



**Texas Department of Motor Vehicles**  
**Business Unit # 60800**  
**Purchase Order # 0000002644**

Page: 1 of 2

Payment Terms: **NET30** Freight Terms: **FOB Destination** Ship Via: **VNDR** PCC: **K** Date: **05/31/16** PO Method: **DG** Dispatch: **Dispatch Via Print** Rev Dt:

**PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.**

**Vendor:** CISION US INC  
130 E RANDOLPH ST FL 7  
CHICAGO IL 60601-6164  
**United States**

**Ship To:** 1P00 - TxDMV Warehouse  
4000 Jackson Avenue  
Austin TX 78731  
United States

**Vendor ID:** 1364011543 5

**Bill To:** 4000 Jackson Avenue  
Austin TX 78731  
United States

**Purchaser:** Rhonda Lee Gips  
**Phone:** 512/465-4199  
**Fax:** 512/465-5641  
**Email:** Rhonda.Gips@txdmv.gov

**Fax:**  
**Email:** DMV\_FIN-INVOICES@TxDMV.gov

**PO Information:**

Per signed Service Agreement.

"DIRECT PUBLICATION" Not available from any other source.

Change orders will be allowed only if unforeseen conditions arise such as, but not limited to, increasing or decreasing quantities or if the department needs dictate changes. All changes shall be in the scope of original work. No verbal change orders shall be permitted. All change orders must be in writing with a Purchase Order Change Notice (POCN) issued by TxDMV Purchasing Section.

**Payment:**

Payment will be made in accordance with the Texas Prompt Payment Act, TGC, Subtitle F, Chapter 2251. Vendor shall submit one copy of a correct itemized invoice showing the purchase order number, payee ID., remit to address, and phone number on invoice. Vendors may submit an electronic invoice. All electronic invoices shall be sent to DMV\_FIN-INVOICES@TxDMV.gov (note: There is an underscore "\_" between DMV and FIN). All invoices received at the email address will be filed for future reference and you will receive a receipt confirmation email. To avoid the confusion of duplicate invoices, please do not send other copies of this invoice via regular mail, fax or other means. On emails for electronic invoices, include the company name (as it appears on the invoice) and the purchase order number in the subject line to assist in identifying and processing your invoices in a timely manner. TxDMV will not incur any penalty for late payment if payment is made in 30 days or less from receipt of goods or services and a correct invoice, whichever is later.

Note: Warrants will not be issued to a vendor without a current Texas Identification Number.

TxDMV Contact: Mari Aaron - 512-465-1443 or Mari.Aaron@TxDMV.gov

Vendor Contact: Tia Galloway - 301-918-6468 or Tia.Galloway@cision.com

**Authorized Signature**

*Rhonda Gips, CFM*

**05/31/2016**



**Texas Department of Motor Vehicles**  
**Business Unit # 60800**  
**Purchase Order # 0000002644**

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Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
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1- 1	CISION Electronic Subscription	956/35	1.0000	YR	\$10,531.49	\$10,531.49	06/01/2016
Service Term: June 1, 2016 - May 31, 2017							
						Schedule Total	\$10,531.49
Contract ID: 0000002644				ReqID: 0000002487			
To include the following: Advanced Media Database: North America (includes up to 25,000 emails) Influencer Module Email Campaigns News OnDemand: Online and LexisNexis Print Monitoring North America News On-Demand Royalty Fee News OnDemand: Streams Storage Pack (2,500 MB of storage) Additional Storage (500M)							
						Item Total for Line # 1	\$10,531.49

**Total PO Amount** \$10,531.49

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

Texas Department of Motor Vehicles Standard Terms and Conditions can be found at: <http://www.txdmv.gov/contractors-vendors>

**Authorized Signature**

*Rhonda Gips, CFM*

**05/31/2016**





Cision US Inc.  
1 Prudential Plaza, 7th Floor  
130 E Randolph Street  
Chicago, IL 60601  
Tel: 312.922.2400  
Fax: 312.922.3126

5/25/2016  
Q-85713  
11440

Adam Shaivitz  
TxDMV  
4000 Jackson Avenue  
Austin TX, 78731 USA

Dear Adam,

Thank you for using our services. We value your business and hope to serve you for many years to come. Your subscription is due for renewal.

To ensure timely processing of your renewal please note the following requirements:

- You must electronically sign this agreement before your quote expired.
- If you are paying by invoice and require a purchase order number on your invoice, your P.O. number must be provided. Failure to provide such information acknowledges that no P.O. number is required. Please review our P.O. statement for full details.

If you have any questions please call me at (301) 918-6468 or send an email to [tia.galloway@cision.com](mailto:tia.galloway@cision.com). Again, thank you for your business and we look forward to continuing to work with you.

Sincerely,

Tia Galloway  
(301) 918-6468  
[tia.galloway@cision.com](mailto:tia.galloway@cision.com)



## Order Form

Reference No: Q-85713

Salesperson: Tia Galloway, tia.galloway@cision.com

Created: May 25, 2016

Quote Expiration: June 1, 2016

This Order Form ("Order Form") is entered into and effective as of the date of the Customer's signature below, between Cision US Inc. with its principal place of business at 130 E. Randolph Street, Chicago, IL 60601 ("Company") and Texas Department of Motor Vehicles with its principal place of business at 4000 Jackson Avenue, Austin, TX 78731 USA ("**Customer**"). This Order Form is governed by the Master Services, Master Subscription or Subscription Agreement by and between Company and Customer (the "**MSA**") (collectively, the Order Form and MSA shall form the "**Agreement**"). Capitalized terms used in this Order Form shall have the meaning assigned to them in the MSA, unless otherwise defined herein. In the event of any conflict or discrepancy between the MSA and this Order Form, the Order Form shall control.

### Shipping Information

SHIPPING INFORMATION ON FILE	INDICATE CHANGES TO SHIPPING INFORMATION
Company: Texas Department of Motor Vehicles	
Shipping Address: 4000 Jackson Avenue Austin TX, 78731 USA	Shipping Address:
Name: Adam Shaivitz	Name:
Phone: (512) 465-4210	Phone:
E-mail: adam.shaivitz@txdmv.gov	E-mail:

### Billing Information

BILLING INFORMATION ON FILE	INDICATE CHANGES TO BILLING INFORMATION
Company: Texas Department of Motor Vehicles	This is a residential address.
Billing Address: 4000 Jackson Avenue, Austin, TX 78731 USA	Billing Address:
Invoice Contact Name: Lisa Selvera	Invoice Contact Name:
Invoice Contact Phone: 512.465.4027	Invoice Contact Phone:
Invoice Contact E-mail: <a href="mailto:dmv_fin-invoices@txdmv.gov">dmv_fin-invoices@txdmv.gov</a> ; Lisa.Selvera@TxDMV.gov	Invoice Contact E-mail:



SERVICES		
Quantity	Service(s) Ordered	Service Term
1	Advanced Media Database: North America (includes up to 25,000 emails)	6/1/2016 - 5/31/2017
1	Influencer Module	6/1/2016 - 5/31/2017
1	Email Campaigns	6/1/2016 - 5/31/2017
1	News OnDemand: Online & LexisNexis Print Monitoring North America	6/1/2016 - 5/31/2017
1	News On-Demand Royalty Fee	6/1/2016 - 5/31/2017
1	News OnDemand: Streams	6/1/2016 - 5/31/2017
1	Storage Pack (2,500 MB of storage)	6/1/2016 - 5/31/2017
5	Additional Storage (500M)	6/1/2016 - 5/31/2017

PRICING*	
Total Fees	\$16,880.00
Discount	(\$6,348.51)
Total	\$10,531.49

\* Note: The Prices above do not include taxes and travel expenses. Taxes are charged based on the state listed in the Shipping Information section above. Invoices will reflect any such taxes collected or travel expense amounts.

