

SCHEDULE A. SUBSCRIPTION TERMS AND CONDITIONS

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 **"Additions"** shall mean the additional content and personal notes that any of the Authorised Users may record on the Customer's version of the Content Data.
- 1.2 **"Authorised User"** shall mean those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services.
- 1.3 **"Applicable Law"** means any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time, the common law and the law of equity, any binding court order, judgement or decree, any applicable guidance, direction, policy, rule or order that is given by any regulatory body in any jurisdiction applicable to this Agreement each as in force or as may be amended from time to time.
- 1.4 **"AUP"** shall mean the Acceptable Use Policy set out at <https://www.vuelio.com/uk/policies/acceptable-%20use-%20policy/>
- 1.5 **"Complaint"** means a complaint or request relating to either Party's obligations under Data Protection Legislation relevant to this Agreement, including any compensation claim from a data subject or any notice, investigation or other action from a Supervisory Authority.
- 1.6 **"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.
- 1.7 **"Content Data"** shall have the meaning as set out in paragraph 1.1 Schedule C.
- 1.8 **"Control"** shall mean the ability to direct the affairs of another person, whether by virtue of the ownership of shares, contract or otherwise.
- 1.9 **"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.

- 1.10 **"Data Breach"** shall mean any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any personal data.
- 1.11 **"Data Protection Legislation"** shall mean any Applicable Law relating to the processing, privacy, and use of personal data, as applicable to the Supplier, the Customer and/or the Services, including:
- 1.11.1 the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any laws or regulations implementing or replacing Directive 95/46/EC (Data Protection Directive) or Directive 2002/58/EC (ePrivacy Directive); and/or;
- 1.11.2 the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"), and/or any corresponding or equivalent implementing laws, regulations and secondary legislation, as amended or updated from time to time; any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority.
- 1.12 **"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.
- 1.13 **"Effective Date"** shall mean the date identified as such in the Subscription Order Form from which the Services shall be provided by the Supplier.
- 1.14 **"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.
- 1.15 **"Fees"** shall mean the subscription fees payable by the Customer to the Supplier for the User Subscriptions set out in the Subscription Order Form.
- 1.16 **"Influencer"** includes influencers, journalists, bloggers, vloggers, politicians and politicians' staff or similar persons,
- 1.17 **"Initial Term"** shall mean the period identified as such in the Subscription Order Form.
- 1.18 **"Product"** shall mean the software product(s) selected by the Customer and identified as such in the Subscription Order Form, details of which are set out in Schedule C.
- 1.19 **"Register of Sub-Processors"** shall mean such register of Sub-Processors maintained and updated by the Supplier from time to time and available at <https://www.vuelio.com/uk/vuelio-sub-processors/>.

- 1.20 "Renewal Period" shall mean the period identified as such in the Subscription Order Form.
- 1.21 "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, the processing of personal data in the Additions and any other additional services set out in a Statement of Work.
- 1.22 "Special Conditions" shall mean the conditions identified as such in the Subscription Order Form.
- 1.23 "Sub-Processor" shall mean such person appointed by the Supplier to perform some or all of the processing of personal data on behalf of the Supplier pursuant to this Agreement;
- 1.24 "Subscription Order Form" shall mean the order form incorporating these Subscription Terms and Conditions.
- 1.25 "Supervisory Authority" shall mean any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Legislation.
- 1.26 "Support Services" shall have the meaning set out in Clause 2.4.
- 1.27 "Term" shall mean the Initial Term and each Renewal Period (as applicable)
- 1.28 "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. SERVICES 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, revocable licence for the duration of the Term to access and use the Services and any content created through authorised use ("Additions") 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 For the purposes of the Data Protection Legislation, the Supplier's obligations set out in this Agreement comprise the entirety of all written instructions of the Customer to the Supplier in relation to the Supplier's processing of personal data on behalf of the Customer under this Agreement.
- 2.3 The scope, nature and purpose of processing by the Supplier pursuant to this Agreement is as set out in Clause 7.6 and otherwise as further set out in this Agreement.
- 2.4 The duration of the Services (including as to any processing of personal data) shall be for the Term of the Agreement. The Supplier shall provide the Customer with technical support for the Product in accordance with Schedule D (the "Support Services").
- 2.5 The Customer may not license, sublicense, sell, resell, transfer, assign, distribute or otherwise reutilise 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 the expiry of the Initial Term, and unless terminated earlier in accordance with the provisions of the 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 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 The Fees for each Renewal Period shall increase by the greater of (a) 3.5% and (b) any increase in RPI in the Initial Term or the previous Renewal Period (as applicable).
- 3.3 Any Bundle(s) unused at the end of the Initial Term or the previous Renewal Period (as applicable) shall not be carried forward to the subsequent Renewal Period.
- 3.4 The Supplier shall have the exclusive right to refuse renewal of the Agreement for any or no reason.
- 3.5 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 Supplier's request, return or certify that the Customer has destroyed all copies or records of the Supplier's Confidential Information or proprietary information.

