

WISCONSINEYE PUBLIC AFFAIRS NETWORK, INC.
USER AGREEMENT

This User Agreement (“User Agreement”) sets forth the entire understanding between you (an individual, representing yourself, or if applicable, acting as an authorized representative for a school, group, government entity, news organizations, association, business entity or corporation) (referred to as “you” or the “User”) and WisconsinEye Public Affairs Network, Inc. (referred to as “we,” “us” or “WisconsinEye”) regarding coverage of State of Wisconsin State Senate and/or Assembly proceedings made available by WisconsinEye (our “Content”).

WisconsinEye makes our Content available through (i) broadcasting signals or a direct signal, and (ii) our website (the “Site”). The term “broadcasting” as used herein, means in the general sense of transmission by any means possible, including via cable or air, and shall not be limited by any federal or state legal definitions.

1. License and Access

Subject to the terms of this User Agreement, WisconsinEye grants you a limited, revocable, nontransferable, nonsublicensable, non-exclusive license to access and view our Content, provided that unless otherwise expressly provided herein, no portion of our Content may be recorded, reproduced, reprinted, republished, modified, duplicated, copied, sold, resold, distributed, redistributed, publicly displayed or publicly performed in any form without the express written permission of WisconsinEye.

2. Explicit Prohibition For Political or Commercial Use

You acknowledge and agree that you will not use our Content for commercial purposes or for political purposes. For this User Agreement, our Content is used for political purposes if any of the following apply:

a. The Content is disseminated in any way for the purpose of influencing the election or nomination for election of any individual to federal, state or local office, for the purpose of influencing the recall from or retention in office of an individual holding a federal, state or local office, for the purpose of payment of expenses incurred as a result of a recount at an election, or for the purpose of influencing a particular vote at a referendum.

b. The Content is disseminated in any way during the period beginning on the 60th day preceding a general election, special, spring or primary election and ending on the date of that election and the dissemination includes a reference to or depiction of a clearly identified candidate whose name is certified to appear on the ballot for election or nomination to an office to be filled at that election.

c. The Content is disseminated in any way that expressly advocates the election, defeat, recall or retention of a clearly identified candidate or a particular vote at a referendum.

d. The Content is disseminated in any way for the purpose of influencing an endorsement or nomination to be made at a convention of political party members or supporters concerning, in whole or in part, any campaign for federal, state or local office.

For this User Agreement, our Content is not used for political purposes if the Content is disseminated for the purpose of supporting or defending a person who is being investigated for, charged with or convicted of a criminal violation of state or federal law, or an agent or dependent of such a person.

3. Legal Compliance

You agree to comply with all applicable federal and state laws and regulations in connection with this User Agreement.

4. School, Government and Library Use

In addition to and subject to the limitations of the license granted in Section 1, Users who are schools, higher education institutions, State of Wisconsin agencies, libraries and municipalities are authorized to record, reproduce, internally transmit, publicly display and perform our Content to their respective students, employees, or patrons for educational, training, research and other non-commercial and non-political purposes (as defined herein), provided such Users comply with all other provisions of this User Agreement, keep all copyright, trademark, and other ownership notices in the Content intact, and include the following statement in the Content (unless waived by WisconsinEye): “This copyrighted content is used with permission from Wisconsin Eye’s gavel to gavel coverage.” Such Users’ rights to record, reproduce, internally transmit, publicly display and perform are limited to the purposes expressly described herein, and such Users do not have the right to reprint, republish, modify, sell, resell, distribute or redistribute our Content in any form without the express written permission of WisconsinEye. No use under this Section shall in any way distort or misrepresent the Content.

5. Wisconsin Legislature Use

In addition to and subject to the limitations of the license granted in Section 1, Users who are members or employees of the Wisconsin Legislature are authorized to record, reproduce, internally transmit, post on official state legislative websites, publicly display and perform our Content for non-commercial and non-political purposes (as defined herein) in Senate-produced or Assembly-produced communications and educational materials, provided that (i) all such use of our Content is approved by a member of the applicable legislative leadership (the “Legislative Leadership”), (ii) Users comply with all applicable policies of the Legislature and their respective house with regard to use of our Content, (iii) Users comply with all other provisions of this User Agreement, including but not limited to the restrictions and requirements under this Section 5, and (iv) Users keep all copyright, trademark, and other ownership notices in the Content intact. Such Users’ rights to record, reproduce, internally transmit, post on official state legislative websites, publicly display and perform are limited to the purposes expressly described herein, and such Users do not have the right to reprint, republish, modify, sell, resell, distribute or redistribute our Content in any form without the express written permission of WisconsinEye. Users who are members or employees of the Wisconsin Legislature must comply with the following when using our Content:

