



Reference No: Q-447184  
Cision US Inc.  
1 Prudential Plaza, 7th Floor  
130 E Randolph Street  
Chicago, IL 60601  
Tel: 312.922.2400  
Fax: 240.559.0892

10/18/2021  
Q-447184  
DURHA0002 109701

Margaret Pentrack  
CONVENTION & VISITORS BUREAU - DURHAM (NC)  
212 W Main St #101  
Durham NC, 27701

Dear Margaret,

Thank you for using our services. We value your business and hope to serve you for many years to come. Your subscription is due for renewal.

To ensure timely processing of your renewal please note the following requirements:

- You must electronically sign this agreement before your quote expired.
- If you are paying by invoice and require a purchase order number on your invoice, your P.O. number must be provided. Failure to provide such information acknowledges that no P.O. number is required. Please review our P.O. statement for full details.

If you have any questions please call me at or send an email to [brian.kovach@cision.com](mailto:brian.kovach@cision.com). Again, thank you for your business and we look forward to continuing to work with you.

Sincerely,

Brian Kovach  
[brian.kovach@cision.com](mailto:brian.kovach@cision.com)

## Order Form

Reference No: Q-447184

Salesperson: Brian Kovach, brian.kovach@cision.com

Created: October 18, 2021

Quote Expiration: October 28, 2021

This Order Form ("Order Form") is entered into and effective as of the date of the Client's signature below, between Cision US Inc. with its principal place of business at 130 E. Randolph Street, 7th Floor, Chicago, IL 60601 ("Company") and CONVENTION & VISITORS BUREAU - DURHAM (NC) with its principal place of business at 212 W Main St #101, Durham, NC 27701 USA ("Client"). This Order Form is governed by the master agreement entered into by and between Company and Client indicated above at the MSA Signed On Date, or if no date is indicated, then by the General Terms and Conditions at <https://www.cision.com/us/legal/>, which is hereby incorporated by reference (the "Terms") (collectively, the Order Form and Terms shall form the "Agreement"). Capitalized terms used in this Order Form shall have the meaning assigned to them in the Terms, unless otherwise defined herein. In the event of any conflict or discrepancy between the Terms and this Order Form, the Order Form shall control.

## Shipping Information

SHIPPING INFORMATION ON FILE	INDICATE CHANGES TO SHIPPING INFORMATION
Client: CONVENTION & VISITORS BUREAU - DURHAM (NC)	
Shipping Address: 212 W Main St #101 Durham NC, 27701	Shipping Street Address: City: State: Zip: Country:
Name: Margaret Pentrack	First Name: Last Name:
Phone: 9196808326	Phone:
E-mail: mapentrack@durham-cvb.com	E-mail:

## Billing Information

BILLING INFORMATION ON FILE	INDICATE CHANGES TO BILLING INFORMATION
Client: CONVENTION & VISITORS BUREAU - DURHAM (NC)	This is a residential address.
Billing Address: 212 W Main St #101, Durham, NC 27701 USA	Billing Street Address: City: State: Zip: Country:
Invoice Contact Name: Margaret Pentrack	Invoice Contact Name:
Invoice Contact Phone: 9196808326	Invoice Contact Phone:
Invoice Contact E-mail: mapentrack@durham-cvb.com	Invoice Contact E-mail: ap@discoverdurham.com

## SERVICES

Quantity	Service(s) Ordered	Service Term
1	Cision Comms Cloud - North America Influencer Database	2/1/2022 - 1/31/2023
1	Influencer Module	2/1/2022 - 1/31/2023
1	Email Campaigns	2/1/2022 - 1/31/2023
1	HARO within Cision Communication Cloud	2/1/2022 - 1/31/2023
1	News OnDemand: Online, AP & LexisNexis Print Monitoring North America	2/1/2022 - 1/31/2023
1	News OnDemand Royalty Fee	2/1/2022 - 1/31/2023
1	News OnDemand: Upgrade to International monitoring	2/1/2022 - 1/31/2023
1	News OnDemand: Streams	2/1/2022 - 1/31/2023
1	Analytics: Advanced with Prominence Reporting	2/1/2022 - 1/31/2023
1	Analytics: Automatic Toning	2/1/2022 - 1/31/2023
1	Social Media Monitoring: Up to 120,000 results per year	2/1/2022 - 1/31/2023

