

AMENDED Exhibit 446

PLAINTIFFS' OMNIBUS OPPOSITION TO DEFENDANTS' MOTIONS FOR SUMMARY JUDGMENT

Case No.: 4:22-md-03047-YGR

MDL No. 3047

In Re: Social Media Adolescent Addiction/Personal Injury Products Liability Litigation

Sponsorship Agreement

This Sponsorship Agreement (this “Agreement”), effective beginning October 1, 2019 (“Effective Date”), is entered into by and between the National Congress of Parents and Teachers (“National PTA” or “PTA”), and ByteDance, Inc. (“ByteDance”). ByteDance and PTA are sometimes referred to collectively as the “Parties” and individually as a “Party.”

The Parties agree as follows:

1. Sponsorship.

- 1.1. ByteDance commits a financial contribution to aid PTA in the continuing development and deployment of PTA Connected, a multi-year, multi-phase initiative focused on engaging families together specifically in the areas of online safety, security, literacy, access & equity, and citizenship. PTA aims to share curated resources (to include TikTok educational content regarding online safety, policy, tools and resources), facilitate meaningful dialogue between parents and children as well as at the community level, and generate collective impact.
- 1.2. ByteDance will be recognized both as a Supporting Sponsor of the PTA Connected initiative and as an official Proud National Sponsor of PTA for the duration of the Term (as defined below) and recognized as such on the PTA website, in select printed PTA materials, as provided in this Agreement, and otherwise as mutually agreed.
 - 1.2.1. At times, ByteDance may elect to assign and/or pass through public, named sponsor acknowledgment by PTA to its specific brands (e.g., TikTok) and PTA will recognize both ByteDance and the designated brands as requested. ByteDance will be the default entity recognized by PTA throughout the Term unless otherwise instructed.

2. **Term and Termination.** This Agreement shall be effective as of the Effective Date and shall remain in full force and effect for one year thereafter (the “Term”). However, this Agreement may be terminated earlier by either party upon thirty (30) days written notice in the event of a material breach of this Agreement; “material breach” shall mean that the non-terminating party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations in this Agreement.

- 2.1. ByteDance will have right of negotiation to renew this Agreement at the conclusion of the Term. This Agreement does not automatically renew.

3. **Payment.** ByteDance agrees to pay a total of \$175,000 to National PTA. ByteDance will pay PTA in one lump sum within 45 days of the effective date of this Agreement and upon receipt of a correct and complete invoice from National PTA.

- 3.1. ByteDance will submit payments to National PTA, Attention Finance, 1250 North Pitt Street, Alexandria, VA 22314. National PTA will comply with reasonable invoicing protocols and processes as instructed by ByteDance.



4. **Relationship Management & Fulfillment.**

- 4.1. PTA and ByteDance each will identify one staff person to serve as the lead relationship manager and one staff person to serve as the lead fulfillment manager during the Term, and will identify these individuals via email. Additionally, PTA will assign one staff person to lead the program implementation as outlined in Schedule A. These individuals may change for either party as needed, and notice may be provided via email of any changes.
- 4.2. Key individuals for both parties will meet regularly by phone on a schedule to be mutually determined.
- 4.3. The fulfillment managers will collaborate to track all deliverables associated with this Agreement. PTA will produce a tracking document accessible online by both fulfillment managers which may be modified as needed by both parties. PTA's fulfillment manager is responsible for collecting screen shots, physical copies, tear sheets, and other proofs of completion of all deliverables within this Agreement as well as the associated metrics to measure the performance of each deliverable. In some instances, quantifiable measurement may not be possible or specific performance data may not be accessible to PTA and in such cases, PTA will not be expected to report metrics.
- 4.4. PTA will submit an interim progress report on May 15, 2020, to ByteDance that demonstrates completion of deliverables to-date and adherence to this Agreement. The May 15 report will be utilized as part of renewal discussions between PTA and ByteDance.
 - 4.4.1. Regardless of renewal outcome, PTA will submit a comprehensive fulfillment report to ByteDance by November 15, 2020, that covers the Term of this Agreement in full.

