

## 1. DEFINITIONS

In this Agreement, capitalised words shall have the meanings set out below or elsewhere in this Agreement (including its Schedules and the Subscription Order Form):

- 1.1. **"Authorised User"** shall mean those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services.
- 1.2. **"AUP"** shall mean the Acceptable Use Policy set out at <http://www.vuelio.com/uk/policies/acceptable-use-policy/>
- 1.3. **"Confidential Information"** shall mean any information which is confidential in nature provided by or on behalf of one party (the **"Owner"**) to the other party (the **"Recipient"**) in connection with this Agreement (and for the avoidance of doubt, including the existence and terms of this Agreement) whether before or after the date of this Agreement and whether or not such information is marked or otherwise designated as confidential or proprietary to the Owner or its licensees (including but not limited to information relating to trade secrets, industrial rights, intellectual property rights, patents, designs, design rights, copyrights, know-how, inventions, discoveries, improvements, formulae, techniques, specifications, test methods, recipes, procedures, processes, drawings, manuals, computer systems or software, codes of practice, instructions, catalogues, ideas, facilities, plant and equipment, business methods, finances, prices, business plans, marketing plans, development plans, manpower plans, sales targets, sales statistics, customers and suppliers) and whether in oral, visual, electronic or any other medium, form or format whatever.
- 1.4. **"Customer Content"** shall mean any data, video, graphics, information, statements or other material that is inputted by or on behalf of the Customer or an Authorised User during their use of the Services.
- 1.5. **"Documentation"** means the document made available to the Customer by the Supplier in the form of help files provided with the Product or at a web address notified by the Supplier to the Customer from time to time which sets out a description of the Product and the applicable user instructions.
- 1.6. **"Effective Date"** shall mean the date identified as such in the Subscription Order Form from which the Services shall be provided by the Supplier.
- 1.7. **"Force Majeure Event"** shall mean any acts, events, omissions or accidents beyond the reasonable control of the Supplier, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction in relation to the Force Majeure Event, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.
- 1.8. **"Fees"** shall mean the subscription fees payable by the Customer to the Supplier for the User Subscriptions set out in the Subscription Order Form.
- 1.9. **"Initial Term"** shall mean the period identified as such in the Subscription Order Form.
- 1.10. **"Product"** shall mean the software product selected by the Customer and identified as such in the Subscription Order Form, details of which are set out in Schedule B.
- 1.11. **"Renewal Period"** shall mean the period identified as such in the Subscription Order Form.
- 1.12. **"Services"** shall mean the provision of access to the Product via {<http://www.vuelio.com/uk/client-login/>}, or such other web address notified by the Supplier to the Customer from time to time and any other additional services set out in a Statement of Work.
- 1.13. **"Special Conditions"** shall mean the conditions identified as such in the Subscription Order Form.
- 1.14. **"Subscription Order Form"** shall mean the order form incorporating these Subscription Terms and Conditions.
- 1.15. **"Support Services"** shall have the meaning set out in Clause 2.2.
- 1.16. **"Term"** shall have the meaning set out in Clause 3.1.
- 1.17. **"User Subscriptions"** shall mean the user subscriptions purchased by the Customer and set out in the Subscription Order Form which entitle Authorised Users to access and use the Services in accordance with this Agreement.

## 2. SERVICE AGREED

- 2.1. In consideration for the Fees and subject to the Customer's compliance with the terms of this Agreement, the Supplier grants the Customer and its Authorised Users a non-exclusive, limited, non-transferable licence for the duration of the Term to access and use the Services and any content created through authorised use solely for the Customer's lawful internal business purposes and for use by Authorised Users in support of the Customer's lawful internal business purposes.
- 2.2. The Supplier shall provide the Customer with technical support for the Product in accordance with Schedule D (the **"Support Services"**).
- 2.3. The Customer cannot license, sublicense, sell, resell, transfer, assign, distribute or otherwise reuse or make available to third parties the Services or any of its components or any rights granted to the Customer by this Agreement.

## 3. TERM

- 3.1. The Initial Term, specified in the Subscription Order Form, shall commence on the Effective Date unless otherwise agreed between the parties. After expiry of the Initial Term, and unless terminated earlier in accordance with the provisions of this Agreement, this Agreement will be automatically renewed for successive Renewal Periods specified in the Subscription Order Form upon the same terms and conditions as those specified herein (and any such Renewal Periods collectively with the Initial Term shall constitute the **"Term"**) unless written notice terminating this Agreement is given by either party not less than 90 calendar days before the end of the Initial Term or any subsequent Renewal Period (as applicable).
- 3.2. Upon expiration or any termination of this Agreement the Customer's rights and those of the Authorised Users to use the Services shall cease and the Customer shall, at the Suppliers request, return or certify that the Customer has destroyed all copies or records of

the Supplier's Confidential Information or proprietary information.

- 3.3. The Supplier may destroy or otherwise dispose of any of the Customer Content in its possession unless the Supplier receives, no later than 10 days after the date of the termination or expiry of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Content. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all Fees and charges outstanding at and resulting from termination or expiry.
- 3.4. The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Content.

