

SUPPLEMENTAL TERMS: WIRE SERVICES

A fully-executed Order form for Subscription Services including Wire Services (the "Order") constitutes acceptance to the following Supplemental Terms (and together with the Order and the Standard Terms and Conditions, shall be referred to herein as the "Agreement") governing those Wire Services selected in the Order.

1. Definitions

- (a) "Agility" means Agility PR Solutions LLC and/or any of its affiliates that provide the Wire Services to Customer.
- (b) "Customer" means the person or persons named as the Customer in the applicable Order for whom Agility has agreed to provide the Wire Services in accordance with the Agreement.
- (c) "Initial Term" means the initial term of the Wire Services as set forth in the applicable Order.
- (d) "Permitted Users" mean those users who are expressly authorized by Customer to access the Wire Services and are permitted to access the Wire Services under this Agreement.
- (e) "Start Date" means the Start Date of the Subscription Term of the Order.
- (f) "Wire Services" means the services to be provided under the Agreement as selected and more particularly described in the Order.

2. Delivery of the Wire Services

- (a) Delivery. Agility shall (a) make the Wire Services available to you pursuant to the Agreement; (b) provide our standard support for the Wire Services to you as set forth in the Order; and (c) use commercially reasonable efforts to make the online Wire Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which we shall give you at least 7 hours electrical notice and which shall be scheduled to the extent practicable during the weekend hours between 11:00 p.m. Friday and 5:00 a.m. Monday Eastern time), and (ii) any unavailability caused by circumstances beyond our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil

unrest, act of terror, strike or other labor problem (other than one involving our employees), Internet service provider failure or delay, or denial of service attack.

- (b) Access. Use of the Wire Services is strictly limited to Permitted Users. Customer shall notify Company immediately if Customer becomes aware that a Permitted User account or the Wire Services have or may have been breached or compromised in any way.
- (c) Third-Party Sites. Customer shall be subject to and comply with any third-party website's current terms of service and use as such terms are set forth on such third-party website or otherwise, and we encourage Customer to review and become familiar with such terms.
- (d) These Supplemental Terms are a part of and should be read in conjunction with the Standard Terms and Conditions referenced in the Order.

3. Term and Termination

- (a) Term. This Agreement shall commence on the Start Date and shall be effective for the Initial Term. Thereafter, this Agreement shall automatically renew for successive periods of one year (each, a "Renewal Term") unless written notice of non-renewal of the Agreement by Customer is provided to Agility at least ninety (90) days in advance of the commencement of the Renewal Term.
- (b) Data Portability and Deletion. Upon request made by Customer within 30 days after the effective date of termination or expiration of the Agreement, Agility shall make Customer data with respect to the Wire Services available to Customer for export or download. After the 30-day period, Agility will have no obligation to maintain or provide Customer data, and will thereafter delete or destroy all copies of Customer data, unless legally prohibited.