

Forward Planning subscription licence agreement

This Agreement is made on the 27 May 2021 between:

(1) **Precise Media Monitoring Ltd** also known as “**KANTAR (MEDIA DIVISION)**” of 222 Gray's Inn Road, London, WC1X 8HB (The “**Supplier**”) and

(2) **Department for International Trade** of **Old Admiralty Building, Admiralty Place, Spring Gardens, London, SW1A 2DY** (“**The Subscriber**”)

Precise Media Monitoring will supply to the Subscriber the Service from the Commencement Date for the Initial Term and thereafter until terminated by either party in accordance with the Terms and Conditions set out in this Agreement which Terms and Conditions shall be incorporated within and form part of the Agreement.

Commencement Date: 18th May 2021

Initial Term: 24 months from Commencement date

The Service Supply of **Media Planner Service** via forwardplanner.com website and Planner+ Reports. (Customised to 30 categories as highlighted on back sheet)

The Registered User(s): Those persons up to a maximum number of 1-4 users listed below, or on attached list together with details of their emails. 5.

Registered Users	
1. [REDACTED]	5.
2. [REDACTED]	6.
3. [REDACTED]	7.
4.	8.

The Subscription Fee:

[REDACTED] per annum + VAT fee payable in annually in advance.

Terms and Conditions:
As set out overleaf.

Signed for and on behalf of Precise Media Monitoring

Authorised Signatory

Name: [REDACTED]

Title: Director, Forward Planning Services

Signature:

[REDACTED]

23/6/2021 | 12:11 BST

Tel: [REDACTED]

E-mail: [REDACTED]

Signed for and on behalf of the SUBSCRIBER

Authorised Signatory

Name: [REDACTED]

Title: Head of Commercial

Signature

[REDACTED]

Date of Signature

5/7/2021 | 16:03 BST

Terms and conditions

This Subscription Licence Agreement ('Agreement') is between the Subscriber and Precise Media Monitoring Limited ('Precise Media Monitoring')

These terms of use apply to the access and use of the planning Services by Subscribers (the '**Subscriber**').

1. Definitions

In this Agreement:

'Service' means the business information services which may be accessed by its fee paying subscribers via the following websites:

www.forwardplanner.com

or any other web platform subscription service as may be offered from time to time.

'Subscription Fee' means the fees charged for use of the Service as stated in this Agreement.

'Information' means any information, except Web Content, contained in the Service;

'Registered User(s)' means the individual(s) whom are listed by the client under this agreement to access the information enabled on the Service, these names may be updated during the life of the agreement;

'Password' means an individual password provided to the Subscriber pursuant to which a Subscriber is enabled to access the Service;

'Web Content' means publicly available content which may be accessed through the Service via links to third party sites on the internet, and which is identified within the Service as being from a web site.

2. Service

2.1 Precise Media Monitoring grants the Subscriber a non-exclusive, non-transferable, non-sub licensable, non-assignable licence to use the Service and the Information pursuant to the terms of this Agreement.

2.2 Precise Media Monitoring retains control and ownership of the form and content of the Service. The Subscriber shall not acquire any ownership rights in the Service or the Information, and the Subscriber shall not alter the form or content of the Service without written permission.

2.3 The Information contained within the Service is either licensed from third party information providers or is proprietary to Precise Media Monitoring. The Subscriber acknowledges that rights to use the information in this Agreement are contractual and exist independently of the copyright law, accordingly these rights cannot be affected by any licence from a copyright holder or a reproduction agent acting on their behalf.

3. Use of the Service

3.1 The Subscriber may:

- (a) review and download Information for his/her own use; and
- (b) include in internal reports and/or reports to customers, on an occasional and infrequent basis, data extracts from the Information, provided that such data extracts are attributed to Precise Media Monitoring as the source.

3.2 The Subscriber shall not;

- (a) reproduce, distribute, display, sell, publish, broadcast or circulate the Information to any third party (other than as authorized in section 3.1(b), nor make the Information available for any such use;
- (b) remove, conceal or alter any copyright notices contained in the Service or the Information;
- (c) create or store in electronic form any shared library or archive of Information which could be used as a research application;
- (d) use the authority granted in section 3.1(b) as a substitute for other users to subscribe for the Service, and for the avoidance of doubt, the Subscriber may not on a regular basis, or an irregular but frequent basis, distribute more than small amounts of the Information to any individuals; or
- (e) share their Password with unnamed users or any third party.

