

STORYSTREAM PLATFORM - TERMS AND CONDITIONS (FOR BRANDWATCH CUSTOMERS) ("TERMS")

v.Feb 2023

1. Interpretation**1.1** The following definitions apply in the Agreement:

- (a) Overall Agreement: the MSA (to the extent expressly applicable to the Resold Services), the Order, these Terms, the DPA, and any other agreed Annexes.
- (b) Affiliate: any company that controls, is controlled by, or is under common control with a party.
- (c) Authorised Users: the maximum number of Customer or Customer Affiliate employees or independent contractors who may access and use the Platform on Customer's behalf, as agreed in the Order, or otherwise in writing between the parties.
- (d) Brandwatch: the Brandwatch Affiliate identified in the MSA.
- (e) Content: Customer Content and Third-Party Content.
- (f) Customer: the party contracting for the Resold Services, as named in the Order.
- (g) Customer Content: any materials provided to StoryStream by or on behalf of Customer.
- (h) DPA: the StoryStream DPA attached to these Terms.
- (i) Effective Date: as specified in the Order or otherwise the date upon which Customer is granted access to the Platform.
- (j) Fees: the fees payable by Customer for the Resold Services, as set out in the Order.
- (k) Intellectual Property Rights: all copyright and related rights, patents, rights to inventions, trademarks, trade, business and domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how, methodologies and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and all similar or equivalent rights or forms of protection.
- (l) MSA: the Master Subscription Agreement between Brandwatch and Customer.
- (m) Order: the Brandwatch order form for the Resold Services to which these Terms are attached or incorporated.
- (n) Platform: the proprietary online software as a service application known as StoryStream as described in more detail in the Order (excluding Content).
- (o) Resold Services: the services to be provided by StoryStream and resold to Customer by Brandwatch, as set out in the Order or otherwise agreed in writing, as further described in Section 2 of these Terms.
- (p) StoryStream: Qubeeo Limited t/a StoryStream.
- (q) StoryStream Code: any "widget" or code provided by StoryStream for the purpose of displaying selected Content or links on a Customer website, a third-party website, or a physical screen.
- (r) Term: the Initial Term and Renewal Term(s) (if any) set out in the Order.
- (s) Third Party Content: any content of a third party, including user-generated content provided over a social network, which is published, communicated or reproduced through the Platform or using the StoryStream Code.

1.2 If there is a conflict between provisions in different parts of the Overall Agreement, the following order of precedence shall apply: (i) the Order; (ii) the Data Processing Agreement; (iii) the MSA (in relation to payments); (iv) these Terms; and (v) any other agreed Annexes.

2. Resold Services

- 2.1 Subject to the terms of the Agreement and to any agreed territory, domain, quantities or other limitations set out in the Order, StoryStream will provide the Resold Services to Customer which may comprise all or some of the following:
- (a) access to and use of the Platform, and associated documentation made available by StoryStream for this purpose, by Authorised Users;
 - (b) a licence to use the StoryStream Code for the purpose of publishing, communicating or reproducing Content and/or links on websites or physical screens;
 - (c) any support or development services as expressly set out in the Order; and
 - (d) any additional services, which shall be set out in writing in a separate statement of work or Order, and which shall be subject to these Terms and any other terms agreed expressly in relation to them.
- 2.2 Customer shall not sublicense or transfer any of its rights under the Agreement or use any of the Resold Services to: (a) provide services to third parties (except where Customer is an agency in which case the Resold Services may be used to support Customer's own services to its clients); or (b) build a product or service which competes with StoryStream's business.
- 2.3 Customer Affiliates may also use the Services to the extent expressly identified, and subject to any restrictions set out, in an Order.
- 2.4 Where the Resold Services involve the processing of any personal data by StoryStream on Customer's behalf, such processing shall be governed in addition by the provisions of the DPA (and not the Brandwatch Data Processing Addendum).

3. Authorised Users

- 3.1 Customer's access to the Platform shall be limited to Authorised Users, as nominated or replaced by Customer from time to time, who will be allocated a username and password by StoryStream.
- 3.2 Customer shall, and shall ensure that each Authorised User shall: (a) keep usernames and passwords confidential; (b) use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform; and (c) notify StoryStream promptly of any such unauthorised access or use. StoryStream shall not be liable for any loss or damage suffered by Customer or any third party due to any failure to comply with the provisions of this Section.

