

1. Definitions

1.1 Words and expressions that appear in these terms and conditions have the following meanings:

'Agreement' means these standard terms and conditions (**'Conditions'**) together with the relevant Brief.

'Agency' means Precise Media Monitoring Limited, of 1 Broadgate, London EC2M 2QS company number 03247942.

'Analysis' means an analysis report prepared by the Agency on a specified topic or issue based on relevant Articles as set out in the relevant Brief

'Articles' means copies, extracts of, or links to, articles, reports, journals, tweets, blogs or similar, published in print or selected digital publications or broadcast sources such as television or radio as delivered to the Client by the Agency as required by the Client and set out in the relevant Brief;

'Brief' means the document specifying the Services to be supplied by the Agency to the Client as signed by the Client and the Agency as varied from time to time by written or oral agreement between the parties in accordance with the terms of this Agreement.

'Charges' means the Agency's standard fees and charges for the Services from time to time.

'CLA' means the Copyright Licensing Agency Limited.

'Client' means the person, corporation, partnership or firm to whom the Agency has agreed to supply Services.

'Client Content' means any Content originated by the Client while using the Services.

'Commencement Date' means the first date the Agency provides the Services to the Client in accordance with the terms of this Agreement.

'MP+ Connect Licences' means a non-exclusive, non-transferable non-sublicensable, non-assignable licence to use the MP+ Connect Service solely for the Client's own internal business purposes in connection with media contact management; and a limited, non-exclusive, non-transferable, personal licence for the Client's designated users to use the data stored on the specific database(s) the Client has selected for use with the MP+ Connect Service, subject to the limitations contained in this Agreement

'MP+ Connect Service' means the media contacts analysis service provided by the Agency.

'Content' means any Articles, information, text, graphics, photographs or other materials uploaded, downloaded or appearing in the Services. Content includes Client Content.

'Copyright Notice' means a notice of at least the size of Times New Roman 7pt in the following terms on paper copies: "This Article has been produced under licence by Precise Media Monitoring Limited. It is protected by copyright. No further copies may be made except under licence from the NLA, CLA, FT (Financial Times/ft.com) or other copyright body" and in the

following terms on electronic copies: "This digital Article has been produced under Licence by Precise Media Monitoring Limited and may only be printed off once for your personal use in the course of your work. Digital reproduction/forwarding is not permitted. No further copies may be made except under licence from the NLA, CLA, FT (Financial Times/ft.com) or other copyright body."

'NLA' means the NLA Media Access Limited.

'Media Contacts Data' means all data provided in connection with the MP+ Connect Service other than the User Data.

'Planning Information' means any information, except Web Content, contained in, or accessed via the Planning Services.

'Planning Licence' means a non-exclusive, non-transferable, non-sublicensable, non-assignable licence to use the Planning Service and the Planning Information subject to the limitations contained in this Agreement

'Planning Services' means Services to provide the client with business planning information.

'Services' means the services, including the Planning Services, Social Media Service and MP+ Connect Service where appropriate to be supplied by the Agency to the Client as set out in the Brief and subject to these Conditions and as varied from time to time in accordance with clause 2.2.

'Social Media Service' means the social media monitoring service provided by the Agency.

'Summary' means a synopsis of the content of an Article prepared by the Agency, which enables the Client to decide if they want to read the full Article.

'User Data' means all data or information posted by the Client to be used in connection with the MP+ Connect Service

'Web Content' means publicly available third party content which may be accessed through the Services via links to third party sites on the internet.

1.2 Headings in these Conditions are for convenience and do not affect interpretation, however in the event of a conflict between the Brief and these Conditions, these Conditions shall prevail.

2. Services

2.1 The Agency will provide the Services to the Client and the Client will pay the Charges subject to the terms of this Agreement.

2.2 The Client may request changes to the Services at any time and provided they are reasonable these can be implemented immediately the changes have been agreed by the Agency orally or in writing.

2.3 The Agency may at any time and without notification to the Client make changes to the Services (including the temporary suspension of the Services) which are required to comply with

any applicable statutory requirements or with the requirements of any licensing authority.

2.4 The Agency is obliged to give the names of any client or prospective client where that client is copying or delivering Articles to any third party without a licence from the NLA, CLA or other copyright body. The Agency undertakes to give the Client 28 days notice of its intention to contact the licensing agencies in such circumstances. The Client is obliged to inform the Agency if it acquires a licence within the notice period.

