

CALL-OFF REFERENCE: 2022-551

THE BUYER/CLIENT: AHDB

BUYER ADDRESS AHDB Middlemarch Business Park, Siskin Parkway East, Coventry, CV3 4PE

THE SUPPLIER/COMPANY: Cision Group Ltd

SUPPLIER ADDRESS: 5 Churchill Place, Canary Wharf, London, United Kingdom, E14 5HU

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

REGISTRATION NUMBER:



DUNS NUMBER:



SID4GOV ID:

N/A

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form **starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block**

It is essential that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 19/4/22.

It's issued under the Framework Contract with the reference number RM6134 for the provision of Media Monitoring and Associated Services.

CALL-OFF LOT(S):

Not applicable

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form.
2. *Joint Schedule 1 (Definitions and Interpretation) RM6134*
3. *The following Schedules in equal order of precedence:*

- *Joint Schedules for RM6134*
 - *Joint Schedule 2 (Variation Form)*
 - *Joint Schedule 3 (Insurance Requirements)*
 - *Joint Schedule 4 (Commercially Sensitive Information)*
 - *Joint Schedule 6 (Key Subcontractors)*
 - *Joint Schedule 10 (Rectification Plan)*
 -
- *Call-Off Schedules for RM6134*
 - *Call-Off Schedule 1 (Transparency Reports)*
 - *[Call-Off Schedule 5 (Pricing Details)*
 -

[Call-Off Schedule 7 (Key Supplier Staff)

- *[Call-Off Schedule 15 (Call-Off Contract Management)*
 - *[Call-Off Schedule 20 (Call-off Specification)*

4. CCS Core Terms (version 3.0.7)
5. *Joint Schedule 5 (Corporate Social Responsibility) RM6134*
6. *[Call-Off Schedule 4 (Call-Off Tender)* as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.]

CALL-OFF START DATE: **[29th March 2023]**

CALL-OFF EXPIRY DATE: **[28th March 2025]**

CALL-OFF INITIAL PERIOD: **2 Years, 12 months (2 +1)**

CALL-OFF DELIVERABLES:

1: NGC3 - The Complete Communications Suite
Analysis Coding Subscription
Analysis Report Subscription
Weekly Briefing Subscription
Audience Insight Report
API (Access to API for Cision Communications Cloud monitoring data)
Cision Broadcast Monitoring for Podcasts - Bundled
Cision Communications Cloud - Earned Media Management Platform
Cision Connect
Cision Connect Social Influencer
LexisNexis Premium Content
PR Newsletter module for creating curated clip report emails
Story Kit
UK Broadcast Monitoring

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UK Print Monitoring

NGC3 - The Complete Communications Suite Package includes:

- Earned Media Management Platform: Access to Global Online News Monitoring
- Cision Connect Media Database (UK): Access to human researched UK Media contacts and outlets within the Cision Communications Cloud Platform. Provides premium pitching tips, including preferred contact methods, topics of interest, biographical information and personal pet peeves.
- Cision Connect Social Influencers: Access to Cision Social Influencer database with 1 billion+ profiles. - Talking About Search
- Identify Journalists based on keywords in their news content
- Opportunities - Media Requests & Editorial Calendars
- Email Distribution and analytics - G Suite and O365 email integration. - Global Monitoring from LexisNexis

- Print & Online
- UK Print Monitoring – upto 350 Clips per month (Human Validated) - Up to 40 search strings set up by Cision
- 25 Users
- UK Broadcast Monitoring - TV & Radio
- UK Podcast Monitoring
- Online News Archive
- Google Analytics & Adobe Analytics Integration
- REST API Access
- Unlimited responsive & customisable analytics dashboard
- Customer support team to assist with any service-related questions - Virtual onboarding sessions
- Story Kit: Organise and display pitches on a branded pitching page, view engagement metrics and gather one click journalist feedback

Note: Access to NLA, CLA, and Financial Times content is dependent upon Client's license status with those organisations.

