**Integration Addendum**

The production company which is the signatory to the Integration Agreement (“**Producer**”) and advertiser (“**you**” or “**Advertiser**”) named in said Integration Agreement agree that, to the extent the terms of the Integration Agreement between you and Producer dated on or about the date hereof (such integration agreement and this Integration Addendum are, together, the “**Agreement**”) conflict with the terms of this Integration Addendum, the terms of this Integration Addendum control.

1. Producer Entity. The undersigned Producer entity is the legal entity entering into the Agreement, and no affiliate of Producer is a party to or liable under the Agreement.
2. Threshold Requirements. You will perform your obligations under the Agreement in a competent, professional manner and in compliance with applicable laws. You will not issue any press releases, social media or speak to the media related to Producer’s (or Amazon’s) participation in the integration contemplated by the Agreement (the “**Integration**”) without Producer’s prior written consent. No exclusivity or right of first refusal obligations are agreed by Producer.
3. Editorial Control. Advertiser does not and will not have any editorial control over the series or movie (the “**Content**”) or the Integration, including the placement and manner in which the product provided by the Advertiser (the “**Product**”) is used.
4. Waiver of Injunctive Relief. If Producer decides for any reason not to produce or exhibit any of the Content or to produce or edit the Content in such a way that the Integration does not appear as set forth in the Agreement, Advertiser agrees that its sole remedy shall be either a pro-rata refund or reduction of the Integration fees, or in the event of in-kind consideration, return of the Product or payment of the reasonable value of the in-kind products or services provided by Advertiser, as applicable. Advertiser agrees that its rights and remedies in the event of any claim against Producer arising from or based on the Agreement shall be limited to the right, if any, to recover monetary damages in an action at law. Advertiser will not be entitled to seek or obtain injunctive or other equitable relief or enjoin or restrain the production, distribution, exhibition, promotion, advertising or exploitation of the Content or any subsidiary, derivative or ancillary rights thereto or any element thereof.
5. Use of Products. Producer will not intentionally use any Products in a broken or disrepaired state nor in a manner presented to mislead the consumers from its intended use, or in a way that is promoting danger to public safety except as detailed in a script or other communication previously presented to Advertiser for agreement on the intended use. Producer otherwise makes no representations, warranties or covenants and has no other obligations with regard to the use or portrayal of the Products or Advertiser brands.
6. Advertiser Representations/Warranties – Products. The Advertiser represents and warrants that: (a) it has the full right, authority and power to enter into the Agreement and to perform all its obligations thereunder; (b) it is the sole and exclusive legal and beneficial owner of the entire right, title, and interest in and to the Product; (c) the Products are free and clear of any third-party claims and rights; (d) granting the Advertiser License in Sec. 9 below and the use/inclusion of the Products and any trademarks, logos of Advertiser or any other materials provided by Advertiser in and in connection with the Program as provided herein does not and will not infringe any third party rights and is not subject to any claim, encumbrance or third party interest; (e) the Products will comply with all applicable laws, rules, regulations, codes and ordinances; (f) the Products and any services provided by Advertiser in relation to the Integration will be in good working condition, free from defects and perform in a competent and workmanlike manner by fully qualified and trained personnel with due care and diligence in accordance with the highest standards of quality; and (g)it will comply with all applicable laws, rules and regulations (including import/re-import, sanctions, anti-boycott, and export/re-export control laws and economic sanctions programs implemented by the U.S. Office of Foreign Assets Control, and tax evasion and tax evasion facilitation laws).
7. Talent. Amazon has no obligations relating to talent and causing talent to participate in any Integration hereunder. You may not imply any talent endorsement without receiving their express approval.
8. Credit. Any credit accorded to Advertiser is subject to Producer’s sole discretion and Amazon’s credit policy. Inadvertent failure of Producer to comply with credit obligations will not constitute a breach of the Agreement.
9. Advertiser License. Advertiser grants permission to use the Products and to incorporate, photograph, record, reproduce and/or otherwise use the Products (including all trademarks, trade names, artwork, materials and logos therein or thereupon or otherwise visible at Advertiser facilities wherein the Integrations are filmed and/or provided to Amazon) in the Content and in the exhibition, promotion and advertising, publicity and other exploitation thereof, including in ancillary exploitation of the Content and in any ‘behind-the-scenes’ or similar footage, in any manner and in all media whether now known or hereinafter devised, in all territories throughout the universe, in perpetuity. The parties acknowledge and agree that all rights of every kind in and to all photography and sound recordings made by Producer and/or Amazon in connection with the Content shall be solely owned in perpetuity by Producer and/or Amazon, its licensees, designees and assignees.
10. Amazon Indemnity Obligation. Producer has no obligation to defend, indemnify or hold you or any of your affiliates harmless from any claims, damages, costs or other liabilities caused by (a) your negligence or willful misconduct or by the negligence or willful misconduct of third parties, or (b) any breach of your obligations under the Agreement.
11. Limited Indemnity Obligations to Amazon. Without limiting your obligations in the Agreement, you will defend Producer, its affiliates and their respective directors, officers, employees, and agents from all claims for which you are strictly liable or that arise out of or relate to (a) your negligence or willful misconduct, or (b) any breach of your representations, warranties and obligations under the Agreement. You will indemnify and hold harmless such parties from all damages and costs associated with such claims. The foregoing does not apply to the extent such liability results from Producer’s negligence or willful misconduct.
12. **Limitation of Liability.** Producer **will not be liable under any circumstances (a) for consequential (including but not limited to lost opportunities or profits), punitive, or indirect damages of any kind** **or (b) for more than the amount payable pursuant to the Agreement.**
13. Governing Law. The Agreement is governed by the laws of the state of NY, without reference to rules governing choice of law.
14. Miscellaneous. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under the Agreement. Any of the parties’ rights or obligations under the Agreement which, by their nature, should survive or may reasonably be interpreted as surviving the termination or expiration of the Agreement will survive and continue in full force and effect. The Agreement may not be modified except by a written agreement signed by both parties. The Agreement constitutes the complete and final agreement of the parties pertaining to the Integration and supersede the parties’ prior or contemporaneous agreements, understandings and discussions relating to the Integration.

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| **ACKNOWLEDGED AND AGREED:**  **Advertiser:**  [insert Advertiser’s name above]  By:  Name:  Title:  Date: | **Producer:**  [insert Producer entity’s name above]  By:  Name:  Title:  Date: |