2.5 The Agency is obliged to stop providing services to the Client where the Client is involved in unlicensed activities or where the Agency reasonably believes that the Client is likely to further distribute and make Articles available as part of its business. This will constitute a material breach of this Agreement.

2.6 The Client acknowledges and agrees that it will not use 'efax' software to receive faxed Content.

2.7 Where the Service includes Planning Services the Agency grants the Client for the term of this Agreement, a Planning Licence

2.8 Where the Service includes MP+ Connect Services the Agency grants the Client for the term of this Agreement, the MP+ Connect Licences.

2.9 The Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of any User Data. The Agency shall not be responsible or liable for errors in connection with User Data, including without limitation, deletion, correction, destruction, damage, loss or failure to store any User Data.

3. Prices and payment

3.1 The Agency may vary the Charges from time to time by giving not less than one month's notice in writing to the Client.

3.2 All Charges quoted to the client are exclusive of VAT for which the Client shall be additionally liable at the applicable rate.

3.3 The Agency shall invoice the Client monthly in arrears. The Client shall pay invoices without any set off or deductions within 30 days.

3.4 Without limiting any other right or remedy that the Agency may have, if the Client fails to pay the Agency on the due date, the Agency may: (i) charge the Client interest on such sum from the due date for payment at the annual rate of 2% over 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 judgement, or (ii) suspend all Services..

3.5 Time for payment shall be of the essence of this Agreement

3.6 All sums payable to the Agency under this Agreement shall become due immediately on its termination, despite any other provision. This clause is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.

4. Copyright

4.1 The Agency is licensed to act as a media monitoring agent by both the CLA and NLA. To the best of the Agency's information and belief it complies with all copyright restrictions imposed by the CLA, NLA and other applicable licensing authorities.

4.2 Copyright in an Article and/or Web Content remains with the original copyright holder. The Client is not permitted to further reproduce, copy (including electronically), distribute, display, sell, publish, broadcast, circulate, deliver or transmit Articles or copies of Articles either internally or to any third party without holding the necessary licences, legal and other permissions and consents prior to any such use. The Client will not make unlicensed copies of Content supplied by the Agency.

4.3 Depending on the use the Client makes of any Article and/or Web Content it may require a licence from either the CLA (see www.cla.co.uk) or the NLA (see www.nla.co.uk) or other third party. The Client acknowledges that it is the Client's sole responsibility to verify any need for such a licence, and to obtain and maintain any such necessary licences or permissions. The Agency reserves the right to stop providing Articles to any Client not properly licensed by the NLA, CLA or other copyright body.

4.4 The Client shall comply with all applicable copyright and distribution restrictions applicable to any and all Articles and that it will register and maintain any registration with appropriate copyright and licensing agencies such that its use of Articles will not infringe any intellectual property rights of third parties.

4.5 The Client will destroy any Articles provided by the Agency on request of the Agency

4.6 The Client acknowledges that the Agency is required under the terms of the licences with the NLA and/or the CLA to provide details regarding the Client (including, without limitation, numbers of permitted users, name, contact information, Articles provided and access frequency) to the NLA and/or CLA or other applicable licensing authority or copyright holder. Accordingly, the Client hereby consents to the Agency passing on such details in accordance with this clause.

4.7 As between the Client and the Agency, copyright in any Summary, Analysis Media Contacts Data or Planning Information provided to the Client by the Agency is owned by the Agency or its licensors. The Agency licenses the Client to copy, use and amend the same during the term of this Agreement, but distribution must be restricted to within the Client's own group of companies (including, for the avoidance of doubt, posting on any intranet accessible only to the Client's own staff). The Client may not distribute a Summary, Analysis Media Contacts Data or Planning Information externally to any third party (including, for the avoidance of doubt, posting on the Client's website) unless it has obtained the prior written approval of the Agency

4.8 The Client shall indemnify and agrees to keep indemnified the Agency on demand against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in

connection with any claim in respect of the Client's use of, onward distribution or possession of any Article that infringes any intellectual property rights of any third party.

5. Electronic Delivery of Articles

5.1 Where the Client requires electronic delivery of the Articles, these will be hosted on a secure section of the Agency website for a maximum of 7-28 days depending on the Publication. The Client will be issued with a password in accordance with the terms of the Brief for a specified number of users. Users are not permitted to share passwords.

