

## INSTAR SOCIAL END-USER LICENCE AGREEMENT (TERMS OF USE)

This end-user licence agreement (“**EULA**”) is a legal agreement between you (“**you**” or “**End-user**”) and **Kantar Media UK Limited** a company registered in England and Wales (Company Number 275304) whose registered office is situated at Ealing Gateway, 26-30 Uxbridge Road, London, W5 2AU (“**Kantar Media**”, “**us**” or “**we**”) for use by you of Instar Social, our proprietary social TV ratings analysis software product (“**Instar Social**”).

Instar Social was developed in association with Twitter International Company (“**Twitter**”).

We licence use of Instar Social to you on the basis of this EULA and subject to the Twitter Terms set out in the Appendix to this EULA. Defined terms in this EULA shall have the meanings given to them in the Twitter Terms unless otherwise defined in this EULA.

Important notice:

- By accessing Instar Social you agree to the terms of this EULA, which will bind you. The terms include, in particular, the Twitter Terms (including dealings with the parties in the Named List in Twitter Term 8), the Privacy Policy defined in condition 1.4 below and limitations on liability in condition 7 below.
- If you do not agree to the terms of this EULA or any of the Twitter Terms, please do not use Instar Social.

### AGREED TERMS

#### 1 ACKNOWLEDGEMENTS

- 1.1 The terms of this EULA apply to Instar Social or any of the services accessible through Instar Social (“**Services**”), including any updates or supplements to Instar Social or any Service, unless they come with separate terms, in which case those terms apply.
- 1.2 These terms also apply to any content made available via Instar Social or the Services, including Twitter Content, and any derivations thereof.
- 1.3 We may change these terms at any time by notifying you of a change when you next access Instar Social. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services.
- 1.4 The terms of our privacy policy from time to time, available at <http://www.kantarmedia.co.uk/privacy-policy> (“**Privacy Policy**”) are incorporated into this EULA by reference. You consent to Kantar Media and its group companies processing data about you for the purposes of administering this EULA, including transferring that data outside the EEA, and sharing it with Twitter.
- 1.5 By using Instar Social or any of the Services, you consent to us collecting and using technical information (using cookies or otherwise) about your use of Instar Social and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you, and to us sharing such information with Twitter.

## **2 GRANT AND SCOPE OF LICENCE**

- 2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive licence to use Instar Social, subject to these terms, the Twitter Terms and the Privacy Policy, which are incorporated into this EULA by reference solely for the purposes of carrying out research or for the purpose of enhancing the commercial offering of the company which has licensed Instar Social from Kantar Media and granted you access to it. We reserve all other rights.

## **3 LICENCE RESTRICTIONS**

- 3.1 Except as expressly set out in this EULA or as permitted by any local law, you agree not to:
- (a) attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of Instar Social or the Licensed Material except to the extent expressly set out in this Agreement or as may be (and then only to the extent) allowed by any applicable law which is incapable of exclusion by agreement between the parties; or
  - (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of Instar Social, except as may be (and then only to the extent) allowed by any applicable law which is incapable of exclusion by agreement between the parties; or
  - (c) access all or any part of Instar Social or any Licensed Material in order to build a product or service which competes with Instar Social; or
  - (d) use Instar Social or the Licensed Material in the course of providing services to third parties in such a way as to allow the third party access to Instar Social or the Licensed Material without the third party needing to obtain its own licence and pay an appropriate licence fee; or
  - (e) attempt to obtain, or assist third parties in obtaining, access to Instar Social or the Licensed Material, other than as provided under this clause; or
  - (f) sell, rent, lease, sub-licence, loan or otherwise make available Instar Social or the Licensed Material to any other party without the express written consent of Kantar Media; or
  - (g) do any of the acts which are prohibited under the Twitter Terms,
- together "**Licence Restrictions**".

## **4 ACCEPTABLE USE RESTRICTIONS**

- 4.1 You must:
- (a) not use Instar Social, the Licensed Material or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into Instar Social, any Service or any operating system;

- (b) not infringe our intellectual property rights or those of Twitter or any third party in relation to your use of Instar Social, and Licensed Material or any Service (to the extent that such use is not licensed by this EULA);
- (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of Instar Social, Licensed Material or any Service;
- (d) not use Instar Social, any Licensed Material or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- (e) not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

## 5 CONFIDENTIAL INFORMATION

- 5.1 "**Confidential Information**" means all information relating to the business and products (including without limitation operations, plans, market opportunities, customers, know-how (including without limitation designs, processes of production and technology), trade secrets and software) of Kantar Media or Twitter which is disclosed to you (whether in writing, orally or by any other medium). Confidential Information also includes but is not limited to all event statistics, results, analysis or data regarding Twitter Service uptime, reliability, traffic and growth metrics, network quality, and other usage statistics of the Twitter Service (in the aggregate or otherwise) derived from your use of the Licensed Material or Twitter Service.
- 5.2 You agree to keep all Confidential Information received by you in the course of using Instar Social strictly confidential at all times.

