

# AScribe

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## MEMBERSHIP & DISTRIBUTION AGREEMENT

Please sign and return to AScribe by mail, or fax to 510 597 3625.

AScribe, The Public Interest Newswire, is an information distribution service that transmits and publishes news releases and other information on behalf of member institutions – universities, medical centers, research labs, foundations and other organizations.

The undersigned member organization:

1. Agrees that this Agreement is effective as of the date it is accepted by AScribe. The terms of this agreement and the Conditions of Service & Definitions on the reverse side shall apply.
2. Grants to AScribe a non-exclusive worldwide right and license to republish and further distribute (with the right to sublicense others to republish and further distribute) the Information to or via Traditional Media and New Media (as defined on the reverse side).
3. Agrees that this license and the right to sublicense includes the right to integrate and distribute any and all Information together with any other information.
4. Represents and warrants that it has the right to send this Information to AScribe and that no Information will be sent that violates any copyright, or right of privacy or publicity, or other right of any person.
5. Represents and warrants that publication and distribution of this Information by AScribe will not violate any copyright, or right of privacy or publicity, or other right of any person.
6. Represents and warrants that no Information sent to AScribe will contain material that is libelous, slanderous, defamatory, false or misleading.
7. Agrees that it is responsible for the accuracy of news releases sent to AScribe and indemnifies and holds harmless AScribe and its employees, contractors, officers and directors from any claims, losses, damages and costs (including reasonable attorneys' fees) arising out of the Information sent to AScribe or out of AScribe's distribution or publication of the Information or any breach of the foregoing representations and warranties.
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AScribe's services are provided "as is." AScribe expressly disclaims any and all warranties, whether express, implied or statutory, including without limitation any warranties of merchantability and fitness for a particular purpose. In no event shall AScribe's liability to Member exceed any fees paid by Member to AScribe. Furthermore, in no event shall AScribe be liable to Member for any indirect, consequential, special, exemplary or incidental damages.

Member Organization: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_  
(signature) (print name & title)

## Conditions of Service & Definitions

1. These conditions of service apply to all copy, content, materials, and other information (collectively "Information") submitted to AScribe by the Member.
2. "Traditional Media" includes, but is not limited, to newspapers, magazines, trade publications, radio, television, and news wires. "New Media" includes, but is not limited to, Internet- or Internet-II-based services, portals, hubs, broadcasters, web sites, and providers of databases.
3. Member agrees to pay in advance a one-year membership fee of \$125, which will give Member the right to have Information distributed by AScribe during the year at AScribe's rates then in effect. Member agrees to pay invoices for Information distributed by AScribe within 30 days of distribution (i.e. net 30). Membership may be terminated by either party upon 10 days written notice. AScribe will refund a pro-rated portion of the annual membership fee if AScribe terminates the membership prior to the expiration of the term. Unless terminated earlier, membership will automatically be renewed on each annual anniversary of this Agreement, and Member agrees to pay the renewal membership fee as then in effect.
4. This agreement is governed by the laws of the State of California as if made between California residents This agreement represents the entire understanding of the parties, supersedes all prior agreements between the parties, and may only be amended in writing signed by both parties.
5. This agreement may be executed in counterparts each of which shall be an original, but all of which together shall constitute one instrument.

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Updated 12 February 2003

# AScribe

## Membership & News Release Subscription Order Form

To send news via AScribe, our Members agree to pay a \$125 annual membership and to choose one of the news release packages from the list below.

Once AScribe has received the signed Membership & Distribution Agreement and this News Release Subscription Order Form, you may begin to send news immediately for distribution over the AScribe Newswire. You may send these forms by fax to 510-597-3625 or by mail to the address below.

Subscription Package	Number of Releases	Fee	Please check in the box below
#1	5	\$1,500	
#2	10	\$2,850	
#3	20	\$5,000	
#4	30	\$6,300	
#5	50	\$9,500	
#6	100	\$17,000	

Enclosed please find a check for the amount indicated      One-year AScribe Membership: \$ 125

Please invoice us       Release Package at \$ \_\_\_\_\_

Please contact us at this number: \_\_\_\_\_      TOTAL \$ \_\_\_\_\_

Please include this purchase order number on the invoice: \_\_\_\_\_

### Credit Card Information:

Name: on card \_\_\_\_\_

Signature \_\_\_\_\_

Card No \_\_\_\_\_ Exp Date \_\_\_\_ / \_\_\_\_

Security Code \_\_\_\_\_ Billing Address Zip Code: \_\_\_\_\_

### Please send the invoice to:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

### Please send the check payable to:

**AScribe**  
5464 Suite B College Avenue  
Oakland, CA 95618

Or you may fax this form to: 510 597 3625

Help us keep your membership files current!  
Please complete and return to AScribe.

# AScribe Member Information Form

**Please return completed form to AScribe.**

Via fax: 510-597-3625  
Via USPS: 5464 College Ave., Suite B, Oakland, CA 94618

Organization: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Department Phone: \_\_\_\_\_

Department Fax: \_\_\_\_\_ Date: \_\_\_\_\_

Departmental Contacts	Name	Title	Direct Phone	Email	*Qualified Sender?
Department Head/C.P.I.O					[ ]
Primary Contact					[ ]
Department Secretary					[ ]
Invoice					[ ]
Additional Sender					[ ]
Additional Sender					[ ]
Additional Sender					[ ]

\* To ensure the authenticity and authorization of the releases we receive, AScribe uses a "Qualified Sender" mechanism based on individual email addresses. Organizations may have as many qualified senders as needed. If there is not enough space in the table above, please feel free to attach additional pages with that information.

If you have any questions, please call 510-653-9400.