5.2 The Client will only allow permitted users to access the Agency website and will take reasonable steps to ensure that permitted users do not share passwords. The Client will inform the Agency if the number of permitted users changes. Where there is more than one permitted user, the Client must hold a licence with the NLA and/or CLA.

5.3 Without a CLA licence, any single Article (from any published edition of a magazine, journal, or other periodical containing an item of news or current affairs) may only be accessed once and a single paper copy printed out (such single paper copy may not itself be further copied), following which, that Article and any electronic copies of that Article, must be deleted.

5.4 The Agency is required to put a Copyright Notice on every page of every Article which is visible if the Article is printed out. The Client must not remove, conceal or alter the Copyright Notice if the Article is printed.

5.5 The Client agrees not to create a digital archive of Articles, Summaries, Planning Information or Media Contacts Data.

6. Withdrawal of Articles

6.1 The Agency reserves the right to withdraw the whole or part of Articles, Summary, Analysis, Planning Service or Planning Information if they reasonably consider that they may potentially or actually be legally liable to third parties in respect of the contents thereof.

6.2 The Client agrees that all such withdrawals notified to them by the Agency are deleted from storage on electronic equipment immediately using all reasonable endeavours and in any event within 24 hours of written or electronic notification during the working week or by 11.58pm of the next working day if notification is received on a Saturday, Sunday or Bank Holiday. This must be confirmed in writing to the Agency.

6.3 The Client agrees that the Agency shall have no liability whatsoever for the Client's failure to comply with such notice.

6.4 The Client shall indemnify and agrees to keep indemnified the Agency on demand against all costs, claims, demands, expenses and liabilities of whatsoever nature arising out of or in connection with any claim in respect of the Client's continued use of, onward distribution or possession of any Articles which have been withdrawn.

7. Liability

7.1 The Agency will provide the Services using reasonable skill and care and shall make reasonable efforts to ensure the accuracy and reliability of the Planning Service All other

warranties, terms or conditions, express or implied are disclaimed to the fullest extent permitted by law. In particular, no warranty is given that all relevant Articles will be located and/or supplied nor that any Summary, Analysis Media Contacts Data or Planning Information will be free from grammatical or spelling errors.

7.2 The Agency accepts no responsibility for the scope or extent of Articles which its reviews of relevant publications may produce. Further, the Agency does not guarantee that it reviews all and every publication available in the market and that may be relevant to the Client's Brief. The Agency reserves the right to vary the scope of the publications it reviews from time to time without prior notice to the Client.

7.3 The Agency shall not be liable to the Client by reason of any delay in performing or failing to perform the Services if the delay or failure was due to any cause beyond the Agency's reasonable control including, without limitation, acts of God, severe weather, pandemic illness, industrial action or the failures of third party systems..

7.4 Nothing in this Agreement shall exclude or in any way limit either party's liability for fraud, death or personal injury caused by its negligence or any other liability which cannot be excluded or limited at law.

7.5 Except as provided in clause 7.4, the Agency shall not be liable to the Client for the following loss or damaged howsoever caused and whether arising in contract, tort or otherwise and even if foreseeable by the Agency: (i) economic loss including administrative and overhead costs, loss of profits, business, contracts, revenues, goodwill, production, data and anticipated savings [of every description, or (ii) any indirect, special or consequential loss, damage, costs, expenses or other claims whether caused by the negligence of the Agency or otherwise.

7.6 Except as provided in clause 7.4 any liability of the Agency to the Client shall be limited to a sum equal to 1.25 times the sum paid to the Agency by the Client during the previous calendar year. If liability arises during the first twelve months of the Agreement, the liability cap shall be calculated according to the following formula:

(Total Charges paid by Client divided by No. of calendar months since Commencement Date) x 12.

7.7 The Services supplied by the Agency are an aggregation of news and information from various external sources and the Client should not act or rely upon any information (including any Summary, Analysis, Media Contacts Data or Planning Information) provided without undertaking its own evaluation of the reliability of, and the views expressed in, the content. Any view or opinion appearing in a Summary, Analysis or Planning Information is that of the author of the original Article and does not represent the view or opinion of the Agency.

7.8 The Client must satisfy itself before further dissemination of a Summary, Analysis, Planning Information or Article that it has the necessary rights to do the same and that such dissemination is appropriate. The Agency shall not be liable to the Client in respect of any claim that may be brought by any person (including any employee of the Client) arising out of the

dissemination of any Summary, Analysis, Planning Information or Article.