a. Any Content that is not used in its wholly original format, that is gavel-to-gavel coverage as provided by WisconsinEye, must (i) continuously display an editor identification statement (“Editor Identification Statement”) identifying the person, group, or entity responsible for the edited version of the Content in at least twelve point font size, and (ii)

display bookend editor statements at the beginning and end of the production of Content (“Bookend Statement”). The Editor Identification Statement should display, at a minimum, the following: “Produced by staff of Wisconsin State [Senate or Assembly]. Video with WisconsinEye trademark excerpted from WisconsinEye’s gavel-to-gavel coverage.” For the purposes of this Agreement, continuously display means the Editor Identification Statement must be displayed on the Content or the accompanying “skin” of the media player at all times during the display of the Content. The Bookend Statement should display, at a minimum, the following: “This video production was produced by the staff of the Wisconsin State [Senate or Assembly]. The content displaying the WisconsinEye trademark was excerpted from WisconsinEye’s gavel-to-gavel coverage. WisconsinEye does not endorse any view contained in the following production.”

b. Under this Section 5, Users may use our Content on official legislative websites that discuss the legislative accomplishments or legislative agenda of an elected official provided our Content is not used to facilitate use of the Content in campaign communications including, but not limited to, campaign communications in coordination with third parties and the use is made in compliance with §11.33, Wis. Stats.

c. With regard to any Content that contains a reference to or depiction of an elected official who becomes a candidate for national, state, or local office, Users are prohibited from using that Content in any way after the first day authorized by state or federal law for circulation of nomination papers as a candidate for that office, provided this prohibition does not require any Content previously posted to an official legislative website to be removed and does not prohibit communications authorized under §11.33 (2), Wis. Stats.

d. No use under this Section 5 shall in any way distort or misrepresent the Content. The Legislative Leadership shall have the duty and obligation to enforce this Section 5 with regard to any User who is a member or employee of the Wisconsin Legislature. WisconsinEye shall have no liability to third parties or the Wisconsin Legislature for any breach of this Section 5 by any User who is a member or employee of the Wisconsin Legislature. Notwithstanding the foregoing, WisconsinEye, at its option, may exercise any additional rights it has under this User Agreement, including (i) bringing any legal action including, without limitation, any intellectual property claims relating to a breach of this User Agreement by such User or (ii) discontinuing such User’s access to the Content pursuant to Section 10 and terminating such User’s right to use the Content.

If WisconsinEye deems that the Legislative Leadership is not fulfilling its duties and obligations to ensure that any User who is a member or employee of the Wisconsin Legislature is in strict compliance with the requirements of this Section 5, then WisconsinEye will provide written notice to the Legislative Leadership identifying any breach of this Section 5 and, at WisconsinEye’s option, (i) terminate access to the Content for the User responsible for the breach until the Legislative Leadership can provide documentation, to the satisfaction of WisconsinEye that such User is in compliance with the requirements of this Section 5, or (ii) if such breaches become consistent or numerous, as determined by WisconsinEye, terminate access to the Content for all Users who are members or employees of the Wisconsin Legislature until the Legislative Leadership can provide documentation, to the satisfaction of WisconsinEye, that it shall take affirmative measures to enforce this Section 5.

Notwithstanding anything in the foregoing, (i) nothing in this Section 5 shall obligate the Legislative Leadership to bring any legal action for any copyright claims related the use by such User who is in breach of this Section 5, and (ii) WisconsinEye, at its option, may exercise any additional rights it has under this User Agreement.