## Payment Information

**Total Discounted Agreement Amount:** \$10,531.49

**Payment Type:** Invoice

Payment Terms: Net 30. Invoices shall be delivered via email to the "Invoice Contact E-mail" in the billing Information section above.

Are you Tax Exempt? YES

*If your organization is tax exempt, we require a valid tax exemption certificate from your state. Please email a copy of your certificate to your sales representative. We will not be able to process your order until this certificate has been received.*

If your organization requires a P.O. number on invoices issued by Company, please provide the P.O. number below. Failure to provide such information acknowledges that no P.O. number is required and all invoices will be paid in accordance with the Agreement.

**P.O. Number** 60800 00000021644

## System Manager

Please provide contact information for the person who will manage your system.

Name:

Email Address:

## Product Overview

The following products are included in this Order Form:

### **Advanced Media Database: North America (includes up to 25,000 emails)**

Access to our North American media contacts, outlets and editorial opportunities for one user. Includes 25,000 emails which expire at the end of the contract. Includes email tracking functionality including reader interaction statistics and automated activity tracking. Also includes influencer database and influencer searching functionality.

### **Influencer Module**

Access to blogs, bloggers and Influencer Search functionality

### **Email Campaigns**

Additional email tracking functionality including reader interaction statistics and automated activity tracking.

### **News OnDemand: Online & LexisNexis Print Monitoring North America**

Coverage of nearly 10,000 North American print sources of newspapers, magazines, trade/business journals and newsletters from the LexisNexis library as well as tens of thousands of North American news websites.

### **News On-Demand Royalty Fee**

Royalty fees for online content.

### **News OnDemand: Streams**

Any easy-to-use dashboard that enables you to quickly monitor and share news, and directly engage with influencers.

### **Storage Pack (2,500 MB of storage)**

Pack of 2500 MB of storage

### **Additional Storage (500M)**

Additional 500M of storage in the CPRE application.

Signed by each Party's authorized representative.

Cision US Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Texas Department of Motor Vehicles

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



## MASTER SUBSCRIPTION AGREEMENT

<b>Customer Name:</b>	Texas Department of Motor Vehicles
<b>Customer Address:</b>	4000 Jackson Avenue Austin TX, 78731 USA

This Master Subscription Agreement ("**MSA**") is between Cision US Inc., a Delaware corporation with its principal place of business at 130 E. Randolph Street, Chicago, IL 60601 ("**Company**") and the customer named above (each a "**Party**" and collectively referred to as the "**Parties**"). This MSA governs the use of certain services provided by Company to Customer as detailed in any Order Form or Statement of Work ("**SOW**") referencing this MSA. This MSA, any appendices, and any applicable Order Forms or SOWs are collectively referred to as the "Agreement." This MSA is effective upon the date of Customer's signature indicated below ("**MSA Effective Date**").

The Parties agree as follows:

### 1. DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

"**Control**" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Agreement**" means this Master Subscription Agreement and any exhibits, schedules and addenda hereto.

"**Company Covered Parties**" means Company and its directors, agents, officers, employees, representatives, successors, assigns or Affiliates.

"**Company Data**" means proprietary information gathered or created by Company and provided to Customer as part of the Services, excluding Third-Party Content.

"**Company Technology**" means the tools, databases, APIs, and software that make up Company's on-demand relationship management platform, including any software or technology created by Company's Affiliates.

"**Content**" means Company Data and Third-Party Content.

"**Customer**" means the customer named above.

"**Customer Data**" means electronic data and information submitted by or for Customer to the Services or collected and processed by or for Customer using the Services, excluding Content.

"**Documentation**" means Company's online user guides, documentation, and help and training materials, as updated from time to time, accessible via the Services.

"**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"**Order Form**" means an ordering document specifying the Services to be provided hereunder that is entered into between Customer and Company or any of its Affiliates (by entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto), including any addenda and supplements thereto. "Order Forms" shall include SOWs.

"**Service(s)**" means the on-demand relationship management software (including the Company Technology) and services that are subscribed to by Customer under an Order Form and or SOW and made available online by Company or any of its Affiliates.

"Services" exclude Content.

"**Third-Party Content**" means information obtained by Company from its content licensors or publicly available sources and provided to Customer pursuant to an Order Form, as more fully described in the Documentation.

"**User**" means an individual who is authorized by Customer to use Services, for whom Customer has subscribed to the Services, and to whom Customer or Company has supplied a user identification and password. Users may include, for example, Customer's employees, consultants, contractors and agents.

### 2. SERVICES, SOFTWARE AND CONTENT

#### 2.1 Subscription.

(A) Subject to the terms and conditions of the Agreement, Customer hereby subscribes to the Services made available by Company and/or its Affiliates. Company grants Customer a non-exclusive, revocable, non-transferable (other than as set forth in this Agreement), non-sublicensable right to allow Users to access and use the Services and Content for Customer's own internal business purposes in accordance with the terms and conditions in this Agreement. Customer is not authorized to access or use any Services, other than as expressly set forth in writing under this Agreement. Customer is prohibited from allowing any person other than a User ("Non-Authorized User") to access and use the Services in whole or in part unless Customer has been granted the ability to provide unauthenticated, linked access to the Content to an individual ("Linking User"). Customer is responsible for all Users, Non-Authorized Users, and Linking Users (collectively referred to herein as "Users") who access and use the Services and Company Technology.

(B) Customer shall not (1) license, sublicense, sell, resell, rent, transfer, assign, or otherwise commercially exploit or make the Services or any Content available to, or use the Services or any Content for the benefit of, any third party (including in a service bureau or outsourcing offering); or (2) access the Services or Content in order to (a) build a competitive product or service, (b) build



a product using similar ideas, features, functions or graphics of the Services, or (c) copy any ideas, features, functions or graphics of the Services. Company reserves the right to alter, delete, or replace Content or alter the functionality of Software. If Customer is an advertising or public relations agency, Customer may use the Services on behalf of a client, only in accordance with this Agreement.

(C) Customer is responsible for meeting the then-current hardware, operating system, browser and other technical requirements necessary to properly use and access the Services.

## **2.2 Use of Services and Content**

(A) Services and Content are subject to usage limits, including, for example, the quantities specified in Order Forms. Unless otherwise specified, (1) a user quantity in an Order Form refers to Users, and the Services or Content may not be accessed by more than that number of Users concurrently; (2) a User's password may not be shared with any other individual; and (3) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Services or Content.

(B) Customer will (1) be responsible for Users' compliance with this Agreement; (2) be responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired Customer Data; (3) use commercially reasonable efforts to prevent unauthorized access to Company Technology or use of Services and Content, and notify Company promptly of any unauthorized access or use; and (4) use Services and Content only in accordance with the Documentation and applicable laws and government regulations.

(C) Customer is responsible for all actions taken via Customer's account, including protecting the confidentiality of Customer's passwords and user IDs, and maintaining timely contact information for such account.

(D) Subject to the terms of this Agreement, analytic reports delivered to Customer in connection with the Services or available to Customer within the Services (collectively "**Reports**"), as well as all data contained in such Reports, other than any Third-Party Content, may be used, copied, and disseminated by Customer.