4. Charges and Payment

- 4.1 Invoicing and payments shall be governed by the provisions of the Order and the MSA.
- 4.2 In addition to StoryStream's other rights or remedies, if Customer fails to make any payment in respect of the Platform or Resold Services, StoryStream may suspend Customer's access to the Platform and/or the provision of any Resold Services until all overdue payments are made in full.

5. Term and Termination

- 5.1 Provision of the Resold Services shall commence on the Effective Date and shall continue in effect for the Term.
- 5.2 The Order can be terminated early by written notice by a party if the other party:
- (a) is in material breach of the Agreement, and if such breach is remediable, fails to remedy such breach within 30 days of a written request to do so; or

- (b) ceases trading (or threatens to cease trading), has an administrator or liquidator or any similar figure appointed, is the subject of a winding up or bankruptcy petition or order, makes any arrangement with its creditors for the payment of its debts, is incapable of paying its debts as they fall due, or in general becomes insolvent under applicable law.
- 5.3 In addition to any other rights StoryStream may have, StoryStream may remove any Customer Content from the Resold Services and/or suspend (in whole or in part) provision of the Resold Services if StoryStream has reasonable grounds to suspect that such Customer Content:
 - (a) is unlawful, illegal or relates to unlawful or illegal activities;
 - (b) infringes any person's rights, including rights of privacy, confidentiality or any Intellectual Property Rights; or
 - (c) is defamatory, libellous or malicious.
- 5.4 On termination of the Order for any reason:
 - (a) Customer shall immediately cease use of the Platform and Resold Services;
 - (b) all licences to use the StoryStream Code shall terminate; and
 - (c) all outstanding Fees shall immediately become due and payable.
- 5.5 The accrued rights and remedies of the parties, and any provisions of the Overall Agreement that from their context are intended to survive, shall survive termination of the Order for any reason.
- 5.6 Where, under these Terms, either party is entitled to terminate the Order, then written notice given by such party to the other party shall be effective to terminate the Order. Termination of the Order shall not of itself affect any other services provided under the MSA or any other order between Customer and Brandwatch.

6. Intellectual Property Rights

- 6.1 StoryStream and/or its licensors own all Intellectual Property Rights in the Platform, its documentation, the StoryStream Code, and all associated technology and software.
- 6.2 StoryStream does not grant Customer any Intellectual Property Rights in respect of the Platform, documentation, technology or software, the StoryStream Code, or any related content or materials, except as expressly provided in the Agreement.
- 6.3 Where Customer is authorised to use StoryStream Code, StoryStream grants to Customer a non-exclusive, non-transferable, royalty-free licence to use the StoryStream Code for the authorised purpose, subject to the territories, number of implementations, and other limitations set out in the Order.
- 6.4 StoryStream warrants that the Platform and StoryStream Code, where used by Customer in accordance with the Agreement and documentation: (a) so far as StoryStream is aware, will not infringe the patent rights of any third party; and (b) will not infringe any other Intellectual Property Rights of any third party.
- 6.5 If any Resold Services become, or in StoryStream's opinion are likely to become, the subject of an infringement action or an action that is likely to prevent Customer from using the Resold Services, and such action is not attributable to Customer Content, services other than the Resold Services, or to Customer's misuse of the Resold Services, then StoryStream shall, at StoryStream's option and expense, and as Customer's exclusive remedy in relation to such action: (a) procure for Customer the right to continue using the Resold Services; or (b) replace or modify such Resold Services so that they become non-infringing; or (c) terminate the Order.

- 6.6 Customer shall not and shall not permit others to, modify, adapt, create derivative works from, deconstruct, reverse engineer, decompile or disassemble the Platform or the StoryStream Code or any part of it, except to the extent expressly permitted by applicable law.
- 6.7 Customer hereby grants StoryStream a royalty-free, non-exclusive, non-transferable and sublicensable licence to store and use the Customer Content to the extent necessary to provide the Resold Services.
- 6.8 Customer warrants that Customer and/or its licensors have all necessary Intellectual Property Rights in Customer Content and that StoryStream's storage and use of Customer Content in accordance with the Agreement will not infringe the Intellectual Property Rights of any third party.
- 6.9 StoryStream shall be entitled to collect, extract, analyse and use data resulting from Customer's use of the Resold Services for improvement of the Resold Services, provided such use must be in aggregated and anonymised form and without using any Customer Personal Data, Customer Content or Customer Confidential Information.

