



PR Newswire
United Business Media

Media Intelligence Products Agreement

PR Newswire's Annual Subscription Services: ProfNetSM, MEDIAtlasTM and eWatchTM

Purchasing: (Check all that apply) ProfNetSM
The Expert Connection

MEDIAtlasSM
Traffic, List Building & Distribution

eWatchSM
Media Monitoring

Date Bureau PR Newswire Account Number

Account Manager Start Date Stop Date

Customer Information*

Organization Type: Corporation PR Firm College/University Hospital Government Non-Profit Other: _____

Organization Name Industry

Primary Contact Name Title

Telephone/Ext Fax Number E-mail Address

Number and Street (No P.O. Boxes, please)

City State/Province Zip/Postal Code

*Please notify us if billing address has changed

ProfNetSM

Annual pricing for 5 users:

- PR Agencies/Full Feed \$3,500
- Corporations/Full Feed \$2,650
- Corporate Social Responsibility Single Feed \$1,900
- Additional 5 Seats \$ 450
- Other (Please Specify) \$_____

MEDIAtlasTM

Annual Price Per Seat* quantity

- MEDIAtlas with
- North American Data Module \$2295 _____
- International Data Module \$650 _____
- Additional Seats (per seat) \$995 _____
- Premium Edition \$3295 _____
- Additional Services:
- Editorial Calendars \$450
- Activities Module \$550
- 3,000 Domestic Fax/Email
- Distributions \$805

eWatchTM

Annual Prices: 5 Users or 5 Agency Clients

- PrintPubs \$4,995
- Web Pubs \$4,995
- PrintPubs and Web Pubs \$8,995
- WebWatch \$4,995
- Report Distribution Rights* \$2,700

* Not available for PrintPubs

User Information

Name and Title E-mail Address Phone Number

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____

Your membership to any of these services will be processed upon the execution of this Media Intelligence Products Agreement and the applicable service terms and conditions. If you have any questions regarding this agreement, please call 800-482-4220. Sharing User IDs and password information is strictly prohibited and may result in interruption of services. Your signature below acknowledges that you are authorized to execute this Media Intelligence Products Agreement and the applicable service terms and conditions on behalf of your company and agree to all the terms contained herein. Please fax this completed agreement and executed applicable service terms and conditions to: 800-856-4514.

Total purchase price for services listed above is \$_____.

Printed Name Title Signature

Please fax this completed agreement and executed applicable service terms and conditions to: 800-856-4514.



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MEDIATLAS - TERMS & CONDITIONS