**2.3 Restrictions.** Customer shall not: (1) use the Services to upload, store or transmit infringing, libelous, abusive, inflammatory, fraudulent, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, or otherwise unlawful or tortious material, or to upload, store or transmit material in violation of third-party privacy or publicity rights; (2) use the Services to store or transmit Malicious Code; (3) interfere with or disrupt the integrity or performance of any Company Technology or Content contained therein; (4) attempt to gain unauthorized access to any Company Technology, Services or Content or its related systems or networks; (5) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit; (6) copy Content except as permitted herein or in an Order Form or the Documentation; (7) frame or mirror any part of any Services or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation; (8) use commenting or messaging functionality, functionality that allows posting or transmitting content to outward facing, social or public platforms available via the Services to post content that violates any terms or conditions, policies, or guidelines of any social media platform or other platform or service to which it is posted; or (9) use the Services to transmit bulk unsolicited commercial communications.

**2.4 Removal of Content.** If Company is required by a third party to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, Company may notify Customer and in such event Customer will promptly remove such Content from its systems. If Customer does not take required action in accordance with the above, Company may remove the applicable Content.

**2.5 Additional Terms.** Additional terms applicable to specific Services are set forth in Exhibit A.

## **3. RIGHTS AND LICENSES**

**3.1 Reservation of Rights.** No license or other rights in the Company Technology or any Content, exclusive of Customer Data, are granted to Customer hereunder, and all rights not expressly granted to Customer herein are expressly reserved to Company or its licensors, as applicable. Customer agrees not to modify, create derivative works of, translate, reverse engineer decompile, disassemble the Company Technology or the Services or otherwise recreate or gain access to the source code.

**3.2 Customer Data.** Customer represents that it has valid title or license to all Customer Data, and it has all rights necessary to grant Company the rights set forth in this Agreement. Customer hereby represents and warrants that Customer Data will not contain any content that is obscene, libelous, slanderous or otherwise defamatory, false or misleading or that violates any copyright, right of privacy or publicity or other right of any person or party. Customer grants Company and its Affiliates a worldwide, non-exclusive, royalty-free license to use, host, copy, distribute, perform, transmit, display and prepare derivative works of the Customer Data solely for the purpose of providing the Services. Subject to the limited licenses granted herein, Company acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data. Company reserves the right to remove Customer Data containing any information that Company determines in its sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or that violate any party's intellectual property or this Agreement.

**3.3 Company Affiliates and Third Parties.** Company may share Customer Data with its Affiliates or third parties that work on Company's behalf or provide services to Company in relation to Company's provision of the Services to Customer, including but not limited to necessary hardware, software, networking, storage, and technologies required to run the Services. Customer hereby consents to such use of Customer Data by Affiliates and third parties. Customer acknowledges and agrees that Customer Data may be transferred to, stored in, or accessed from outside the United States solely in order to provide the Services or for Company to fulfill its obligations under this Agreement. Company shall, in providing the Services, comply with its privacy policy available at [www.cision.com](http://www.cision.com), or such other Web site address made publically available.



**3.4 Customer Feedback.** Customer grants to Company and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the Services.

**3.5 Third Party Products and Services.** From time to time, certain third parties may offer products and services related to the Services. Any subsequent business relationship, exchange of data or other interaction between Customer and such third party, and/or any purchase, download or use by Customer of any product or service offered by such third party, is solely between Customer and such third party, and may require Customer to agree to a third party's terms and conditions. Regardless of any recommendation by Company or use of such third party products or services, Company does not make any representations, warranties or guarantees with respect to any such third parties or any of their products or services. Further, Company cannot guarantee that use of such third party products or services will always be provided during the Term. While Company may rely on data or information provided or generated by such third party products and services in the course of providing the Services, Customer hereby acknowledges that Company specifically does not warrant the accuracy, reliability or completeness of any such data and information; and agrees that Company shall not be liable for any acts or omissions based on its reliance thereon. Accordingly, Customer hereby releases and holds harmless Company from and against any and all claims, losses, liability, damages, expenses, costs (including, but not limited to, reasonable attorneys' fees) and/or actions arising therefrom.

#### **4. HOSTING/AVAILABILITY, STORAGE AND SUPPORT**

**4.1 Hosting/Availability.** Company shall host and maintain the Service on its servers. The Service will maintain an average availability of no less than 99.5%, as measured on a monthly basis, excluding downtime caused by (1) scheduled maintenance performed between the hours of 12:00 AM and 6:00 AM Eastern time; (2) emergency maintenance; and (3) Force Majeure (as defined herein). Access to the Services may be available during scheduled maintenance periods, but performance may be slower than normal.

**4.2 Storage.** Company shall provide hosted data storage capacity to Customer dependent upon the Services. Customer may purchase additional storage space at any time at Company's then-current price. Company shall keep offsite back-ups of Customer's data. Restoration of Customer's data due to the fault of Customer will be at Customer's expense and if due to the fault of Company, at Company's expense.

**4.3 Customer Data Deletion.** During the Term, Customer may export or download Customer Data as provided in the Documentation. After termination or expiration of this Agreement, Company will have no obligation to maintain or provide any Customer Data or other Content to Customer, and will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control as provided in the Documentation or as Company routinely does such deletions and destructions in the ordinary course of its business, unless legally prohibited from doing so.

**4.4 Support.** During the term of this Agreement, Company shall provide technical support to Users to assist Customer with troubleshooting, error correction and use of the Service via a telephone help line or email during the hours of 8:00 AM through 8:00 PM Eastern time, Monday through Friday (unless otherwise set forth on an Order Form) except for Company's regular business holidays. Customer will have unlimited access to Company's online product support center.

#### **5. FEES AND PAYMENT**

**5.1 Fees.** Customer will pay all fees set forth in an Order Form or as set forth in this Agreement. Except as otherwise specified in this Agreement or in an Order Form (1) fees are based on Services and Content subscribed to and not actual usage; and (2) except as set forth in Section 10.4, payment obligations are non-cancelable and fees paid are non-refundable. All payments will be made in U.S. dollars unless otherwise agreed to by the Parties. Customer shall pay the fees set forth on an Order Form in accordance with the payment terms set forth on an Order Form or upon signing of this Agreement if no such terms are contained on an Order Form.

**5.2 Invoicing and Payment.** Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net thirty (30) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Company and notifying Company of any changes to such information.

**5.3 Credit Card Payments.** By providing a credit card to Company, Customer is granting permission to Company to charge all subscription fees, including monthly, annual or other renewals to the credit card. Customer may withdraw its consent to installment charges or recurring charges (if any) at any time by providing Company with at least thirty (30) days advance written notice, and making alternative arrangements for payment to be made no later than the same respective charge dates. Customer represents that it is the card holder of any credit card that it provides to Company for payment(s), and Customer is authorized to provide this authorization.

**5.4 Late Charges.** Intentionally Omitted.

**5.5 Payment Disputes.** If Customer, in good faith, reasonably disputes any invoiced amounts, it may withhold such disputed amounts, provided that Customer (1) timely pays the undisputed portion of the invoice; and (2) provides Company with prompt written notice of the dispute and commences discussion with Company to promptly resolve the dispute. Company will not exercise its rights under Section 10.5 if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

**5.6 Taxes and Travel Expenses.** Prices set forth on the Order Form do not include taxes or travel expenses. Unless collected and remitted by Company (as indicated on the invoice presented to Customer by Company), Customer is responsible for payment of all taxes due to a governmental authority, if any, except for taxes imposed on Company's net income. Customer shall provide to Company any certificate of exemption or similar document required to exempt any transaction under this Agreement from sales tax or other tax liability. Invoices will reflect any travel expense amounts charged to Customer.

**5.7 Future Functionality.** Customer agrees that its purchases are not contingent on the delivery of any future functionality, or dependent on any oral or written public comments made by Company regarding future functionality.