Human review analysis of up to 400 articles per month to include: -

- Content from NGC3.
- Production of 10 slide monthly report, containing combination of charts & graphs with commentary & takeaways from the Cision Insights team
- Report includes executive summary, trends over time, KPI tracking and breakdown for core areas (dairy, beef, lamb, pork, cereals, oilseed. etc)

Weekly briefing to include:

- Curation of media coverage each day, into bespoke sectors as required by AHDB
- Expected 10 stories per day, with 'also reported in' function to group key stories together - Snippet of relevant sentence from article for each key story

Audience Insight report to include:

- Templated report of approximately 10 slides of content, summarising essential data from 1 UK-based audience: demographics, attitudes & interests, and media consumption habits
- Designed to provide comprehensive overview of key audience information.

The Estimated Year Charges used to calculate liability in the first Contract Year is **Fixed Fee** [REDACTED] Estimated Charges in the first 12 months of the Contract.

CALL-OFF CHARGES

[£ [REDACTED]]

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Annual Payment BACS

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS MEETING FREQUENCY

TBC Date:

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter (TBC)

Formal performance review meetings will be undertaken by the AHDB Contract Manager and Providers Key Account Manager on a quarterly basis, in order to review progress against KPIs, provide data and relevant MI. Monthly review meetings will include but not be limited to the following:

- Performance against monthly KPIs
- Review/planning of annual requirements
- Review/planning of innovations
- Review and quality of quality assurance
- Provision of data and analysis; and
- Review of key risks

KEY STAFF



KEY SUBCONTRACTOR(S)
None

COMMERCIALLY SENSITIVE INFORMATION
Staff Names
Financials

SERVICE CREDITS
Not applicable

[REDACTED]

[REDACTED]

The following additional terms are incorporated within this Order Form:

1. DEFINITIONS

"Applicable Laws" means the laws and legally binding regulations of the UK, including but not limited to the Data Protection Legislation and the e-Privacy Legislation.

"Client Data" means data and information in any format, including but not limited to text (including text provided by a thirdparty to or for Client), files, images, and/or URLs, that is submitted by or for Client to the Platform, or provided to Company by or for Client in order for Company to provide Services, or collected and processed by or for Client using the Platform, excluding Content. Client Data includes Release Content as defined in Exhibit A, and any data that Client directs Company to retrieve.

"Company Data" means proprietary information gathered or created by Company and provided to Client as part of the Platform or Services, excluding Third-Party Content, but including Reports.

"Content" means Company Data and Third-Party Content.

"Covered Parties" as applicable to either Company or Client, means that Party and its Affiliates and each of their directors, agents, officers, employees, representatives, successors, and/or permitted assigns.

"Data Protection Legislation" means UK GDPR and the Data Protection Act 2018 as amended, replaced or superseded from time to time.

"Documentation" means Company's online user guides, documentation, and help and training materials, as updated from time to time, accessible via the Platform.

"e-Privacy Legislation" means the Privacy and Electronic Communications Regulations 2003, as amended, replaced or superseded from time to time.

"GDPR" means the General Data Protection Regulation ((EU) 2016/679).

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, but not limited to, viruses, worms, time bombs and Trojan horses.

"Platform" means the on-demand relationship management, media monitoring, analytics, and communications system made available online by Company or any of its Affiliates and its underlying tools, databases, APIs, and software that make up the system, including any software or technology created by Company's Affiliates.

"Service(s)/ Deliverables" means, any professional or custom services that are provided to Client as set forth in an Order Form and/or SOW. "Services" exclude Content.

"Third-Party Content" means information obtained by Company from its content licensors or publicly available sources and provided to Client pursuant to an Order Form, as more fully described in the Documentation.

"UK GDPR" means the GDPR as it forms part of the law of the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018.

"User" means an individual who is authorised by Client to use the Platform, for whom Client has subscribed to the Platform, and to whom Client or Company has supplied a user identification and password. Users may include, for example, Client's employees, consultants, contractors and agents.

