through the use of the functionality explicitly designated by Jackson River for such transaction processing within the Springboard Services);

(b) collect or store U.S. Social Security Numbers or other similar personal identification numbers issued by other governments;

(c) collect, store or otherwise handle personal information in violation of any applicable law, including without limitation the U.S. Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the U.S. Children's Online Privacy Protection Act of 1998 ("COPPA"), or the EU Data Protection Directive 95/46 and implementing legislation;

(d) except as permitted by 45 CFR § 164.514(f)(2), collect, store or transmit Personal Health Information ("PHI") as defined by HIPAA if Member is a Covered Entity as defined by HIPAA; or

(e) collect, store or otherwise handle personal information in a manner not disclosed by, or in violation of Member's privacy policy.

7.0 System and Network Security. Member shall not use the Springboard Services to violate the security of Jackson River's system or network or any other system or network, including, without limitation, unauthorized access (often known as "hacking") to, monitoring of, probing, or interference with, computers or networks, distribution of Malware, interfering with services, such as through denial of service attacks, load or stress testing, or other activities which are destructive of or intentionally place abnormal demands on the Jackson River Springboard Services. Member shall not through action or inaction permit others to use its systems for illegal activities or to violate the terms of this AUP.

8.0 Restrictions on Use of Springboard Services.

8.1 Hosting. Member specifically recognizes and acknowledges that Jackson River is not a general internet hosting provider. Any web hosting facilities included with the Springboard Services (the "Hosting Facilities") are provided solely to facilitate Member's use of the Springboard Services, and for no other purpose. Member shall not use the Hosting Facilities for any other purposes including, but not limited to, podcasting and video streaming. In the event that Jackson River identifies a use of the Hosting Facilities not authorized by this AUP, Jackson River may, in its sole discretion, require Member to discontinue such usage. Nothing in this AUP shall be interpreted to require Jackson River to host software of any type whatsoever originated by Member or third parties.

8.2 Automation. If Member allows automated software ("Automation") to make use of the Springboard Services, whether via an Application Programming Interface ("API") or Web Service ("WS") designated for such purpose by Jackson River or otherwise, such use is subject to the following terms and conditions:

8.2.1 Jackson River may, in its sole discretion, make available documentation, example code, and other technical materials to enable adequately skilled practitioners to make use of specific APIs or WSEs (collectively, the "API Materials"). Member's use of such API Materials is subject to a separate license agreement and Jackson River is not responsible for any costs incurred by Member in implementing and maintaining Automation.

8.2.2 Availability of the Springboard Services via Automation is not subject to this AUP, and the failure of any such Automation to function with it shall not be a breach of this AUP or any other agreement between the parties.

8.2.3 Jackson River retains all rights in its intellectual property, including, without limitation, code examples, specifications, documentation and other materials provided to facilitate Member's implementation of Automation.

8.2.4 Member shall comply with any restrictions which Jackson River may, in its sole discretion, place on the quantity, availability and nature of any usage of the Springboard Services by Member's Automation.

9.0 Enforcement of AUP. Jackson River, in its sole, reasonable discretion, will determine on a case-by-case basis, the consequences Member shall suffer with respect to any violations of this AUP. Such consequences may include, but are not limited to, the termination of the Springboard Services pursuant to the provisions between Jackson River and NPR. In addition thereto, Jackson River reserves the right to suspend the provision of Springboard Services or take such other appropriate remedial action as it may determine appropriate to address any violation or suspected violation of the AUP. Jackson River may, in its sole, reasonable discretion, decide to use reasonable efforts to notify Member and provide Member an opportunity to cure before taking any such action, provided, however, Jackson River shall not be required to do so, and any prior decision by Jackson River to do so shall not require any such further notice and opportunity to cure. Member shall cooperate with Jackson River in investigating complaints about potential violations and in taking any corrective action that Jackson River deems necessary to correct an impermissible use of the Springboard Services by Member or Member's end users. For illustrative purposes only, Jackson River may impose corrective actions that could include, but are not limited to:

9.1 With respect to use of the Springboard Services,

(a) suspending access to part or all of the Springboard Services;

(b) restricting or suspending access to APIs or Web Services by Member's Automation; and

(c) terminating the Springboard Additional Terms and Member's right to use the Springboard Services if any violation hereof is not cured within 30 days after written notice thereof.

9.2 With respect to Member Springboard Data or Member Internet Content, Jackson River may unilaterally remove any information from the Springboard Services that Jackson River determines, in its sole, reasonable discretion, to be illegal, tortious, or infringing on the rights of a third party ("Suspect Content"). In the event that Jackson River removes Suspect Content from the Springboard Services, Jackson River will provide written notice to Member indicating Jackson River's basis for classifying such Member Data or Member Internet Content as Suspect Content and its basis for removing the Suspect Content from Springboard Services. Member may either (i) concur that removal is warranted, or (ii) notify Jackson River that it intends to contest the removal request and, in a separate writing signed by both parties, agree to indemnify Jackson River against any third party claims related to the Suspect Content, after which Jackson River shall repost the previously Suspect Content.