4. CUSTOMER 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 agrees to provide true, accurate, current and complete information about themselves and all Authorised Users. If the Customer provides any information that is untrue, inaccurate, not current or incomplete, or the Supplier has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Supplier has the right to suspend or terminate access to the Services.
- 4.4 The Customer may not allow the Service to be repaired, serviced or otherwise attended to except by the Supplier's staff.
- 4.5 The Customer shall maintain adequate security measures to safeguard the Services from access or use by any unauthorised person.
- 4.6 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.

- 4.7 In relation to the Authorised Users, the Customer undertakes that:
- 4.7.1 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;
 - 4.7.2 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
 - 4.7.3 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 and is fully responsible for all activities that occur under their User Subscription;
 - 4.7.4 it will immediately notify the Supplier of any unauthorised use of User Subscriptions or any other breach of security;
 - 4.7.5 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;
 - 4.7.6 if any of the audits referred to in Clause 4.7.5 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 (including the right to reclaim lost earnings and/or claim compensation for breach of its copyright from the Customer through unauthorised use of passwords), the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and
 - 4.7.7 if any of the audits referred to in Clause 4.7.5 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.

- 4.8 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 4 of Schedule C:
 - (a) Influencer Database;
 - (b) Media Contacts Database;
 - (c) Freelance Journalist Profiles;
 - (d) Distribution Services;
 - (e) Press Release Wire and Newsrooms
 - (f) Monitoring Services; and/or
 - (g) Journalist Enquiry Service.
- 4.9 The Customer shall not use any material, information, data, content, software code, graphics or any other part or component of the Product to compete, whether directly or indirectly, with the Supplier or the Products (including the resale of the Supplier's Products) offered by the Supplier. Without prejudice to any of its rights or remedies under the Agreement or Applicable Law, failure to comply with this Clause 4.9 shall entitle the Supplier to terminate the Agreement immediately on written notice and may require the Customer to immediately pay the outstanding Fees for the remainder of the current Initial or Renewal Term as applicable. The limitations set out in Clause 11 (Limitation of Liability) shall not apply to a breach of this Clause 4.9.
- 4.10 The Customer will not input any information into the Products which if lost, damaged, destroyed, accessed without permission, intercepted or made publicly available would (a) put the Customer's organisation or business into disrepute (b) reveal financial information of any kind (whether related to its employees, customers, business or otherwise) (c) contain highly confidential or business critical information; or (d) give rise to serious loss and/or damage.

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 reserves the right to change an Authorised User's User Subscriptions and/or passwords at any time.
- 5.4 The Supplier shall use commercially reasonable endeavours to make the Services available as set out in Schedule D.
- 5.5 The Supplier reserves the right to record telephone calls for training and monitoring purposes.

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 4.7.7, 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 email configuration including DNS and MX records 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 agreed costs in relation to the Services over the entire term of the Agreement payable as set out herein, in the Subscription Order Form or on demand if not otherwise specified.
- 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 Without prejudice to any of the Supplier's rights or remedies under this Agreement or Applicable Law, in the event that the Customer fails to make timely payment of the Fees which remain outstanding for an additional 30 days from the due date as set out in Clause 6.2, the Supplier may: (i) suspend the Services until payment has been received; (ii) terminate the Agreement; or (iii) act in any other lawful manner it deems appropriate.
- 6.11 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.

- 6.12 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 6 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**", "**data subject**", "**processing**" (and any variants of the same) and "**personal data**" will bear the meanings given to them in the Data Protection Legislation.
- 7.2 The parties acknowledge and agree that:
- 7.2.1 the Supplier is the data controller for the purposes of the creation, hosting and making available of the personal data in the Product; and
- 7.2.2 the Supplier is a data processor for the purposes of hosting and processing the personal data in the Additions on behalf of the Customer; and
- 7.2.3 the Customer is a data controller in respect of all handling of the personal data in the Product and in the Additions.
- 7.3 Where the Supplier is the data processor, the Customer shall be solely responsible for determining the purposes for which and the manner in which the applicable personal data are processed.
- 7.4 For the purposes of Article 28(3) of the GDPR, the Supplier and Customer agree that the subject matter of the processing is Influencers' contact details and CRM reference data, the categories of data subjects is Influencers, and the type of personal data is Customer's authorised users' personal notes and additions relating to certain Influencers (in order to develop CRM with Influencers) being added to the Supplier's database including (without limitation) records of prior conversations which may or may not include personal data.
- 7.5 Each of the Supplier and the Customer warrant that during the term of this Agreement they shall comply with all applicable requirements of the Data Protection Legislation in relation to the processing of personal data.
- 7.6 The Supplier hereby records its determination that the lawful ground for collating, storing, hosting, and making available to Customers the personal data is 'legitimate interests' on the basis that it is in the commercial interests of (i) the Influencers whose data is collated on the database and it is in the commercial interests of (ii) the Supplier's Customers who have purchased the right to access this personal data in order to enable them to readily identify relevant Influencers for the purpose of communicating their press releases to the correct audience.