7.9 Any circulation, readership or related figures forming part of the Services will be circulated from what is regarded by the Agency as a reliable source. The Client acknowledges that such source may vary from time to time and that sources may differ in the circulation or readership they ascribe to any publication.

7.10 All content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. The Agency does not monitor or control Content posted via the Services and does not take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by the Client through the Services is at the Client's own risk. The Agency does not endorse, support, represent or guarantee the completeness, truthfulness, accuracy or reliability of any Content or communications posted via the Services. The Client understands that by using the Services, the Client may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will the Agency be liable in any way for any Content, including but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

8. Confidentiality

8.1 The Client and the Agency shall use all reasonable endeavours to keep confidential any information received or obtained from the other party or as a result of this Agreement about a party's business, statistical, financial (including fees and charges) and personal matters and other information of a confidential nature. No party shall disclose such confidential information to any third party and only release the same to those of its employees as have a need to know. Each party shall treat such confidential information with the same degree of care and apply no lesser security measures than it affords to its own confidential information. This obligation survives termination of the Agreement for any reason.

8.2 The provisions of this Clause 8 shall not apply to any information which: (i) is public knowledge at the time it is provided or which subsequently becomes public knowledge through no fault of the receiving party; (ii) is required to be disclosed by any applicable government body or a court or which is provided to the relevant party's professional advisers; (iii) the information was previously disclosed without any obligation of confidentiality; or (iv) the disclosing party has given consent in writing for such confidential information to be disseminated.

8.3 The Client agrees that the Agency can use the Client's name, logo and trademarks in its public relations materials and on its website.

9. Data Protection

9.1 The Agency will need to collect certain personal information in order to provide the Client with the Services. The Agency

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may share personal information within its group for information purposes and in order to provide client with the Services and also to the NLA and CLA in accordance with clause 4.6. The Client hereby acknowledges and agrees to such transfers as detailed in this clause 9.1. The parties will comply with their respective obligations under the Data Protection Act 1998.

10. Termination

10.1 For Monitoring, the Client may terminate this Agreement at any time upon one month's written notice to the Agency during the first year of service. Each subsequent year of service will require an additional month's notice of termination up to a maximum of six months written notice to the Agency.

10.2 If this Agreement relates to Analysis, Social Media or Media Contacts Services the Client may terminate this Agreement at any time upon six month's written notice to the Agency.

10.3 If this Agreement relates to Planning Services the Client may terminate this Agreement at any time upon six month's written notice to the Agency, such notice to take effect no earlier than the end of the initial term of the Planning Services Agreement. Where the Client has already paid in advance for the Planning Services no refund will be due. Termination will take effect on the later of the six month notice period or the expiry of the subscription already paid for.

10.4 The Agency may terminate this Agreement at any time by written notice to the Client.

10.5 Either party may (without limiting any other remedy they may have) terminate this Agreement by written notice to the other if the other party commits any material breach of this Agreement and (if capable of remedy) fails to remedy the breach within one month after being required by written notice so to do or if the other party goes into liquidation or (in the case of an individual or firm) goes bankrupt, or makes an arrangement with creditors or has a receiver or administrator appointed.

11. General

11.1 Nothing in this Agreement shall prevent the Agency from performing like or similar services to any other business or client.

11.2 Nothing in this Agreement shall prevent the Agency from subcontracting, assigning, mortgaging or charging any of its rights or obligations hereunder to any third party.

11.3 These Conditions (together with any terms which may be set out in the Brief) constitute the entire Agreement between the parties and supersede any previous arrangements or agreements. All other terms and conditions are excluded to the fullest extent permitted by law.

11.4 Neither party have relied upon nor shall be liable in respect of any representations, warranties, terms or conditions not expressly contained in this Agreement or the Brief (save that this provision shall not apply to any fraudulent misrepresentation).

11.5 Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent that such failure or delay is caused by any event beyond the reasonable control of such party, including without limitation acts of God, severe weather, industrial action or the failures of third party systems.

11.6 Unless expressly provided herein, no variation to the Conditions shall be effective unless signed by a duly authorised representative of each party.

11.7 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or any other address as may have been notified for that purpose.

11.8 Other than where the NLA and the CLA have the ability to enforce their contractual rights, restrictions and terms relating to copyright, no term of this Agreement is enforceable pursuant to

the Contract (Rights of Third Parties) Act 1999 by any person who is not a party to it.

11.9 To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.

11.10 These Conditions shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.