7. Social Networks

- 7.1 Where StoryStream and/or a social network authorises Customer to incorporate Content or links using StoryStream Code for public display on a website or screen, additional terms may apply to such incorporation as notified to Customer by StoryStream.
- 7.2 Customer's access or posting of Content to social network services via or in connection with the Platform remain subject to each social network's applicable service terms in force at the material time.

8. Content

- 8.1 Customer acknowledges that Third-Party Content is provided by the relevant third parties and/or social networks and that StoryStream shall not have any responsibility for it or be required to monitor it, save as provided under applicable law, or as expressly agreed in writing between the parties.
- 8.2 Any Intellectual Property Rights in Third-Party Content remain with their owners or licensors.
- 8.3 Customer shall inform StoryStream where Customer has actual knowledge, awareness or suspicion that any Content:
 - (a) is unlawful, illegal or relates to unlawful or illegal activities;
 - (b) infringes any other person's rights, including rights of privacy, confidentiality or any Intellectual Property Rights; or
 - (c) is defamatory, libellous or malicious;
 and act expeditiously to unpublish, remove, or disable access to that Content.

9. Confidentiality / Promotion

- 9.1 "Confidential Information" means any information that is clearly labelled or identified as confidential or ought reasonably to be understood as being confidential, and for the avoidance of doubt includes all technical, commercial or financial know how, inventions, methodologies, concepts, business plans; in the case of Customer the Customer Content; and in the case of StoryStream the Platform, the StoryStream Code, and associated documentation, technology and software.

- 9.2 Confidential Information excludes any information which:
- (a) is or becomes publicly known other than through a breach of the Agreement or other obligation of confidentiality (except for compilations of otherwise public information in a form not publicly known);
 - (b) was in the receiving party's lawful possession before receipt from the other party;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - (d) is independently developed by the receiving party.
- 9.3 Each party shall keep the other's Confidential Information confidential, applying no less than reasonable security measures, and not make the other's Confidential Information available to any third party, except to its Affiliates, professional advisors or independent contractors that need to know it in connection with the Agreement and are subject to an equivalent duty of confidentiality. Neither party shall use the other's Confidential Information for any purpose other than performance of its obligations or exercise of its rights under the Agreement.
- 9.4 Where any Confidential Information of the other party is required to be disclosed by law, or order of a court, regulatory or administrative body, then the receiving party may comply with such requirements, but, unless prevented by applicable law, shall first notify the other party as soon as practicable with a view to allowing the other party to seek a protective order.
- 9.5 On request from the disclosing party at any time during the Term or following the termination of the Agreement, the receiving party shall return or, at the option of the disclosing party, destroy Confidential Information of the disclosing party in accordance with such request. Any information required to be retained by law or stored in back-up systems shall be used for no other purpose and deleted as soon as practicable.
- 9.6 This Section 9 shall survive termination of the Agreement.
- 9.7 Each of the parties may refer to the other party as its customer or supplier (as applicable) on its websites, in its marketing materials and in negotiations with third parties, unless notified otherwise by the other party.

10. Warranties

- 10.1 StoryStream warrants that it: (a) will provide the Resold Services using reasonable care and skill; (b) has all necessary rights to grant to the Customer the right to use the Platform and StoryStream Code as set out in the Agreement; (c) takes measures in accordance with StoryStream's ISO certification to avoid viruses and other malicious code within the Platform; and (d) in providing the Resold Services will comply with all applicable laws and regulations (including data protection and anti-bribery and corruption laws).
- 10.2 Except as expressly set out in these Terms, and to the maximum extent permissible under applicable law, the Resold Services are provided 'as is' and all other terms that might otherwise be implied are hereby excluded, in relation to the Resold Services, their use by or on behalf of Customer, and the results of such use.
- 10.3 Customer warrants that its use of the Resold Services will not infringe any applicable law or regulation (including data protection and anti-bribery and corruption laws), the terms of use of any social network in force from time to time, or any terms applicable to use of Content.