7.7	<p>The Supplier will maintain a written log of all processing of personal data performed on behalf of the Customer. The written log shall include the following information:</p> <p>7.7.1 the categories of recipients to whom personal data have been or will be disclosed;</p> <p>7.7.2 to the extent that personal data is transferred to a third party outside the EEA and UK, a list of such transfers (including the name of the relevant non-EEA country and organisation), and documentation of the suitable safeguards in place for such transfers; and</p> <p>7.7.3 a general description of the technical and organisational security measures referred to in this Clause.</p> <p>The Supplier will provide the Customer a copy of such log upon the Customer's request.</p>		<p>include, where appropriate, ensuring the pseudonymisation, encryption, confidentiality, integrity, availability and resilience of its systems and services, and from time to time assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);</p> <p>7.8.6 ensure that all personnel who have access to and/or process the personal data are obliged to keep the personal data confidential; and</p> <p>7.8.7 subject to the Supplier's engagement of its partners listed in the Register of Sub-Processors for the provision of the Services, not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained (such consent not to be unreasonably withheld, delayed or conditioned);</p>
78	<p>The Supplier will, in relation to any personal data processed in its capacity as data processor in connection with the performance of the Services:</p> <p>7.8.1 not appoint any Sub-Processor to perform any or all of the Services unless such person (i) is listed on the Register of Sub-Processors and (ii) has submitted in all material respects to terms and conditions of contract with the Supplier which are no less onerous than the terms set out in this Agreement;</p> <p>7.8.2 remain primarily liable for breach of this Agreement arising directly from all acts and omissions of the Sub-Processor in its performance of any part of the sub-contracted services for the Supplier;</p> <p>7.8.3 update the Register of Sub-Processors not less than 4 days in advance of the date on which the change of Sub-contractor is affected;</p> <p>7.8.4 subject to Clause 7.5 process that personal data only on the written instructions of the Customer unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process personal data. Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing personal data, the Supplier shall notify the Customer of this unless those Applicable Laws prohibit the Supplier from so notifying the Customer;</p> <p>7.8.5 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the personal data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may</p>	<p>7.8.8 assist the Customer in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with Supervisory Authorities or regulators and the Supplier shall be entitled to levy an additional charge on the Customer for its reasonable time and effort utilised in providing such prompt cooperation and assistance as well as any costs and expenses incurred;</p> <p>7.8.9 notify the Customer without undue delay on becoming aware of a Data Breach;</p> <p>7.8.10 subject to clause 13.4 below, at the written direction of the Customer, delete or return the personal data and copies thereof to the Customer on termination of this Agreement unless required by Applicable Law to store the personal data;</p> <p>7.8.11 maintain complete and accurate records and information to demonstrate its compliance with this Clause 7;</p> <p>7.8.12 subject to the Customer's confidentiality obligations, permit the Customer, once per year, to audit or carry out inspections at the Supplier's premises upon reasonable prior notice but not less than 14 business days (at the Customer's</p> <p>7.8.13 cost including as to any reasonable costs and expenses of the Supplier) to enable the Customer to have access to such information as is necessary for the Customer in relation to assessing the processing of personal data by the Supplier on the Customer's behalf (including information the Customer may need to ensure that both parties are meeting their legal requirements under Article 28(3)); and tell the Customer immediately if the Customer asks the Supplier to do something which infringes the Data Protection Legislation.</p>	<p>79 Subject to Clauses 7.8.1 and 7.8.2, the Customer hereby gives its consent to the Supplier to appoint any of the Sub-Contractors from the Register of Sub-Processors for the purpose of performing any</p>

7.10 or all of the Services under this Agreement for and on behalf of the Supplier.
 The Supplier shall promptly notify the Customer in writing of any loss or damage to the personal data that it processes on behalf of the Customer . In the event of any loss or damage to Customer personal data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer personal data from the latest backup of such personal data. The Supplier shall not be responsible for any loss, destruction, alteration or unauthorised disclosure of Customer personal data caused by any third party (except those third parties subcontracted by the Supplier to perform services related to Customer personal data maintenance and back-up) nor for the security or integrity of any Customer personal data during its transmission via public telecommunications facilities, the Internet or similar.

