

CISION UK LIMITED



Standard Terms and Conditions
Version dated 20 May 2010

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STANDARD TERMS AND CONDITIONS

Unless otherwise agreed, all Services are provided subject to these Conditions and the relevant Proposal, which together constitute the Contract.

1 Definitions

1.1 In these terms and conditions (the "**Conditions**") the following expressions shall have the following meanings:

Business Day	a day other than a Saturday, Sunday or public holiday on which clearing banks are closed for business in the City of London;
CD Audio Clip	an audio clip from one programme related to the same story of up to 15 minutes maximum duration provided on a CD format and CD Audio Clips shall be construed accordingly;
Cision	Cision UK Limited incorporated and registered in England and Wales with company number 5297089 whose registered office is at Cision House, 16-22 Baltic Street West, London, EC1Y 0UL;
Charges	the charges set out in the Proposal relating to the Services.
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 8TS;
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 Cision to the Client under licence from the CLA whether in paper, facsimile, electronic or any other form and CLA News Items shall be construed accordingly;
CLA Licence	the licence granted to Cision by the CLA to enable Cision to scan certain CLA News Items (other than Excluded Material), monitor them, electronically copy and distribute the contents thereof and make or permit photocopies to be made of them;
Client	the person or persons named as the client in the Proposal for whom Cision has agreed to provide the Services in accordance with the Contract;
Client Services	the support function provided by Cision's employees or partners to Clients which shall be available from 9am to 5pm on Business Days other than during scheduled down time for maintenance of the Portal;
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;
Commencement Date	the date from when the Services will be provided as specified in the Proposal;
Confidential Information	any information of a confidential or sensitive commercial nature which is disclosed by one of the parties hereto to the other pursuant to or in connection with the Contract including, without limitation, any usernames or passwords supplied to the Client to access a News Item, Clip or Transcript, (whether orally or in writing and whether or not such information is expressly stated to be confidential or marked as such);
Contract	the contract for the provision of services, comprised in the Proposal and these Conditions;
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;
Digital Audio Clip	an audio clip from one programme related to the same story of up to 15 minutes maximum duration provided in a digital format and Digital Audio Clips shall be construed accordingly;
Digital Video Clip	video footage from one programme related to the same story of up to 15 minutes maximum duration provided in a digital format and Digital Video Clips shall be construed accordingly;
DVD Video Clip	video footage from one programme related to the same story of up to 15 minutes maximum duration provided on a DVD format and DVD Video Clips shall be construed accordingly;
E-Fax	delivery from a fax machine to a computer desktop in the form of an electronic file;
Evaluation Report	any report requested by the Client provided by Cision to the Client pursuant to the Proposal evaluating the News Items on the subject matter requested by the Client whether in paper, facsimile, electronic or any other form;
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;
Intellectual Property Rights	all patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in Confidential Information (including without limitation know-how and trade secrets) and any other intellectual property rights, in

Item	each case whether registered or unregistered and including all existing and future rights capable of present assignment, applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
News 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;
NLA	a CLA 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 News item	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, TN1 1NL;
Meta-data	(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 Cision to the Client under licence from the NLA and NLA News Items shall be construed accordingly;
NLA Licence	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;
Permitted User	the licence granted to Cision by the NLA to enable Cision to scan certain NLA News Items (other than Rights Restricted Material), monitor them and electronically copy and distribute the contents thereof;
Portal Proposal	an individual employee of the Client or an individual performing the function of an employee on a temporary basis, independent contractor or consultant for as long as they are contracted to the Client and who are authorised by the Client to receive or access the Services;
Reading List	the online service platform into which content supplied under the Services is delivered; the supplemental agreement between Cision and the Client setting out the specific details of the Services to be provided and any amendments to these Conditions;
Rights Restricted Material	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 Proposal;
Services	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;
Special Terms	the services to be provided to the Client by Cision, as specifically described in the Proposal, subject to these Conditions and the Proposal;
Term	any special terms and conditions identified in the Proposal;
Transcript	the period during which this Contract shall subsist as specified in the Proposal;
	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.