#### 4. CUSTOMER RIGHTS AND RESPONSIBILITIES

- 4.1. The Customer shall at all times comply with the AUP and shall procure that all Authorised Users do the same.
- 4.2. The Customer must at all times ensure that competent staff are suitably trained to manage and use the Service, and are aware of its technical limitations and procedures.
- 4.3. The Customer may not allow the Service to be repaired, serviced or otherwise attended to except by the Supplier's staff.
- 4.4. The Customer shall maintain adequate security measures to safeguard the Services from access or use by any unauthorised person.
- 4.5. Except to the extent and in the circumstances expressly permitted by applicable law, the Customer shall not alter, modify, adapt or translate the whole or any part of the Product in any way nor permit the whole or any part of the Product to be combined with or become incorporated in any other computer programs nor decompile, disassemble or reverse engineer the same nor attempt to do any such things. Notwithstanding the above, all rights to any modifications to the Product shall belong to the Supplier and the Customer shall do all things necessary to vest such rights in the Supplier.
- 4.6. In relation to the Authorised Users, the Customer undertakes that:
  - 4.6.1. the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of User Subscriptions it has purchased in relation to the Product from time to time;
  - 4.6.2. it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services;
  - 4.6.3. each Authorised User shall keep a secure password for his use of the Services, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep his or her password confidential;
  - 4.6.4. it shall permit the Supplier to audit the Services in order to establish the name and password of each Authorised User and/or that the maximum number of Authorised Users that the Customer has authorised to access and use the Services does not exceed the number of User Subscriptions it has purchased for a Product. Such audits may be conducted no more than once

per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;

- 4.6.5. if any of the audits referred to in Clause 4.6.4 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and
  - 4.6.6. if any of the audits referred to in Clause 4.6.4 reveal that, or the Supplier otherwise becomes aware that, the Customer has underpaid Fees to the Supplier and/or that the maximum number of Authorised Users that the Customer has authorised to access and use the Services exceeds the number of User Subscriptions it has purchased for a Product, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the prevailing prices for the Product within 10 business days of the date of the relevant audit.
- 4.7 In the event that the Customer has selected one of the Products set out below (as indicated in the Subscription Order Form), the Customer shall comply with the applicable obligations which relate to that Product set out in Schedule C which, for the avoidance of doubt, shall include the obligations set out in Paragraph 3.2 of Schedule C:
- a) Journalist and Media Database;
  - b) Distribution Services; and/or
  - c) Monitoring Services

#### 5. SUPPLIER RIGHTS AND RESPONSIBILITIES

- 5.1. Subject to payment of the applicable Fees by the Customer, the Supplier shall commence delivery of the Service on the Effective Date.
- 5.2. The Supplier is under no obligation to monitor the activities of the Customer or its Authorised Users. However the Supplier reserves the right to do so to the extent permitted by applicable law in connection with technical or otherwise necessary considerations in connection with monitoring the use of the Service and the content utilised by the Customer.
- 5.3. The Supplier shall use commercially reasonable endeavours to make the Services available as set out in Schedule D.

#### 6. COSTS AND PAYMENT

- 6.1. The Customer shall pay the Supplier the Fees for the Services in accordance with this Clause 6.
- 6.2. All invoices supplied by the Supplier shall be paid by the Customer without set-off 30 days from the date of the relevant invoice.
- 6.3. The Fees are payable in advance of the Effective Date unless otherwise agreed in writing with the Supplier.
- 6.4. An additional fee as set out in Clause 4.6.6, is payable for each additional User Subscription in excess of the number specified in Subscription Order Form.
- 6.5. The Fees specified are subject to change by the Supplier, such change to be communicated in writing 120 days prior to end of the Initial Term or a subsequent Renewal Period and any such change in the Fees will take effect upon the commencement of the succeeding Renewal Period.
- 6.6. In addition to the Fees, The Supplier reserves the right to charge the Customer the Standard Hourly Rate, as identified in Schedule D, to cover;

- 6.6.1. the resolution of excessive or unusual problems or complaints that arise from the improper use, operation and modification or neglect of the Service by the Customer;
- 6.6.2. failure by the Customer to implement recommendations in respect of, or solutions, to faults previously advised by the Supplier;
- 6.6.3. any problem with Service which is caused by or results from any repair, adjustment, alteration or modification of the Service by any person other than the Supplier without the Supplier's prior written consent;
- 6.6.4. any problem with Service which is caused by or results from the Customer changing any hardware, operating system software, networks or other technical infrastructure; or
- 6.6.5. other services not covered by the Agreement.
- 6.7. The Customer will pay all sales, excise and other value-added taxes, duties or levies of any kind whatsoever imposed by any authority, government agency or commission in connection with the Services as provided under this Agreement.
- 6.8. The Customer is responsible for all costs over the entire term of the Agreement payable as set out herein or on demand if not specified herein. If the Supplier terminates this Agreement for the Customer's breach of the terms of this Agreement before the end of the Initial or a Renewal Period, then the remaining, unpaid costs for the remainder of the Initial Term and/or the Renewal Period (as applicable) are due and payable immediately.
- 6.9. There are no partial refunds or credits for early cancellations and all payments to the Supplier are final and non-refundable except as otherwise set out in this Agreement.
- 6.10. The Supplier reserves the right to charge interest on any overdue account from the first day after payment should have been made and until payment is made, accruing daily, at 4% points per annum above the base lending rate of the Bank of England from time to time. The Customer shall pay the interest together with the overdue account.
- 6.11. The Supplier may at any time set off any liability of the Customer to the Supplier against any liability of the Supplier to Customer, whether either liability is present or future, liquidated or unliquidated, [and whether or not either liability arises under this agreement]. Any exercise by the Supplier of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.