## 6. CONFIDENTIALITY AND SECURITY

### 6.1 Confidential Information.

(A) "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or proprietary, or that reasonably should be understood to be confidential or proprietary given the nature of the information and the circumstances of disclosures, including but not limited to business and marketing plans, technology and technical information, product plans and designs, and business processes. Confidential Information of Customer includes Customer Data. Confidential Information of Company includes the Company Data, Company Technology, Documentation and the terms and conditions of this Agreement (including pricing).

(B) Confidential Information will remain the property of the Disclosing Party. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care). The Receiving Party agrees: (1) to hold the Confidential Information in strict confidence; (2) to limit disclosure of the Confidential Information to the Receiving Party's own employees, agents affiliates, or authorized consultants or vendors who have a need to know the Confidential Information for the purposes of this Agreement; (3) not to disclose any Confidential Information to any third party; (4) to use the Confidential Information solely in accordance with the terms of this Agreement in order to carry out its obligations or exercise its rights under this Agreement; and (5) to notify the Disclosing Party promptly of any unauthorized use or disclosure of the Confidential Information and to cooperate with the Disclosing Party in every reasonable way to cease such unauthorized use or disclosure.

(C) The obligations in Section 6.1(B) will not apply to information that the Receiving Party can demonstrate: (1) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the Receiving Party; and (2) is independently developed by the Receiving Party without regard to the Confidential Information of the other Party.

(D) The Parties agree that any breach of this Section 6.1 may cause the Disclosing Party substantial and irreparable damages; therefore, if the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6.1, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive and equitable relief.

**6.2 Security.** Access to the Service is password-controlled. Customer is responsible for maintaining the security of user passwords and will instruct its Users as to the importance of maintaining the confidentiality of passwords and/or user identifications. Customer acknowledges that the security of its systems may be compromised if Users do not follow applicable security policies and procedures and take other appropriate steps to maintain the security of the Service, including, without limitation, maintaining the confidentiality of user identifications and passwords, frequent changing of passwords and maintaining appropriate internal controls to monitor access to and use of the Service. If Customer becomes aware of the unauthorized use of a password or other security breach, Customer will promptly notify Company in writing.

**6.3 Compliance with Law/Order.** Company reserves the right to use or disclose information, including Customer Data or Customer's Confidential Information if required by law or if Company reasonably believes that use or disclosure is necessary to protect Company's rights and/or to comply with a judicial proceeding, court order, or legal process.

## 7. REPRESENTATIONS AND WARRANTIES

**7.1 Authorization.** Each Party represents and warrants that the undersigned individual has full authority to (1) execute this Agreement on behalf of his/her respective Party; and (2) bind his/her respective Party to this Agreement.

**7.2 Warranties.** Company warrants that the Service will: (1) perform substantially in accordance with the applicable Documentation; and (2) be available to Customer in accordance with the service level standards set forth in Section 4.

**7.3 Customer's Systems.** Customer is solely responsible for its own computer networks, systems, hardware, and software, including the storage, security, and preservation of its own data. Storage and use of any downloaded Content is solely at Customer's own risk.

### 7.4 Disclaimers.

(A) THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE (INCLUDING NON-INFRINGEMENT), AND ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. COMPANY MAKES NO WARRANTY THAT THE SOFTWARE OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE.

(B) COMPANY DOES NOT MAINTAIN OR CONTROL THIRD-PARTY CONTENT OR THE CONTENT OF OTHER WEBSITES THAT MAY BE MADE AVAILABLE AS PART OF THE SERVICE AND IS NOT RESPONSIBLE FOR THE AVAILABILITY, COMPLETENESS, TIMELINESS, FACTUAL ACCURACY, OR NON-INFRINGEMENT OF SUCH CONTENT. CONTENT IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT COMPANY AND/OR THIRD-PARTY SOURCES MAY CHOOSE AT ANY TIME TO PROHIBIT THEIR CONTENT FROM BEING ACCESSED UNDER THIS AGREEMENT.

## 8. INDEMNIFICATION

**8.1 Indemnification by Company.** Company will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the Company Technology infringes or misappropriates such third party's intellectual property rights under the laws of the United States (a "Claim Against Customer"), and will indemnify



Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a court-approved settlement of a Claim Against Customer. Company's indemnification obligation does not cover third party claims arising from: (1) modifications to the Company Technology or the Service by anyone other than Company or its authorized agents and contractors; (2) use of the Company Technology by Customer in combination with other software or equipment not provided by Company where the Company Technology, but for such combination, would not be infringing; or (3) Customer's failure to use the Company Technology or the Service in accordance with the terms and conditions in this Agreement. If a claim regarding the Company Technology and alleging infringement is brought or is likely, in Company's sole opinion, to be brought, Company may, at its option and expense (A) obtain the right for Customer to continue using the Company Technology and Service; (B) replace or modify the Company Technology so that it becomes non-infringing; or (C) upon notice to Customer, terminate this Agreement or Customer's use of the Company Technology and Service or any portion thereof, provided that Company promptly refunds to Customer the prorated portion of any pre-paid annual subscription fees paid hereunder for the Service or any portion of the Service. The above defense and indemnification obligations do not apply to the extent a Claim Against Customer arises from Customer Data, Content, or Customer's breach of this Agreement.

**8.2 Indemnification by Customer.** As allowed by law, Customer will defend any Company Covered Party against any claim, demand, suit or proceeding made or brought against such Company Covered Party by a third party alleging that the Customer Data, or Customer's use of any Service or Content in breach of this Agreement, infringes or misappropriates such third party's intellectual property, proprietary or personal rights or violates applicable law, including violation of privacy or spamming laws or regulations (a "Claim Against Company"), and will indemnify the Company Covered Party from any damages, attorney fees and costs finally awarded against the Company Covered Party as a result of, or for any amounts paid by the Company Covered Party under a court-approved settlement of a Claim Against Company.

**8.3 Indemnification Requirements.** Indemnification by a Party is conditioned upon the following: (1) the indemnitee promptly notifying the other Party of any claim; (2) the indemnitor having sole control of the defense and all related settlement negotiations; and (3) the indemnitee cooperating, at the indemnitor's expense, in the defense and furnishing the indemnitor with all related evidence in its control.

**8.4 Exclusive Remedy.** This Section 8 states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any type of claim described in this section.

## **9. LIMITATION OF LIABILITY**

**9.1 Responsibility for Results.** Customer acknowledges that it alone is responsible for the results obtained from its use of the Service, including without limitation the usefulness, completeness, accuracy and content of such results. If any such results are inaccurate or incomplete solely due to any defect in the Service, Customer's exclusive remedy and Company's sole obligation shall be to correct or modify the Service at no additional charge to Customer.

**9.2 Links to Third Party Sites.** The Service may contain hyperlinks to Web sites controlled by parties other than Company. Company is not responsible for and does not endorse or accept any responsibility for the content or use of such Web sites.

**9.3 Limitation of Liability.** As allowed by law, except for a material breach of the confidentiality provisions set forth in Section 6 or claims related to personal injury or property damage caused solely by Company's gross negligence or willful misconduct, Company's entire liability and Customer's exclusive remedy for damages for any claims arising under or in connection with this Agreement, regardless of the cause of action, whether in contract or in tort (including without limitation, breach of warranty and negligence claims) shall be limited to Customer's actual, awarded direct damages, not to exceed the amounts actually paid by Customer under this Agreement during the twelve (12) months immediately preceding the month in which the cause of action arose.