- 5. **Scope of Work.** PTA and ByteDance will adhere to the scope of work as defined in Schedules A and B of this Agreement. Schedule A defines the programmatic activities and Schedule B defines the promotional activities.
- 6. **No guarantee.** While PTA will meet its contractual obligations throughout the Term in an effort to create a receptive audience among national, state, council, and local PTA leaders and members on behalf of ByteDance, PTA makes no guarantee of sales volume, leads generated, conversions, or any other sales-related performance as a result of this Agreement.
- 7. **Target audience.** The primary intended audience for the collaboration between National PTA and ByteDance is: PTA-affiliated adults who are PTA volunteer leaders and members. Secondary audiences include: parents and families at large within the United States. PTA does not target children directly in its campaigns.

8. **Approval Process for Advertising Materials.** All materials, regardless of format, prepared by a Party to promote ByteDance's sponsorship of PTA that incorporate the other Party's name or logos ("Advertising Materials") must be agreed to, in writing, in advance by the Parties. Each Party will send the other mockups of Advertising Materials via email to the designated Relationship Managers. Each Party will use reasonable efforts to respond to a request for approval within 3 business days. A Party's failure to timely respond will not be deemed an approval. The Parties will work together in good faith to agree on the format of Advertising Materials.

9. **Intellectual Property Rights.**

- 9.1. **License to ByteDance Name and logo.** Subject to the terms and conditions of this Agreement, ByteDance grants PTA a non-exclusive, revocable right and license to use the ByteDance name and logo and those of its subsidiaries and divisions solely during the Term and solely for purposes of promoting ByteDance's sponsorship of PTA, in accordance with the terms of this Agreement. PTA may not use the ByteDance name and logo except as expressly provided in this Agreement and may not sublicense these rights or otherwise permit any party to use the ByteDance name and logo. PTA acknowledges that ByteDance and its affiliates are the sole owners of the ByteDance Name and logo, and PTA agrees to do nothing inconsistent with that ownership. All goodwill arising out of PTA's use of the ByteDance Name and logo will inure to the sole benefit of ByteDance and its affiliates. Upon the termination or expiration of this Agreement, PTA will immediately cease and discontinue all further use of the ByteDance Name and logo.
- 9.2. **License to PTA Name and logo.** Subject to the terms and conditions of this Agreement, PTA grants ByteDance a non-exclusive, revocable right and license to use the PTA Name and logo solely during the Term and in the Territory and solely for purposes of promoting ByteDance's sponsorship of PTA, in accordance with the terms of this Agreement. ByteDance may not use the PTA Name and logo except as expressly provided in this Agreement and may not sublicense these rights or otherwise permit any party to use the PTA Name and logo. ByteDance acknowledges that PTA and its affiliates are the sole owners of the PTA Name and logo, and ByteDance agrees to do nothing inconsistent with that ownership. All goodwill arising out of ByteDance's use of the PTA Name and logo will inure to the sole benefit of PTA and its affiliates. Upon the termination or expiration of this Agreement, ByteDance will immediately cease and discontinue all further use of the PTA Name and logo.

10. **Representations and Warranties.**

- 10.1. **Mutual.** Each Party represents and warrants to the other that: (a) it has all right, power, and authority necessary to enter into and perform this Agreement, and (b) when executed and delivered, this Agreement will constitute its legal, valid, and binding obligation enforceable against it in accordance with its terms.