## 7. DATA PROTECTION

- 7.1. In this Clause 7, the terms "controller", "data processor", "processing" (and any variants of the same) and "personal data" will bear the meanings given to them in European Union Directive 95/46/EC.
- 7.2. To the extent that Supplier processes personal data about any living individual ("Data") in the course of providing the Services, it will do so only as a data processor acting on behalf of the Customer (as data controller) and in accordance with the requirements of this Agreement.
- 7.3. The Supplier will process the Data in accordance with the Customer's lawful instructions and will not (i) assume any responsibility for determining the purposes for which and the manner in which the Data is processed or (ii) process the Data for its own purposes.

- 7.4. The Supplier will at all times process the Data only for the purpose of providing the Services and in accordance with the Customer's lawful instructions.
- 7.5. The Supplier will have in place and maintain throughout the term of this Agreement appropriate technical and organizational measures to protect the Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing.
- 7.6. The Customer authorises the Supplier to subcontract processing of Data under this Agreement to a third party provided that the Supplier records any such subcontract in writing and it flows down its obligations under this Clause 7 to protect the Data in full to any subcontractor it appoints, such that the data processing terms of the subcontract are no less onerous than the data processing terms set out in this Clause 7.
- 7.7. The Customer will at all times comply in full with the requirements of any applicable privacy and data protection laws to which it is subject as a controller.
- 7.8. The Customer acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and the Supplier's other obligations under this Agreement;
- 7.9. The Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf.

## 8. THIRD PARTY PROVIDERS

- 8.1. The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services

## 9. WARRANTIES

- 9.1. Subject to Clauses 9.3, the Supplier warrants that the Product will perform substantially in accordance with the Documentation.
- 9.2. In the event that the Customer discovers a material error in the Product which substantially affects the Customer's use of the same and notifies the Supplier of the error within 90 days from the Effective Date of this Agreement the Supplier shall at its sole option either refund Fees or use reasonable endeavours to correct by patch or new release (at its option) that part of the Product which does not so comply provided that such non-compliance has not been caused by any modification, variation or addition to the Product

not performed or authorised by the Supplier or caused by incorrect use, abuse or corruption of the Product by the Customer or by its use of the Product with other software or on equipment with which it is incompatible. Refund or correction under this Clause 9.3 shall be the Customer's sole remedy in respect of any such error.

#### 9.3. The Supplier:

- 9.3.1. does not warrant that the Customer's use of the Services will be uninterrupted or error-free or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
- 9.3.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

#### 9.4. Except as expressly provided in this Agreement:

- 9.4.1. the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer and the Authorised Users, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
  - 9.4.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
  - 9.4.3. the Services and the Documentation are provided to the Customer on an "as is" basis.
- 9.5. The Customer warrants that it will comply with all applicable law with respect to its and its Authorised Users' access to and use of the Services.

## 10. CONFIDENTIALITY

10.1. Subject to Clause 10.2, each party shall treat all Confidential Information as strictly confidential and shall not disclose Confidential Information to any person.

#### 10.2. A party may disclose Confidential Information:

- 10.2.1. if and to the extent required by law or order of the courts, or by any securities exchange or regulatory or governmental body to which such party is subject, wherever situated (whether or not the requirement for information has the force of law); or
- 10.2.2. on a necessary basis and under conditions of confidentiality to the professional advisers, auditors and bankers of such party; or
- 10.2.3. if such Confidential Information has come into the public domain other than by a breach of any obligation of confidentiality; or
- 10.2.4. with the prior written approval of the other party such approval not to be unreasonably withheld or delayed.

10.3. The restrictions contained in this Clause 10 shall continue to apply after the termination or expiry of this Agreement (howsoever arising).

## 11. LIMITATION OF LIABILITY

11.1. Nothing in this Agreement shall exclude or limit either party's liability to the other for:

- 11.1.1. personal injury or death resulting from negligence;
- 11.1.2. fraud or fraudulent misrepresentations; and
- 11.1.3. for any other reason which may not be excluded by applicable law.

11.2. Subject to Clauses 11.1 and 11.3 the Supplier shall not be liable to the Customer for:

- 11.2.1. loss of profits or revenue (whether direct or indirect);
- 11.2.2. loss on anticipated savings;
- 11.2.3. loss of or corruption of data;
- 11.2.4. loss or damage to goodwill, reputation or business; and
- 11.2.5. any indirect, special or consequential loss, arising out of or in connection with this Agreement or any breach or non-performance of it no matter how fundamental and whether any claim for recovery is based in contract, tort (including by any reason of negligence), for breach of statutory duty or otherwise.

11.3. Subject to Clauses 11.1 and 11.2, the Supplier's total aggregate liability under the Agreement whether in contract, tort (including by any reason of negligence) or otherwise in relation to any given event or series of connected events is limited to the greater of:

- 11.3.1. an amount equal to 100% of the total amount paid or payable by the Customer under this Agreement during the 12 month period immediately preceding the date on which the claim arose; or
- 11.3.2. if the Customer has not paid any monies under this Agreement then £500.

