

Press Release Writing Service Appendix

This Press Release Writing Service Appendix (“Appendix”) supplements the existing agreement between the parties (“Master Agreement”). Capitalized terms used, but not defined, in this Appendix have the meanings given in the Master Agreement. In the event of any conflict between this Appendix and the Master Agreement, this Appendix will prevail.

1. Definitions

For the purposes of this Appendix, references to “Services” in the Master Agreement refer to the Press Release Writing Services (defined below) and references to “Customer Data” in the Master Agreement refer to Customer Materials (defined below).

“**Customer Materials**” means materials Customer makes available to Supplier for the purpose of Supplier providing the Press Release Writing Services.

“**Distribution Services**” means press release distribution services that Supplier provides to Customer as set out on an Order.

“**Press Release Writing Services**” means press release Writing services provided by Supplier as described in an Order.

“**Release Content**” means content in any format posted, delivered, uploaded or submitted by Customer or on Customer’s behalf in connection with the Distribution Services in any form.

2. Press Release Writing Services.

2.1 **Press Release Writing Services.** Supplier will provide the Press Release Writing Services described in an approved Order.

2.2 **Cooperation.** Customer acknowledges that the successful and timely rendering of the Press Release Writing Services will require the good faith cooperation of Customer. Accordingly, Customer will fully cooperate with Supplier, including, without limitation, by (a) providing Supplier with all information reasonably necessary to the Supplier’s performance; (b) providing at least one employee or consultant of Customer who shall have substantial relevant experience, to act as a Customer contact in connection with the development of the Release Content; and (c) providing timely review of materials submitted by Supplier.

2.3 **Customer Responsibilities.** All Release Content drafted by Supplier will be made available to Customer for review and approval prior to distribution. Notwithstanding Supplier’s writing of the Release Content, Customer is solely responsible for the content and accuracy of the Release Content. Customer agrees that the Release Content will not contain any material that: (i) is obscene, libelous, slanderous or defamatory; (ii) is untrue, misleading or not supported by adequate substantiation; or (iii) violates any third-party intellectual property right or applicable law. Customer warrants that it has the right, title and interest to submit the Release Content to Supplier for the purposes of the Press Release Writing Services and that it has obtained in connection with the Customer Materials any and all third-party rights, clearances and licenses as required for Supplier to perform the Press Release Writing Services. These rights include the use of any copyrighted or trademarked materials and the use of any names, personas, likenesses or biographical materials and for the payment of any fees or royalties in connection therewith. Customer will indemnify Supplier and its third-party distributors against any claims arising out of: (i) Customer Materials; or (ii) any materials that Supplier creates for Customer and which Customer approves before its distribution.

2.4 **Rights Reserved.** Supplier reserves the right, in its sole discretion and upon notice to Customer, to reject any Release Content and to suspend the Press Release Writing Services in the event it

reasonably believes that such Customer Release Content will breach any of the representations above or otherwise result in liability to Supplier.

2.5 **Third-Party Materials.** To the extent that any materials licensed from third parties are included in the Release Content ("Third-Party Materials"), such as stock photography, Customer shall not own such Third-Party Materials and Customer's rights shall be subject to the rights of such third parties. Customer agrees to comply with all license restrictions and other applicable terms of any third-party agreement applicable to the Third-Party Materials identified by Supplier and shall be solely responsible for any payments owing to such third parties in the event Customer reuses any Third-Party Materials outside of such license restrictions.