- 10.2. By PTA. PTA further represents and warrants to ByteDance that (a) neither the exercise of the rights granted under this Agreement nor any materials embodied in PTA's Advertising Materials will violate any applicable law or violate or infringe upon the Intellectual Property Right of any person or contain defamatory material, (b), the execution and delivery of this Agreement by PTA and the performance of the its obligations hereunder are not in breach of, and do not conflict with, any contract or commitment binding upon PTA, and (c) the produced content will not violate, misappropriate, or infringe any third party's intellectual property rights or proprietary rights.
- 10.3. By ByteDance. ByteDance represents and warrants to PTA that neither the exercise of the rights granted under this Agreement nor any materials embodied in ByteDance's Advertising Materials will violate any applicable law or violate or infringe upon the intellectual property right of any person or contain defamatory material.
- 10.4. Disclaimer of Warranties. Except as set forth expressly in this Agreement, neither party makes any representations or warranties of any kind regarding its products, services, or websites, or otherwise in connection with this Agreement, including without limitation, any implied warranties or non-infringement, merchantability, or fitness for a particular purpose.
11. Agency. PTA and ByteDance agree that this Agreement is not intended to create any agency relationship of any kind; and both parties agree not to contract any obligations in the name of the other, to use each other's credit in conducting any activities under this Agreement, or to represent that the PTA is in the business of providing the products and/or services provided by ByteDance.
12. Confidential Information. The parties agree to keep all confidential information exchanged pursuant to this Agreement confidential, subject only to disclosure of such information as required by law. Upon termination of this Agreement, for any reason, each party agrees to cease use of and promptly return any confidential information of the other party. For purposes of this Agreement, confidential information shall be deemed to include financial information, sales, pricing, marketing and promotional plans, products or services being planned or developed, employee information, customer lists and information, and any other information that is not generally disclosed to the public or that is communicated in writing as confidential. The obligation to maintain information as confidential will not apply to any information that is or become publicly known without the fault of the party receiving the confidential information; or that is independently developed by the receiving party without regard to the confidential information (including, in the case of ByteDance, information independently developed by its or its affiliates journalists engaged in the business of newsgathering; or information required by legal process to be disclosed (provided the party asked to make such disclosure will give the other advance notice (if possible) so that the other may have the opportunity to assert objections. The requirements of this section survive the termination of this Agreement.
13. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.
14. Successors and Assigns. This Agreement shall be binding on the parties, and on their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

15. **Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior writings or oral agreements. This Agreement may be amended only by a writing clearly setting forth the amendments and signed by the party against whom enforcement is sought.
16. **Notices.** Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by Express Mail; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communication under this Agreement shall be addressed as indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

IF to National PTA:
National PTA
1250 N. Pitt Street
Alexandria, VA 22314
Attn: [REDACTED], CAE
Email: [REDACTED]@pta.org

IF to ByteDance, Inc:
ByteDance, Inc.
10351 Santa Monica Blvd,
Los Angeles, CA
Attn: Eric Ebenstein
Email: [REDACTED]@bytedance.com

[HYPERLINK "mailto:rawdon.messenger@teensafe.com"]

If this Agreement is not fully executed by October 10, 2019, as indicated by the signatures and handwritten dates to be noted below, the terms of this document will no longer be enforceable. In such case, the parties will renegotiate the terms and issue a new agreement to be signed and counter-signed.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date first written above.

ByteDance, Inc.

Name: _____

Title: _____

Signature: _____

Date: _____

National PTA

Name: [REDACTED] CAE

Title: Executive Director

Signature: _____

Date: _____

**Schedule A:
Programmatic Scope of Work (October 2019 – September 2020)**

Anticipated Timeline

*Subject to adjustment by mutual agreement after strategic planning meeting
and during the Term with mutual written consent*

Fall:

- National PTA and ByteDance will have a planning meeting with a focus on developing a work plan to meet the obligations of the agreement, to include: discussion of creating, reviewing, and/or co-branding TikTok educational resources; grant process; and a state PTA Reflections pilot.
- National PTA will provide grants to the field made possible by ByteDance.
 - National PTA will devise the processes and protocols to govern awarding grants to the field, made possible by ByteDance, for PTA Connected events to be held in celebration of Safer Internet Day 2020 (February).
 - TikTok may specify some of the eligibility criteria (e.g., geography) that informs the final grant recipient list; however, the ultimate selection will be by PTA to advance PTA Connected initiative goals and strategy for assisting PTAs in advancing digital wellness and online safety.
 - Up to \$30,000 from this agreement shall be set-aside for this effort and used to award as PTA grants to host PTA Connected events in celebration of Safer Internet Day.
 - These grant-supported events will draw upon pre-existing PTA Connected programming and an established Safer Internet Day event toolkit; however, all grantees supported by ByteDance must agree explicitly to integrate and disseminate TikTok educational content/resources as part of their PTA Connected events as a new component to the otherwise-existing program plan.
- National PTA will deploy a communications campaign for PTA Connected which will include promotion of the TikTok grant opportunity.