## 12. INTELLECTUAL PROPERTY RIGHTS

12.1. The Supplier shall defend, indemnify and hold harmless the Customer against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with a claim that the Customer's use of the Services infringes the trade mark, copyright, database right or right of confidentiality of a third party, provided that:

- 12.1.1. the Customer shall not have (without the consent of the Supplier) done, permitted or suffered to be done anything which may have been or become an infringement of any rights in any copyright, patent, trade mark or other rights as hereinbefore provided;
- 12.1.2. the Supplier is given prompt notice of any such claim;
- 12.1.3. the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
- 12.1.4. the Supplier is given sole authority to defend or settle the claim.

12.2. In the event that any such infringement as set out in Clause 12.1 occurs or may occur, the Supplier may at its sole option and expense:

- 12.2.1. procure for the Customer the right to continue using the Services or infringing part thereof;
- 12.2.2. modify or amend the Product or infringing part thereof so that the same becomes non-infringing;
- 12.2.3. replace the Product or infringing part thereof by other software of similar capability; or
- 12.2.4. repay to the Customer the Fee relating to the whole or the infringing part of the Product.

- 12.3. The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with any claim:
- 12.3.1. that the Customer Content infringes the copyright, trade mark, database right or right of confidentiality of a third party; or
  - 12.3.2. arising out of or in connection with the Customer's or an Authorised User's use of the Services and/or Documentation in contravention of the AUP; or
  - 12.3.3. any defamatory material contained in the Customer Content.
- 12.4. The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services, Products and Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or any accompanying documentation.
- 12.5. The Customer shall own all right, title and interest in and to all of the Customer Content and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Content.
- 12.6. The Customer grants to the Supplier a worldwide, fully paid-up, sublicensable, non-exclusive, non-transferable licence during the Term to use, copy, transmit, store, modify and back-up Customer Content for the purpose of providing the Customer with access to and use of the Services and for any other purpose related to provision of the Services (including for the avoidance of doubt the ability to sublicense to any subcontractor of the Supplier) .

### 13. TERMINATION

- 13.1. Either party may terminate this Agreement at any time on written notice, either immediately or following such notice period as it shall see fit if the other party:
- 13.1.1. is in material breach of this Agreement, and such breach is irremediable; or
  - 13.1.2. commits any remediable material breach of this Agreement and fails to remedy such breach within a period of 30 business days from the service on it of a notice specifying the material breach and requiring it to be remedied (or, having so remedied, subsequently commits a similar breach within the next 30 business days);
- 13.2. In the event of termination by the Supplier in accordance with Clause 13.1 the Customer must pay immediately all fees and costs accrued before the termination, all annual recurring fees for each year remaining in the Term and any other amounts the Customer owes to the Supplier under this Agreement.
- 13.3. Either party may terminate the Agreement immediately by notice in writing to the other if the other:
- 13.3.1. has a winding up petition presented against it and does not make an application to set aside the same within 7 days or goes into liquidation whether compulsorily or voluntarily (unless as part of a bona fide scheme for amalgamation or

reconstruction first approved in writing by the other party);

- 13.3.2. becomes subject to an administration order;
  - 13.3.3. has a receiver or administrative receiver appointed over or encumbrancer take possession of the whole or any part of its assets, compounds with its creditors or any class of the same;
  - 13.3.4. ceases to carry on its business or threatens to cease the same or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
  - 13.3.5. being an individual, has a bankruptcy order made against him or, being a partnership, has a bankruptcy order made against any of the partners or a notice served by a partner for the dissolution of the partnership; or
  - 13.3.6. undergoes any similar or equivalent process to the above in any jurisdiction.
- 13.4. The Supplier shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by a Force Majeure event, provided that the Customer is notified of such an event and its expected duration.

### 14. NON- SOLICITATION

- 14.1. During the period during which the Supplier is providing the Services to the Customer and for a period of six months thereafter the Customer shall not (whether personally or by its agent and whether for itself or on behalf of any other person, firm or company) induce or seek to induce any employee of the Supplier to leave the Supplier's employment.

### 15. DISPUTE RESOLUTION

- 15.1. The parties shall attempt to resolve any dispute arising out of or relating to this Subscription Agreement through negotiations between senior executives of the parties, who have authority to settle the same.
- 15.2. If the matter is not resolved by negotiation within 30 days of receipt of a written 'invitation to negotiate', a party may refer the dispute to a mediator for resolution. The parties shall attempt to agree upon the appointment of a mediator, upon receipt, by either of them, of a written notice to concur in such appointment. Should the parties fail to agree within 14 days, either party, upon giving written notice, may apply to the President or the Deputy President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a mediator.
- 15.3. Should the mediation fail, in whole or in part, either party may, upon giving written notice, and within twenty eight days thereof, apply to the President or the Deputy President, for the time being, of the Chartered Institute of Arbitrators, for the appointment of a single arbitrator, for final resolution. The arbitrator shall have no connection with the mediator or the mediation proceedings, unless both parties have consented in writing. The arbitration shall be governed by both the Arbitration Act 1996 and the Controlled Cost Rules of the Chartered Institute of Arbitrators (2000 Edition), or any amendments thereof, which Rules are deemed to be incorporated by reference into this Clause. The seat of the arbitration shall be England and Wales.

### 16. GENERAL

- 16.1. No agency, partnership, joint venture, or employment relationship is created by this Agreement and neither party has the power to bind the other party.