- 7.11 The Customer shall:
- 7.11.1 ensure that it has all necessary appropriate consents or has satisfied an applicable lawful ground and that fair processing notices are in place to enable the processing of the Customer personal data by the Supplier for the duration and purposes of this Agreement;
 - 7.11.2 ensure that any Customer personal data that the Supplier processes on its behalf is lawfully disclosed, made available or provided to the Supplier;
 - 7.11.3 not cause the Supplier to be in breach of the Data Protection Legislation;
 - 7.11.4 ensure that any instructions provided to the Supplier regarding the processing of personal data are lawful and shall, at all times, be in accordance with Data Protection Legislation;
 - 7.11.5 have sole responsibility for the technical and organisational measures employed in its own environments and shall put in place any reasonable measures recommended by the Supplier in respect of the security of the Customer personal data, which may include the pseudonymisation and encryption of the Customer personal data;
 - 7.11.6 ensure that the Customer personal data processed by the Supplier as a data processor is accurate and up to date in all material respects and shall not include any sensitive personal data or special categories of personal data (as defined in the Data Protection Legislation) without first agreeing additional data protection and information security controls with the Supplier; and
 - 7.11.7 indemnify the Supplier for any costs,

losses, damages, expenses, penalties, awards or fines suffered or incurred by the Supplier including arising under or in connection with any claim by a third party, including a data subject or which are imposed upon by a Supervisory Authority in the event of any breach of this Clause 7 by the Customer.

7.12 The Supplier reserves the right to make any reasonable amendment to this Agreement to bring it into line with any amendment to any Data Protection Legislation or other applicable laws including to reflect the General Data Protection Regulation, or to reflect any requirement or recommendation of the Information Commissioner or any other data protection or supervisory authority in relation to the Processing of personal data.

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. 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 Clause 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 defect in the Product which substantially affects the Customer's use of the same and notifies the Supplier of the defect within 90 days from the Effective Date of this Agreement the Supplier shall at its sole option either refund the Fees paid during such 90 day period or use reasonable endeavours to rectify the defect 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 9.2 shall be the Customer's sole remedy in respect of any such defect.
- 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 is responsible for ensuring that its systems are capable of accessing the Services. The Supplier shall not be responsible for any failure of the Customer and/or any Authorised User to access any element of the Services due to a failure of the Customer systems or computer equipment, third party systems and/or equipment employed by the Customer. The Supplier may restrict access to email distribution platforms on the Media Contacts Database if there are conflicting sender authentication measures in place, such as SPF.
- 9.6 Both parties warrant that: (i) they shall comply with all applicable laws; (ii) they have full capacity, authority and all necessary consents to enter into and perform this Agreement; and (iii) this Agreement is executed by an authorised representative of each party.

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 Customer will ensure that Authorised Users must not pass any information from the Services or information emailed from the Supplier (either from staff or via the Journalist Enquiry Service) to media outlets (newspapers, magazines, newsletters, broadcast companies, internet content companies or any other publishing organisation), even if Authorised Users are acting on behalf of a media outlet.
- 10.4 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 (including but not limited to: (i) engaging in unauthorised use or modification of the Services; (ii) Using the Services in combination with any products, technologies or data not supplied by the Supplier; (iii) any refusal to accept or use suitable modified or replacement services provided by the Supplier to avoid infringement; or (iv) any Service provided on the basis of the Customer's express specifications) 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 Nothing in this Clause 12 shall: (i) create any liability or obligation on the Supplier in relation to any open source software; and (ii) restrict or limit the Customer's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under the aforementioned indemnity.
- 12.4 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:
- 12.4.1 that the Customer Content infringes the copyright, trade mark, database right or right of confidentiality of a third party; or
 - 12.4.2 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
 - 12.4.3 any defamatory material contained in

the Customer Content.