Late Fall/Winter:

- National PTA will publicize the grant recipients with fanfare at mutually determined timing, with an opportunity for a TikTok representative to co-present or otherwise participate in the celebratory reveal.
- National PTA will update, produce, release, and promote use of official PTA Connected Toolkit to host Safer Internet Day events to include resources for families to better understand safe use of TikTok. National PTA and ByteDance will collaborate to produce and provide resources to grantees on how to be a TikTok content creator for PTAs who opt-in to share their Safer Internet Day experiences.
 - National PTA will provide training and technical support for all grantees.

- National PTA will manage all aspects of pilot design process to encourage State level Reflections participation and will present this plan to TikTok for review and input.
 - National PTA will identify 3 state pilot locations to support with up to \$15,000 in total from this agreement in running their pilot.
 - National PTA will provide 1-1 training and technical support for all pilot locations.

Winter 2020

- Safer Internet Day events occur (national convening and grant-funded satellite events)
 - National PTA will attend and participate in the National Safer Internet Day program hosted by ConnectSafely, to include having a PTA booth/table at the venue and providing a speaker/panelist to represent PTA Connected. PTA will promote the initiative and highlight resources, including TikTok.
 - National PTA will send a representative to at least one of the grant-funded events to personally support, observe, document (photos), and assess. PTA will select which grant-funded events to attend based on proximity and calendar availability.
 - At the conclusion of the activities/events, grant-funded PTAs will be required to submit an evaluation and provide specific metrics to National PTA (to include at least one event photo, a brief narrative, number of attendees, email addresses for opted-in participants for follow-up by National PTA (no personally identifiable information will be shared with TikTok), all evaluation sheets/data, etc.).

Spring 2020

- National PTA will produce an editorial series about the grant-funded events to be featured on PTA's OneVoice Blog with event photos and testimonials. Once published, this series will be promoted via one Facebook post, one tweet, and in an e-newsletter to select PTA members. Exact dates for such promotions will be mutually determined.

Summer 2020

- National PTA will complete an evaluation of grant programs and will submit a fulfillment report to TikTok. Aggregate and anonymized participant data in the grant-supported events will be shared with TikTok as part of the fulfillment reporting process. Exact date/timing TBD.
- PTA and TikTok will leverage National PTA Convention (June 18-21, 2020, Louisville, KY) to share success of the PTA Connected Initiative and celebrate TikTok's continued support.
 - PTA Connected Workshop – TikTok grantee work will be featured.

**Schedule B:
Promotional Scope of Work (October 2019 – September 2020)**

*Subject to adjustment by mutual agreement after strategic planning meeting
and during the Term with mutual written consent*

1. General.

- 1.1. Throughout the Term, PTA will feature ByteDance on the “sponsors and partners” acknowledgment web page within the PTA website and link back to ByteDance’s designated web page.
- 1.2. ByteDance will be provided the official Proud National PTA Sponsor logo for immediate and ongoing use during the Term. ByteDance will publish the standard disclosure language (“National PTA does not endorse any commercial entity, product, or service. No endorsement is implied.”) in any instance in which the PTA logo appears on the same page/material as a sales claim, ad, promotion, inducement to purchase, or any instance deemed required by National PTA to provide clarity of the relationship and avoid implication of endorsement.
- 1.3. National PTA will establish an official TikTok account within the first 30 days of the Term and publish TikTok content periodically in the natural course of promoting its various programs, resources, and information to its audiences during the Term. National PTA will have sole discretion over what is posted to its TikTok account and the frequency of TikTok utilization.
- 1.4. National PTA will share information about TikTok and instructions on how to create a TikTok account with PTA leaders in the field; however, ByteDance acknowledges that National PTA generally cannot mandate adoption of TikTok by the field.