- 16.2. The following Clauses shall survive termination of this Agreement: Clause 1, Clause 3, Clause 10, Clause 11, Clause 12, Clause 13.2, Clause 14, Clause 15 and Clause 16.
- 16.3. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with English Law. In the event of dispute the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).  
The failure to exercise or delay in exercising a right or remedy provided to a party under this Agreement shall not constitute a waiver of that right or remedy, and no waiver by a party of any breach of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision. Unless otherwise stated in this Agreement, each right or remedy of a party under this Agreement is without prejudice to any other right or remedy of that party under this Agreement or at law.
- 16.4. No variation or addition to this Agreement shall be binding upon either party unless agreed and duly executed in writing between a Director of the Supplier and a duly authorised representative of the Customer.
- 16.5. Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this agreement.
- 16.6. Any notice to be given shall be deemed effective (a) when actually received (if sent by fax) or (b) when left at the address mentioned above (if delivered personally) or (c) two business days after posting by first class post or recorded delivery addressed as required above (if given by post).
- 16.7. The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 16.8. The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 16.9. If any provision of this Agreement is declared by any competent court or body to be illegal, invalid or unenforceable under the law of any jurisdiction, or if any enactment is passed that renders any provision of this Agreement illegal, invalid or unenforceable under the law of any jurisdiction this shall not affect or impair the legality, validity or enforceability of the remaining provisions of this Agreement.
- 16.10. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.
- 16.11. This Agreement constitutes the entire agreement and understanding between the parties relating to the transactions contemplated by or in connection with this Agreement and the other matters referred to in this Agreement and supersedes any other agreement or understanding (written or oral) between the parties or any of them relating to the same.
- 16.12. Each party acknowledges and agrees that it does not rely on, and shall have no remedy in respect of, any promise, assurance, statement, warranty, undertaking or representation made (whether innocently or negligently) by any other party or any other person except as expressly set out in this Agreement in respect of which its sole remedy shall be for breach of contract. Nothing in this Clause 16.12, however, shall operate or be construed to exclude or limit any liability of any person for fraud, including fraudulent misrepresentation.
- 16.13. The Customer agrees that the Supplier may issue a press release announcing the order once the Agreement is signed. The release to be issued will be agreed with the Customer in advance.

## SCHEDULE B

The following sections only apply if such products / modules are included on the Subscription Order Form

### Glossary of Terms

**Advanced Analytics** – ability to access our advanced analytics suite of charts. This facilitates automated comparative analytics, including but not limited to, share of voice for competitors, products and spokespeople

**Agency Platform** – software sold into Public Relations and Public Affairs

**Analytics** – ability to analyse news coverage in realtime

**Basic Edition** – an integrated package that provides access to the UK & Ireland media contacts database with the ability to send up to 3000 emails, as well as access to the online news monitoring with the ability to have up to 5 search strings

**Basic Media Management** – access to the UK & Ireland media contacts database with the ability to send up to 3000 emails

**Basic News Monitoring** – access to the online news monitoring module with the ability to have up to 5 search strings

**Broadcast Monitoring** – monitoring of defined set of TV and Radio sources

**Cases** – ability to capture and monitor FOI, complaints and other public enquiries

**Comms planner** – create projects with tasks and project timeline

**CP – Agency edition** - UK and ROI database 3 concurrent users, unlimited email distribution, forward features/editorial opportunities, one social newsroom (customised page on news.cision.com to post your media/press releases), Online media monitoring, CRM module, projects (ability to have separate instances of CisionPoint) and dedicated training - up to 5 online training sessions.

**CP – Agency, Global** - Global database with 10 concurrent users, unlimited email distribution, forward features/editorial opportunities, 3 social newsrooms (customised page on news.cision.com to post your media/press releases), online media monitoring with 50 search agents, CRM module, projects (ability to have separate instances of CisionPoint), Influencer search and dedicated training - up to 5 online training sessions.

**CP – Agency, Monitor** - online news monitoring with 3 concurrent users, online training.

**CP – Agency, Starter** - UK and ROI database 1 concurrent user, email distribution (5000 emails), forward features/editorial opportunities, One social newsroom (customised page on news.cision.com to post your media/press releases) and online training.

**CP Inhouse, Digital** - UK and ROI database with 3 named users, unlimited email distribution, forward features/editorial opportunities, 3 social newsrooms (customised page on news.cision.com to post your media/press releases), online news monitoring and dedicated online training.

**CP Inhouse, Integrated** - UK and ROI database one named user, unlimited email distribution, forward features/editorial opportunities, 3 social newsrooms (customised page on news.cision.com to post your media/press releases), online news monitoring, Influencer search, CRM module, UK Print monitoring with up to 1000 clips and up to 5 dedicated online training sessions.

**CP Inhouse, Starter** - UK and ROI database one named user, email distribution (5000 emails) and online training.

**CP Marketing Package** - UK and ROI database 3 named users, unlimited email distribution, forward features/editorial opportunities and the Influencer search.

