

## A&E TELEVISION NETWORKS, LLC RESEARCH PANEL AGREEMENT

Last Updated: October 1, 2024

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- 1. Changes.** AETN has included the date of ‘Last Updated’ of this Agreement on the first page of this document. AETN reserves the right to make changes to any Terms at any time. The effective version of this Agreement will be posted on the Websites for your review. AETN will provide notification to you in advance of any material changes becoming effective by posting a notification on the Websites. If you continue to access and/or use any of the Websites after the effective date of such changes, then such access and/or use will be deemed an acceptance of and an agreement to follow and be bound by the changed Terms. We reserve the right to modify our Websites or to suspend or terminate providing all or part of our Websites at any time or offer or discontinue opportunities to some or all end users of the Websites.
- 2. Username/Password.** Your invitation to join the Websites is for you only and is non- transferrable. You are responsible for the confidentiality and use of your username and password which give you access to the Websites to participate in our research panels. If you have reason to believe that your username or password is no longer secure or may have been compromised you must: (i) promptly change your password by visiting the Websites, and (ii) immediately notify us of the problem by emailing us at [support@aetvaccess.com](mailto:support@aetvaccess.com), [support@historymakerscommunity.com](mailto:support@historymakerscommunity.com) or [support@lifetimeloyals.com](mailto:support@lifetimeloyals.com), as applicable (with the email subject line: “Username Password Security Issues”). Your access to the Websites and invitations to participate in research panels are at the sole discretion of AETN and may be revoked or terminated at any time without cause and without notice. You hereby release and waive all claims against AETN that may arise or relate to your use of the Websites and/or participation in any research panels.
- 3. Participation.** You do not have to participate in each and every research panel or other activity that you may be invited to or may be posted on the Websites. However, if you do not participate in any activities for a period of 90 days, AETN may terminate your account for non-use, and you agree that AETN is not liable or obligated to you for any reason based upon such a termination.
- 4. Incentive for Participating.** When AETN offers a reward program or incentive to participate in a research panel or activity, your participation will be subject to any applicable terms. You may be asked to provide certain personal information, including your name and contact information, information about your background, commercial information (such as your viewing histories or tendencies), and other categories of personal information in exchange for certain financial benefits. These benefits may constitute “financial incentives” under certain state laws. You can opt into a financial incentive by following the sign-up or participation instructions provided and you can opt out at any time by communicating to us through the applicable program’s member support email and indicating your wish to “opt out” of the applicable reward program or incentive, or other similar language making clear you no longer wish to participate. In some cases, we may provide additional terms and conditions, which we will provide to you when you sign up. The value of your personal information is reasonably related to the value of the offer or discount presented to you.

**5. Grant and Assignment of Rights.** You agree that by submitting any ideas, comments, suggestions or any other information (collectively, “**Ideas**”) to AETN through your participation in our research panels or on or through the Websites, at the time of submission you irrevocably assign all rights in such Ideas to AETN. You expressly acknowledge AETN’s unrestricted right to use any or all, or any part thereof, of any Ideas without any notice or compensation to you. You hereby release and waive all claims against AETN with respect to intellectual property or other proprietary rights, rights of attribution, rights of publicity or privacy, or any other rights or liability with respect to your Ideas you submit, transfer, post or provide to AETN.

By submitting still images, audio and/or video recordings or other materials (collectively, the “**Materials**”) to AETN through your participation in our research panels or on or through the Websites, at the time of submission, You agree that You irrevocably grant to AETN the right to use or modify, and authorize others to use or modify all, part, or none of the Materials in any manner, including but not limited to in connection with advertising, publicity, promotion, exhibition, sale or other use in connection with advertising and promoting of AETN throughout the universe in perpetuity, in any and all manner and media now known or hereafter devised, without further consideration. You represent that You are at least 18 years of age, and that You own and have the right to share such Materials and have all rights needed to grant AETN the right to use and modify such Materials in any manner deemed appropriate by AETN, including but not limited to use in its programing, as well as in and in connection with the advertising and promotion of AETN programs, channels and/or networks. You agree that You have no right to review and/or approve any use or modification by AETN of the Materials. You understand that You will not receive payment in exchange for the Materials. You understand and agree that the Materials will not be returned to You, and nothing in these terms obligates AETN actually to review or use the Materials.

**6. Confidentiality.** The information and materials provided on or through the Websites, including without limitation, any data, text, graphics, images, audio and video clips, logos, icons, software, applications and/or links (collectively, the “**Materials**”) are confidential and provide you an inside look into our business and services. You agree not to disclose to others any of the Materials that we disclose to you on the Websites. You also agree not to disclose any Ideas, Recordings, or information that are generated by others in or on the Websites.

**7. Privacy.** To the extent that you provide us with personally identifiable information through a research panel or the Websites, AETN collects and uses such personal information in accordance with our Research Panel Privacy Policy.

**8. Use & Access.** YOU MUST BE AT LEAST 18 YEARS OF AGE AND A RESIDENT OF THE UNITED STATES TO PARTICIPATE IN ANY RESEARCH PANELS AND/OR SUBMIT ANY IDEAS OR RECORDINGS. By accessing, using and/or submitting information to or through any of the Websites, you represent that you at least 18 years of age or older and resident of the United States. You will not use our Websites if you are not eligible to use our Websites in accordance with the Terms and will not use our Websites other than for their intended purpose.

**9. Indemnification.** To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless AETN, our affiliates, licensors, suppliers, advertisers and sponsors, and our and their directors, officers, employees, consultants, agents and other representatives (“**AETN Parties**”), from and against any and all actions, claims, demands, damages, losses, liabilities, costs (including reasonable attorneys’ fees) and other expenses (“**Claims**”) that arise directly or indirectly out of or from: (a) your breach (including through use of your username, whether or not by you) of this Agreement; (b) any allegation that any Idea or other information you submit to us or transmit to the Websites or AETN infringes or otherwise violates the copyright, trademark, trade secret or other intellectual property or other right of any third party; (c) your access to and use of the Websites; and/or (d) any claim that one of your

Ideas or Recordings caused damage to a third party including but not limited to libel, defamation, loss of or harm to reputation or any other damage whatsoever. You will promptly notify the AETN Parties of any such Claims and cooperate with the AETN Parties in defending such Claims, and pay all fees, costs, and expenses associated with defending such Claims (including attorneys' fees). The AETN Parties will have control of the defense or settlement, at AETN's sole option, of any Claims.

**10. Miscellaneous.** By clicking "I agree" when registering for the Websites, you are providing a binding electronic signature.

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