2. SERVICES, SOFTWARE AND CONTENT

2.1 Subscription.

(A) Subject to the terms and conditions of the Agreement, Client hereby subscribes to the version and modules of the

Platform as set out in an Order Form. Company grants Client a limited, non-exclusive, revocable, non-transferable (other than as set forth in this Agreement), non-sublicensable right to allow Users to access and use the Platform and Content for Client's own internal business purposes in accordance with the terms and conditions in this Agreement. Company will provide the Services listed in an Order Form.

- (B) Client shall not (1) licence, sublicense, sell, resell, rent, transfer, assign, or otherwise commercially exploit or make the Platform or any Content available to, or use the Platform or any Content for the benefit of, any third party (including in a service bureau or outsourcing offering); or (2) access the Platform or Content in order to (a) build a competitive product or service, (b) build a product using similar features, functions or graphics of the Platform, or (c) copy any features, functions or graphics of the Platform. Company reserves the right to alter, delete, or replace Content or alter the functionality of the Platform.
- (C) Client is responsible for meeting the then-current hardware, operating system, browser and other technical requirements necessary to properly use and access the Platform, which are described on www.cision.com.
- (D) Additional terms applicable to specific Platform modules or Services are set forth in Exhibit A.

2.2 Use of Platform and Content

- (A) Access to the Platform and Content may be subject to usage limits, including, for example, quantities specified in Order Forms. Unless otherwise specified, (1) a User quantity in an Order Form refers to Users, and the Platform or Content may not be accessed by more than that number of Users; (2) a User's password may not be shared with any other individual; and (3) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Platform or Content.
- (B) Client will (1) be responsible for Users' compliance with this Agreement; (2) be responsible for the accuracy, quality and legality of Client Data and the means by which Client acquired Client Data; (3) use commercially reasonable efforts to prevent unauthorised access to the Platform or use of Services and Content, and notify Company promptly of any unauthorised access or use; (4) use the Platform and Content only in accordance with this Agreement, the Documentation, the Data Processing Schedule, and Applicable Laws; and (5) employ security measures consistent with current best industry standards to adequately safeguard any Content downloaded to Client's systems.
- (C) Client is responsible for all actions taken via Client's account, including protecting the confidentiality of Client's passwords and User IDs, and maintaining timely contact information for such account.
- (D) Unless specifically permitted either herein, within the Platform, or on the Content itself, or separately licenced by the Client, Content may not be distributed outside of Client's organisation. Any usage or redistribution of full text is prohibited, and Client does so at its sole risk and responsibility.

2.3 Restrictions.

- (A) Client shall not: (1) use the Platform to upload, store or transmit infringing, defamatory, abusive, inflammatory, fraudulent, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, or otherwise unlawful or tortious material, including material harmful to children, or to upload, store or transmit material in violation of third-party privacy or publicity rights; (2) use the Platform to store or transmit Malicious Code; (3) interfere with or disrupt the integrity or performance of any Platform or Content contained therein; (4) attempt to gain unauthorised access to any Platform, Services or Content or its related systems or networks; (5) permit direct or indirect access to or use of any Platform or Services in a way that circumvents a contractual usage limit; (6) copy Content except as permitted herein or in an Order Form or the Documentation; (7) frame or mirror any part of any Platform or Content, other than framing on Client's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation; (8) use commenting or messaging functionality, functionality that allows posting or transmitting content to outward facing, social or public platforms available via the Platform to post content that violates any terms or conditions, policies, or guidelines of any social media platform or other platform or service to which it is posted; or (9) use the Platform to transmit spam, bulk commercial communications, or unsolicited messages in violation of Applicable Law.
- (B) Client will be solely responsible for its usage of all data derived or obtained from the Platform, including contact information (e.g. names, phone and facsimile numbers, e-mail addresses and physical addresses) and will ensure its compliance with relevant laws and regulations. Client may not: (1) send spam or unsolicited messages in violation of Applicable Laws, including concerning privacy, data protection, telemarketing, or other commercial email laws, wireless domain suppression lists, and "Do-Not-Call" lists; (2) send or store infringing, obscene, threatening, harassing, libelous, or otherwise unlawful or tortious material, including material harmful to children or violate third party privacy rights; or (3)

send or store material containing Malicious Code, including, without limitation, software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs.