**9.4 Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY, COMPANY'S THIRD-PARTY CONTENT SUPPLIERS, OR ANY OF THEIR DIRECTORS, AGENTS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY FOR (1) ANY CLAIMS OR DEMANDS OF THIRD PARTIES (OTHER THAN THOSE THIRD PARTY CLAIMS COVERED BY SECTION 8); OR (2) ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR ANTICIPATED PROFITS, LOSS OF REVENUE, ECONOMIC LOSS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OF EQUIPMENT, OR INTERRUPTION OF BUSINESS, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## **10. TERM AND TERMINATION**

**10.1 Term of MSA.** The term of this MSA commences on the MSA Effective Date and continues until the expiration or termination of all Service Terms ("Term"). Except as expressly set forth in this Agreement, this Agreement may not be terminated prior to the end of the Term.

**10.2 Term of Subscriptions.** A "Service Term" is defined as the period of time for each Service provided to Customer under this Agreement. Service Terms will be set forth in each applicable Order Form. Any professional services or custom services purchased by Customer shall be used by Customer within the longest Service Term of any service listed on the Order Form, or if no other service is listed on the Order Form, then within Customer's then-current Service Term.

**10.3** Intentionally omitted.

**10.4 Termination for Breach.** If either Party believes that the other Party has failed in any material respect to perform its obligations under this Agreement, then that Party may provide written notice to the breaching Party describing the alleged failure in reasonable



detail. If a breach has occurred and if the breaching Party does not cure or begin to cure the material failure within thirty (30) days after receiving such written notice, then the non-breaching Party may terminate this Agreement immediately by written notice to the breaching Party. Termination of this Agreement will be in addition to, and not in lieu of, other remedies available to the terminating Party. Notwithstanding the foregoing, Company may terminate this Agreement immediately if Customer or any Users breach Section 2.1, Section 2.3, or Section 6 of this Agreement.

**10.5 Suspension of Service by Company.** In addition to those conditions, rights, and remedies set forth in this Agreement, Company may suspend access to the Services under any Order Form if, in Company's reasonable determination: (1) Customer fails to pay an undisputed invoice within ten (10) days after Company gives Customer notice of such failure; (2) Customer's use of the Service or Content violates applicable local, state, federal, or foreign laws or regulations; (3) Customer fails to use the Service in accordance with this Agreement; (4) Customer's use of the Service results in excessive bounce-backs, SPAM notices or requests for removal from mailing lists by recipients; or (5) there are repeated complaints of Customer posting or uploading material that infringes or is alleged to violate the intellectual property rights of any person or entity. Company will provide notice (which may be by email) of such suspension; and when commercially possible, will work in good faith with Customer to help Customer resolve the issue causing the suspension.

**10.6 Refund or Payment on Termination.** If this Agreement is terminated by Customer in accordance with Section 10.4 above, Company will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Company in accordance with Section 10.4 above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve Customer of its obligation to pay any fees due or payable to Company for the period prior to the effective date of termination.

**10.7 Effect of Termination.** Upon any expiration or termination of this Agreement: (1) Customer's right to use the Services shall cease, and Company shall have no further obligation to make the Services available to Customer; (2) except as otherwise expressly stated herein, all rights, licenses and/or access granted to Customer under this Agreement will immediately cease; and (3) Customer shall return, delete or destroy any Content and shall certify in writing to Company that it has done so.

## **11. GOVERNING LAW AND DISPUTES**

**11.1** The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Customer and Company agree that in the event of litigation, the prevailing Party shall have the right to collect from the other Party its reasonable costs and attorneys' fees.

**11.2** Except for actions for non-payment, breach of confidentiality or indemnities under Section 8, no action, regardless of form, arising out of or related to this Agreement may be brought by either Party more than two (2) years after the accrual of the cause of action.

**11.3** Both Parties agree to comply fully with all relevant laws, including the export laws and regulations relating to use of the Service in its place of business, regardless of country or jurisdiction. However, Customer's use of the Content is at Customer's own risk. Without limiting the foregoing, Customer will be solely responsible for usage of contact information (e.g. names, phone and facsimile numbers, e-mail addresses and physical addresses) in compliance with relevant laws and regulations. Customer may not: (1) send spam or unsolicited messages in violation of relevant laws, including concerning privacy, data protection, telemarketing, the CAN-SPAM Act or other commercial email laws, wireless domain suppression lists, and "Do-Not-Call" lists; (2) send or store infringing, obscene, threatening, harassing, libelous, or otherwise unlawful or tortious material, including material harmful to children or violate third party privacy rights; or (3) send or store material containing Malicious Code, including, without limitation, software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs.

## **12. GENERAL PROVISIONS**

**12.1 Export Compliance.** The Services and Content and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Company and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or in violation of any export law or regulation.

**12.2 Anti-Corruption.** Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from a Company employee or agent in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, it will use reasonable efforts to promptly notify Company's Legal Department at [legaldept@cision.com](mailto:legaldept@cision.com).

**12.3 Force Majeure.** Except for Customer's obligation to pay for Services already performed, neither Party will be responsible for failure to perform contractual duties caused events beyond such Party's reasonable control, including but not limited to: (1) failures of utility services or transportation networks; (2) acts of public enemies; (3) terrorism; (4) war; (5) insurrection or riot; (6) natural disasters; (7) a serious accident, strike, labor trouble, or work interruption; (8) compliance with applicable law; or (9) any other events beyond a Party's reasonable control.

**12.4 Relationship of the Parties.** The Parties are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the Parties.

**12.5 Government Customers.** If Customer is the U.S. Government or any agency or instrumentality thereof, then any software provided pursuant to this Agreement is delivered with RESTRICTED RIGHTS only. The use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-19 Commercial Computer Software—Restricted Rights or DFAR 252.227-7013 Rights in Technical Data and Computer Software.

**12.6 Third-Party Beneficiaries.** Company's Content licensors shall have the benefit of Company's rights and protections hereunder with respect to the applicable Content. There are no other third-party beneficiaries under this Agreement.



**12.7 Notices.** Any notice or other communication required or permitted to be made or given by either Party pursuant to this Agreement will be in writing, in English, and will be deemed to have been duly given: (1) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (2) when delivered if delivered personally; or (3) one business day after being sent by express courier service. All notices will be sent to Customer at its address as set forth on the first page of this Agreement. Notices to Company shall be sent to Cision, 12051 Indian Creek Court, Beltsville, MD 20705, Attn: Legal Department. In addition, Company may provide notices to Customer electronically either via the Service or via any email address provided by Customer in connection with Customer's account.

**12.8 Waiver.** No failure or delay by either Party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving Party. If either Party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the Party may have under this Agreement.

**12.9 Severability.** The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the Parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the Parties.

**12.10 Survivability.** All provisions of this Agreement relating to disclaimers of warranties, remedies, damages, confidentiality, payment obligations, restrictions on use, and any other terms that either expressly or by their nature should survive, shall survive any termination of this Agreement, and shall continue in full force and effect.

**12.11 Assignment.** Customer may not assign this Agreement without Company's written consent, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties, their successors and permitted assigns.

**12.12 Headings.** Section headings are for reference only and shall not be considered substantive parts of this Agreement.

**12.13 Counterparts.** This Agreement may be executed by facsimile or electronic signature and in counterparts.

**12.14 OFAC.** Customer represents and warrants that neither it nor any of its employees is a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental action.

**12.15 Entire Agreement.** This Agreement represents the entire agreement between Customer and Company with respect to the subject matter, superseding all previous oral or written communications, representations, or agreements or proposals, including but not limited to any purchase order forms submitted by Customer, and Customer acknowledges that it has not relied on any representation that is not expressly set forth in this Agreement. The Parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency within the Agreement, the order of precedence shall be: (1) the applicable Order Form or SOW; (2) this MSA, and (3) the Documentation. This Agreement may be modified only by a writing signed by both Parties.