## PRICING\*

Total Fees	\$29,800.00
Discount	(\$22,515.00)
Total	\$7,285.00

\* Note: The Prices above do not include taxes and travel expenses. Taxes are charged based on the state listed in the Shipping Information section above. Invoices will reflect any such taxes collected or any pre-approved travel expense amounts.

## Payment Information

Total Agreement Amount: \$7,285.00

Payment Plan: Quarterly

Installment Amount: \$1,821.25

*This payment plan consists of 4 equal invoiced payments totaling the amount of the contract (plus applicable sales tax and handling fee). The first invoice will be generated at the time the contract is received and processed; the subsequent invoices will be generated on the same day, three months apart.*

Payment Type: Invoice

Payment Terms: Net 30. Invoices shall be delivered via email to the "Invoice Contact E-mail" in the billing Information section above.

## Client Information

Are you Tax Exempt? If yes, please check here \_\_\_\_\_

*If your organization is tax exempt, we require a valid tax exemption certificate from your state. Please email a copy of your certificate to your sales representative. We will not be able to process your order until this certificate has been received.*

Are you a government entity? If so, which level:

If your organization requires a P.O. number on invoices issued by Company, please provide the P.O. number below. Failure to provide such information acknowledges that no P.O. number is required and all invoices will be paid in accordance with the Agreement.

P.O. Number \_\_\_\_\_

## System Manager

Please provide contact information for the person who will manage your system.

Name: Margaret Pentrack

Email Address: mapentrack@discoverdurham.com

## Product Overview

The following products are included in this Order Form:

### Cision Comms Cloud - North America Influencer Database

Access to our North American media contacts, outlets and editorial opportunities for one user. Provides premium pitching tips including preferred contact methods, topics of interest, biographical information and personal pet peeves.

### Influencer Module

Access to blogs, bloggers and Influencer Search functionality

### Email Campaigns

Additional email tracking functionality including reader interaction statistics and automated activity tracking.

### HARO within Cision Communication Cloud

Access to real-time media opportunities, straight from journalists, on a deadline needing a source.

### News OnDemand: Online, AP & LexisNexis Print Monitoring North America

Coverage of nearly 10,000 North American print sources of newspapers, magazines, trade/business journals and newsletters from the LexisNexis library as well as tens of thousands of North American news websites and the Associated Press. For agencies this package includes up to 5 clients.

### News OnDemand Royalty Fee

Royalty fees for online content.

### News OnDemand: Upgrade to International monitoring

Upgrade your News OnDemand package to international content.

### News OnDemand: Streams

An easy-to-use dashboard that enables you to quickly monitor and share news, and directly engage with influencers.

### Analytics: Advanced with Prominence Reporting

Advanced charting and analytics that allows you to analyze news based on custom categories including company, message, product, spokesperson or brand. Also includes impact and prominence scoring of articles.

### Analytics: Automatic Toning

Automated toning of articles on a three point scale

### Social Media Monitoring: Up to 120,000 results per year

Monitor millions of blogs, social media sites and Twitter. Limit of up to 120,000 Twitter hits per year.

## Special Terms

Notwithstanding anything to the contrary in the General Terms and Conditions, the fees for each renewal period shall automatically increase by 5.00% unless (1) the pricing in the prior Service Term was promotional or one-time; (2) different and/or additional services are involved; or (3) unless otherwise agreed to by the Parties in an Order Form. Discounts may not carry over from year to year.

Notwithstanding anything to the contrary in the General Terms and Conditions, this Order Form will automatically renew for additional periods equal to the expiring Service Term or one (1) year (whichever is shorter), unless either Party gives the other written notice of non-renewal at least 90 days before the end of the then-current Service Term.