- 1.2 Headings in these Conditions shall not affect their interpretation.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Any reference to a party includes reference to any of its employees, subcontractors, representatives or other third party under its control.
- 1.5 A reference to writing or written includes faxes and e-mail correspondence.
- 2 Commencement and Duration**
- 2.1 The Services supplied under the Contract shall be provided by Cision to the Client from the Commencement Date.
- 2.2 Subject to condition 12, the Services under the Contract shall continue to be supplied for the Term and, unless the Contract is terminated by either party giving to the other not less than 1 calendar month's written notice, such notice to expire on or before the last day of the Term (or renewed Term), the Term shall automatically renew for a further period of equal length.

3 Supply of Services

- 3.1 Cision shall provide the Services to the Client, subject to the Contract.
- 3.2 The Client acknowledges that it has read and fully understood the Contract.
- 3.3 In the event of any conflict between the terms of the Proposal and the terms of the Conditions, the terms of the Conditions shall prevail.
- 3.4 Cision shall use reasonable endeavours to provide the Services in accordance with the Contract.
- 3.5 Cision reserves the right to modify the Services. When any Services are changed, Cision will notify the Client in writing unless otherwise agreed. The modified Services shall apply 14 days after notification to the Client.
- 3.6 The Services are supplied to the Client on an "as is" basis and have not been designed to the Client's individual requirements. It is the Client's sole responsibility to be satisfied prior to entering into this Contract that the Services will meet the Client's requirements.
- 3.7 Cision shall be entitled to assume that individuals employed by the Client or under the Client's control have authority to request changes or additions to the Services or the Contract unless otherwise advised in writing by the Client.

4 Online Delivery of Services

- 4.1 If the Services include the online delivery of Items, access to media and non media contact databases or an Evaluation Report, a Portal will be created for that basis which will allow the Client to access Clips and / or Transcripts and / or access, search, display and print on a selective basis the News Items and / or Evaluation Reports stored from time to time therein.
- 4.2 All Intellectual Property Rights in material contained in the Portal is owned by Cision and / or any of its licensors.
- 4.3 Should any Items be supplied to the Client through the use of a password controlled electronic link, the use of individual usernames and individual passwords will be necessary to access the Item which shall be supplied to the Client. The Client shall not loan, copy or lease such log-in information for the Portal.
- 4.4 Use of the Portal is permitted to:
 - 4.4.1 access any Item or Evaluation Report;
 - 4.4.2 print out a single paper copy of a CLA News Item; and
 - 4.4.3 access and copy an Evaluation Report as often as requiredfor the purpose of the Client's internal review, analysis and research (the "**Permitted Use**"). The Portal must not be used for any purpose other than the Permitted Use.
- 4.5 Unless permitted by a licence from the CLA granted to the Client or authorised by the copyright owner, once the single paper copy of a News Item has been printed out (which may not itself be further copied), the News Item, and any electronic copy of the News Item must be deleted by the Client. This requirement to delete the News Item also applies if a Client accesses any News Item more than once (whether by the access of multiple users, multiple "seats" or one user making multiple accesses or otherwise ("**Multiple Access**"). For the avoidance of doubt, Cision shall not be required to verify that a Client has a CLA licence or the copyright owner's permission to have or to engage in Multiple Access.
- 4.6 No printing of an NLA News Item or further copies may be made except under licence from the NLA unless the Client has only one Permitted User who accesses the service and who does not print out or forward any NLA News Item.
- 4.7 Should the Client wish to make further copies of a News Item or to supply any News Item to a third party, details of the relevant licensor from which the Client requires a licence will be provided by Cision on request.
- 4.8 The Client 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 Portal. The Client agrees to indemnify and keep Cision 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 Client in this regard. For the avoidance of doubt, Cision shall not be responsible for obtaining any of the consents for the Client referred to in this clause 4.
- 4.9 In sourcing News Items for supply or for the preparation of an Evaluation Report, Cision will run a search of the Reading List for a minimum of three months and will continue to run such search until the requirement for the Services is terminated in accordance with this Agreement.