Signed by each Party's authorized representative.

Cision US Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Texas Department of Motor Vehicles

Whitney H Brewster

Signature

Whitney Brewster

Printed Name

05-26-16

Date



## EXHIBIT A SERVICES APPENDICES

Each section is only applicable if the service named has been subscribed to as set forth on an Order Form or forms part of another Service.

### 1. MEDIA DATABASE SERVICES

**1.1 Rates.** This section sets forth the terms and conditions governing Customer's use of Company's proprietary database that contains media profiles and associated information ("Database Data") and is a subset of Company Data. Company charges a fixed fee for access to the Database Data as stated in the Order Form and a variable charge for distribution of emails via the Company Technology. The number of email distributions that Customer has purchased, if any, shall be stated on the Order Form.

**1.2 License.** Customer may allow its Users to access and use the Database Data to create and download lists of media outlet information, use Distribution Points to distribute press releases or similar information via the Company Technology, and attach its own personal notes to Database Data. Customer will not: (1) remove any proprietary notices, graphics, or text contained in or on the Database Data or on any downloaded lists; (2) make the Database Data or any downloaded lists available to non-Users, unless otherwise permitted under this Agreement; (3) incorporate or use the Database Data in any resale process, including a press release distribution service, unless otherwise permitted under this Agreement; or (4) use Database Data in a manner that would violate any applicable law, including but not limited to the CAN-SPAM Act or other anti-spamming laws or regulations and the Canadian Personal Information Protection and Electronic Documents Act all as amended by the Canada Anti-Spam Legislation. Any individual whom Customer contacts via the Company Technology using contact information acquired other than through the Services has either (A) given prior consent; or (B) can be contacted by Customer in accordance with applicable law. **UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, DOWNLOADING, REPRODUCTION, REDISTRIBUTION, OR REPUBLICATION OF THE DATABASE DATA IS AT CUSTOMER'S OWN RISK. COMPANY AND ITS THIRD PARTY PROVIDERS WILL NOT BE LIABLE FOR CUSTOMER'S SUBSEQUENT USE OR DISTRIBUTION OF THE DATABASE DATA.**

**1.3 Twitter Data.** Certain Database Data may be provided by Twitter ("**Twitter Data**"), and by using such Twitter Data, Customer agrees to the Twitter Terms of Service located at [www.twitter.com](http://www.twitter.com) ("**Twitter TOS**"). If Customer uses the Services to create content for or post content to the Twitter service, then Customer agrees to be bound by the Twitter privacy policy located at [www.twitter.com](http://www.twitter.com) ("**Twitter Privacy Policy**"), and the Twitter Rules located at [www.twitter.com](http://www.twitter.com) ("**Twitter Rules**"). Company may immediately terminate Customer's access to and continued retention of Twitter Data if Company or Twitter reasonably believes that Customer is not in compliance with the Twitter TOS, Twitter Rules or Twitter Privacy Policy.

### 2. PRESS RELEASE DISTRIBUTION AND WEB SERVICE ENGINE OPTIMIZATION ("WEB SEO") SERVICES

#### 2.1 Press Release Distribution Services.

(A) This section sets forth the terms and conditions governing Customer's use of press release distribution services including the distribution of news releases and related information via the Company Technology through Company's partnerships with PRWeb (the "**PRWeb Service**"), Marketwired (the "**Marketwired Service**") or any other third party distribution service (collectively, the "**Press Release Distribution Services**").

(B) Customer and not Company is responsible for the content and accuracy of all news copy and other information submitted by Customer to Company for distribution via the Press Release Distribution Services (the "**Release Materials**"), even if such copy has been reviewed, edited, or written by Company or its Affiliates for Customer. Company is not responsible for verifying facts contained in any Release Materials. Furthermore, Customer, as the issuer of news releases (including those Release Materials containing images and video) is solely responsible for the facts and accuracy of, and for obtaining all rights to, information and content submitted by it for distribution by Company.

(C) All Release Materials submitted by Customer to Company must contain a Customer contact name, phone number and e-mail address that can be verified by Company.

(D) Company, its Affiliates and partners do not warrant specific placement of any news release nor pick up by third parties of any news release, but will deliver a news release via online distribution methods to make such content available to be repurposed by third parties who discover the content at various Internet locations, both intended and unintended.

(E) Customer shall not query, spider or access any Press Release Distribution Services without the express written consent of Company.

(F) Customer acknowledges that the views expressed by issues of press releases are their own opinions, not the views of Company or the Press Release Distribution Services, and that different issuers of press releases may espouse conflicting opinions.

#### (G) PRWeb Service.

(i) Company reserves the right in its reasonable discretion to (a) reject or edit Release Materials (such editing to be done collaboratively with Customer); and (b) remove any news release from its Web site, cease distribution of any news release or reject any news release. Customer acknowledges that re-distribution of news releases is beyond Company's control, and accordingly, Company is not obligated to remove Release Materials from sites outside of Company's PRWeb network.

(ii) All Release Materials must follow the PRWeb Service editorial guidelines which can be found on the PRWeb Service Web site and are subject to change at any time at Company's sole discretion.

(iii) If there are errors in the dissemination of Release Materials by Company, Company shall use reasonable efforts to correct such errors promptly upon Customer's notice, without additional charge, and such obligation to correct shall constitute the sole liability of Company in this regard.



**(H) Marketwired Service.** Use of the Marketwired Service is subject to Marketwired's Terms of Service available online at [www.marketwire.com/Marketwire Terms of Service US](http://www.marketwire.com/Marketwire_Terms_of_Service_US), or such other method as may be advised from time to time by Marketwired, and incorporated into this Agreement. Such terms of service shall be deemed modified to the extent necessary to permit access to Marketwired's services through the functionality of the Company Technology. Marketwired's Terms of Service constitute a separate, binding agreement between Marketwired and Customer, and Marketwired has the right to assert and enforce its terms of service directly on its own behalf.

**(I)** Neither Company nor its third party suppliers or partners (including Marketwired and PRWeb) will be liable to Customer for any error or omission resulting in the failure of the Press Release Distribution Services to publish the release through any particular outlet. Customer is solely responsible for the content of its press releases, including any errors, omissions, statements of facts or opinions, or third party quotations or references and Marketwired or PRWeb may reject such content when necessary.

**2.2 Web SEO Services.** Customer may purchase search engine optimization and tagging services, as well as search engine reports on their press releases ("Web SEO Services"). As further set forth in Section 7 of the MSA, neither Company 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.

### 3. MEDIA MONITORING SERVICES

**3.1 Queries.** This section sets forth the terms and conditions governing Company's provision and Customer's use of Company's media monitoring service (the "**Monitoring Service**"). Company will monitor sources for mentions of words or phrases specified by Customer (each word or phrase a "**Customer Query**"). Company reserves the right, in its sole and absolute discretion, to refuse to undertake any query that Company reasonably deems improper or unlawful.

**3.2 Services and Rates.** Based on Customer Queries, the Monitoring Service may contain information from the following available sources: (1) print, (2) internet, (3) social media, and (4) broadcast monitoring (collectively, the "**Materials**"). Information provided through broadcast monitoring shall also be referred to as "**Broadcast Content**." Materials provided through the Monitoring Service constitute Content and are provided "AS IS."

**(A) US Print Media Monitoring Services.** Company takes no responsibility and assumes no liability for the obligations of third party-provided Content received via the Company Technology. Customer acknowledges and agrees that Company is only acting as a passive conduit for online distribution and publication of Materials from a third party. Customer may be required to agree to a third party's terms of use in connection with its use of Materials.