6. Spot News Gathering Use

In addition to and subject to the limitations of the license granted in Section 1, Users who are individuals or news organizations possessing a valid, permanent or temporary registration card issued by the Wisconsin Capitol Correspondent's Association ("Bona Fide News Gatherers") are authorized to record, reproduce, edit, transmit, publicly display and perform our Content for Spot News Gathering, provided such Users comply with all other provisions of this User Agreement, keep all copyright, trademark, and other ownership notices in the Content intact, and include the following statement in the Content (unless waived by WisconsinEye): "This copyrighted content is used with permission from Wisconsin Eye's gavel to gavel coverage." Spot News Gathering shall be defined as timely, editorial information for public consumption relating to daily legislative events or actions and does not include use in opinion pieces or commentary. Such Users' rights to record, reproduce, edit, transmit, publicly display and perform are limited to the purposes expressly described herein, and such Users do not have the right to reprint, republish, modify, sell, resell, distribute or redistribute our Content in any form without the express written permission of WisconsinEye. Full length coverage by Bona Fide News Gatherers of individual event state proceedings will be permitted only with prior written approval from WisconsinEye, and if applicable, the Wisconsin State Senate or Assembly. No use under this Section 6 shall in any way distort or misrepresent the Content.

7. Ownership of Content

User acknowledges that WisconsinEye owns and retains all rights, title and interest in our Content, including but not limited to copyrights, and User shall not, by virtue of this User Agreement or by virtue of its access to or use of our Content, obtain any rights, title or interest in our Content other than the license rights granted herein.

8. Fair Use

Nothing in this User Agreement or any exhibits attached hereto, is intended to affect any person's right to make a "fair use," as that term is defined under the U.S. Copyright Act, of our Content.

9. Public Records Requests

User acknowledges that our Content is covered by federal copyright laws and should be treated as non-records under the Wisconsin Public Records Law.

As such, WisconsinEye requests that our Content not be accessible under the Wisconsin Public Records Law. If User is a governmental entity subject to the Wisconsin Public Records Law, User agrees to notify the records custodians that they may not disclose our Content pursuant to requests received under the Wisconsin Public Records Law.

10. Representations of User

By accepting this User Agreement and/or using our Content, you represent to WisconsinEye that you are authorized to enter into this User Agreement for your school, group, government entity, news organizations, association, business entity or corporation, or if you are an individual, you are of legal age to enter into contracts in your jurisdiction and have all rights, approvals and/or consents necessary to agree to the terms provided herein. You agree to all of the terms and conditions of this User Agreement and agree that if you breach this User Agreement, WisconsinEye may discontinue your access to our Content immediately and pursue any and all legal claims and remedies available to us, including but not limited to claims for federal copyright infringement. The U.S. Copyright Act provides for statutory damages not less than \$750 and up to \$30,000 per copyrighted work, all of which can be substantially increased if the infringement was willful. Infringers can also face federal criminal charges.

11. User Agreement Updates

You acknowledge that WisconsinEye may periodically publish on our Site updates to the User Agreement and you agree to comply with any such updates.

12. Site Terms of Use and Policies

Users who access our Content from our Site agree to be bound by the Terms of Use and other policies periodically published on our Site.

13. Disclaimer of Warranties

a. You acknowledge that the availability of our Content and operation of our Site may from time to time encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors, and WisconsinEye shall not be responsible to you or others for any such interruptions, errors or problems or any discontinuance of our Content or our Site. Access to our Content may be discontinued at any time, with or without reason. **YOU EXPRESSLY UNDERSTAND THAT OUR CONTENT, IS PROVIDED "AS IS," "AS AVAILABLE," WITH ALL FAULTS, AND WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF OUR CONTENT. WE MAKE NO WARRANTY THAT OUR CONTENT WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE DO NOT ENDORSE ANY OF THE VIEWS EXPRESSED IN OUR CONTENT.** Accessing our Content and our Site is at your own risk. You are advised to take adequate precautions to minimize any loss to your system caused by malicious programming (e.g. virus, worms), including use of anti-virus programs and proper backup of files. Posting malicious programming to our Site is prohibited.

b. Notwithstanding subsection (a) in this Section 13, WisconsinEye is not released from any duty it is required to perform under the terms of (i) the License Agreement between WisconsinEye and the State of Wisconsin (Senate) dated July 5, 2005, and any renewals or extensions thereof, and (ii) the License Agreement between WisconsinEye and the State of Wisconsin (Assembly) dated January 19, 2019, (each a "License Agreement," and collectively, the

“License Agreements”); nor does subsection (a) limit WisconsinEye’s liability for breach of any License Agreement or limit the remedies available to the State of Wisconsin for any violation of such License Agreement.