- 12.5 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, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or any accompanying documentation.
- 12.6 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.
- 12.7 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 (**Terminating 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;
 - 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 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). For the avoidance of doubt, a failure to pay a party pursuant to the terms of this Agreement shall constitute a material breach; or
 - 13.1.3 undergoes a change of Control where Control passes to a competitor of the Terminating Party, and such change of Control would (in the Terminating Party's reasonable opinion) have a material effect on the business of the Terminating Party.
- 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 Initial or Renewal Period (as applicable) 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 Upon expiration or any termination of this Agreement, the Supplier shall, at the Customer's request, return or certify that the Supplier has destroyed all copies or records of the Customer Content in its possession. Any request made by the Customer for the return of such Customer Content must be made no later than 60 days after the date of the termination or expiry of this Agreement, and upon receipt of such request, the Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer by way of a standard xml download 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. All Customer Content whether in any live or back-up environment shall be permanently deleted within 100 days after termination or expiration of this Agreement.

13.4.1 The Customer shall pay all reasonable expenses incurred by the Supplier disposing of Customer Content or in returning the Customer Content following a request in accordance with Clause 13.4 in any format other than by way of a standard xml download.

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. If the Customer commits any breach of this Clause, the Customer shall on demand pay to the Supplier a sum equal to one year's basic salary or the annual fee that was payable by the Supplier to that employee plus the recruitment costs incurred by the Supplier in replacing such person. The Customer shall not be in breach of this Clause as a result of running a national advertising campaign open to all applicants and not specifically targeted at any of the Supplier's staff.

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, to resolve the dispute within thirty (30) Business Days either party shall be entitled to seek resolution of the dispute by application to the English Courts.

15.4 In relation to:

15.4.1 any dispute involving any allegations of infringement of intellectual property rights or misuse of Confidential Information or breach of confidence;

15.4.2 any other dispute in which either party's rights are reasonably likely to suffer significant prejudice in the event that it is not able to apply to the Court for non-monetary relief,

15.4.3 then in any such case either party may apply to the English Courts without having to go through any of the other procedures provided for by this Clause 15 or otherwise by this agreement. In that event, all issues in the dispute concerned (including those in relation to which monetary relief is sought) may be dealt with by the English Courts.

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, together with any other Clauses which expressly or by implication are intended to continue in force on or after termination.

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 The Supplier reserves the right to vary the terms of this Agreement at any time during the Term on one (1) month's prior notice to the Customer. Notice shall be provided either: (i) by way of publishing an update on the Supplier's website (<https://www.vuelio.com/uk/> or such other URL as updated from time to time); (ii) by email; or (iii) such other means as reasonably determined by the Supplier. The Supplier shall exercise the right set out in this Clause 16.4 acting reasonably and in good faith.
- 16.5 In the event that the Customer does not agree to any variation made by the Supplier in accordance with the provisions of Clause 16.4, the Supplier reserves the right to:
- 16.5.1 increase the Fees; and/or
- 16.5.2 amend any of the Schedules.
- 16.6 In the event that the Customer requests any amendments and/or variation and/or enhancement (together, **Enhancement**) to the Products and/or the Services:
- 1661 the Supplier shall be under no obligation to consider any such request unless a minimum of 30% of the Supplier's customers receiving the benefit of the Products and/or Services agree to such Enhancement;
- 1662 in the event that less than 30% of the Supplier's customers receiving the benefit of the Products and/or Services agree to such Enhancement, the Supplier at its discretion may agree to carry out such Enhancement provided always that such Enhancement shall be carried out at the Customer's cost.
- 16.7 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by 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.
- 16.8 Any notice to be given shall be deemed effective (a) when left at the address mentioned above (if delivered personally) or (b) two business days after posting by recorded delivery.
- 16.9 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.
- 16.10 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.
- 16.11 If any provision of this Agreement is declared by any court of competent jurisdiction 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 this shall not affect or impair the legality, validity or enforceability of the remaining provisions of this Agreement.
- 16.12 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.
- 16.13 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. For the avoidance of doubt, additional terms and conditions contained in any purchase order, email, proposal or other documentation or communication of any kind shall not apply. If any term in Schedules A-D conflicts with a term in the Subscription Order Form, then, unless as expressly stated otherwise in the Subscription Order Form, the terms in the Subscription Order Form shall prevail.
- 16.14 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 16.14, however, shall operate or be construed to exclude or limit any liability of any person for fraud, including fraudulent misrepresentation.
- 16.15 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.
- 16.16 The parties shall: (i) comply with all applicable laws, rules, statutes and regulations relating to anti-bribery and anti-corruption including, but not limited to, the UK Bribery Act 2010 (Relevant Requirements); (ii) not undertake nor cause nor permit to be undertaken any activity which either: (a) is illegal under any applicable laws, decrees, promulgations, rules or regulations in effect in any country; or (b) would have the effect of causing the other party to be in violation of any applicable laws, decrees, promulgations, rules or regulations in effect, including but not limited to the United Kingdom and any other country where the Services would be provided; (iii) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement.
- 16.17 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.
- 16.18 For the avoidance of doubt, neither party will make any derogatory comment regarding the other party in any medium (whether social or otherwise).