- 4.10 DVD Video Clips and CD Audio Clips will be available to the Client in the relevant Portal for a period of 7 days from the date of broadcast following which they will be deleted from the Portal and no longer available to the Client.
- 4.11 Digital Video Clips, Digital Audio Clips and Transcripts will be available to the Client in the relevant Portal for a period of 28 days from the date of broadcast following which they will be deleted from the Portal and no longer available to the Client.
- 4.12 Cision will use reasonable endeavours to deliver any Clip to the Portal within 2 hours of order.
- 4.13 News Items, or in certain cases Meta-data (due to copyright restrictions) will be available to the Client in the relevant Portal for downloading and printing for a period of up to 28 days depending on the source of the News Item, following which the relevant News Item will be deleted from the Portal and no longer available to the Client.
- 4.14 Cision will remain entitled to payment for all Items appearing in the relevant Portal whether or not the Client has accessed of the Item and shall not be responsible or liable for any loss suffered by the Client in relation to any Items which have been deleted.
- 4.15 Use of the Portal must be by no more than the number of licensed users in the Client's organisation. On written request by Cision, the Client shall provide to Cision, within 7 days of issue of the request, a statement detailing the number of licensed users in the Client's organisation and confirmation that the Items have not been seen, used or otherwise dealt with by persons in excess of the number of licensed users.
- 4.16 The Client and any of its licensed users shall not:
 - 4.16.1 license or authorise any third party to use any Item without Cision's prior written consent; or
 - 4.16.2 rent, lease or sublicense any Item or other material provided pursuant to the Services in whole or in part;
 - 4.16.3 transfer the Client's subscription to any other party;
 - 4.16.4 store Copies in electronic form as part of any library or archive of information;
 - 4.16.5 create internet "links" to the electronic service or "frame" or "mirror" the content of any material appearing within the Portal;
 - 4.16.6 use the electronic service to decompile, reverse engineer or disassemble any part of a website accessed or its content or software used;
 - 4.16.7 use the electronic service to gain or attempt to gain unauthorised access to any servers controlled by the NLA or its agents;
 - 4.16.8 use the electronic service 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;
 - 4.16.9 use the electronic service to introduce any material containing contaminating or destructive codes such as viruses, worms, 'Trojan horses' or any other similar features to any website accessed as part of the Services;
 - 4.16.10 use the electronic service to attempt to cause the Portal to send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including material harmful to children or violating third party privacy rights; or
 - 4.16.11 build a product or service which infringes any of the Intellectual Property Rights owned by Cision and / or any of its licensors.

5 Client Support

Any complaint or query of the Client should be directed to Client Services who shall use their reasonable endeavours to investigate and / or rectify the error and / or cause for complaint as soon as is reasonably practicable thereafter.

6 Charges and Payment

- 6.1 In consideration of the provision of the Services by Cision, the Client shall pay the Charges as set out in the Proposal, and any additional sums that are agreed in writing between Cision and the Client for the provision of the Services.
- 6.2 The parties agree that Cision may review and increase the Charges set out in the Proposal, provided that such charges cannot be increased more than once in any 12 month period. Cision shall give the Client written notice of any such increase 1 month before the proposed date of the increase.
- 6.3 The Charges and any additional sums payable, including, without limitation, the broadcast royalty fee of 8% payable in respect of each Clip, shall be paid by the Client in full and cleared funds (together with any

applicable value added tax and without any set off or other deduction or withholding) within 30 days of the date of Cision's invoice to a bank account nominated in writing by Cision.