## 6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 You acknowledge that all intellectual property rights in or relating to Instar Social and the Licensed Material anywhere in the world belong to us or our licensors, that rights in Instar Social are licensed (not sold) to the company which has authorised your use of Instar Social, and that you have no rights in, or to, Instar Social or the Licensed Material other than the right to use it in accordance with the terms of this EULA.
- 6.2 The Twitter name, logo, the term "Tweet" and any word, phrase, image, or other designation that identifies the source or origin of any of Twitter's products are owned by Twitter ("**Twitter Marks**"). Any use by you of the Twitter Marks must always be in conformity with Twitter's then-current brand usage guidelines, as made available by Twitter.
- 6.3 You acknowledge that you have no right to have access to Instar Social in source-code form.

## 7 LIMITATION OF LIABILITY

- 7.1 You acknowledge that neither Instar Social nor the Licensed Material has been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of Instar Social and the Licensed Material meet your requirements. We make no warranties to any End-user in respect of Instar Social or the Licensed Material.

7.2 Our maximum aggregate liability under or in connection with this EULA (including your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £1000. This does not apply to the types of loss set out in condition 7.3.

7.3 Nothing in this EULA shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) any other liability that cannot be excluded or limited by English law.

## **8 TERMINATION**

8.1 We may terminate this EULA immediately by written notice to you:

- (a) if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
- (b) if you breach any of the Licence Restrictions; and
- (c) if we are required to do so by Twitter for any reason.

8.2 On termination for any reason:

- (a) all rights granted to you under this EULA shall cease;
- (b) you must immediately cease all activities authorised by this EULA, including your use of Instar Social and any Licensed Material and Services;
- (c) you must immediately delete permanently, or destroy, all copies of any Licensed Material, Confidential Information and other data or information obtained by you as a result of your use of Instar Social, together with any derivations thereof, then in your possession, custody or control, and certify to us that you have done so.

## **9 COMMUNICATION BETWEEN US**

9.1 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail or by prepaid post to Kantar Media UK Limited at Ealing Gateway, 26-30 Uxbridge Road, London, W5 2AU and audiences@kantarmedia.com. We will confirm receipt of this by contacting you in writing, normally by email.

9.2 If we have to contact you or give you notice in writing, we will do so by email or by prepaid post to the address of the company which has authorised your access to Instar Social.

## **10 OTHER IMPORTANT TERMS**

10.1 We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA.

- 10.2 You may only transfer your rights or obligations under this EULA to another person if we agree in writing.
- 10.3 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 10.4 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 10.5 This EULA, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction.

## **APPENDIX TO INSTAR SOCIAL EULA: TWITTER TERMS**

### **1 DEFINITIONS**

- 1.1 “**Aggregate Impressions Data**” means data measuring or counting individual impressions in an aggregate form in a particular category (e.g., time, demographic), from which Individual Impressions Data cannot be derived.
- 1.2 “**Basic Twitter TV Ratings**” means a subset of Premium Twitter TV Ratings, including at a minimum an abridged TV show ratings leaderboard, based on Twitter Content.
- 1.3 “**End Client Product**” means an authorized product based upon the output of Instar Social.
- 1.4 “**Impression or impression**” means a count of the number of times that Twitter logs a Tweet as having been seen by a Twitter user.
- 1.5 “**Impressions Data**” means, collectively, Individual Impressions Data and Aggregate Impressions Data.
- 1.6 “**Individual Impressions Data**” means data identifying and describing an individual impression of a Tweet.
- 1.7 “**Offline**” means on your company’s machines segmented from the rest of your network and not connected to the internet.
- 1.8 “**Premium Twitter TV Ratings**” means Kantar Media-owned end-user facing instantiation of the Twitter Content.
- 1.9 “**Twitter Content**” means Tweets, Twitter user objects, and all other Twitter data, tools or software provided by Twitter, including Impressions Data.
- 1.10 “**Twitter Promoted Products**” means Twitter promoted Tweets, promoted accounts, promoted trends, and any other promoted advertising products that Twitter may develop from time to time.