10.0 General Member Compliance with Laws. Member shall comply in all material respects with all laws and regulations applicable to Member regarding its use of the Springboard Services, including all laws and regulations applicable to charitable solicitations, donation forms, receipts, web site content, data privacy, electronic and international communications, and transmission of technical or personal data. The parties acknowledge that Jackson River is a "service provider" as defined in 17 USC § 512(k)(1), is subject to the Digital Millennium Copyright Act ("DMCA"), and has the duties of a service provider under the DMCA. Member is solely responsible for ensuring that Member Springboard Data and its provision of same to Jackson River complies at all times with all applicable laws and regulations.

Schedule C

Digital Sponsor Acknowledgment Guidelines

NPR is unique among media companies.

We put substance and style in our reports. We talk with our audiences rather than at them. We think of our audiences as intelligent people who are curious about the world, and we treat them that way. We inform and delight our audiences with content that advances our fundamental educational purpose.

We are also a non-profit, tax-exempt organization committed to pursuing an educational purpose. The content we produce or distribute and the events we conduct are intended to advance NPR's educational mission.

NPR is also a membership corporation that exists to advance the collective interests of the educational institutions and organizations that are the foundation of the public radio system. Whether producing and distributing NPR's signature broadcast content, operating the Public Radio Satellite System, or producing and acquiring digital content and services, NPR exercises leadership on behalf of its Membership and the public radio system as a whole.

These unique features extend to the sponsors who support NPR. NPR sponsor messages are distinctly different from the cluttered and chaotic world of commercial advertising. And our research shows sponsorship on NPR works because of those distinctions, not in spite of them.

Here are some key points about NPR sponsorship that differentiate our practices from traditional commercial advertising:

- The best sponsorships are smart, compelling statements that respect our audience and inform them
- We proactively maintain our journalistic firewall and hold ourselves to the highest ethical standards
- Our messages do not shout at consumers or mislead them into action
- They are not loaded with claims that can't be proved
- They avoid distracting mentions of product or service pricing
- Our supporters will not find their messages adjacent to pitches for products or services subject to abuse (such as tobacco, marijuana and gambling). They will not find their messages next to, for example, promotions for quasi-medicines.

The platform-specific sponsor acknowledgment guidelines that follow are intended to further these objectives. These guidelines are in addition to, and are not a substitute for, applicable legal requirements. The digital messages we bring to our audience from sponsors are fundamentally intended to inform and engage them. At the same time, sponsor messaging is always kept distinct from the NPR content itself. Given NPR's public radio leadership role, guidelines for sponsor messaging on all platforms encourage best practices for such messaging throughout public radio.

Digital Sponsor Messaging Guidelines

The guidelines immediately below address sponsor messages that appear on NPR's digital platforms, including audio messages and banners on the website, in mobile apps, in podcasts and wherever NPR content travels in the digital realm. It isn't so much a rigid list of do's and don'ts as an explanation of our approach. They are designed to help sponsors craft messages that connect with people in "the NPR way."

1. *We maintain an open access policy but we reserve the right to reject individual sponsors.* NPR maintains an open access policy based on its independence and lack of bias. That does not mean NPR must accept support from any prospective sponsor. NPR reserves the right to reject support from any particular entity and will do so if accepting the support may call NPR's independence and objectivity into question.
2. *We avoid messages with misleading language and products or services with questionable claims.* NPR reserves the right to reject any banner or audio promotional message at its discretion, including on the grounds that it is false, misleading, inaccurate, or unsubstantiated; that it makes unfair competitive claims; or that it fails to comply with standards of decency and dignity.
 - NPR reserves the right to decline promotional messages regarding cigarettes (including electronic cigarettes or nicotine vapor devices), tobacco, marijuana, gambling and other products subject to abuse. Promotional messages for distilled spirits or other adult beverages are acceptable provided they are tasteful in nature and do not encourage abuse.
 - NPR does not accept promotional messages that express views on an issue of public importance or controversy.
 - NPR does not accept promotional messages that support or oppose any candidate for political office or a public referendum.
 - NPR does not accept promotional messages for prescription drug products, FDA regulated medical devices, or devices or supplements that make claims that only a regulated drug or medical device could make.
3. *We do not blur the line between promotional and editorial content.* Each banner or audio podcast promotional message should be readily identifiable as the promotional message of a sponsor and transparently distinguished from the adjacent editorial content. To maintain the separation between editorial content and promotional messaging content:
 - Audio promotional messages should open with language that makes clear that the message comes from the sponsor. Promotional messages in banners or other formats will be readily identified as coming from the sponsor.

- Audio promotional messages may not be read by NPR journalists. Hosts or other contributors to podcasts who are not NPR journalists may read podcast promotional messages, but those hosts/contributors may reject language that they are uncomfortable reading.
- The context should make clear that the substance of the promotional message comes from the sponsor, not from NPR.