- Welcome; Services.** These Terms and Conditions (this "Agreement") govern Subscriber's use of the PR Newswire Association LLC ("PR Newswire") global media database service, currently known as MEDIAtlas (the "Service"). The term "Subscriber" refers to the entity that subscribes to or uses the Service on behalf of its designated authorized individual users. As part of the Service, PR Newswire will provide Subscriber with use of the Service, including access and storage.
- Member Account; Password and Security.** Upon registration, Subscriber will select a username and password for each authorized user. Subscriber shall designate in writing to PR Newswire its authorized users of the Service on the Media Intelligence Products Agreement, and such authorized users shall be the only persons permitted to access and use the Service. Subscriber shall be responsible for communicating in writing to PR Newswire any changes in authorized users. Subscriber is and shall remain responsible and liable for the performance of all the terms of this Agreement and use of the Service by all authorized users and shall directly ensure the fulfillment thereof. The subscription is on a per user basis. The Service will only be accessed by those authorized persons for whom a subscription fee has been paid. Subscriber and its authorized users are responsible for maintaining the confidentiality of the username(s) and password(s). Subscriber will notify PR Newswire immediately of any unauthorized use of Subscriber account, or any other breach of integrity or security of the Service of which Subscriber becomes aware.
- User Data.** Subscriber, not PR Newswire, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of any and all data, information or material that Subscriber may post to be used in connection with the Service ("User Data"). PR Newswire shall not be responsible or liable for errors in connection with User Data, including without limitation, deletion, correction, destruction, damage, loss or failure to store any User Data.
- Invoices and Payments.** PR Newswire shall deliver an invoice to Subscriber for all amounts due hereunder, plus applicable federal, state and local taxes. Subscriber shall remit all amounts due upon receipt of the invoice. PR Newswire reserves the right to suspend service if an account is thirty (30) or more days past due. PR Newswire reserves the right to change prices upon thirty (30) days written notice. PR Newswire may charge, in addition to the amount past due, interest thereon at the lesser rate of 1.5% per month or the maximum rate permitted by law, as well as all costs of collection, including legal fees and costs, incurred by PR Newswire or its agents, for accounts more than thirty (30) days overdue.
- Term and Termination.** The term of this Agreement shall be for a period of one (1) year. The Agreement will be renewed automatically for one (1) year periods thereafter except that, after the initial period, either party may notify the other party of its intention not to renew by giving at least thirty (30) days written notice of termination prior to any subsequent anniversary of the date of this Agreement. PR Newswire, in its sole discretion, may terminate Subscriber's, or any individual authorized users, password, account or use of the Service and remove and discard any User Data within the Service if Subscriber fails to comply with this Agreement. Upon termination (a) of a Subscriber's right to use such account and the Service immediately ceases, (b) PR Newswire shall have no obligation to maintain any User Data stored in Subscriber's account or to forward any User Data to Subscriber or any third party, and (c) Subscriber will erase all information retrieved from the database(s) made available on the Service from all of Subscriber's computer systems, storage media and databases, and will retain no further copies thereof. Subscriber's obligation to pay accrued subscription fees and to erase stored information in accordance with the foregoing shall survive the termination of this Agreement.
- Non-Transferable License.** In consideration for Subscriber's subscription fee, PR Newswire grants to Subscriber a non-exclusive, non-transferable license to use the Service solely for Subscriber's own internal business purposes in connection with media contact management and news release distribution and a limited, non-exclusive, non-transferable, personal license for Subscriber's designated users to use the data stored on the specific database(s) Subscriber has selected for use with the Service, subject to the limitations contained herein. PR Newswire reserves the right to change the subscription fee with thirty (30) days prior notice, and Subscriber will be invoiced for any additional fees, provided that PR Newswire shall not increase the subscription fee more than once annually. All rights not expressly granted by PR Newswire to Subscriber are retained by PR Newswire.
- Proprietary Rights.** Subscriber has no right, title or interest in or to the Service except as expressly provided under this Agreement. Subscriber acknowledges that the information contained in the Service is valuable proprietary information. Except for the User Data as between Subscriber and PR Newswire, all rights in and to the Service and the information contained therein, including all copyrights, belong to PR Newswire.
- Links to Third Party Sites.** PR Newswire may include links to third party sites. PR Newswire does not endorse any sites and is providing these links to Subscriber only as a matter of convenience, and in no event shall PR Newswire be responsible for any content, products, or other materials on or available from such sites.
- Disclaimer of Warranties; Limitation of Liability.** THE SERVICES AND ANYTHING, WHETHER TANGIBLE OR OTHERWISE, ARISING FROM OR RELATING TO THE SERVICES OR OTHERWISE PROVIDED OR FACILITATED BY PR NEWSWIRE (COLLECTIVELY, THE "MATERIALS"), ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. SUBSCRIBER'S SOLE REMEDY FOR ANY DISSATISFACTION WITH THE MATERIALS IS TO STOP USING THE MATERIALS, INCLUDING THE SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL PR NEWSWIRE OR ITS RELATED PARTIES (AS DEFINED BELOW), REPRESENTATIVES OR VENDORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL,