- 1.11 “**Twitter Service**” means the products and services made available by Twitter, which shall include, but not be limited to, the real-time information network known generally as “Twitter,” as well as any application programming interfaces available to access same.
- 1.12 “**Twitter TV Ratings**” means, collectively, the Basic Twitter TV Ratings and Premium Twitter TV Ratings.

## **2 TWITTER STANDARD TERMS**

- 2.1 You agree to comply at all times with:
- (a) all Twitter terms of service located at <https://dev.twitter.com/terms/api-terms> (“**Developer Rules of the Road**”);
  - (b) the Twitter branding requirements located at <https://twitter.com/logo>; and
  - (c) other posted guidelines and terms available at the following URL: <https://dev.twitter.com/doc>,  
including any amended versions published by Twitter from time to time.
- 2.2 The Twitter Privacy Policy located at <https://twitter.com/privacy> applies to any use by Twitter of any data relating to you.

## **3 CONSUMER DISPLAY USE**

- 3.1 Only Basic Twitter TV Ratings may be used for consumer display purposes, unless otherwise agreed in writing via Twitter exception approval. No other products (or derivations thereof) featuring Twitter Content may be used for consumer display purposes with the exception of limited display for marketing or promotional purposes.
- 3.2 Twitter reserves the right to deliver Twitter Promoted Products at Twitter’s discretion.

## **4 DISPLAY REQUIREMENTS**

- 4.1 The following requirements shall apply to the display and presentation of data derived from Twitter Content (except where otherwise outlined in this Agreement):

Attribution - data derived from Twitter Licensed Material should be marked with a clearly visible Twitter logo (from <https://twitter.com/logo>) in proximity to the data itself.

## **5 NON-TRANSFERRABLE CONTENT**

- 5.1 You may not provide any third parties with Twitter Content, including within Instar Social, via an API, bulk download or export features, or other transferrable means.

## **6 STORAGE**

- 6.1 You may only store public, non-deleted Tweets (or other related Twitter Content) that are necessary to actively support live use of Instar Social. You may not store, cache, or distribute any other Tweets for any length of time.

- 6.2 You may cache limited amounts of Twitter Content for the purpose of improving the performance of an End Client Product if done temporarily, securely, and in a manner that does not use or permit use of the Twitter Content outside of the End Client Product.
- 6.3 If you are permitted to make Twitter Content available to third parties, you may provide a spreadsheet or PDF files or other export functionality via non-programmatic means (e.g., a “save as” button), for up to 100,000 public Tweets and/or user objects (e.g., user IDs) per user per day. For the avoidance of doubt, exporting Twitter Content to a datastore as a service or other cloud-based service is not permitted.
- 6.4 You may not resyndicate, sublicense, or otherwise provide Twitter Content or derivative analysis of Twitter Content via an API to any third parties without prior written approval from Twitter, subject to Twitter Term 5 above.

## **7 IMPRESSIONS DATA USAGE**

- 7.1 You may store Aggregate Impressions Data and/or Individual Impressions Data during the Term on a rolling 1-year basis only for the purpose of calculating statistics per year, month, week, etc. With the exception of that use case, you may not store any Aggregate Impressions Data or Individual Impressions Data for any purpose or use case; all Impressions Data will be deleted by you within 24 hours.
- 7.2 You may not store any Aggregate Impressions Data or Individual Impressions Data Offline.
- 7.3 You shall employ measures at least as protective against unauthorized access to the Impressions Data as those employed by you for data of like nature, including personally identifiable end user data.
- 7.4 You will promptly notify Twitter of any unauthorized access or suspected unauthorized access to the Impressions Data in compliance with the law and industry standard breach notification procedures.
- 7.5 You may not attempt to reverse engineer the Twitter user ID hashes or otherwise identify impressed users.
- 7.6 Only Aggregate Impressions Data may be displayed within Twitter TV Ratings; no Individual Impressions Data may be displayed therein. For the avoidance of doubt, the Impressions Data may not be used for any other purpose, including in research, analytics, product development, machine learning, or any other derivative works, unless in direct support of the Twitter TV Ratings or as mutually agreed in writing.

## **8 NAMED LIST**

- 8.1 You may not engage in discussions regarding the provision of products and services derived from Twitter Content with any of the following parties (which list may be updated by Twitter from time to time), without prior written approval from Twitter: Facebook; Google; LinkedIn; Microsoft; Yahoo; Tuenti; Kakao Talk; VK; Line; WeChat.