2. PTA Connected.

- 2.1. ByteDance to be added to the appropriate section of the PTA website (PTA Connected) with formal supporting sponsor recognition language and a provided ByteDance logo with clickable link to ByteDance designated web page. ByteDance will be able to supply relevant content for inclusion in this section.
- 2.2. At a mutually determined time during the year, PTA and ByteDance will issue a joint press release announcing the alliance and the specific program being support under the PTA Connected initiative. The decision to release subsequent press releases during the term will be made based upon mutual agreement on legitimate newsworthiness. No mention may be made of the total financial investment ByteDance is making to support this program.
 - 2.2.1. ByteDance and National PTA will collaborate to assess PR opportunities with the goal of earning media coverage and positive impressions tied to the PTA Connected initiative work being conducted together.

- 2.2.2. National PTA will supply an authorized PTA spokesperson to make pre-authorized non-endorsing statements to the media (upon scheduled interview requests) about the alliance with ByteDance, the importance of helping families navigate TikTok safely and positively, and the specific activities funded by ByteDance through this agreement. ByteDance may request, and National PTA will supply, a prepared statement from an authorized PTA spokesperson about the alliance with ByteDance for ByteDance's use in promoting the alliance and related digital wellbeing/safety materials/messages. ByteDance and PTA will have a message preparation session before any media opportunities at a mutually agreeable time.
- 2.3. PTA will announce ByteDance as a Supporting Sponsor of PTA Connected through a combination of communications channels to include at least one Facebook post, one tweet, and one e-news blurb. Such messaging and timing of posts will be approved by both PTA and ByteDance. ByteDance may like/share PTA's posts and/or may post pre-approved original content on ByteDance channels announcing the alliance.
- 2.4. *Promotional Content.* Throughout the alliance, ByteDance will have the opportunity to capture, produce, and disseminate content that promotes their formal relationship with and investment in National PTA. More specifically, ByteDance has the option to capture video, photos, testimonials, and other useful content onsite at any of the ByteDance-grant-funded PTA events and/or ByteDance-sponsored PTA events for future promotional use by ByteDance with advance notification to National PTA of such planned activities. ByteDance may produce promotional content associated with the grant-funded events that integrate references to PTA Connected and ByteDance's role as a PTA sponsor.
 - 2.4.1. With 30 days advance notice and upon request, National PTA will coordinate with the PTA-affiliated grant-funded event site to ensure access and permissions for the ByteDance-supplied photographer/videographer, ensure that all participants have been notified of filming/photography before entering the event space, collect and provide media releases for participants and devise a method by which the photographers/videographers will understand if any specific participants at the event may not be filmed/photographed.
 - 2.4.1.1. National PTA will act as the liaison between ByteDance and the associated grant-funded PTA-affiliated sites, as needed, to obtain permissions for final approval of any resulting/produced promotional content (assets) created by ByteDance. While National PTA cannot mandate permissions or approval from these entities, every reasonable effort will be made to secure the necessary permissions in a timely fashion.

- 2.4.2. ByteDance will incur 100% of expenses associated with capturing and producing such content, including but not limited to: any onsite photography/videography and crew, video editing/cutting, production, editorial creation, etc. ByteDance will directly hire and manage any vendors necessary to perform the associated services. ByteDance will comply with reasonable requests from National PTA and the PTA-affiliated school or venue for advance notification of the vendor's company name and the names of the specific individuals who will come onsite. ByteDance will vouch that no hired individuals participating at school-based events have been convicted of crimes that would prevent them from interacting with children.
- 2.4.3. PTA must have an opportunity from ByteDance to review draft scripts and/or storyboards for all videos referencing PTA. ByteDance may not finalize any such videos without written approval from PTA on the final cut(s). Such approval will not be unreasonably withheld.
- 2.4.4. ByteDance may promote the promotional content (e.g., video, photo, editorial) at their sole discretion once approval has been granted by PTA. Upon approval of the content by PTA, ByteDance may promote the content through social, digital, in-person event, print, and any other form of communication leveraged by ByteDance without restriction.
- 2.4.5. ByteDance will own the resulting intellectual property ("promotional content") they produce as outlined in this Section and grants PTA an unlimited, irrevocable license to use of the promotional content in perpetuity by PTA with no rights fee for such license.