(C) Client acknowledges that it may receive influencer contact details and other personal information from Cision as part of Company Data, and that it may use those details to contact influencers. To ensure that appropriate privacy information is made available to influencers, Client will identify Cision as a source of personal data in Client's publicly facing privacy policy and will provide a link to Cision's privacy policy at www.cision.com/us/legal/privacy-policy/. Such notice will take substantially the following form: "[Client] obtains contact details and other personal information regarding media contacts and influencers from a variety of sources including Cision. If you wish to know more about how such information is collected and used, please refer to Cision's privacy notice at www.cision.com/us/legal/privacy-policy/."

(D) Client agrees not to modify, create derivative works of, translate, reverse engineer, decompile, or disassemble the Platform or the Services or otherwise recreate or gain access to the source code.

2.4 Removal of Content. Company does not pre-screen or review any Content. If Company is required by a third party to remove Content, or receives information that Content provided to Client may violate Applicable Law or third-party rights, Company will remove such Content from the Platform and may notify Client and in such event, Client will promptly remove such Content from its systems.

3. RIGHTS AND LICENCES

3.1 Reservation of Rights. No licence or other rights in the Platform or any Content are granted to Client hereunder, and all rights not expressly granted to Client herein are expressly reserved to Company or its licensors, as applicable. Company Data is and shall remain the intellectual property of Company and is licenced to the Client hereunder as Content. ThirdParty Content is and shall remain the intellectual property of the underlying author and/or provider and is subject the copyrights of the underlying author and/or provider.

3.2 Client Data. Client represents and warrants that (i) it has valid title or licence to all Client Data, (ii) it has all rights necessary to grant Company the rights set forth in this Agreement, and (iii) that Client Data will not contain any content that is obscene, libelous, slanderous or otherwise defamatory, false or misleading or that violates any copyright, right of privacy or publicity or other right of any person or party. Subject to the provisions contained in the Data Processing Schedule, Client grants Company and its Affiliates a worldwide, non-exclusive, royalty-free licence to use, host, copy, distribute, perform, transmit, display and prepare derivative works of the Client Data solely for the purpose of providing the Platform or Services. Company may use information regarding Client's use of the Platform for its own internal business purposes, including but not limiting to monitoring and improving the Platform. Subject to the limited licences granted herein, Company acquires no right, title or interest from Client or its licensors under this Agreement in or to any Client Data. Company reserves the right to remove Client Data containing any information that Company determines in its sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or that violate any party's intellectual property or this Agreement. The Client is responsible for ensuring that any processing of personal data by or using the Platform complies with Applicable Law.

3.3 Company Affiliates and Third Parties. Subject to the provisions contained in the Data Processing Schedule, Company may share Client Data with its Affiliates or third parties that work on Company's behalf or provide services to Company in relation to Company's provision of the Platform to Client, including but not limited to necessary hardware, software, networking, storage, and technologies required to run the Platform, provided those parties are subject to confidentiality restrictions regarding Client Data no less than those enumerated in Section 6 of this MSA. Client hereby consents to such use of Client Data by Affiliates and third parties. Client acknowledges and agrees that Client Data may be transferred to, stored in, or accessed from outside the United Kingdom solely in order to provide the Platform or for Company to fulfill its obligations under this Agreement. Company shall, in providing the Platform or Services, comply with its privacy policy available at www.cision.com, or such other Web site address made publicly available.