{Signature page follows}

Signed by each Party's authorized representative.

Cision US Inc.

DocuSigned by:  
*Norman Arguello*  
443C9FEAA12440B...  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

CONVENTION & VISITORS BUREAU -  
DURHAM (NC)

DocuSigned by:  
*Parmod Chandna*  
61153E160FB24BD...  
\_\_\_\_\_  
Signature

Parmod Chandna  
\_\_\_\_\_  
Printed Name

10/19/2021  
\_\_\_\_\_  
Date

## ADDENDUM TO MASTER SERVICES AGREEMENT

Client has previously entered into a Master Services Agreement, Master Subscription Agreement or Subscription Agreement (the "MSA") and Order Form(s) pursuant to which Cision US Inc. ("Company") provides certain Services (Client may be referred to as "Customer" in the MSA). The below terms are incorporated into the MSA as if specifically set forth therein in relation to the provision of certain Services by Company or its Affiliates. Except as specifically provided herein, all other terms and conditions contained in the MSA shall remain in full force and effect. Any capitalized term used in this Addendum and not defined herein shall have the meaning set forth in the MSA.

1. **YouTube Data.** Certain Database Data and Materials may be provided by YouTube ("YouTube Data"), and by using such YouTube Data, Client agrees to be bound by the YouTube Terms of Service located at <https://www.youtube.com/t/terms> or such other terms that Client has entered into with YouTube directly ("YouTube TOS"). Company may immediately terminate Client's access to and continued retention of YouTube Data if Company or YouTube reasonably believes that Client is not in compliance with the YouTube TOS.
2. **Social Media Monitoring.** Company may provide social media monitoring services within the Services. Social media monitoring charges consist of a fixed fee based on the number of media categories that Company tracks and Client's article volume. This fee is tiered based on the Parties' agreed estimate of Client's usage. Company reserves the right to conduct periodic actual usage audits to determine Client's actual volume. If Client's audited volume exceeds the tier applicable to its usage, Company will invoice Client for the overage amounts and/or Company will cease providing content above such volume. Company may need administrative access to Client's social media platform(s) in order to provide social media monitoring services. Certain content may be provided by YouTube ("YouTube Data"), and by using such YouTube Data, Client agrees to be bound by the YouTube Terms of Service located at <https://www.youtube.com/t/terms> or such other terms that Client has entered into with YouTube directly ("YouTube TOS"). Company may immediately terminate Client's access to and continued retention of YouTube Data if Company or YouTube reasonably believes that Client is not in compliance with the YouTube TOS.
3. **Influencer Data.** Client acknowledges that it may receive influencer contact details and other personal information from Cision as part of Company Data, and that it may use those details to contact influencers. To ensure that appropriate privacy information is made available to influencers, Client will identify Cision as a source of personal data in Client's publicly facing privacy policy and will provide a link to Cision's privacy policy at [www.cision.com/us/legal/privacy-policy/](http://www.cision.com/us/legal/privacy-policy/). Such notice will take substantially the following form: "[Client] obtains contact details and other personal information regarding media contacts and influencers from a variety of sources including Cision. If you wish to know more about how such information is collected and used, please refer to Cision's privacy notice at [www.cision.com/us/legal/privacy-policy/](http://www.cision.com/us/legal/privacy-policy/)."
4. **Blind Data.** Company may collect, develop, create, extract, compile, synthesize, analyze and commercialize statistics, benchmarks, measures and other information based on Aggregated Data (collectively, "Blind Data"). Blind Data will be owned solely by Company and may be used for any lawful business purpose. "Aggregated Data" means Client Data that is: (i) anonymized and not identifiable to any person or entity; (ii) combined with the data of other clients or additional data sources; and (iii) presented in a way which does not reveal Client's identity.
5. **Cision Impact.** Client may purchase Cision Impact Reports, which Company may provide either as a managed service or via the Platform. Cision Impact Reports measure the reach and impact of earned media, press releases, and other corporate communications, as directed by the Client and set forth in an Order Form.
  - a. For the "Earned" variant of Cision Impact, Company will track an agreed upon number of URLs to be sourced via the Monitoring Service. Fees for the Earned variant of Cision Impact are calculated on the basis of a fixed rate and the number of URLs that Company tracks, as set forth in an Order Form. This fee is based on the Parties' agreed estimate of Client's usage. Company may conduct periodic actual usage audits to determine Client's actual volume. If Client's audited volume exceeds the tier applicable to its usage, Company will cease providing Content above such volume, and will endeavor to provide the most relevant Content within the contracted volume band. Any URLs or search terms provided by Client to enable Earned Impact are considered "Client Data".
  - b. For the "Placed" variant of Cision Impact, Company will track Client's press releases distributed via the Distribution Services. Fees for the Placed variant of Cision Impact services are calculated on the basis of a fixed rate and the number of Releases authored by Client and distributed via the Distribution Services. This fee is based on the Parties' agreed estimate of Client's usage. Company may conduct periodic actual usage audits to determine Client's actual volume. If Client's audited volume exceeds or is anticipated to exceed the tier applicable to its usage, Company will cease providing Content above such volume, and will endeavor to provide the most relevant Content within the contracted volume band unless the Parties agree to increase the Client's applicable volume band.
  - c. In addition to the Earned and Placed variants of Cision Impact, Client may also order "Conversion" events, which are website metrics that enhance the results of either Earned or Placed Impact. To enable Client website(s) conversion events and visitation metrics in Cision Impact, Company may provide to Client JavaScript code, object code, or other code to implement within Client's website properties ("Distributed Code"). Company grants Client, during the Service Term, a non-transferable, non-exclusive license to install, implement, and use the Distributed Code on Client sites. Client retains complete control over the installation and configuration of Distributed Code on each Client site and therefore Client, and not Company, is responsible for any and all loss or damages related to or resulting from the installation, implementation, or use of the Distributed Code. Following the termination or