3. **Reflections.**

- 3.1. ByteDance will capture footage of PTA's January 2020 Reflections event at the US Department of Education and produce a series of TikTok videos that are then showcased by TikTok to appropriate users across the platform for a time-limited period along with predetermined hashtags to promote Reflections and encourage participation in the program.
- 3.2. National PTA will provide periodic access for ByteDance to deliver education and information that demonstrates how to use and leverage TikTok to Reflections volunteer chairs at the state and local levels.

4. **National PTA Legislative Conference (March 2020).** ByteDance will be invited to engage with the National PTA Board of Directors, State Presidents, Presidents-Elect, and Federal Legislative Chairs at the Legislative Conference via:
 - 4.1. ByteDance may send up to five individuals to this event as complimentary full registrants. Two individuals representing ByteDance may attend the Awards Dinner.
 - 4.2. ByteDance representative may deliver up to five minutes of sponsor remarks during the event on the main stage. If ByteDance wishes to show a video/multimedia during some or all of the allotted total five minutes, that multimedia content must be provided in its final format at least two weeks in advance of the event to National PTA for review, approval, and technical testing. Representative will be introduced by a PTA leader.
 - 4.3. ByteDance may provide promotional collateral (“tote bag insert”) (~250 attendees). Item to be shipped in quantity to the show site by ByteDance and the item will be placed on chairs by PTA.
 - 4.4. ByteDance representatives will be invited to (up to five) brief private meet-and-greet meetings with key local, regional/council, and/or state PTA leaders to be scheduled during the event to discuss corporate priorities/agenda and strengthen the alliance. PTA will handle the invitations and coordinate the times as well as secure a private meeting space. ByteDance representatives in attendance at general sessions will be seated strategically with select PTA leaders at VIP/reserved tables for additional rapport building.
5. **National PTA Convention (June 2020).**
 - 5.1. ByteDance will be acknowledged as a top-tier sponsor and eligible for commensurate benefits in the official convention program, on the convention website, and on onsite signage at the venue, and as otherwise mutually agreed.
 - 5.2. PTA will create and produce at least once daily TikTok video content from the convention site, with all such content published on National PTA’s official TikTok account. PTA will have sole discretion over this content.
 - 5.3. PTA will provide complimentary exhibition space for ByteDance in the Expo Hall up to 10’x 20’ linear square feet in a premium position.
 - 5.4. ByteDance may have up to five full convention registrants.
 - 5.5. TikTok to have special Reflections-associated engagement associated with “PTAPalooza” (on Saturday) during the Expo. This benefit will be designed more fully during the Term in the period leading up to the event; PTA guarantees that the engagement for TikTok will include a goodwill gesture that directly benefits national Reflections winners and will include an opportunity for a TikTok representative to introduce (or be aligned with) a Reflections award winner in a public/stage setting.