NB: Separation between promotional and editorial content should be accomplished through a combination of aural cues and the introduction to the sponsor message:

1. Aural Cues:

- A. Prior to the sponsor message, an announcement of a temporary break by the program host, which will ordinarily include some combination of forward promoting editorial content to follow the break, identifying the program name and NPR as its source, and a beat of silence or a sonic ID.
- B. Following the sponsor message, a beat of silence or a sonic ID, followed by some combination of an announcement by the program host identifying the program by name, NPR as the source, and the topic of the program episode.

2. Sponsor Message Introduction:

Examples of sponsor attribution:

- "Support for this podcast and the following message come from [sponsor]"
- "This message comes from NPR's sponsor: [sponsor]"
- "NPR is supported by [sponsor], who would like to share the idea that . . ."
- "[Program] is made possible by [sponsor], who wants you to know that . . ."
- "This episode's sponsor is [sponsor], which offers the following message . . ."
- "Support for NPR comes from [sponsor], presenting this message . . ."

4. *We avoid excessive promotion because our audience appreciates the lack of clutter.*

Promotional messages are designed to give sponsors more time or flexibility to describe the features of their products or services than they have in traditional broadcast underwriting. They are intended to be part of a sponsorship environment that is different from a traditional commercial advertising environment. Accordingly:

- NPR does not endorse sponsors or the products or services they offer. Personal endorsements or testimonials from show hosts, other NPR journalists, or other voices associated with NPR are not permitted, nor is such language permitted in banners. Promotional messages should not state or imply that NPR or an NPR employee has used and likes the sponsor's products or services. The message should not include statements in the first-person voice or lines that reasonably could be confused by the audience as a statement reflecting the host's (or other

NPR announcer's) opinions, beliefs, findings, or experiences regarding the sponsor or its products.

- Language that describes a quality or feature of a product or service in qualitative terms is permitted, provided it is not overly promotional, is true and accurate, and is not likely to undermine NPR's credibility as a news organization. If the description of a product or service in an audio promotional message could leave the impression that NPR or an NPR representative has first-hand experience with that product or service, the language should be re-phrased to avoid the perception of first-hand use. For example, a description of a product as "simple and easy to use" could be re-phrased as "the product is designed to be simple and easy to use."
- Language that denigrates a sponsor's competitor (or any person or entity) or that expressly compares the sponsor (or its products or services) to a competitor (or its products or services) will not be accepted, but descriptive language that is implicitly comparative may be accepted. For instance, describing the sponsor as a "discount broker" is an implicit comparison to a "full service broker," but such a description would be permitted so long as the comparison is not to a named competitor of the sponsor.
- Promotional messages that make "best" or "better" claims or otherwise convey a claim of general superiority compared to competitors are generally not allowed.
- While specific product or service pricing is not permitted, the availability of a discount or special offer (for example, a special offer for NPR listeners) may be conveyed and described, and a product offering that includes free delivery and/or returns may reference that fact. Referencing free trials or products that are free is permissible. In all cases, all material terms must be disclosed in combination with a "free" offer.
- A promotional message may direct the listener to the sponsor's website or another source for more information, to redeem a discount or offer, or to purchase an item. The promotional message should not convey urgency or pressure to take immediate action.
- Clinical test claims (for example, "clinically proven") and similar claims (such as "scientifically proven" or "proven") are not permitted.
- Health or wellness claims are generally not permitted (for example, "one cup replaces a full meal" or "increases focus and concentration").

5. *We only allow promotional messages that are truthful and not misleading.* The sponsor is responsible for (1) substantiating the substance of all factual claims made in the promotional message; (2) compliance with all applicable laws, regulations, and guidelines; and (3) securing any third-party rights in the content of the message. Language that is reasonably susceptible of being interpreted as false and defamatory, profane or indecent, sacrilegious, a form of hate speech directed at an individual or a group, or otherwise scandal provoking will not be accepted.

6. *We will avoid promotional messages that sound or look like intrusive forms of commercial advertising.* All digital audio promotional messages will be voiced by NPR talent. In podcasts, some promotional messages formats allow for inclusion of informative audio from a sponsor, but this should not be overtly commercial content or content people associate with commercial advertising, and NPR reserves the right to refuse any content. The promotional messaging cannot sound like journalism for hire.
7. *We may give users the choice to engage with additional content from our sponsors, but we are unambiguously clear that the engagement is optional and the content is not from NPR.* Some banners or digital audio promotional formats may allow the user to click or tap to hear or view more information about a sponsor or its products and services within the creative. In these cases, the post-click/tap content comes from the sponsor, and the sponsor is solely responsible for such content. In these cases, it will be made clear to the user in visual and audio cues that they are experiencing or about to experience content from the sponsor. NPR reserves the right to reject any provided post click/tap content that is deemed inappropriate for NPR, or which may confuse users about the origin of the content.

Within these guidelines, a number of individual questions of judgment or interpretation may arise, which will be addressed on a case-by-case basis. These guidelines are also expected to evolve over time, as NPR, our sponsors, and our audiences gain experience with promotional messaging.