**CRM Module** – ability to record interactions, notes and enquiries against contact profiles and issues

**Distribution** – ability to issue emails via the platform to bespoke contact lists

**Enterprise Edition** - access to the integrated Vocus suite that provides UK & Ireland media contacts, CRM, unlimited email distribution, forward features, news management tools and analytics, also includes collateral storage, customisable fields (UDFs)

**Global Database** – access to the global contacts database

**Influencer Search** – ability to find influencers who are active on specific issues

**Interactions module** – record meeting agendas, notes and actions

**Mobile web-site** – access Vuelio suite from your mobile device

**News Gateway Fee** – administration, set up and management fee for the print monitoring service

**NLA** – newspaper licensing agency who regulate copyright

**NOD - PR Agency Content** –online monitoring to agencies at a lower cost, the content is however the same

**NOD Unlimited Clips** – access to unlimited online news monitoring

**Online Media Centre** – seamless embedding of an online press room into your corporate website

**Online Monitoring** – uncapped monitoring of online news sources with international reach

**On-site training (per day)** – a Vuelio representative would attend your offices for onsite training

**Print Monitoring** – provision of scanned PDFs from printed publications (newspapers, magazines)

**Private Sector Platform** - software sold into the private sector

**Professional Edition** – access to the integrated Vocus suite that provides UK & Ireland media contacts, CRM, unlimited email distribution, forward features, news management tools and analytics

**Professional Media Relations Module** – access to the UK & Ireland media contacts database with CRM, unlimited email distribution and forward features

**Professional News Management Module** – access to the news management suite which includes unlimited online news monitoring and analytics

**Professional Services** – this covers custom work specific to the customer as detailed on the contract addendum

**Projects** - ability to set up and manage projects/campaigns to track and measure media relations input in relation to news coverage results

## SCHEDULE C

The following sections only apply if such services are included on the Subscription Order Form

### 1. Journalist, Media and Political Database

1.1 Supplier owns a proprietary database which consists of a subset of Content (“Data”). The Customer’s Authorised Users can log into the database and use the Software to access, manage and analyse the Data.

1.2 Supplier grants to the Customer a nonexclusive, non-sub licensable, non-transferrable and non-assignable, revocable, limited right to allow its Authorised Users to access and use the Data to view political and media profiles and information within the database, create and download lists of information, distribute press releases and other notifications via the Product, and attach its own personal notes to Data.

1.3 Use of the database must be by no more than the number of Authorised Users in the Customer’s organisation.

1.4 The Customer and any of its Authorised Users will not:

1.4.1 make the Data or any downloaded lists available to non-Authorised Users, unless otherwise permitted in writing by the Supplier;

1.4.2 incorporate any information provided under this Agreement into a new product or work, free or for resale, which includes but is not limited to using the Data in any resale process;

1.4.3 transfer any Data or downloaded lists into a competitor’s product;

1.4.4 use the Data in a manner that would violate any applicable law, including but not limited to anti-spamming laws and regulations;

1.4.5 use the electronic service to decompile, reverse engineer or disassemble any part of a website accessed or its content or software used;

1.4.6 use the Product to send or distribute multiple unsolicited e-mails or messages, chain letters or otherwise to interfere with or disrupt any website accessed or Services provided;

1.4.7 use the electronic service to introduce any material containing contaminating or destructive codes such as viruses, worms, Trojans or any other similar features to any website accessed as part of the Services;

1.4.8 use the electronic service to attempt to cause the Product to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material violating third party privacy rights.

1.5 The Customer is solely responsible for the content of its press releases and other notifications (where this Service is used), including any errors, omissions, statement of facts or opinions or third party quotations or references.

### 2. Distribution Services

The Customer may purchase press release and other notification distribution services from the Supplier which includes the distribution of full-text and multimedia news releases and related information through the Supplier’s proprietary distribution network.

The Supplier takes a “zero tolerance” approach when dealing with spam and reserve the right to deactivate a Customer’s account where inappropriate use of the contacts database is deemed to have occurred.

It is the Customer's responsibility to ensure that any content published using Supplier's tools complies with copyright notices and that any necessary licences and/or permissions have been obtained from the relevant authority/body. The Supplier reserves the right to delete, without giving prior notice, published content which is deemed to be libelous, inflammatory or inappropriate.

### 3. Monitoring Services

This Section sets forth the terms and conditions governing Supplier's provision and Customer's use of Supplier's content monitoring service including print, broadcast, online news, social media, and political (collectively and individually "Monitoring Service"). The Supplier does not represent or warrant that any specific source will be monitored by the Supplier. The Supplier reserves the right to change the sources that it monitors at any time.

#### 3.1 Further Definitions

In these terms and conditions (the "Terms") the following expressions shall have the following meanings:

CLA - the Copyright Licensing Agency Limited incorporated and registered in England and Wales with company number 1690026 whose registered office is at Saffron House, 6-10 Kirby Street, London, EC1N 4US; CLA News Item - any article, or part of an article, extracted from any published edition of a journal, magazine or other periodical containing an item of news or current affairs and provided by the Supplier to the Customer under licence from the CLA whether in paper, facsimile, electronic or any other form and CLA News items shall be construed accordingly;

Clip - any or all of a CD Audio Clip, a Digital Audio Clip, a Digital Video Clip and a DVD Video Clip and Clips shall be construed accordingly;

Copy - a hard copy, faxed, emailed or web delivered version of a News Item and Copies shall be construed accordingly;

Copyright Body - a licensed provider of content including broadcasters, the CLA, the NLA, publishers and partners and Copyright Bodies shall be construed accordingly;

Excluded Material - works identified in the list of excluded categories as listed on the CLA's website as may be amended from time to time by the CLA;

Item - any or all of: a Clip, a Copy, a News Item, a Transcript provided pursuant to the Services and Items shall be construed accordingly;

News Item - a CIA News Item and / or NLA News Item and / or any other item of news or current affairs sourced from any service provider including Copyright Bodies and News Items shall be construed accordingly;