SCHEDULE B.

The following definitions only apply if such Products / modules are included on the Subscription Order Form

Glossary of Terms

Additional storage - per additional 500MB – cost for additional storage

Advanced Analytics - Vuelio's comparative analytics module which facilitates automated comparisons of your coverage; breakdown news by competitor, product, business unit, spokespeople and more

Advanced Social Media – includes monitoring of blogs, forums and YouTube plus a pre-agreed number of Facebook and/or Instagram pages

Agency Platform - Vuelio software platform for agencies.

Auto-translation (up to 10m characters per month) – automated translation of news content

Bundle(s) – means any or all of the following:

- a) International Print Clip Bundle
- b) Online Premium Licenced Content Bundle
- c) Releases
- d) UK Broadcast Clip Bundle
- e) UK Print Monitoring Bundle

Broadcast Streaming – Self Service Download – a self-selected audio file in Mp3 for radio and Mp4 for TV clips

Canvas – access to Vuelio's Canvas to create interactive digital clipbooks.

Core Platform – Vuelio software platform

Data migration (per half day) – migrating data from Vuelio to another location or migrating data into Vuelio

Enquiry Management – log, record, track and manage enquiries

Europe Broadcast Unlimited Streaming - unlimited automated monitoring of TV & Radio outlets, includes an automated transcript and a 5-minute segment of the clip relating to your mention from a selection of European Countries including France, Germany, Austria, Switzerland, Spain and Italy

FOI – Vuelio's FOI module for recording Freedom of Information requests and managing advanced enquiries

GDPR Manager – A module to help with the management of contacts in light of GDPR (e.g. recording legal basis for processing) and managing Subject Access Requests

Influencer package – Monitoring pre-defined Facebook Pages & Instagram Accounts for 100 key influencers

Influencer package add-on – Monitoring five additional Facebook Pages & Instagram Accounts

Influencer Search - ability to identify Influencers (UK & Ireland) who are active on selected topics, keywords or issues on Twitter

Interactions module – log, record, track and manage individual and group interactions

International Print Service Fee – setup fee for the monitoring of printed publications from agreed non-UK countries

International Print Clip Bundle - a prepaid bundle of clips from non-UK countries as agreed in the contract

International Print Clip Fee Outside Bundle - the price of a broadcast clip once your prepaid bundle has been used

Journalist Enquiry Service (JES) Product - Email delivery and online access to journalist enquiries and other media requests made through the Journalist Enquiry Service at journalistenquiries.responsesource.com

LexisNexis licensed news - unlimited searches across Lexis Nexis licensed news (text only)

Managed Canvas - a manually generated Vuelio Canvas based on agreed criteria, tile types and volumes of tiles

Manual Reports - Bronze - customised manual report based on our Bronze template

Manual Reports - Silver - customised manual report based on our Silver template

Manual Reports - Gold – customised manual report based on our Gold template

Media Contacts Database - an ongoing service covering UK & Ireland providing the subscriber with email alerts to notify them of new feature opportunities and suggested contacts for their press lists

Mobile App – access to the Vuelio App

New Template – the bespoke creation of a new template

Online Media Centre – online newsroom built and hosted by Vuelio

Online news service - publicly available (inc. basic analytics) - flat fee online monitoring across publicly available news websites with standard quantitative metrics

Online news service – change of brief – Reconfiguration of the Online News Service

Online news service – agency change of client – Configuration of additional or replacement Online News Service for an Agency client

Online Premium Licenced Content Clip Outside Bundle - the price of a clip once your pre-paid bundle has been used

Online Premium Licenced Content Bundle - a pre-paid bundle of clips for monitoring of online news from a pre-defined set of online sites with content with full paywalls, metered paywalls and licence-restricted content.

Online Premium Licenced Content Service Fee - setup fee for the monitoring of online news from a pre-defined set of online sites with content with full paywalls, metered paywalls and licence-restricted content.

On-site training (per day) – onsite face to face training

Political Briefings – email alerts highlighting current and forthcoming UK & Devolved Parliamentary activity

Political Database – Political Data - database of Parliamentary contacts within the UK (including devolved regions) and European Parliament

Political Database – Councillor Data – local councillors contact data with, officers, committee and geographical details

Political Monitoring – Platform only – political monitoring platform only

Political Monitoring – PCO Support – political monitoring platform with access to a policy researcher for brief changes, content flagging and hotline support

Press Office Management - functionality to log, record and manage press enquiries and associate with subjects

Private Sector Platform - Vuelio software platform for private sector organisations.