11. Limitation Of Liability

- 11.1 Nothing in the Agreement limits or excludes the liability of a party for:

- (a) death or personal injury caused by such party's negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other matter to the extent such liability may not be limited or excluded under applicable law.
- 11.2 Subject to Section 11.1, neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), indemnity, or otherwise, for any:
- (a) economic losses (e.g. loss of revenues, profits, contracts, business or anticipated savings);
 - (b) loss of goodwill or reputation;
 - (c) damage to any device or digital content; or
 - (d) indirect losses,
- arising out of or in connection with the Overall Agreement, the Platform, or any Resold Services.
- 11.3 StoryStream will indemnify the Customer and Customer Affiliates for losses arising out of: (i) a third party claim against Customer or any Customer Affiliate that use of the Resold Services (excluding any Content) infringes the intellectual property rights of such third party.
- 11.4 Subject to Sections 11.1 and 11.2, each party's aggregate liability for all claims arising in any way out of or in connection with the Agreement, the Platform and Resold Services, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), indemnity, or otherwise, shall be limited to the annualized Fees paid or payable by Customer under the relevant Order.
- 11.5 A party must take reasonable steps to minimise and, if possible, avoid any loss and damage which it seeks to be indemnified for or otherwise claim from the other party under or in connection with the Agreement.

12. Force Majeure

No party shall be in breach of the Order or liable for any failure to perform its obligations under the Order if that failure is a result of circumstances beyond its reasonable control, including any act or omission of a social network (a "Force Majeure Event"). If a Force Majeure Event continues for a continuous period of two months, the unaffected party may terminate the Order by giving thirty days' written notice to the other party.

13. General

- 13.1 No failure or delay by a party in exercising any right under the Overall Agreement will operate as a waiver, and a waiver of any right shall only be effective if it is in writing.
- 13.2 If any provision of the Overall Agreement is found to be invalid, unenforceable or illegal, this shall not affect the validity and enforceability of the rest of the Overall Agreement and it shall be deemed modified to the extent necessary to make it valid, legal and enforceable or, if such modification is not possible, deleted.
- 13.3 The Overall Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, representations and arrangements (either oral or written) with regard to its subject matter. Any terms separately proposed or presented by Customer are hereby excluded, unless expressly agreed to in writing by StoryStream.
- 13.4 The Overall Agreement may only be amended or supplemented in writing executed by an authorised representative of each party.

- 13.5 Either party may assign or novate its rights or obligations or the Order to one of its Affiliates (without affecting any agreed domain, territory, or other limitations set out in the Order), or to a purchaser of its business to which the Agreement relates.
- 13.6 Except for Brandwatch and, as expressly provided in these Terms, Customer Affiliates, no person who is not a party to the Order shall derive any rights from or be entitled to enforce any provision of the Order.

14. Governing Law And Jurisdiction

These Terms and the provision of the Resold Services shall be governed by, and construed in accordance with, English law and the parties hereby submit to the exclusive jurisdiction of the English Courts in relation to any dispute arising out of or in connection with them. However, either party shall be entitled to bring proceedings in any other jurisdiction in order to protect such party's Confidential Information, Intellectual Property Rights or personal data.

STORYSTREAM - DATA PROCESSING AGREEMENT (FOR BRANDWATCH CUSTOMERS) ("DPA")**1. Additional Definitions**

In addition to the definitions provided in the Terms, in this DPA, the following words have the following meanings:

- (a) Customer Personal Data: all personal data provided to StoryStream for processing by or on behalf of Customer or accessed or generated by StoryStream as Customer's processor in connection with the Resold Services;
- (b) Data Protection Legislation: means all national or international laws and regulations relating to the processing of personal data and privacy, in each case as amended, replaced or updated from time to time, to the extent applicable to the activities of each party, including without limitation: (a) the EU General Data Protection Regulation (2016/679) ("GDPR"); (b) national laws implementing, adapting, supplementing, or substituting the GDPR including without limitation the UK GDPR and the UK Data Protection Act 2018; (c) national laws implementing the Directive on Privacy and Electronic Communications (2002/58/EC); and (d) US State Laws including the California Consumer Privacy Act of 2018 and California Privacy Rights Act 2020 ("CCPA/CPRA");
- (c) Personal Data Breach: a breach of StoryStream's security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Personal Data;
- (d) Sub-processor: any third party that processes Customer Personal Data on behalf of StoryStream.

