

# User Agreement

March 26, 2018

Ladies and Gentlemen:

Thank you for your interest in the Doner/Cuyahoga County Opioid Marketing Task Force ("Task Force") toolkit produced by Doner Partners, LLC ("Doner"). We believe that the work of the Task Force to combat opioid abuse and addiction is one of the most critical healthcare concerns of our time, and we are pleased to share these materials with others who are similarly committed to highlighting this issue and confronting this challenge. Please note, however, that these materials include elements that are subject to certain third-party restrictions which limit their use. Accordingly, the parties hereby agree as follows:

1. The materials comprising the toolkit are specified in Exhibit A hereto ("Materials").
2. The undersigned entity ("Company") shall have the limited, nonexclusive right to use the Materials and excerpts thereof by means of any media solely for a period commencing on your receipt of the Materials and continuing through and including April 15, 2020.
3. Materials may only be altered to include your logo and a call to action. No other modifications may be made in any manner without the prior written approval of Doner in each instance.
4. Company agrees to indemnify, defend and hold harmless Doner, its parent, subsidiary and affiliated entities, and the officers, directors, shareholders, employees, agents, successors and assigns of all such entities against and from any and all claims, damages, liabilities, costs and expenses, talent and music fees, and payment for any and all required releases (including, without limitation, reasonable counsel fees and disbursements) arising out of or relating to (a) any use, exhibition or other exploitation of the Material or any elements or portions thereof except as expressly permitted hereunder or (b) any breach or alleged breach of any of the terms of this agreement.
5. Company represents and warrants that no statement which is negative or derogatory to the Materials, Doner or the Task Force shall be made in the Materials or any related materials by or under the authority of Company.
6. This agreement shall be governed by the laws of the State of Michigan and each of the parties agrees to submit to the exclusive jurisdiction of the federal and state courts of Wayne County.

Please acknowledge your acceptance of the foregoing by signing this letter in the space provided below, scanning and emailing to [opioidtoolkit@doner.com](mailto:opioidtoolkit@doner.com).

Very truly yours,  
**DONER PARTNERS, LLC**

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Agreed To and Accepted By:  
**[INSERT THIRD-PARTY NAME]**

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_



**EXHIBIT A**  
**DESCRIPTION OF MATERIALS**

“Know the Risks” Opioid Awareness Advertising Campaign consisting of:

- Television public service announcements (:30 and :15)
- Print advertising (6x)
- Posters (6x)
- Billboards (5x)
- Digital/online advertising (5x)
- Social media posts (4x)