expiration of this Agreement or any Service Term for Cision Impact, Client must remove and delete all copies of the Distributed Code. The term "Platform" includes Distributed Code.

d. CISION IMPACT SERVICES, REPORTS FROM CISION IMPACT SERVICES, AND DISTRIBUTED CODE ARE PROVIDED "AS-IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT. SPECIFICALLY, COMPANY DOES NOT WARRANT THAT THE CISION IMPACT SERVICES, REPORTS FROM CISION IMPACT SERVICES, OR DISTRIBUTED CODE WILL BE ERROR FREE, COMPLETELY SECURE, OR OPERATE WITHOUT INTERRUPTION.

6. Audience Segment Services. "Audience Segment Services" means the Services by which Company creates a dataset comprised of aggregated and anonymized data of individuals who have liked, posted, shared, viewed or otherwise engaged with Client Data or Third-Party Content via the Cision Impact Services noted above. Each data point within the dataset is a unique, blind, non-identifiable, alphanumeric value known as a "CisionID." A group of CisionIDs is called an "Audience." Neither CisionIDs nor Audiences are personally identifiable.

a. Client may license Audiences either on a subscription basis or on a one-time basis, as noted on an Order Form, with the number of CisionIDs within each Audience specified as well. If licensed on a subscription basis, Client will receive enrichments and enhancements to the contracted CisionIDs as they are made available. In either event, Company grants Client a limited, non-exclusive, revocable, non-transferable (other than as set forth in this Agreement), non-sublicensable right to use the CisionIDs for paid retargeting campaigns and management of audience targeting.

b. CisionIDs and Audiences are "Company Data" as defined in the MSA, and all restrictions related to usage of Company Data and Content in the MSA apply to CisionIDs and Audiences as well. In addition, Client is prohibited from using CisionIDs or Audiences to identify, re-identify, or directly contact any individual, or attempting to do any of the aforementioned.