- 6.4 Without prejudice to any other right or remedy that it may have, if the Client:
- 6.4.1 fails to pay Cision on the due date and remains in default not less than 7 days after being notified in writing to make such payment; or
 - 6.4.2 commits any material breach of any of the provisions of this Contract, and in the case of a breach capable of remedy, fails to remedy that breach within 14 days of the Client being notified in writing of the breach,

Cision may:

- 6.4.3 suspend all Services until payment has been made in full or the breach has been remedied;
 - 6.4.4 charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Client shall pay the interests immediately on demand; or
 - 6.4.5 if the breach is not remedied within 30 days of the Client being notified of the breach, terminate the Contract without liability to the Client immediately on giving notice to the Client.
- 6.5 Time for payment shall be of the essence.
- 6.6 All sums payable to Cision under the Contract shall become due immediately on its termination, despite any other provision. This condition 6.6 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 6.7 Cision may, without prejudice to any other rights it may have, set off the liability of the Client to Cision against any liability of Cision to the Client.
- 6.8 The Client shall be liable for all legal costs incurred by Cision in recovering an outstanding debt owed by the Client to Cision.

7 Warranties and Indemnity

- 7.1 Cision warrants to the Client that the Services will be provided using reasonable care and skill in accordance with the Contract.
- 7.2 Cision warrants that it has obtained all necessary licences to carry out its obligations under the Contract. For the avoidance of doubt, it is the Client'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 Proposal.
- 7.3 Whilst Cision will use all reasonable endeavours to provide the Client with a good level of accuracy and timeliness in performing the Services, the Client acknowledges and accepts that in view of the fact that Cision is often relying upon third party suppliers when performing the Services, no warranty, guarantee or representation is made by Cision that the Services are completely free from delays, errors, inaccuracies or omissions.
- 7.4 The Client acknowledges that there are risks inherent in internet connectivity that could result in disruption of the Services or the loss of privacy or data.
- 7.5 While Cision has a policy of carrying out virus checks on any website it operates as part of the Services, Cision does not warrant that any website is free from infection by viruses or anything else that has contaminating or destructive properties.
- 7.6 If the Client commits any material breach of this Contract, and in the case of a breach capable of remedy, fails to remedy that breach within 30 days of Cision being notified in writing of the breach, the Client agrees to indemnify and hold Cision harmless from all liability, loss, damages, cost and expense (including reasonable legal fees and expenses) arising out of any claim made by a third party against the Client and / or Cision arising from the Client's use of the Services.

8 Limitation of Liability

- 8.1 This clause 8 sets out the entire financial liability of Cision (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Client in respect of:
 - 8.1.1 any breach of the Contract or related negligence;
 - 8.1.2 any use made by the Client of the Services; and
 - 8.1.3 any negligent misrepresentation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

- 8.2 Unless expressly stated in the Contract, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.3 Nothing in these Conditions limits or excludes the liability of Cision:
- 8.3.1 for death or personal injury resulting from negligence; or
- 8.3.2 for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by Cision.
- 8.4 Subject to condition 8.3 and condition 8.5, Cision's aggregate liability to the Client for all direct loss and/or damages in respect of negligence, breach of contract, tort, misrepresentation or any other legal liability in connection with or related to the Contract shall in no circumstances exceed the amount of Charges payable by the Client to Cision in the year in which liability first arose.
- 8.5 Cision shall not in any event be liable to the Client for
- 8.5.1 any indirect, consequential, special, incidental or economic loss;
- 8.5.2 any loss of profits or business (whether direct or indirect in nature);
- 8.5.3 any loss of anticipated savings (whether direct or indirect in nature); and
- 8.5.4 any data loss or corruption (whether direct or indirect in nature) whether arising from negligence, breach of contract, innocent misrepresentation or any other cause and even if advised of the possibility of the same.
- 8.6 The Client acknowledges and accepts that, in the course of carrying out research, Cision may need to copy and / or collate material critical or defamatory of the Client and the Client warrants that it will not seek to commence any legal action for defamation against Cision in such circumstances.