NLA - the Newspaper Licensing Agency Limited, incorporated and registered in England and Wales with company number 03003569 whose registered office is at Wellington Gate, 7 & 9 Church Road, Tunbridge Wells, Kent, TN11 1NL;

NLA News item - (i) any article, column, report or other item in electronic form produced or supplied by a newspaper, magazine or by the NLA or taken from a newspaper or magazine in the form that it appeared in the newspaper or magazine; or (ii) any article from a newspaper or magazine which has been digitally scanned to produce a "read-only" version which cannot be searched or amended; or (iii) a photograph, illustration, graphic, cartoon or other image but not an advertisement and provided by The Supplier to the Customer under licence from the NLA and NLA News Items shall be construed accordingly;

Meta-data - headline, byline, publication name, publication section, page and word count data which describes a News Item but which does not contain any body text as supplied by the NLA pursuant to the NLA Licence;

NLA Licence - the licence granted to the Supplier by the NLA to enable the Supplier to scan certain NLA News Items (other than Rights Restricted Material), monitor them and electronically copy and distribute the contents thereof;

Portal - the online service platform into which content supplied under the Services is delivered;

Reading List - all forms of published content, subject to change from time to time, including, without limitation, newspapers, periodicals, consumer magazines, trade, technical and business journals, websites, blogs, broadcasters and other providers, as appropriate to the Services detailed in the Contract;

Rights Restricted Material - material in respect of which (i) a newspaper publisher does not own copyright; or (ii) a newspaper publisher has not mandated the NLA to grant a licence; or (iii) the NLA does not grant licences from time to time;

Transcript - typed text and / or typed text and screen images from either a video or audio feed from one programme related to the same story up to

a maximum duration of 2 minutes provided in a word or pdf format and Transcripts shall be construed accordingly.

Whilst the Supplier will use its reasonable endeavours to provide the Customer with a reasonably acceptable level of accuracy and timeliness in performing the Monitoring Services, and will apply such time, attention, resources, trained personnel and skill as may be reasonably necessary or appropriate for the due and proper performance of the Monitoring Services hereunder, the Customer acknowledges and accepts that, having due regard to the manner in which the Reading List is monitored and the News Items are collected, and the volume of material from which the News Items are derived, and where applicable the Supplier is relying upon third party suppliers when performing the Monitoring Services, no warranty, guarantee or representation is made by the Supplier that the Monitoring Services will be complete, accurate and/or fit for the purpose.

#### 3.2 Copyright and licensing

3.2.1 For the avoidance of doubt, it is the Customer's responsibility to obtain any additional licences required from any Copyright Body as a result of any additional use of the Services above those specified in the Contract.

3.2.2 The Customer agrees to ensure it will comply with the terms of any necessary or appropriate licences for its use of News Items and any other information appearing within the Product.

3.2.3 Unless licensed by the relevant Copyright Body or copyright owner the Customer shall not:

3.2.3.1 further reproduce, copy (including electronically), distribute, display, sell, publish, broadcast, circulate, deliver or transmit Copies (whether in electronic or hard copy) either internally or to any third party so as to infringe the intellectual property rights vested in the relevant Copyright Body.

3.2.3.2 use E-Fax software and/or equipment to receive Copies.

3.2.4 The Customer will destroy all Copies in respect of which the Customer has been notified directly or indirectly by the relevant Copyright Body as potentially or actually causing legal liability to third parties. The Customer will treat such notices as confidential.

3.2.5 To the extent that the Customer requires an electronic service then the Customer must:

3.2.5.1 limit the access to Copies for its own use to Authorised Users only;

3.2.5.2 obtain an NLA licence if the service relates to print or digital content for which the NLA has responsibility, and produce such to The Supplier on demand unless the Customer only has one Authorised User who accesses the service;

3.2.5.3 obtain a CLA licence if the service relates to print or digital content for which the CLA has responsibility, where the Customer accesses any individual digital cutting more than once (whether by the access of multiple users or one user making multiple accesses or otherwise);

3.2.5.4 not store Copies in electronic form as part of any library or archive of information;

3.2.5.5 provide a statement at The Supplier's request setting out the number of Authorised Users and confirming that Copies supplied have not been dealt with or used other than by Permitted Users.

3.2.6 All Copies, transcripts, recorded material, article summaries and translations are supplied for the private use of the Customer and shall not be reproduced, circulated, resold or copied (whether in whole or in part) without the Customer obtaining the prior written approval where relevant of the copyright holder or broadcast authority (as the case may be).

3.2.7 The Customer hereby acknowledges that The Supplier is required under the terms of the licences that it has signed with the relevant



Copyright Bodies to provide the Copyright Bodies with the contact details and certain additional information in respect of any Customer to whom the Services are supplied electronically. Accordingly, the Customer hereby consents to the provision to the relevant Copyright Body of the Customer's name, address and other necessary information including, in the case of the NLA, the date on which delivery started, together with a description of the Service (electronic or hard copy), and in the case of electronic delivery the number of Authorised Users and the number of times each News Item was viewed by Authorised Users. The Copyright Bodies may contact the Customer directly using the information supplied in these circumstances.

3.2.8 For the avoidance of doubt, The Supplier shall not be responsible for obtaining any of the consents for the Customer referred to in this clause. The Customer agrees to indemnify and keep The Supplier indemnified in respect of loss or expenses (including without limitation legal expenses) becoming payable or incurred by it by reason of any third party claim or suit arising from any alleged failure of the Customer in this regard.