Professional Services (per day) – Vuelio's Professional Services for custom work or development

Projects - planning module which includes the ability to create and manage projects and related tasks

Public Sector Platform - Vuelio software platform for public sector organisations.

Releases – Pay As You Go - a method of paying for a service before it is used

Releases – Attach Image or File (Per Item) - the addition of an image or file to a press release

Releases – Bundle of 10 releases – All images & files included – a method of purchasing a set number of releases (10) to be distributed over a period of 12 months

Releases – Bundle of 20 releases – All images & files included – a method of purchasing a set number of releases (20) to be distributed over a period of 12 months

Releases – Bundle of 120 releases – All images & files included – a method of purchasing a set number of releases (120) to be distributed over a period of 12 months

Releases – Video - the addition of a video file to a press release through the Press Release Wire service

Releases – 15min Priority Service – the prioritisation of a

release to be sent within 15 minutes at an additional cost

Releases – Press Association Distribution - The additional distribution of a release for an additional fee through the Press Association’s wire service, called Media Point

ROW Media Data - media data set covering rest of the world (excluding UK & Ireland markets)

Stakeholder Management - functionality to log, record and manage stakeholder engagements and associate these to issues or campaigns.

Twitter monitoring – monitoring of Twitter content based on pre-defined keyword searches

UK Broadcast Clip Bundle - a pre-paid bundle of clips to monitor TV & Radio outlets

UK Broadcast Clip Fee Outside Bundle - the price of a broadcast clip once your prepaid bundle has been used

UK Broadcast Download – an audio file in Mp3 for radio and Mp4 for TV clips

UK Broadcast Editorial Summary - a manually written summary of a broadcast clip

UK Broadcast Service Fee - setup fee for manually vetted monitoring of TV & Radio outlets

UK Broadcast Transcript - a manual transcript of a broadcast clip

UK Broadcast Unlimited Streaming - TV Eyes - unlimited automated monitoring of TV & Radio outlets, includes an automated transcript and a 5-minute segment of the clip relating to your mention

UK Journalist & Blogger Data – Vuelio - media data set covering UK & Ireland

UK Print Monitoring Bundle – a pre-paid bundle of clips to monitor printed publications

UK Print Monitoring Clip Outside Bundle – the price of a print clip once your prepaid bundle has been used

UK Print Service Fee – setup fee for the monitoring of printed publications

Unlimited email distribution – send personalised emails from the Vuelio platform

SCHEDULE C.

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

1. **DATABASE, AND FREELANCE JOURNALIST PROFILE SERVICES**
- 1.1 Supplier owns proprietary databases and has a licence to provide third party global media databases which consists of a subset of content (“Content Data”). The Customer’s Authorised Users can log into the databases and use the Product to access, manage and analyse the Content Data.
- 1.2 Supplier grants to the Customer a non-exclusive, non- sub licensable, non-transferrable and non-assignable, revocable, limited right to allow its Authorised Users to access and use the Content Data to view political and media profiles and information within the databases, create and download lists of information, distribute press releases and other notifications via the Product, and attach its own Additions to Content Data.
- 1.3 Use of the relevant 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 Content Data or any downloaded lists available to non-

- 1.4.2 Authorised Users, unless otherwise permitted in writing by the Supplier; 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 Content Data in any resale process;
- 1.4.3 transfer any Content Data or downloaded lists into a competitor’s product;
- 1.4.4 use the Content 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, libellous, or otherwise unlawful or tortious material, including material violating third party privacy rights.
- 15 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.
- 1.6 The Media Contacts Database provides subscribers with a data matching service. Where uploaded private contact data matches the Supplier’s data, the Customer and/or the relevant Authorised User has the option of allowing the Supplier to substitute matching private contact data with the Supplier’s maintained data. Where the Customer (and/or any relevant Authorised User) has accepted a data substitution, the data controller and data processor for substituted data becomes the Supplier.
- 1.7 Access to The Services is through the use of a personal username and password. All users must provide their full name, business contact details, and an individual (rather than a generic, role-based, or list) email addresses that shares the same domain name as the subscribing entity.
- 1.8 The Customer acknowledges and agrees that: (i) the sourcing and organising of databases is a complex process which requires continual maintenance and oversight of changes in relevant markets, industries, political and legal landscapes, media outlets, organisations and any other source which helps to enrich and enhance such databases; and (ii) no warranty, assurance, representation or guarantee is provided as to the accuracy or completeness of any database or contact information, whether national or

international in nature.

2. **DISTRIBUTION SERVICES AND PRESS RELEASE WIRE AND NEWSROOMS**

2.1 The Customer may purchase press release, online news hosting 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.

2.2 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.

