

Media Request Service Appendix – last updated: 9 August 2021

This Media Request Service Appendix (“Appendix”) supplements the existing agreement in place 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 prevails. Sections in the Master Agreement relating to Supplier’s confidentiality and indemnification obligations do not apply to the Media Request Services and are only as set out in this Appendix.

1. Definitions

"Expert" refers to an individual who responds to a Query.

"Journalist" refers to a person or entity who registers with the Media Request Service as a news reporter, blogger, or other media source.

"Media Request Services" means Supplier’s service linking information sources to Journalists.

"Query" refers to a request for information submitted to the Media Request Service by a Journalist.

2. Service terms

2.1 Responsibility. Customer: (a) will contact Journalists only through the channels specified by the Journalist or Supplier; (b) agrees that the Media Request Services and Queries will be used by Users for only Customer’s internal business purposes; (c) will not use the Media Request Services to publish, post, or distribute any obscene, or otherwise unlawful material; (d) will not use the Media Request Services to impersonate any third party, or otherwise misrepresent an affiliation with a third party; (e) will not use the Media Request Services to appropriate any idea or concept that is part of a Query; (f) will not respond to a Query with pitches that have little or no relevance to the Query; and (g) will not introduce any malicious code into the Media Request Services. Customer will indemnify Supplier, its corporate affiliates, and its own and its corporate affiliates’ own directors, officers, employees, agents, other representatives and third party suppliers, licensors and distributors against losses (including court costs and reasonable attorneys’ fees) arising out of a third party claim relating to Customer Data.

2.2. Disclaimer. Supplier does not verify the identity or authenticity of any Journalist and is not responsible for: (a) the content of Queries submitted by a Journalist; (b) for any other act or omission of a Journalist. Supplier is not liable for the deletion, corruption or failure to post, store or forward any messages or other content (including the Queries).

2.3. License. Customer grants to Supplier a worldwide, perpetual, irrevocable, transferable, royalty-free and sublicensable right and license to copy, store, reproduce, distribute and archive any Customer Data for the purposes of providing the Media Request Services.

2.4. Removal and suspension. Supplier may at any time remove any Customer Data from the Media Request Services or suspend the Media Request Services if Customer has breached this Appendix.