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EXEMPLARY, PUNITIVE OR OTHER DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOOD WILL, USE, DATA, OR OTHER INTANGIBLES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OR THE SERVICES PROVIDED HEREUNDER WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF PR NEWSWIRE OR ITS RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PR NEWSWIRE WILL NOT BE LIABLE FOR ANY DELAY IN ACCESSING AND/OR INABILITY TO ACCESS THE SERVICE WHETHER DUE TO AN ACT OF GOD, ACTION BY GOVERNMENTAL ENTITY, STRIKE, DIFFICULTY, ELECTRONIC MALFUNCTION, ETC., OR ANY RELIABILITY OR EFFECTIVENESS RELATED TO THE SERVICE. IN NO EVENT WILL PR NEWSWIRE BE LIABLE FOR ANY FAILURE, DISRUPTION, DOWNTIME, INTERRUPTION, DELAY, INACCURACY, OR ANY OTHER NONPERFORMANCE RELATED TO THE SERVICE. PR NEWSWIRE MAKES NO WARRANTY OR REPRESENTATION THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES AND/OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO SUBSCRIBER. IN SUCH EVENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) ALL WARRANTIES REQUIRED BY LAW EXTEND FOR ONLY SUCH PERIOD AS REQUIRED BY LAW OR 30 DAYS FROM SUBSCRIBER'S INITIAL ACCEPTANCE OF THESE TERMS; AND (B) IN NO EVENT SHALL PR NEWSWIRE OR ITS RELATED PARTIES, REPRESENTATIVES OR VENDORS BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR DAMAGES OF WHATEVER KIND OR NATURE IN EXCESS OF THE FEES PAID BY SUBSCRIBER TO PR NEWSWIRE HEREUNDER.

- 10. **Indemnity.** Subscriber shall indemnify and hold PR Newswire, its parent, subsidiary, and/or affiliated companies, their directors, officers and employees (collectively, "Related Parties") harmless from any claim, loss, cost, expense, demand, or damage, including reasonable attorneys' fees, arising directly or indirectly out of the (a) use of or connection to, or the inability to use or connect to the Services; (b) account information, User Data or other information transmitted or stored through or on the Services; or (c) acts or omissions in connection with either (a) or (b) above.
- 11. **Limitations.** Subscriber will comply with rules and regulations that PR Newswire may impose on the use of the Service from time to time. Subscriber is solely responsible for the contents of the User Data and Subscriber's use of the Service is subject to all applicable local, state, federal and international laws and regulations. The information retrieved from the database(s) made available on the Service: (i) will be used solely by designated authorized users for Subscriber's business use and will not be transferred, sold or otherwise redistributed or disseminated in any manner without the express prior written consent of PR Newswire; (ii) will not be retained in computer memory or in a database(s) except as permitted herein; and (iii) will not be stored, accessed, distributed or otherwise used by Subscriber in any manner upon expiration or termination hereof. This obligation shall survive the expiration or termination of this Agreement.
- 12. **Force Majeure.** The failure of either party to perform its obligations under this Agreement due to conditions beyond its control, including, but not limited to, acts of God, catastrophes, government restrictions, wars, insurrections, strikes, fires, floods or work stoppages, and telecommunication services beyond its control shall not be deemed a breach; PROVIDED, HOWEVER, that if failure to perform because of conditions beyond the control of one party continues in excess of sixty (60) days, then the other party may terminate this Agreement without penalty by giving thirty (30) days prior written notice.
- 13. **Subscriber Support.** From time to time PR Newswire will advise Subscriber of PR Newswire's support policies. PR Newswire reserves the right to change or discontinue its support policies or the Service at any time. PR Newswire will not be liable to any Subscriber or any third party should PR Newswire exercise its right to change or discontinue the Service or its support policies, except for a pro rata refund of the subscription fee in the event PR Newswire terminates the Service without cause. PR Newswire will, however, use reasonable efforts to advise of any changes as soon as practicable.
- 14. **Miscellaneous.** Subscriber is responsible to pay any sales or use tax imposed at any time in connection with this Agreement. Notices hereunder shall be sufficient if sent by electronic mail to the address specified by Subscriber in the Media Intelligence Products Agreement and the address specified by PR Newswire on its website. This Agreement will be governed by New York law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. Any distribution services in connection with the Service shall at all times be subject to Subscriber's completion and execution of PR Newswire's standard New Member Form and Conditions of Service. Subscriber represents and warrants that the undersigned has full right, power and authority to execute this Agreement.

SUBSCRIBER HAS READ AND AGREES TO THE FULL TERMS AND CONDITIONS.

Company Name: _____

Authorizer's Name (Please print): _____

Title: _____ Telephone: _____ ext. _____

Signature: _____ Date: _____