2. Roles of the parties

- 2.1 Each party shall comply with the Data Protection Legislation in carrying out its obligations under the Overall Agreement and providing and using the Platform and Resold Services.
- 2.2 Customer warrants that at all times it will have all required consents or other valid legal basis and all other rights required for the processing of Customer Personal Data within the Platform and its provision to StoryStream for such purposes.
- 2.3 Where StoryStream processes Customer Personal Data other than California Personal Information in the course of providing the Resold Services, the parties agree that for the purposes of the Data Protection Legislation Customer shall be the data controller and StoryStream shall be the data processor. Where Customer Personal Data is California Personal Information, then the provisions of Schedule 2 to this DPA shall apply.

3. Processing Activities

The scope, nature, and purpose of processing of Customer Personal Data foreseen by the parties are as set out in the Overall Agreement and in Schedule 1 to this DPA.

4. Customer's Instructions

- 4.1 Customer instructs StoryStream to process Customer Personal Data as required for the provision of the Resold Services and in accordance with the terms of the Overall Agreement, unless:
 - (a) StoryStream is required to process Customer Personal Data for another purpose under any law to which StoryStream is subject; or
 - (b) in StoryStream's opinion, any Customer instructions infringe or may infringe Data Protection Legislation.
- 4.2 In case of any issue falling under Section 4.1, StoryStream shall notify Customer as soon as reasonably practicable (unless applicable law prohibits this), including a description of the nature of the issue.

5. StoryStream's General Obligations

5.1 StoryStream, as processor of Customer Personal Data, shall:

- (a) keep Customer Personal Data confidential and process it only as required for the provision of the Resold Services and in accordance with the terms of the Overall Agreement and Customer's instructions;
- (b) ensure that StoryStream's employees, staff, workers and agents processing Customer Personal Data are subject to appropriate confidentiality obligations;
- (c) promptly pass any requests, complaints or any other communications relating to the processing of Customer Personal Data received directly from data subjects on to Customer;
- (d) provide appropriate technical and organisational measures and other reasonable assistance to support Customer in responding to requests for exercise of their rights by data subjects;
- (e) provide reasonable assistance to Customer in connection with Customer's obligations under Data Protection Legislation including in relation to security of processing, notification of a Personal Data Breach to a supervisory authority or to affected data subjects, data protection impact assessments, and prior consultations required to be made to supervisory authorities; and
- (f) enable Customer, at Customer's option, to delete or download Customer Personal Data during the Term or upon termination of the provision of the Resold Services. Where data is deleted, StoryStream shall delete all copies, unless applicable law requires storage of Customer Personal Data. StoryStream shall also delete back-up or archive copies as soon as practicable.

6. Data Security

6.1 StoryStream shall have and maintain in place security measures appropriate to the nature of the Customer Personal Data to prevent Personal Data Breaches, including as referred to in Schedule 1.

6.2 In the event of a Personal Data Breach, StoryStream shall notify Customer without undue delay (and in any event within forty-eight hours) after discovering the Personal Data Breach, with the known information regarding the Personal Data Breach. StoryStream will take steps to contain and prevent recurrence of the Personal Data Breach, and the parties will agree on any other reasonable further steps.

7. Sub-processors

7.1 Customer specifically authorises StoryStream to engage the sub-processors listed in Schedule 1 (Part B).

7.2 StoryStream shall inform Customer of any intended addition or replacement of any sub-processors. Customer shall have the right to object to any such changes on reasonable grounds. Customer must notify StoryStream of such objection in writing within five business days of being informed of the change, in which case the parties shall agree reasonable steps to resolve Customer's objections.

7.3 StoryStream shall ensure that the arrangement between StoryStream and each sub-processor is governed by a written contract including data protection obligations reasonably equivalent to those in this DPA and as required by Data Protection Legislation.

8. Transfers outside of the UK or EEA

If StoryStream intends to transfer Customer Personal Data to a third party not located in the UK, the EEA, or another "adequate" location as defined by Data Protection Legislation, then StoryStream will inform Customer and the parties will discuss and agree any appropriate safeguards required in order to permit such transfers to take place.

9. Information and Audits

- 9.1 StoryStream shall upon reasonable request provide the Customer with information demonstrating compliance with StoryStream's obligations under Data Protection Legislation.
- 9.2 StoryStream shall notify the Customer without undue delay if StoryStream receives any communication from a supervisory authority regarding the processing of Customer Personal Data (except where prohibited by law from disclosing the request to Customer).
- 9.3 StoryStream shall cooperate with audits conducted by the Customer or by an auditor appointed by the Customer (that is subject to reasonable obligations of confidentiality in relation to StoryStream confidential information) in order to verify StoryStream's compliance with the provisions of this DPA, or as requested by a supervisory authority.
- 9.4 Audits instigated by Customer may be carried out not more than once during each 12 month period of the Term, on not less than 10 business days' prior notice, during StoryStream's normal business hours, and without disruption to StoryStream's business.