c. Fees for the provision of Audiences of CisionIDs may be twofold. First, and in all cases, fees are calculated on the basis of a fixed rate and the number of CisionIDs provided, as set forth in an Order Form or SOW, which will be billed up-front (the "CisionID Fee"). Activation of each CisionID for paid retargeting will incur the additional fees (including but not limited to a CPM, paid media platform fee, and/or cost of media) noted on an Order Form or SOW (the "Activation Fees"). Every activation of each CisionID will incur Activation Fees, so if an individual CisionID, or group of CisionIDs within an Audience, is used for multiple campaigns, there will be multiple activations, and therefore multiple Activation Fees on a single CisionID or group of CisionIDs. These Activation Fees will be invoiced on this basis only after activation.

d. If requested by Client, Company may assist Client with activation of CisionIDs for paid retargeting campaigns via Company's third-party partner. If elected, this will be noted on Client's Order Form and/or SOW. If Client requests, Company may also provide the Audience resulting from Audience Segment Services to Client via Client's Data Management Platform ("DMP") or Demand Side Platform ("DSP"). In such case, Client will (i) promptly identify and provide Company with contact information for Client's DMP or DSP, and (ii) use the Audience Segment Services solely for Client's internal business purposes and in accordance with applicable Privacy Laws. In addition to the restrictions set forth in Section 5.4(C) above, Client agrees that it will not, and will not permit any other party to: (1) use the Audience(s) for or on behalf of any third party; or (2) provide any third party, other than Client's DMP or DSP, access to the Audience or information, materials or Documentation related to the Audience. Upon termination or expiration of this Agreement for any reason, Client will promptly delete the Audience and all data related to or derived from the Audience Segment Services, including that held by Client's DMP or DSP. "Privacy Laws" mean all laws, self-regulatory principles and codes of conduct governing the receipt, collection, compilation, use, storage, processing, sharing, safeguarding, security, disclosure or transfer of personal information, including those issued by the Network Advertising Initiative and the Digital Advertising Alliance.

e. If requested by Client and noted on an Order Form and/or SOW, Company can also use the Audiences to perform professional services to measure the effectiveness of Client's earned media campaigns. Such services are performed at Client's direction using Audiences and/or using Client Data, all as set forth in an Order Form and/or SOW. Fees for professional services related to Audiences are noted on an Order Form and/or SOW. The end result of these professional services is the provision of either (i) raw data (provided as an Excel file or BI Table), (ii) a Report to Client by Company or a third party provider, as a PDF file or (iii) visualizations available as one or more, near real-time dashboards made available to Client via the Platform, with the particular delivery method as more particularly set forth in an Order Form and/or SOW.

## 7. IMAGEIQ™

a. As an enhancement to the Media Monitoring Services, Company may provide, if and as ordered, either physical Reports or dashboards available through the Platform, which measure the reach and impact of certain images (the "ImageIQ Services"). The ImageIQ Services are designed to enable Clients to collect, measure and analyze data related to the use and distribution of images across the internet. Images are either provided by Client or identified by Client to Company and retrieved by Company, and all such images are considered Client Data hereunder. Fees for ImageIQ Services, if any, are stated on an Order Form and based on the modules or capabilities enabled.

b. Company may need administrative access to Client's social media platform(s) in order to provide the ImageIQ Services, and Client agrees to provide such access, if required and requested by Company. Client remains responsible for compliance with the terms of use or terms of service for any and all social media platforms utilized in the provision of the ImageIQ Services.



Signed by each Party's authorized representative.

Cision US Inc.

DocuSigned by:  
*Norman Arguello*  
443C9FEAA12440B...  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

CONVENTION & VISITORS BUREAU -  
DURHAM (NC)  
DocuSigned by:  
*Parmod Chandna*  
61153E160FB24BD...  
\_\_\_\_\_  
Signature

Parmod Chandna  
\_\_\_\_\_  
Printed Name

10/19/2021  
\_\_\_\_\_  
Date