4. HOSTING/AVAILABILITY AND SUPPORT

4.1 Hosting/Availability. Company shall host and maintain the Platform on its servers. The Platform will maintain an average availability of no less than 99.5%, as measured on a monthly basis, excluding downtime caused by (1) scheduled maintenance performed between the hours of 12:00 AM and 6:00 AM Eastern Time; (2) emergency maintenance; and (3) Force Majeure (as described in Section 12.3). Access to the Platform may be available during scheduled maintenance periods, but performance may be slower than normal.

4.2 Client Data Deletion. During the Term, Client may export or download Client Data as provided in the Documentation. After termination or expiration of this Agreement, Company will have no obligation to maintain or provide any Client Data or other Content to Client, and will thereafter delete or destroy all copies of Client Data (other than Client Personal Data, as defined in the Data Processing Schedule) in its systems or otherwise in its possession or control as provided in the Documentation or as Company routinely does such deletions and destructions in the ordinary course of its business, unless legally prohibited from doing so. The deletion of Client Personal Data shall be governed by the provisions contained in the Data Processing Schedule.

4.3 Support. During the term of this Agreement, Company shall provide technical support to Users to assist Client with troubleshooting, error correction and use of the Platform via a telephone help line or email during the hours of 7:00 AM through 6:30 PM GMT/BST, Monday through Friday (unless otherwise set forth on an Order Form or as provided locally in a country other than the UK) except for Company's regular business holidays. Client will have unlimited access to Company's online product support center.

5. REPRESENTATIONS AND WARRANTIES

5.1 Authorization and Compliance. Each Party represents and warrants that the undersigned individual has full authority to (1) execute this Agreement on behalf of his/her respective Party; and (2) bind his/her respective Party to this Agreement. Both Parties agree to comply fully with all relevant laws, including the export laws and regulations relating to use of the Platform in its place of business, regardless of country or jurisdiction.

5.2 Warranties. Company warrants that the Platform will: (1) perform substantially in accordance with the applicable Documentation; and (2) be available to Client in accordance with the service level standards set forth. Company further represents and warrants that any Services will be performed in a professional and workmanlike manner consistent with industry standards and best practices.

5.3 Client's Systems. Client is solely responsible for its own computer networks, systems, hardware, and software, including the storage, security, and preservation of its own data. Storage and use of any downloaded Content is solely at Client's own risk.

5.4 Data Protection. Each party represents and warrants that it shall comply with its respective obligations contained in the Data Processing Schedule available at: <https://www.cision.com/legal/customerdpa/>

5.5 Disclaimers.

(A) THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE (INCLUDING NON-INFRINGEMENT), AND ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. COMPANY MAKES NO WARRANTY THAT THE PLATFORM AND SERVICES OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE.

(B) COMPANY DOES NOT MAINTAIN OR CONTROL THIRD-PARTY CONTENT OR THE CONTENT OF OTHER WEBSITES THAT MAY BE MADE AVAILABLE VIA THE PLATFORM, SERVICES, OR WITHIN REPORTS AND IS NOT RESPONSIBLE FOR THE AVAILABILITY, COMPLETENESS, TIMELINESS, FACTUAL ACCURACY, OR NONINFRINGEMENT OF SUCH CONTENT. CONTENT IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. CLIENT ACKNOWLEDGES THAT COMPANY AND/OR THIRD-PARTY SOURCES MAY CHOOSE AT ANY TIME TO PROHIBIT THEIR CONTENT FROM BEING ACCESSED UNDER THIS AGREEMENT.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] OF LIABILITY

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8. TERM AND TERMINATION

8.1 Auto-Renewal. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring Service Term or one (1) year (whichever is shorter), unless either Party gives the other written notice of non-renewal at least ninety (90) days before the end of the then-current Service Term. The fees for each renewal period shall automatically increase by 5% unless (1) the pricing in the prior Service Term was promotional or one-time; (2) Client subscribes to different and/or additional services; or (3) unless otherwise agreed to by the Parties in an Order Form. Discounts may not carry over from year to year.

