

## PR Services Appendix – last updated: 2 August 2021

This PR Services Appendix (“**Appendix**”) supplements the Master Subscription Agreement in place between the parties (“**Master Agreement**”). Capitalised 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 prevails. Sections in the Master Agreement relating to Supplier’s confidentiality and indemnification obligations do not apply to the PR Services and are only as set out in this Appendix.

### 1. Definitions

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

“**Authorized Sender**” means individuals that Customer identified in writing as being authorized to submit and issue Release Content on Customer’s behalf.

“**Customer Materials**” means materials the Customer makes available to Supplier for the purpose of Supplier providing the Services, including Microsite Content, Release Content and Widget Content.

“**Design Elements**” means the Customer’s URL, design branding requirements, Customer’s Marks and any design assets in a Microsite.

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

“**Marks**” refers to a party’s logos, trademarks, service marks and other indicia of source.

“**Microsite Content**” means content in any format posted, delivered, uploaded or submitted by Customer or on Customer’s behalf in connection with the Microsite Services in any form, which may include, without limitation, the Design Elements.

“**Microsite Services**” or “**Microsite**” means a microsite that Supplier customises, hosts and maintains for Customer as set out on an Order. The term “Microsite” may refer to an IR Room, CauseRoom, MediaRoom Feed, MediaRoom News Release Archive, MediaRoom or the microsite portion of a Multichannel News Release.

“**PR Services**” means Distribution Services, Microsite Services and Widget Services.

“**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.

“**Widget Content**” means: (a) links to filings by Customer with the Securities and Exchange Commission (“SEC”); (b) content provided by Customer or on Customer’s behalf and processed by Supplier for distribution or in connection with the Widget Services; or (c) Customer stock quotes by Customer ticker.

“**Widget Services**” or “**Widget**” means embed code built, hosted and maintained by Supplier as set out on an Order.

### 2. PR Services terms

**2.1. Responsibility.** Customer: (a) is responsible for the content and accuracy of all Customer Materials, even if Supplier has reviewed or edited such Customer Materials for Customer; (b) will provide Supplier with assistance as reasonably required for Supplier to perform the PR Services; (c) warrants that it has the right, title and interest to submit the Customer Materials to Supplier for the purpose of the Services and has obtained all third-party clearances, permissions and licences as required for Supplier to perform the Services; (d) agrees that the Customer Materials will not contain any material that: (i) is obscene, libelous, slanderous, defamatory, or otherwise false or misleading; or

(ii) violates any third party intellectual property rights or applicable law; and (e) will take commercially reasonable efforts to ensure that the Customer Materials will not contain any malicious code. Customer will indemnify Supplier and its third-party distributors against any claims arising out of the Customer Materials or any breach of this Appendix by Customer.

**2.2. Removal and suspension.** Supplier may at any time remove any Customer Materials from the Services or suspend the Services if Customer has breached this Appendix.

### **3. Distribution Services terms**

This section 3 sets out additional terms applicable to Distribution Services.

**3.1. Authorized Senders.** Only Authorized Senders may submit Release Content on Customer's behalf. Customer is responsible for providing Supplier with a current, accurate list of the names of its Authorized Senders, and all related contact information. Customer's failure to update the Authorized Sender list may result in delays in the issuance of Release Content or the issuance of Release Content by a person or persons no longer authorized by Customer.

**3.2. Releases.** For all Release Content, Customer will provide in writing: (a) the name of the issuer of the Release Content (i.e., not the issuer's agency) to be displayed to the public as the source of the Release Content; and (b) the contact details of the person responsible for responding to enquiries from readers of the Release Content.

**3.3. Consent.** Customer is responsible for obtaining all consents required in connection with any of its own distribution lists provided to Supplier.

**3.4. Acknowledgement.** Customer acknowledges that: (a) Supplier's distribution lists may change and, except as otherwise set out on an Order, Supplier does not guarantee distribution of Release Content to any specific distribution point; (b) Supplier does not guarantee that any Release Content will be picked up by any particular website, media outlet or member of the media; (c) once distributed and viewable by the public, Release Content may be publicly accessed, viewed and downloaded in perpetuity; and (d) Supplier has no responsibility or liability for the terms of any social media site to which Release Content is distributed.

**3.5. Supplier's rights.** Supplier may at any time: (a) reject or refuse distribution of any Release Content; (b) edit Release Content in consultation with Customer; and (c) remove any Release Content from its websites or cease distribution of any Release Content, in each case, if it determines in its reasonable discretion that such Release Content violates its standards for publication or may otherwise result in liability.

**3.6 License.** By submitting Release Content to Supplier in connection with the Distribution Services, Customer grants to Supplier and its third-party content distributors a worldwide, royalty-free and perpetual right and license to reproduce, distribute, sublicense, translate, archive and create abridgements of the Release Content.

**3.7. Web SEO services.** Customer may purchase search engine optimization, tagging services and search engine reports on their press releases. Neither Supplier nor its third-party suppliers or partners will be liable to Customer for any error or omission resulting in the failure of the web SEO services to create any specific changes in search engine placement.

### **4. Microsite Services terms**

This section 4 sets out additional terms applicable to Microsite Services.

**4.1. Term.** Unless otherwise agreed to in an Order, the Term of the Order commences upon execution and not upon any Microsite going live (i.e., available for public view). After the expiration of an Order or if no term is stated on an Order, Supplier may cease display of the Microsite after one (1) year following distribution of the Microsite by Supplier.

**4.2 Access.** Customer is responsible for providing Supplier with a current, accurate list of the names of its Users, and all related contact information. Customer's failure to update the User list may result in unauthorized use of the Microsite Services.

**4.3. Licence.** As between Supplier and Customer, Supplier owns all aspects of the Microsite Service and Customer owns its Microsite Content. Supplier grants to Customer a revocable, worldwide, royalty-free, personal, non-transferable and non-sublicensable licence to use the Microsite for the purposes contemplated by this Appendix. During the Term, Customer hereby grants to Supplier a non-exclusive, worldwide, royalty-free, transferable, sublicensable right and license to reproduce and display the Microsite Content in connection with Supplier's performance of the Microsite Services.

## **5. Widget Services terms**

This section 5 sets out additional terms applicable to Widget Services.

**5.1. Installation.** Customer is responsible for: (a) building, hosting and maintaining a web page on which the Widget is to be installed (the "Widget Page"); and (b) installing the Widget on the Widget Page in compliance with all technical requirements applicable to the Widget. Customer may install the Widget only on a page of a website that is owned and operated by Customer.

**5.2. Licence.** Supplier grants to Customer a personal, non-transferable right to use the Widget for the purposes contemplated by this Appendix. Except as otherwise stated in this Appendix, Customer may not copy, reproduce, republish, post, transmit or redistribute the Widget without Supplier's prior written consent. Customer will not tamper with, hack, spoof, reverse engineer, modify, sell, offer for sale or otherwise corrupt the Widget. Customer is granted no right, title or interest in the Widget, the source code or any related intellectual property rights which are expressly reserved to Supplier.

**5.3. Termination.** Customer's right to use the Widget will immediately cease upon termination of this Appendix for any reason and Customer will delete and purge all copies of the Widget and associated code from Customer's website, hard drives, networks and other systems.