**(B) International Print Monitoring Services.** For international print media monitoring services, Company may charge a fixed fee as set forth on the applicable Order Form as well as a variable charge for delivery of certain articles. Items delivered to Customer cannot be used as evidence in legal proceedings, in political activities or for any public display including, but not limited to, marketing, advertising, endorsement, publicity, and educational exhibition. Certain items delivered to Customer via the Service may only remain on Company's servers for a limited period of time pursuant to Company's agreements with its third-party providers. After expiration of that time, certain copyrighted items may not be available for retrieval from the Service.

**(i) Canadian Monitoring Services.** Canadian Content is be subject to additional restrictions as set forth below:

- a. Users must be made aware of the any restrictions before being given access to the Canadian Content. In no circumstances shall the aggregate responsibility of CEDROM-SNi and the copyright owner exceed the amount paid by Customer under this Agreement.
- b. Company is authorized to transfer to CEDROM-SNi or other licensors all relevant information about this Agreement. For Materials for which electronic distribution rights are administered by CEDROM-SNi Inc. or other licensors, the authorization granted herein is deemed to have been granted directly by CEDROM-SNi Inc. or other licensors and CEDROM-SNi Inc. or other licensors shall benefit from the same rights and protections as the copyright owner.
- c. If Customer subscribes to Canadian Monitoring Services and has more than five (5) Users, CEDROM-SNi requires a license to be arranged with it directly. If Customer subscribes to Canadian Monitoring Services and is a Government department or agency, Sun Media requires a license to be arranged with it directly. In the event Customer directly negotiates an agreement with any broadcasters or representative print copyright collectives, copyright fees charged will be modified to reflect this. In order to avoid extra charges Customer is required to notify Company of direct copyright agreements held and provide copies of such agreements.
- d. Certain services may have threshold limits and if Customer exceeds such limits, Customer shall remain responsible for overage fees.

**(C) Internet News Monitoring Services.** News monitoring charges consist of a fixed fee based on the number of media categories Company tracks and/or Customer's estimated article volume. Tiered fees, if set forth on an Order Form, are based on an estimate of Customer's usage. Company reserves the right to conduct periodic actual usage audits to determine Customer's actual article volume. If Customer's audited volume exceeds the tier applicable to its estimated usage, Company will invoice Customer for the overage amounts.

**(D) News Monitoring with LexisNexis.** Company provides certain Materials to Customer through a partnership with LexisNexis, a division of Reed Elsevier Inc. ("LN") via the Company Technology, and Content provided through this partnership is provided "AS IS." LN-provided Content is subject to the LexisNexis Terms and Conditions ("LN Terms"), available online at [www.lexisnexis/terms/general](http://www.lexisnexis/terms/general) and incorporated into this Agreement by reference. The LN Terms shall be deemed modified to the extent necessary to permit access to the LN-provided Content through the functionality of the Company Technology. Customer is prohibited from accessing and using LN-provided Content unless Customer has consented to the LN Terms. The LN Terms constitute a separate binding agreement between LN and Customer, and LN has the right to assert and enforce the LN Terms



directly on its own behalf. Company takes no responsibility and assumes no liability for the obligations of LN as well as any LN-provided Content accessed via the Company Technology. Customer agrees that Company is only acting as a passive conduit for online distribution and publication of LN-provided Content that has been ordered by Customer from LexisNexis. LN's consent to the terms of this Agreement shall be evidenced by providing Customer with the means to access the LN-provided Content. LN Content may be provided as part of or separately from the Monitoring Service.

**(E) Quickshare via LexisNexis Publisher.** Company provides certain content sharing capabilities of LN-provided Content ("Quickshare") to Customer through a partnership with LN via the Company Technology, but only if Customer subscribes to such Quickshare service. Customer is permitted to publish or distribute LN-provided Content internally to the specified number of recipients listed on the Order Form through daily newsletters, email transmission, and/or through Customer's intranet. For purposes of this paragraph, "internal" includes Customer and its Affiliates.

**(F) Social Media Monitoring Services.** In conjunction with its partners, Company provides social media monitoring services directly by email and via the Company Technology. Social media monitoring charges consist of a fixed fee based on the number of media categories that Company tracks and Customer's article volume. This fee is tiered based on the Parties' agreed estimate of Customer's usage. Company reserves the right to conduct periodic actual usage audits to determine Customer's actual volume. If Customer's audited volume exceeds the tier applicable to its usage, Company will invoice Customer for the overage amounts and/or Company will cease providing Content above such volume. Company may need administrative access to Customer's social media platform(s) in order to provide social media monitoring services. Certain Content may be provided by Twitter ("Twitter Data"), and by using such Content Customer agrees to the Twitter Terms of Service located at [www.twitter.com](http://www.twitter.com) ("Twitter TOS"). If Customer uses the Services to create content for or post content to the Twitter service, then Customer agrees to be bound by the Twitter privacy policy located at [www.twitter.com](http://www.twitter.com) ("Twitter Privacy Policy"), and the Twitter Rules located at [www.twitter.com](http://www.twitter.com) ("Twitter Rules"). Company may immediately terminate Customer's access to and continued retention of such Content if Company or Twitter reasonably believes that Customer is not in compliance with the Twitter TOS, Twitter Rules or Twitter Privacy Policy.

**(G) Broadcast Monitoring Services.**

(i) Company provides Broadcast Content through a partnership with a third party provider. Notwithstanding anything in this Agreement to the contrary, Customer and Users may: (1) use the Broadcast Content only for Customer's internal use and the purposes of private, non-commercial criticism, comment, news reporting, teaching, scholarship, or research; (2) distribute the Broadcast Content only within Customer's organization in digital copy or link distribution through e-mail, as permitted by the third party's software; (3) not publicly distribute, broadcast, transfer, display, or otherwise publicly exhibit any part of the Broadcast Content by any means, including posting clips to a public Web site on the Internet; (4) not resell, redistribute, download, or store Broadcast Content, other than as permitted in this Section; (5) not create derivative works from, copy and paste links, resell, reverse engineer or otherwise redistribute to third parties the Broadcast Content or the third party's software; and (6) use Broadcast Content for up to twenty-eight (28) days after the original broadcast date, unless otherwise specified herein or permitted in the third party's software. Customer and Users must use best efforts to prevent unauthorized copying or distribution of the Broadcast Content.

(ii) Company provides Customer with information on subjects that Customer selects from broadcast sources, and Broadcast Content is provided "AS IS." Company will stream clips or links for twenty-eight (28) days from the original broadcast air date, unless Customer purchases a "download" or a "stream." Digital preview clips within the Company Technology may be viewed up to one-hundred (100) times per clip on the Full Player; content outside of the Company Technology may be viewed twenty-five (25) times per clip on the modified Skinny Player. Broadcast monitoring fees consist of a negotiated, fixed, nonrefundable fee based on Customer's estimate of its clip volume. Notwithstanding the foregoing, certain download or streaming functionality may not be available if such functionality is or becomes restricted by the third-party provider of such Broadcast Content or by law or by regulation.

(iii) **Volume Pricing for Clip Packages.** Fees for Broadcast Content are charged as set forth on an Order Form, however, Customer may obtain volume pricing on clip packages by pre-paying for a number of clips, which is non-refundable. Packages expire at the end of the Service Term, and clips must be used during the Service Term. If Customer's usage exceeds the package volume, then Company will invoice Customer for the overage amounts. Customer agrees to pay taxes, special services, out of market, special rush, archival, or product license fees in addition to the contractual rate, if applicable.

