

3Play Media Services Machine Learning Consent

This 3Play Media Services Machine Learning Consent (the "ML Consent") is incorporated into and forms part of the terms of use of Granicus products and services ("Products") entered into between your organization ("Client") and Granicus LLC and its affiliates and subsidiaries ("Granicus"). This ML Consent sets forth additional terms and conditions regarding 3Play Media's processing of Client's Source Material.

1. Client grants 3Play Media a non-exclusive, worldwide, royalty-free right to process, analyze, and run the Source Materials and Deliverables, as defined below, through speech recognition and other artificial intelligence or machine learning models (in their original form but with an anonymized file name) in order to provide, maintain, secure, and improve the performance, accuracy, and efficiency of 3Play Media services.

- a. "Deliverables" means any transcript, caption, or other output files created using the Source Materials in the performance of the Services and delivered to Client by 3Play Media or its Affiliates.
- b. "Source Materials" means all videos, media, audio lines, video feed, content, files, data and other materials provided by Client to 3Play Media or its Affiliates for use in connection with the Services, that are submitted via the 3Play Media Portal or otherwise provided to 3Play Media or its Affiliates.

2. For the avoidance of doubt, Client acknowledges that the 3 Play models may use outputs from such processing (including speech-to-text results and derived metadata) to train, tune, or otherwise improve 3Play Media services ("Machine Learning"), and that any such Machine Learning cannot be "unlearned." 3Play Media will not attempt to re-identify Source Materials or Deliverables from anonymized or aggregated data and will not disclose Client's Source Materials or Deliverables to third parties except to Subprocessors engaged under this Agreement or as required by Law.

3. Client expressly consents to the Machine Learning processing described herein ; (b) Client represents and warrants that such use and processing of the Source Materials and Deliverables is permitted under applicable laws, regulations, directives, agency policies, records schedules, and procurement terms (including, as applicable, privacy, confidentiality, classification, data residency, records retention, and Freedom of Information Act or similar public records requirements); and (c) Client will not provide, and 3Play Media has no obligation to process, any information that Client is prohibited from exposing to commercial artificial intelligence or Machine Learning processing.

4. Upon written request from Client, 3Play Media will: (i) identify the categories of models and Subprocessors used for the processing described above; (ii) confirm whether models are hosted by 3Play Media or third parties; and (iii) provide a description of applicable technical and organizational measures reasonably designed to protect Source Materials and Deliverables during processing, including access controls, encryption-in- transit and at-rest (where applicable), logging, and segregation.

5. Nothing in this Section grants 3Play Media ownership of the Source Materials or Deliverables; however, 3Play Media may own and freely use the Machine Learning and any Aggregated/De-Identified Data derived from processing the Source Materials or Deliverables, provided such data does not identify Customer or any individual. This Section survives termination or expiration of the Agreement to the extent necessary to permit continued use of Machine Learning already incorporated into 3Play Media's models.