9 Copyright

- 9.1 Cision is licensed by both the CLA and the NLA to scan and print publications, electronically copy and distribute articles found. The NLA reserves the right to prevent press cuttings agencies from distributing Rights Restricted Material to Clients. The Client acknowledges that Cision is unable to supply such material to the Client and any NLA News Items containing Rights Restricted Material may be altered, retracted or cancelled in whole or in part by the NLA.
- 9.2 Unless licensed or authorised by the relevant Copyright Body, the Client and any of its licensed users shall not:
- 9.2.1 further reproduce, copy (including electronically), alter, edit, distribute, display, sell, resell, publish, broadcast, circulate, deliver or transmit, rebroadcast, display for public viewing, show to the public, place on any website or otherwise commercially exploit, in whole or in part, any Item either internally or to any third party so as to infringe the Intellectual Property Rights vested in the relevant Copyright Body;
- 9.2.2 modify or make derivative works based upon the Items;
- 9.2.3 use E-Fax software and / or equipment to receive Copies;
- 9.2.4 erase, move, delete, deface, conceal, alter or otherwise interfere with any copyright or proprietary notices, graphics or texts contained on any News Item, Evaluation Report or other information contained on the Copies as accessed or delivered.
- 9.3 The Client shall comply with all copyright and other requirements in relation to a News Item received in whatever form including but not limited to procuring the destruction of all Copies in respect of which the Client has been notified directly or indirectly by the relevant Copyright Body as potentially or actually causing legal liability to third parties and / or as may be subject to any rights and / or libel issues. The Client will treat such notices as confidential. Furthermore, the Client agrees to indemnify and keep Cision 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 alleging that the Client's use of the News Item infringes any Intellectual Property Rights belonging to, or any other rights of, a third party.
- 9.4 The Client hereby acknowledges that Cision 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 Client to whom the services are supplied electronically. Accordingly, the Client hereby consents to the provision to the relevant Copyright Body of the Client'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 Permitted Users and the number of times each News Item was viewed by Permitted Users. The Copyright Bodies may contact the Client directly using the information supplied in these circumstances.

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

10 Confidentiality

10.1 Except as referred to in this clause, each party shall, during the continuance of this Contract and after its termination, keep confidential, and shall not use for its own purposes, nor without the prior written consent of the other disclose to any third party, any and all Confidential Information received as a result of entering into this Contract.

10.2 Either party may disclose information which would otherwise be confidential if and to the extent:

10.2.1 it is required to do so by law or a regulatory or governmental body to which it is subject wherever situated;

10.2.2 it considers it necessary to disclose such information to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Client's obligations under the Contract; or

10.2.3 the information has come into the public domain through no fault of that party;

10.2.4 each party to whom the Confidential Information relates has given its consent in writing.

10.3 Cision may disclose the existence of the Contract with the Client.

10.4 Furthermore, Cision may, with the Client's consent not to be unreasonably withheld or delayed, issue a press release announcing execution of the Contract.

11 Force Majeure

11.1 Cision shall have no liability to the Client under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of Cision or any party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors ("**Force Majeure**").

11.2 If the Force Majeure circumstance continues for a consecutive period of 3 months or more, either party may give notice to the other to forthwith terminate the Contract.

12 Termination

12.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:

12.1.1 the other party commits any material breach of this Contract, and in the case of a breach capable of remedy, fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

12.1.2 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party; or

12.1.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or

12.1.4 the other party, being an individual, is made bankrupt or is the subject of a bankruptcy petition or order which is not dismissed within 28 days of presentation; or

12.1.5 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or

12.1.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

12.1.7 the other party makes an voluntary arrangement with its creditors or becomes subject to an administration order; or

12.1.8 the other party goes into liquidation (apart for the purposes of amalgamation or reconstruction).

12.2 On termination of the Contract, the following shall operate:

12.2.1 Cision shall cease to be required to perform or provide the Services and the Client shall cease to be required to pay the Charges (save in respect of those Services performed or provided by Cision prior to the date of termination);

- 12.2.2 any termination of this Contract shall be without prejudice to the right or remedy of either party that has already accrued to that party prior to the relevant date of termination (including, without limitation, the right of Cision to receive and recover all outstanding Charges from the Client); and
- 12.2.3 clauses 10, 13, 16, 18, 19, 21 and 22 will survive termination of this Contract for an indefinite period (except for clause 10 which will survive for a year following termination).