2.3 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 libellous, inflammatory or inappropriate.

2.4 Additional terms and conditions relating specifically to Press Release Wire services are set out at: <https://pressreleases.responsesource.com/about/faq/terms-conds>

3. **MONITORING SERVICES**

3.1 This Clause 3 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.

3.2 In this Schedule C the following additional 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 Barnard's Inn, 86 Fetter Lane, London, EC4A;

CLA News Item - any article, or part of an article, extracted from any published edition of a website, 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 Digital Audio Clip and a Digital Video Clip and "Clips" shall be construed accordingly;

Copy - an 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;

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;

News Item - 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 - NLA Media Access Limited, incorporated and registered in England and Wales with company number 03003569 whose registered office is at at Mount Pleasant House, Lonsdale Gardens, Tunbridge Wells, Kent, TN1 1HJ;

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, magazine or website; or

(ii) any article from a newspaper, magazine or website 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;

NLA Licence - the licence granted to the Supplier by the NLA to enable the Supplier to monitor certain NLA News Items (other than Rights Restricted Material) 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 - text and / or 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 5 minutes provided in the portal.

3.3 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 purpose.

4. **COPYRIGHT AND LICENSING**

4.1 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 the use of monitoring services.
- 4.2 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.
- 4.3 Unless licensed by the relevant Copyright Body or copyright owner the Customer shall not:
- 4.3.1 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.
- 4.3.2 use E-Fax software and/or equipment to receive Copies.
- 4.4 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.
- 4.5 To the extent that the Customer requires an electronic service then the Customer must:
- 4.5.1 limit the access to Copies for its own use to Authorised Users only;
- 4.5.2 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;
- 4.5.3 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);
- 4.5.4 not store Copies in electronic form as part of any library or archive of information;
- 4.5.5 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 Authorised Users.
- 4.6 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).
- 4.7 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 Customer's contact details.
- 4.8 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 4. 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

- 49 reason of any third-party claim or suit arising from any alleged failure of the Customer in this regard. 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.
- 4.10 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.
5. **CHARGES AND PAYMENTS**
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
6. **RIGHTS OF THIRD PARTIES**
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 Agreement, 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

- 1.1 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:
- 1.1.1 scheduled maintenance;
- 1.1.2 emergency maintenance; and
- 1.1.3 a Force Majeure Event
- and for the purposes of this Schedule D, "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.
- 1.2 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). The Customer may purchase additional storage space at any time at the Suppliers' then- current price for such storage.
2. **BACK-UP AND SUPPORT SERVICES**
- 2.1 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.
- 2.2 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 (“**Normal Working Hours**”) to assist Customer with troubleshooting, error correction and use of the Service. 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.

23 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 Subscription Order Form, or if no other service is listed on the Subscription Order Form, then within Customer’s then current subscription term.

3. **ONBOARDING SERVICES**

3.1 Included in the annual subscription Fee are:

- 3.1.1 configuration of the software and support to configure Customer DNS settings
- 3.1.2 one customised template for press releases, statements, and other distribution types (to a standard specification)
- 3.1.3 introductory WebEx training session for main users of the software and additional training for new users thereafter.
- 3.1.4 unlimited access to online training courses available here:
<http://www.vuelio.com/uk/client-support/training-courses/>

3.2 Excluded from the Annual Subscription Fee are:

- 3.2.1 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 personal data)
- 3.2.2 multiple customised templates for press releases, statements and other distribution types
- 3.2.3 branding of reports, development of new reports
- 3.2.4 face to face training not included in the Subscription Order Form
- 3.2.5 travel, accommodation and subsistence expenses incurred in the getting to the User premises to conduct on-site training (which are to be agreed in advance)

4. **MAINTENANCE SERVICES**

4.1 Maintenance shall not include:

- 4.1.1 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;
- 4.1.2 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; or
- 4.1.3 the reinstatement of lost data that is not due to a Product malfunction caused by the acts and/or omissions of the Supplier.

4.2 The Customer agrees that upgrades and

maintenance commenced at the request of the Customer shall not be deemed an interruption of Services.

5. **SUSPENSION OF SERVICES**

5.1 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.

5.2 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 will provide the Customer with notice following such an emergency suspension to advise of the reasons for suspension.

5.3 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 User or any other person in breach of the terms of this Agreement or the AUP (whether suspected or actual).

5.4 Non-payment of the Fees may also result in the suspension of the Services.

5.5 Suspension of Services does not nullify the Customer’s contractual obligations with the Supplier.

6. **STANDARD HOURLY RATE**

The Standard Hourly Rate is £120.

23 March 2020