3.3 The Subscriber shall comply with any additional restrictions notified by means of any on-screen notices contained within a data item to which the additional restriction relates.

4. Subscription Fee

4.1 The Subscriber agrees to pay the Subscription Fee to Precise Media Monitoring within 30 days of receipt of invoice. In addition to the relevant Subscription Fee, the Subscriber shall be responsible for all applicable sales, value-added and other such taxes or duties (including withholding tax) payable in respect of this Agreement, so that after payment of any such taxes or duties the amount received is not less than the aggregate of the Subscription Fee.

4.2 If the Subscriber is based within any member state of the European Union, then VAT will be charged unless a valid VAT number is provided to Precise Media Monitoring. If the Subscriber is based outside the European Union then no sales or

value added tax will be charged. These statements are true as at 1 January 2006, the position may change which could result in a Subscriber becoming liable to pay any such tax.

4.3 Precise Media Monitoring reserves the right to increase the Subscription Fee on each anniversary of the Commencement Date by no more than 5% without notification and no lower than the prevailing UK RPI.

5. Terms and Termination

5.1 This Agreement will continue for the Initial Term and thereafter until terminated by either party giving 6 months written notice, such notice to take effect no earlier than the end of the Initial Term. Where the subscriber has already paid in advance no refund will be due. Termination will take effect on the later end of the 6 months written notice or expiry of the subscription already paid for.

5.2 If the Subscriber commits a material breach of this Agreement, Precise Media Monitoring may suspend any Service without notice or penalty until such breach is remedied. Precise Media Monitoring will give the Subscriber written notice of such breach.

5.3 Notwithstanding the above Precise Media Monitoring reserves the right to terminate this agreement immediately if payment is more than 30 days overdue.

6. Warranty, liability, indemnity and force majeure.

6.1 Precise Media Monitoring shall make reasonable efforts to ensure the accuracy and reliability of the Service. Except as specified in this Agreement, all express or implied representations, warranties, conditions and undertakings are excluded. This Agreement does not give the Subscriber any rights against third party information providers with respect to use of Information.

6.2 Precise Media Monitoring accepts liability only for: death or personal injury caused by its negligence; or any other direct loss or physical damage caused by its negligence or wilful misconduct. Neither Precise Media Monitoring, nor any of its affiliates, will be held liable in relation to the accuracy or timeliness of the information or for any loss or damage of any type in connection with the provision of or failure to provide the Service, except as set out in this section 6. The total liability of Precise Media Monitoring under this Agreement shall, to the extent permitted by law, under no circumstances exceed the Subscription Fee paid by the Subscriber in the twelve months preceding such claim.

6.3 Precise Media Monitoring shall have no liability in respect of any delay or failure to carry out any of its obligations under this Agreement caused by fire, strikes or other industrial action or dispute, acts of Government, default of suppliers or subcontractors, or any circumstances outside the reasonable control of Precise Media Monitoring.

6.4 The Web Content is not included as Information for the purposes of this Agreement and Precise Media Monitoring does not accept any liability in relation to the Web Content.

6.5 The Subscriber shall indemnify Precise Media Monitoring for any loss or damage suffered arising out of any use of the Information beyond the rights expressly granted to the Subscriber under this Agreement.

7. Notices

7.1 Other than as set out as below, all notices shall be in writing, and delivered by facsimile or electronic mail, to the address stipulated by each party. Notice shall be deemed received on the date actually received.

8. General

8.1 The terms and conditions set out in this Agreement represent the entire agreement between both parties relating to the Service and supersede all prior agreements and representations. No failure or delay by any party in exercising any right, power or remedy under this Agreement shall operate as a waiver of any such right, power and/or remedy. Neither party will be liable for any loss or failure to perform an obligation due to circumstances beyond its reasonable control.

8.2 The official language of this Agreement shall be in the English language and no translation into any other language may be used as its interpretation.