13 Variation

- 13.1 Cision may, from time to time and without notice, change the Services, including the Reading List, in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature or scope of the Services or the Charges.
- 13.2 Cision may, from time to time and subject to the Client's prior written consent, which shall not be unreasonably withheld or delayed change the Services, provided that such changes do not materially affect the nature or quality of the Services.

14 Waiver

- 14.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 14.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

15 Severance

If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract.

16 Entire Agreement

- 16.1 The Contract, including the Proposal, constitutes the whole agreement between the parties and supersedes all previous agreements, understandings and communications between the parties relating to its subject matter.
- 16.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) not expressly set out in the Contract.
- 16.3 Nothing in this condition shall limit or exclude any liability for fraud.

17 Assignment

- 17.1 The Client may not, without the prior written consent of Cision, assign, transfer, charge, mortgage, subcontract or otherwise dispose of its rights or obligations under this Contract.
- 17.2 Cision may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 17.3 Nothing in this Contract shall prevent Cision from carrying out the Services or any similar services for any other person.

18 Rights of Third Parties

- 18.1 Other than in respect of the right of the CLA and the NLA to take direct legal action against the Client 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.

19 No Partnership or Agency

- 19.1 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute a relationship of employer and employee between the parties.
- 19.2 No party shall have authority to act as agent for, or to bind, the other party in any way.

20 Dispute Resolution

- 20.1 Any dispute which may arise between the parties concerning the Contract shall be determined as provided in this clause 20.

- 20.2 For the purpose of this clause, a dispute shall be deemed to have arisen when one party serves on the other a notice in writing stating the nature of the dispute.
- 20.3 Unless this Contract has already been terminated by the date of the notice of dispute, Cision shall in every case continue with the Services with all due diligence regardless of the nature of the dispute and the Client shall continue to pay the Charges.
- 20.4 After service of the notice of dispute, the following procedure shall be followed by the parties (and all periods specified in this clause 20.4 shall be extendable by mutual agreement):
- 20.4.1 directors or other senior representatives of the parties with authority to settle the dispute will, within 14 days of the service of the notice from one party to the other, meet in a good faith effort to resolve the dispute;
- 20.4.2 if the dispute is not resolved within 14 days of the meeting referred at 20.4.1, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure. The mediation proceedings and any documents prepared for such proceedings shall be without prejudice to the legal position of either party and the parties shall attend a mediation hearing within 3 months of the mediation procedure first being requested in writing. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. The mediation procedure shall be non-binding and, unless agreed by both parties, the mediator / facilitator will not be requested to give any views or report on the merits relating to the dispute. Each party shall attend the mediation in good faith and bear its own costs of the mediation with the costs of the mediator and any other joint costs being borne by the parties equally. Unless otherwise agreed, the mediation proceedings will be held in London and conducted in English;
- 20.4.3 in the event that the mediation procedure has not satisfactorily resolved the dispute within 4 months of it first being requested, either party shall be entitled to commence legal proceedings in the relevant English court.
- 20.5 Nothing in this clause 20 shall prevent either party from commencing legal proceedings for the purpose of injunctive or similar emergency relief at any time.

21 Governing Law and Jurisdiction

- 21.1 The Contract, and any dispute or claim arising out of or in connection with it, shall be governed by, and construed in accordance with, the law of England and Wales.
- 21.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.

22 Notice and Service

- 22.1 Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by e-mail or sent by pre-paid first class post, recorded delivery or by commercial courier to the other party at the address referred to herein or as notified from time to time.
- 22.2 Any notice or other communication shall be deemed to have been duly received if delivered personally when left at the address referred to herein or, if sent by pre-paid first class post or recorded delivery, at 11 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier’s delivery receipt is signed.
- 22.3 Any notice or other communication sent by facsimile transmission or e-mail shall be deemed to have been duly received on the date of transmission.