**3.3 Usage.**

**(A)** Customer can access the text (or portions of the text) and video clips containing the Customer Queries through the Company Technology. Using the Services' functionality, Customer may e-mail text and/or hyperlinks viewable within the Services to Customer's employees, agents, contractors or clients (in the case of agencies who use the Services on behalf of a client) ("**Allowed Recipients**") solely for use in relation to Customer's or client's (in case of agencies who use the Services on behalf of a client) internal business purpose.

**(B)** Unless otherwise authorized in this Agreement, neither Customer nor Allowed Recipients may (a) resell any text or video clips supplied hereunder (including any portion thereof); or (b) distribute or transfer, by any means whatsoever, any text or video clips received via the Services (or copies thereof), to any person, organization or institution other than Allowed Recipients. Customer warrants that text or video clips provided to Customer through the use of the Services will not be resold, republished or otherwise systematically distributed to third parties in any form, including but not limited to via an intranet, extranet or internet site. Notwithstanding anything to the contrary in this Agreement, Customer may, via the Company Technology, post, in electronic format, text, reports or the like, received via the Services to an intranet site for access and use solely by Allowed Recipients.

**(C)** Customer acknowledges and agrees that in providing the Monitoring Service and Content, Company is not responsible for the substance, text or subject of any such Content.



- (D) Customer acknowledges and agrees that the Content monitored by Company is subject to copyrights owned by third parties. Company does not imply, represent or warrant, by virtue of supplying information incorporating Content, that Company holds or grants any license to use any text, video clips or graphics provided, including news mentions or links to such mentions. Customer's use of any text, video clips or graphics provided hereunder, other than in accordance with the terms set forth herein, shall be at Customer's sole risk and expense. All items are protected by copyright owned by the copyright owner or licensor.
- (E) Customer's use of Content may be subject to restrictions imposed by one or more third-party copyright owners, and Customer agrees that it shall comply with any such restrictions.
- (F) Company does not represent or warrant that any specific source will be monitored by Company or represent that any amount of Content will be delivered through the Company Technology. Company reserves the right to change the sources that it monitors at any time. Certain sources may limit Customer's ability to view content or access links through the Services. Customer agrees that it shall comply with any such restrictions.
- (G) If Customer provides users in the United Kingdom ("UK") with access to the Monitoring Service and receipt of NLA Content, then Customer shall:
- (i) Obtain a license for any NLA Content accessed using the Services directly from the Newspaper Licensing Agency ("NLA") for such UK Users;
  - (ii) Unless licensed by the NLA, not further reproduce, copy, distribute, display, sell, publish, broadcast, circulate, deliver or transmit NLA Content either internally or to any third party (with the exception of licensed Public Relations Consultancies and/or Trade/Professional Associations) so as to infringe the intellectual property rights vested in the NLA;
  - (iii) Not remove, conceal or alter any copyright notices contained on or within the NLA Content as accessed or delivered;
  - (iv) Not store NLA Content in electronic form as part of any library or archive of information other than within the Services; and
  - (v) Provide a statement when requested by Company setting out the number of permitted Users within Customer's organization in the UK.
- (H) UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, DOWNLOADING, REPRODUCTION, REDISTRIBUTION, OR REPUBLICATION OF THE CONTENT AND COMPANY DATA IS SOLELY AT CUSTOMER'S OWN RISK. COMPANY AND ITS THIRD PARTY PROVIDERS WILL NOT BE LIABLE FOR CUSTOMER'S SUBSEQUENT USE OR DISTRIBUTION OF THE CONTENT OR COMPANY DATA.

### 3.4 Additional Representations and Warranties.

- (A) Print and Internet Monitoring. ALTHOUGH COMPANY WILL MAKE EVERY EFFORT TO PROVIDE A COMPLETE AND RELIABLE MONITORING SERVICE, IT CANNOT GIVE CREDIT FOR MISSED OR INCORRECT ARTICLES. COMPANY MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, REGARDING THE ORIGIN, ACCURACY, CORRECTNESS, COMPLETENESS, SUBJECT MATTER, CONTENT, OR EDITORIAL APPROACH OF ANY CONTENT, OR THE QUALITY OF SCANNED MATERIALS.
- (B) Broadcast Monitoring. COMPANY CANNOT MAKE REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OF BROADCAST CONTENT OR TELEVISION TEXT BECAUSE IT USES CLOSED-CAPTIONING OF PROGRAMS, WHICH IS NOT ALWAYS IDENTICAL TO THE LITERAL TRANSCRIPTION OF A BROADCAST. CUSTOMER ACKNOWLEDGES THAT CLOSED-CAPTIONING IS SUBJECT TO OCCASIONAL CAPTION ERRORS, MISSPELLINGS, AND GARBLING.
- (C) Social Media Monitoring. SOCIAL MEDIA MONITORING SERVICES ARE PROVIDED TO CUSTOMER "AS-IS." COMPANY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND AND NATURE CONCERNING THE SOCIAL MEDIA MONITORING SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT. SPECIFICALLY, COMPANY DOES NOT WARRANT THAT THE SOCIAL MEDIA MONITORING SERVICES WILL BE ERROR FREE, COMPLETELY SECURE, OR OPERATE WITHOUT INTERRUPTION.

## 4. HELP A REPORTER OUT SERVICE

**4.1 HARO.** This section sets forth the terms and conditions governing the provision and Customer's use of Company's service linking information sources to reporters and bloggers currently known as HARO or HelpAReporterOut ("HARO").

**4.2 Types of Memberships** There are two types of memberships in HARO: Journalist Members and Source Members. The scope of Customer's access to the site is dependent upon the member type. Journalist Members log onto the Journalist home page and post a query ("HARO Query") which is given an anonymous email address. Source Members receive email listings of HARO Queries submitted by Journalist Members. If a Source Member has relevant information which he or she believes, in good faith, can assist the Journalist Member with regard to the specific HARO Query, then the Source Member may provide that information in response. The Source Member may not respond if the information is not in specific response to the HARO Query and the Source Member may not utilize any information contained within the HARO Query for any other purpose. Source Members may forward HARO Queries to others, but Source Members shall not post HARO Queries on blogs, Web sites or any similar venue. Customer shall not harvest Journalist Member email addresses for any reason.

**4.3 Additional Disclaimers** Company does not represent or warrant any information regarding the identity of any Journalist or Source Member with whom Customer may interact in the course of using the HARO service. Additionally, Company does not verify the authenticity of any data which Journalist or Source Members provide about themselves or relationships such individuals may describe. Customer shall not falsely state, impersonate, or otherwise misrepresent its identity, including but not limited to the use of a pseudonym in posting or responding to HARO Queries. Company is not liable for the deletion, corruption or failure to post, store and/or forward any

messages or other content (and/or to do so in a timely manner), including without limitation HARO Queries maintained or transmitted by the Services.



# Texas Sales and Use Tax Exemption Certification

*This certificate does not require a number to be valid.*

Name of purchaser, firm or agency <b>Texas Department of Motor Vehicles</b>	
Address (Street & number, P.O. Box or Route number) <b>4000 Jackson Ave</b>	Phone (Area code and number) <b>512-465-4199</b>
City, State, ZIP code <b>Austin, TX 78731</b>	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: **Cision US, Inc.**

Street address: **130 East Randolph Street, 7th Floor** City, State, ZIP code: **Chicago, IL 60601**

Description of items to be purchased or on the attached order or invoice:


**Electronic Subscription Services**

Purchaser claims this exemption for the following reason:

**State of Texas Government Agency 300573457**

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

*I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

Purchaser <b>sign here</b> 	Title <b>Purchaser</b>	Date <b>5/31/16</b>
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

**THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.**

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.**  
**Do not send the completed certificate to the Comptroller of Public Accounts.**