3.2.9 The Supplier will remain entitled to payment for all Items delivered whether or not the Customer has accessed the Item and shall not be responsible or liable for any loss suffered by the Customer in relation to any Items which have been deleted.

3.2.10 Both parties acknowledge that if The Supplier becomes aware that the Customer is involved in unlicensed activities, The Supplier is obliged to notify the relevant Copyright Body and cease to provide the Services to the Customer unless or until the Customer has obtained an appropriate licence from the relevant Copyright Body.

### 3.3 Charges and Payments

3.3.1 Monitoring services may incur the provision of Services which are invoiced in arrears. Such Services include Monthly Service fees and per clip charges. These will be invoiced on a monthly basis and the standard 30 days payment terms apply

### 3.4 Rights of Third Parties

3.4.1 Other than in respect of the right of the CLA and the NLA to take direct legal action against the Customer to enforce the terms of this Contract, and unless otherwise expressly stated, nothing in this Contract will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

## SCHEDULE D

### Hosting and Storage

The Supplier shall host and maintain the Service on its servers. The Service will maintain an average availability of no less than 99.5%, which translates to less than forty-five (45) hours of downtime per annum, excluding downtime caused by (i) scheduled maintenance, (ii) emergency maintenance, and (iii) *Force Majeure*. Downtime is any time in which a computer on the global Internet is unable to connect to the Supplier's production environment, log into the application, access application data or file attachments or execute reporting jobs due to unavailability of the Service.

The Supplier shall provide up to 2 Gigabytes of hosted data storage capacity to Customer for purposes of storing Customer Content on the Service (more if the Online Media Centre is specified on the Subscription Order Form on page one of this Agreement). The Customer may purchase additional storage space at any time at the Suppliers' then-current price for such storage.

### Back-up and Support Services

The Supplier shall keep back-ups of Customer's Content and agrees to use reasonable care and skill to ensure the reliability of the backup and restore process. Restoration of Customer's Content due to the fault of the Supplier will be at the Supplier's expense and shall otherwise be at the Customer's expense.

During the term of this Agreement, the Supplier shall provide technical support to Customer by providing Customer with access to a member of the Supplier's support services staff via a telephone help line or email, which support staff member will consult with Customer for a reasonable amount of time during the hours of 8:30 AM and 5:30 PM UK time, Monday through Friday (unless otherwise set forth on the Cover Page) to assist Customer with troubleshooting, error correction and use of the Service.

Any professional services or custom services purchased by Customer shall be used by Customer within the longest subscription term of any other service listed on the Cover Page, or if no other service is listed on the Cover Page, then within Customer's then current subscription term.

### Onboarding Services

Included in the Annual Subscription Fee is;

- installation of the software on a shared hosted machine
- configuration of the software
- one customised template for press releases, statements, and other distribution types (to a standard specification)

Excluded from the Annual Subscription Fee is;

- data manipulation for the import of any databases of User contacts (which for the avoidance of doubt shall not be deemed to be Customer Content and/or Data)
- multiple customised templates for press releases, statements and other distribution types
- branding of reports, development of new reports
- Additional training not included in on the Subscription Order Form, or as part of a suite of a purchased Product and/or Service
- travel, accommodation and subsistence expenses incurred in the getting to the User premises to conduct on-site training. To be agreed in advance

### Maintenance Services

- Maintenance shall not include any maintenance which is necessitated otherwise than by fair use, including damage resulting from accident, neglect or misuse, failure or unsuitability of electricity supply, failure to comply with the provisions for accessing and using the Product otherwise than in accordance with the Documentation, or any causes other than from normal and proper use.
- Maintenance shall not include maintenance of any application or component that is not covered by this Agreement, or is covered by agreements made with other parties, or which is not directly related to the Service.
- Maintenance shall not include the reinstatement of lost data that is not due to a Product malfunction.
- Except as expressly provided in this Agreement or as agreed between the parties in writing, the Supplier shall have no obligation to provide any maintenance or support services to the Customer outside normal working hours.
- The Customer agrees that upgrades and maintenance commenced at the request of the Customer shall not be deemed an interruption of Services

### Suspension of Services

- The Customer agrees that from time to time, it may be necessary for the Supplier to temporarily suspend the Services for technical reasons, the timing of which will be determined by the Supplier. If the Supplier provides the Customer with advance notice of at least two weeks of the temporary suspension of Services, such suspension will be deemed not to be an interruption of the Services and shall not be in breach of any other provisions of this Agreement or constitute unavailability. The Supplier shall have no liability to the Customer for such suspension and the Customer's obligation to pay the Fees will not be affected.
- The Supplier reserves the right to close down services without notice should emergency maintenance become necessary. Emergency Suspension of Services is excluded from any calculation of availability.
- The Supplier may at any time and from time to time suspend the Services without penalty or liability for any claim by the Customer where it deems necessary to prevent the improper or unlawful use of the Services or equipment by the Customer, an Authorised Person or any other person in breach of the terms of this Agreement or the AUP (whether suspected or actual).
- The Supplier will provide the Customer with notice following such an emergency suspension to advise of the reasons for the suspension.
- Such emergency suspension of Services will not be deemed an interruption of the Services for the purpose of calculating the availability of the Services

**Standard Hourly Rate** The Standard Hourly Rate is £120