6. ByteDance-Hosted Event.

- 6.1. To the extent ByteDance convenes an event at a location within the contiguous United States with respect to ByteDance's corporate citizenship efforts and specifically around digital wellbeing, online citizenship, and/or a related theme appropriate to the alliance with PTA (the "ByteDance event"), a representative of National or associated State PTA leadership to be designated upon mutual agreement of the parties (the "PTA Rep") will participate in such ByteDance event.
 - 6.1.1. The PTA Rep will make general, non-endorsing remarks pertaining to the need for all families to have timely, practical information about how to safely navigate popular social platforms like TikTok and the positive opportunities that the internet can provide for young people. The remarks will be scripted in advance and approved by PTA and ByteDance.
- 6.2. Availability Exceptions: No representative of PTA can be available between March 1-20 due to the National PTA Legislative Conference and June 5-30 due to the National PTA Convention. ByteDance will not schedule the ByteDance event to conflict with these dates.
- 6.3. ByteDance may reference National PTA's participation in the ByteDance event in a newsroom post, press release, or other promotions; however, all such references to PTA must be approved in advance in writing by PTA. PTA may require ByteDance to include a disclaimer on certain promotional materials or documents (i.e., "National PTA does not endorse any commercial entity, product, or service. No endorsement of ByteDance is implied.").
- 6.4. The PTA Rep will be identified at least 21 days in advance of the ByteDance event by National PTA and is subject to approval by ByteDance. National PTA will incur the travel and lodging expenses for the PTA Rep to participate in the ByteDance event.
- 6.5. Upon request, National PTA will assist in recruiting PTA-affiliated individuals (i.e., members, leaders, families – as required) within a predetermined radius to RSVP for and participate in the ByteDance event. Further, upon request, National PTA will make a personal introduction to the council/region/district PTA leader in that area, if present, and/or the State PTA leader to recruit them to participate in the ByteDance event.
 - 6.5.1. PTA cannot guarantee a particular response/attendance rate of PTA-affiliated individuals but will make a reasonable effort to ensure the ByteDance event has the desired PTA representation.
- 6.6. National PTA will support one ByteDance-hosted event annually during the Term upon request from ByteDance. All such events will be orchestrated and owned by ByteDance. PTA's role is limited to the activities described in this Section.

7. **Advertising Assets.** Annually during the Term, ByteDance will have the opportunity to share content in the following PTA communications. ByteDance will be able to determine scheduling of each asset based on available dates provided by PTA. Standard policy is that an advertising asset must be scheduled at least three weeks in advance of deployment, based on availability, and final approved content must be provided at least two weeks in advance of deployment, or the asset may be rescheduled at the discretion of PTA.
 - 7.1. Annual Expiration of Assets. Any unused advertising assets described in this section expire at the end of the Term. PTA will work closely with the ByteDance representatives to assist in ensuring that all available assets are utilized.
 - 7.2. ByteDance may submit ten sponsored postings for PTA to send out via PTA's social media accounts (i.e., Facebook, Twitter, Pinterest, ByteDance) with no more than four on Facebook annually. All Facebook posts on behalf of ByteDance must have a spacing of at least 45 days apart; no such spacing restrictions exist for the other social channels. National PTA will like and share relevant ByteDance posts upon request and when feasible; ByteDance similarly may do the same on relevant PTA posts as desired and when feasible without any formal permissions required to do so.
 - 7.3. ByteDance may submit four sponsored blog posts for publication on PTA's One Voice Blog.
 - 7.4. ByteDance may author and supply one relevant editorial article on a mutually determined theme to be posted to the digital *Our Children* magazine. This editorial will be promoted in the monthly *Our Children* e-newsletter.
 - 7.5. ByteDance may provide one digital ad banner to run on the homepage of the online *Our Children* magazine or PTA.org for a four-month term (as desired). These monthly terms do not need to be consecutive. PTA will advise ByteDance of the availability of the different advertising positions on the site based on existing obligations and ByteDance will select the specific months and locations for the ads to run based on this information.
 - 7.6. ByteDance may select six nonconsecutive *PTA Weekend Update* e-newsletters to run an advertorial of 30-45 words with a headline, hyperlink, and related image.

DOCUMENT METADATA

Bates Number: TIKTOK3047MDL-002-00078234-TIKTOK3047MDL-002-00078246

BEGATTACH: TIKTOK3047MDL-002-00078233

ENDATTACH: TIKTOK3047MDL-002-00078246

Attachment Count: 0

PRODVOL: TIKTOK3047MDL-002

Custodian: ERIC EBENSTEIN

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SIGNATURE: PTA CONTRACT

Confidentiality Designation: CONFIDENTIAL

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