14. Limitation and Release of Liability

a. You hereby release WisconsinEye (and our employees, directors, officers, donors, agents, users, parent, subsidiaries, affiliates and other partners) from any loss, cost, claim, damage, liability and/or expense, of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, including reasonable attorneys’ fees arising out of or in any way connected with our Content or Site or resulting from your use of our Content or our Site. Unless you are a State of Wisconsin agency, governmental entity, or a member or employee of the Wisconsin State Legislature signing this User Agreement in your official capacity, you waive the provisions of any state law limiting or prohibiting a general release. **IN NO EVENT SHALL WISCONSINEYE BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS IN OUR CONTENT OR FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, REGARDLESS OF WHETHER WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH INTERRUPTIONS OR ERRORS.**

b. Notwithstanding subsection (a) in this Section 14, WisconsinEye is not released from any duty it is required to perform under the terms of the License Agreements; nor does subsection (a) limit WisconsinEye’s liability for breach of any License Agreement or limit the remedies available to the State of Wisconsin for any violation of any License Agreement.

15. Indemnity

Except as otherwise provided in this Section 15, you agree to indemnify, defend and hold WisconsinEye and (as applicable) our employees, directors, officers, donors, agents, users, parent, subsidiaries, affiliates and other partners, harmless from and against any loss, cost, claim, damage, liability and/or expense, of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, including reasonable attorneys’ fees arising out of or in any way connected with our Content or Site, resulting from your use of our Content or our Site, your access to our Site, your breach of this User Agreement or violation of any law or third party's rights. This Section does not apply to any User who is a State of Wisconsin agency, governmental entity, or a member or employee of the Wisconsin State Legislature signing this User Agreement in his or her official capacity.

16. Copyright Notice

All of our Content, such as, but not limited to, text, graphics, logos, button icons, images, audio clips, video clips, data compilations, video feeds, produced segments, and software, is the property of WisconsinEye or its suppliers and protected by United States and international copyright laws. Additionally, the illegal use of copyrighted Content will be prosecuted to the fullest extent of the law. You shall be fully responsible for any violation of this User Agreement, including without limitation the representations made to WisconsinEye under this User

Agreement. You shall sign and deliver to WisconsinEye any additional documents that WisconsinEye may request to confirm WisconsinEye’s rights under this User Agreement.

17. Trademark Notice

“WisconsinEye,” “WisconsinEye.org,” and other marks indicated on our Content or Site are trademarks of WisconsinEye (the “Marks”). WisconsinEye hereby grants you a limited, non-exclusive, nontransferable, nonsublicensable license to use the Marks solely as necessary to the exercise of your rights hereunder. You agree in connection with the rights granted herein not to use the Marks in connection with any product or service that is not WisconsinEye’s, in any manner that is likely to cause confusion among the public, or in any manner that disparages or discredits WisconsinEye.

18. Miscellaneous

a. In the event of any dispute concerning this User Agreement, Wisconsin law shall apply and all legal proceedings, if any, shall take place in state or federal courts sitting in Dane County, Wisconsin. You waive any jurisdictional, venue or inconvenience forum objections to such courts. No agency, partnership, joint venture, employment or franchise relationship is intended or created by this User Agreement.

b. If any provision of this User Agreement shall be held void, invalid or inoperative, no other provision of this User Agreement shall be affected as a result thereof, and, accordingly, the remaining provisions of this User Agreement shall remain in full force and effect as though such void, invalid or inoperative provisions had not been contained herein.

c. The headings and captions used herein are inserted for convenience of reference only and shall not affect the construction or interpretation of this User Agreement.

d. We may assign our rights and obligations under this User Agreement at any time without notice.

e. Any notices sent to WisconsinEye shall only be deemed given if and when actually received by WisconsinEye by email or in writing to WisconsinEye Public Affairs Network, Inc., 122 W. Washington Ave. Suite 200, Madison WI, 53703 Attention: Customer Service (or such other address or addresses as may be designated by WisconsinEye).

USER

WISCONSINEYE PUBLIC AFFAIRS NETWORK, INC.

Name & Affiliation: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____