10. Indemnity & liability

- 10.1 StoryStream will not be liable for any damage caused by Customer's instructions or Customer's own collection or processing of Customer Personal Data.
- 10.2 Customer shall indemnify and hold harmless StoryStream against all claims, demands, costs, damages, expenses, losses, fines, monetary penalties and liabilities incurred by StoryStream arising out of or in connection with any breach by Customer of Section 2.2 of this DPA.

SCHEDULE 1 – DATA PROCESSING DETAILS

PART A	
Duration of the processing	The Term of the Order and for any further time as the parties shall agree in writing
Subject matter, nature, and purpose of the processing	The StoryStream Platform is used by Customer to view social media handles and content that has been posted on public social media networks and tagged or mentioned Customer's handle or hashtag. Using the Platform's rights request capability, the end user (data subjects) will be sent a message requesting the rights for Customer to use this content on their marketing channels, governed by Customer's own social media sharing terms and conditions. Where such rights have been granted by the end user, StoryStream will store copies of the content and social media handle in the Platform as instructed by the Customer. If an end user uploads content directly to a StoryStream form embedded in Customer website, they may also include their name and email address.
Type(s) of personal data	Social Media Handle Email address Name Images, videos and/or other content as submitted by end users
Categories of data subjects	Customers of Customer Influencers / Ambassadors
Security measures	StoryStream is ISO 27001 certified and as such follows best practice around Encryption, Pseudonymisation, Back up, Disaster Recovery, Regular Security Testing and Stability and Uptime. Copies of StoryStream's certification and policies for each section are available on request
PART B	
Authorised Sub-processors	StoryStream uses infrastructure hosted in an AWS data centre in Republic of Ireland.

SCHEDULE 2 - CALIFORNIA PERSONAL INFORMATION

1. In this Schedule 2:
 - (a) the expressions “business”, “business purpose”, “commercial purpose”, “consumer”, “personal information”, “sell”, “service provider” and “share” have the same definitions as in the CCPA/CPRA; and
 - (b) “California Personal Information” refers to personal information relating to a California consumer.

2. Without limiting the generality of the parties’ obligations under this DPA, to the extent that Customer provides California Personal Information to StoryStream, then in relation to such California Personal Information, StoryStream:
 - (a) acknowledges that such California Personal Information is provided to it only for limited and specified purposes as referred to in the Order;
 - (b) will comply with its obligations, and provide the same level of privacy protection as is required, under the CCPA/CPRA;
 - (c) grants to Customer the rights:
 - (i) to take reasonable and appropriate steps to help to ensure that StoryStream uses such California Personal Information in a manner consistent with Customer’s obligations under the CCPA/CPRA; and
 - (ii) upon notice, to take reasonable and appropriate steps to stop and remediate any unauthorized use of such California Personal Information; and
 - (d) shall notify Customer promptly if it makes a determination that it can no longer meet its obligations under the CCPA/CPRA.

3. In relation to such California Personal Information, Customer is a business and StoryStream is a service provider, and in such capacity StoryStream agrees that:
 - (a) StoryStream will not:
 - (i) sell or share such California Personal Information;
 - (ii) retain, use, or disclose such California Personal Information for any purpose (including a commercial purpose) other than for the specific business purposes of performing for Customer the Resold Services specified in the Order;
 - (iii) retain, use, or disclose such California Personal Information outside of the direct business relationship between Story Stream and Customer; or
 - (iv) combine such California Personal Information with personal information that StoryStream receives from, or on behalf of, another person or persons, or collects from StoryStream’s own interaction with the consumer (save to the extent that such combination forms part of the business purpose of the Resold Services specified in the Order or as otherwise permitted by the CCPA/CPRA).
 - (b) Customer may monitor StoryStream’s compliance with this Schedule in accordance with Section 9 of the DPA; and
 - (c) if StoryStream engages any other person to assist StoryStream in processing California Personal Information on Customer’s behalf, such engagement shall be pursuant to a written contract binding such other person to observe all the requirements of this Schedule, and StoryStream shall notify Customer of that engagement in accordance with Section 7 of the DPA.