8.3 This Agreement shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts to resolve any disputes between them.

9. Data Protection

All parties will comply with the General Data Protection Regulation 2016/679 and the Data Protection Act 2018. The subscriber must not record or keep a permanent record of the information. To record the information would be in breach of the Data Protection Act. The subscriber must not pass the information to any third party. To do so would be a breach of the Data Protection Act.

Categories

News Agenda	Public Affairs	Lifestyle	Economic	Industry Verticals
<ul style="list-style-type: none"> News Headlines News Top Stories Business Headlines Business Top Stories Entertainment Headlines Entertainment Top Stories Lifestyle Headlines Lifestyle Top Stories UK Economy Brexit International Business News 	<ul style="list-style-type: none"> Legislation, Regulations & Directives Parliamentary Committees UK Politics Devolved Politics Westminster Think Tanks 	<ul style="list-style-type: none"> Animals / Pets Children (0-12 years) Family & Parenting Health & Wellbeing LGBTQ Multi-Cultural Over 50s Religion & Ethics Sex & Relationships Youth (13-25 years) 	<ul style="list-style-type: none"> Credit Rating Agencies Economic Events Economic Indicators – G20 Market & Public Holidays 	<ul style="list-style-type: none"> Advertising Marketing & Design
	Culture		Corporate Data	<ul style="list-style-type: none"> Aerospace & Banking Business Services Chemicals Construction Materials Construction, Engineering & Machinery Distributors Diversified Industries Electrical & Electronic Equipment
International	<ul style="list-style-type: none"> Art Arts & Culture Auctions Books Comedy Dance Theatre 	Consumer	<ul style="list-style-type: none"> Executive Board Changes Index Revisions & Financial Market Events IPO Leading UK Stocks 100 Tracker Leading UK Stocks All Tracker + Top Global 1200 	<ul style="list-style-type: none"> Energy Finance General Food & Drug Retailers Food, Drink & Tobacco Forestry & Paper General Retailers Health Business Household & Personal Goods Insurance Leisure & Hospitality Media, Printing & Photography Mining & Metals Packaging Pharmaceuticals & Biotech Real Estate Tech - Hardware Tech – Internet Software & New Media Telecommunication Services Transportation & Shipping Utilities Vehicles & Components
<ul style="list-style-type: none"> Conflict / Terrorism /Security International News Politics EU Politics Global 	Entertainment	<ul style="list-style-type: none"> Fashion & Beauty Home & Garden Luxury Goods / Brands Motoring Nightlife Press Previews Product Launches Retail Therapy Seasonal Events & Celebrations Technology / Gadgets Toys & Games Travel & Tourism Video Games Wining & Dining 	Business Issues	
News	<ul style="list-style-type: none"> Celebrity Film – General Film – Releases Music - Album Releases Music – Classical Music - General Music – Gigs & Festivals TV / Radio / Online 		<ul style="list-style-type: none"> Company Tax Corporate Social Responsibility / Business Sustainability Health & Safety 	
<ul style="list-style-type: none"> Armed Services Courts Education Health News Law & Order Reports & Surveys Royals & Society Science Scottish News & Events Transport News UK National Statistics Unions & Employment 	Pegs & Hooks	Conferences & Exhibitions	Personal Finance	
	<ul style="list-style-type: none"> Anniversaries Awards Awareness Days & Campaigns Birthdays Media News & PR Offbeat 	<ul style="list-style-type: none"> Consumer Conferences Consumer Exhibitions & Fairs Public Sector Conferences Public Sector Exhibitions Trade Conferences Trade Exhibitions 	<ul style="list-style-type: none"> Personal Finance General Personal Finance Insurance Personal Finance Investments / Savings Personal Finance Mortgages Personal Finance Pensions 	
Issues	Sport			
<ul style="list-style-type: none"> Agriculture/Farming Disability Diversity & Discrimination Environment & Conservation Housing NGOs Charities & Pressure Groups Rural & Countryside Social Issues 	<ul style="list-style-type: none"> Olympics Sport Fixtures Sport News / Business 			
	Key Events for the Month – FREE			

Precise Media Monitoring Ltd, Registered in England Number 03247942.

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