8.2 Suspension of Service by Company. In addition to those conditions, rights, and remedies set forth in this Agreement, Company may suspend access to the Platform under any Order Form if, in Company's reasonable determination: (1) Client fails to pay an undisputed invoice within ten (10) days after Company gives Client notice of such failure (which may be by email or telephone); (2) Client's use of the Platform or Content violates Applicable Laws; (3) Client fails to use the Platform in accordance with this Agreement; (4) Client's use of the Platform degrades performance of the Platform, or results in excessive bounce-backs, SPAM notices or requests for removal from mailing lists by recipients; or (5) there are repeated complaints of Client posting or uploading material that infringes or is alleged to violate the intellectual property rights of any person or entity. Company will provide notice (which may be by email) of such suspension; and when commercially possible, will work in good faith with Client to help Client resolve the issue causing the suspension so that access to the Platform may be restored.

8.3 Refund or Payment on Termination. If this Agreement is terminated by Client due to the Company unremedied material breach, Company will refund Client any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Company due to Client's unremedied material breach, Client will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve Client of its obligation to pay any fees due or payable to Company for the period prior to the effective date of termination.

8.4 Effect of Termination. Upon any expiration or termination of this Agreement: (1) Client's right to use the Platform shall cease, and Company shall have no further obligation to make the Platform available to Client; (2) except as otherwise expressly stated herein, all rights, licences and/or access granted to Client under this Agreement will immediately cease; and (3) Client shall return, delete or destroy any Content and shall certify in writing to Company that it has done so.

9. MEDIA DATABASE SERVICES TERMS

9.1 Rates. This section sets forth the terms and conditions governing Client's use of Company's proprietary database that contains media profiles and associated information ("Database Data") and is a subset of Company Data.

9.2 Licence. Client may allow its Users to access and use the Database Data to create and download lists of media outlet information, distribute press releases or similar information via the Platform, and attach its own personal notes to Database Data. Users may also integrate their own

email account into the Platform in order to view email correspondences sent outside of the Platform with contacts found in the Database Data. Integration is subject to User consent. To the extent that a User authorizes such integration, Client accepts and agrees that Company or its third-party service providers will search, index, copy email messages from an integrated email account, and store and display those email messages within the Platform, solely for Client's use. Client also acknowledges that emails are visible to all Users of Client's instance of the Platform. Client is responsible for ensuring that integrating Users' separate email service with the Platform complies with Client's own internal policies and procedures, including but not limited to any information security and data protection policies and procedures. Users' email account(s) and all related email text and content are "Client Data." Client will not: (1) remove any proprietary notices, graphics, or text contained in or on the Database Data or on any downloaded lists; (2) make the Database Data or any downloaded lists available to non-Users, unless otherwise permitted under this Agreement; (3) incorporate or use the Database Data in any resale process, including a press release distribution service, unless otherwise permitted under this Agreement; or (4) use Database Data in a manner that would violate any Applicable Law.. Client is responsible for ensuring that any individual whom Client contacts via the Platform using contact information acquired other than through the Platform has either (A) given prior consent; or (B) can be contacted by Client in accordance with Applicable Law. CLIENT UNDERSTANDS AND ACCEPTS THAT BY PROVIDING THE MEDIA DATABASE, COMPANY DOES NOT REPRESENT THAT IT HAS RECEIVED OPT-INS OR CONSENTS ON BEHALF OF CLIENT AND IT IS CLIENT'S SOLE RESPONSIBILITY TO BE COMPLIANT WITH APPLICABLE LAWS IN CONTACTING THE INDIVIDUALS IN THE DATABASE. UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, DOWNLOADING, REPRODUCTION, REDISTRIBUTION, OR REPUBLICATION OF THE DATABASE DATA IS AT CLIENT'S OWN RISK. COMPANY AND ITS THIRD-PARTY PROVIDERS WILL NOT BE LIABLE FOR CLIENT'S SUBSEQUENT USE OR DISTRIBUTION OF THE DATABASE DATA.

9.3 Twitter Data. Certain Database Data may be provided by Twitter ("**Twitter Data**"), and by using such Twitter Data, Client agrees to the Twitter Terms of Service located at www.twitter.com or such other terms that Client has entered into with Twitter directly ("**Twitter TOS**"). If Client uses the Platform to create content for or post content to the Twitter service, then Client agrees to be bound by the Twitter privacy policy located at www.twitter.com ("**Twitter Privacy Policy**"), and the Twitter Rules located at www.twitter.com ("**Twitter Rules**"). Company may immediately terminate Client's access to and continued retention of Twitter Data if Company or Twitter reasonably believes that Client is not in compliance with the Twitter TOS, Twitter Rules or Twitter Privacy Policy.

9.4 YouTube Data. Certain Database Data may be provided by YouTube ("**YouTube Data**"), and by using such YouTube Data, Client agrees to be bound by the YouTube Terms of Service located at <https://www.youtube.com/t/terms> or such other terms that Client has entered into with YouTube directly ("**YouTube TOS**"). Company may immediately terminate Client's access to and continued retention of YouTube Data if Company or YouTube reasonably believes that Client is not in compliance with the YouTube TOS.

10. MEDIA MONITORING SERVICES

10.1 Queries. This section sets forth the terms and conditions governing Company's or its Affiliates' provision and Client's use of the media monitoring service (the "**Monitoring Service**"). Company will monitor sources for mentions of words or phrases specified by Client (each word or phrase a "**Client Query**"). Company reserves the right, in its sole and absolute discretion, to refuse to undertake any Client Query that Company reasonably deems improper or unlawful, or such query would result in a large number of results that would degrade the performance of the Platform.

10.2 Services and Rates. Based on Client Queries, the Monitoring Service may contain information from the following available sources: (1) print, (2) internet, (3) social media, (4) images, and (5) broadcast monitoring (collectively, the "**Materials**"). Information provided through broadcast monitoring, including without limitation, podcasts, television, and radio, shall also be referred to as "**Broadcast Content**." Materials provided through the Monitoring Service constitute Content and are provided "AS IS." Company may charge Client for news monitoring based on Volume Bands.

“Volume Bands” means the agreed maximum number of news clips per month for the Monitoring Services as forth in the Order Form. If no Volume Band is specified on the Order Form, Company’s fair use policy restricts Client from receiving more than 100 clips per month. If the average volume of news clips per month exceeds the applicable Volume Band then the parties will, acting in good faith, negotiate a revised Volume Band and corresponding fees to apply through to the end of the Term. If the parties are unable to agree a revised Volume Band and fees, Company may either (a) restrict the Services to bring the number of news clips within the Volume Band; (b) amend the Volume Band and related fees to reflect an appropriate Volume Band, based on such excess Volume Band, that will apply to the remaining Term; or (c) terminate this Agreement, upon written notice to Client. If in any month during the Term, the Client receives or is likely to receive over 250% over its Volume Band, Company shall have the immediate right, upon notification to Client, to either (a) restrict the Services to bring the news clip volumes within the applicable Volume Band; or (b) increase the charges for that month.

(A) **UK Print Media Monitoring Services.** Company takes no responsibility and assumes no liability for the obligations of Third-Party Content received via the Platform. Client acknowledges and agrees that Company is only acting as a passive conduit for online distribution and publication of Materials from a third party. Client may be required to agree to a third party’s terms of use in connection with its use of Materials.

(B) **US and International Print Monitoring Services.** For international print media monitoring services, Company may charge a fixed fee as set forth on the applicable Order Form as well as a variable charge for delivery of certain articles, as set forth on the applicable Order Form. Items delivered to Client cannot be used as evidence in legal proceedings, in political activities or for any public display including, but not limited to, marketing, advertising, endorsement, publicity, and educational exhibition. Certain items delivered to Client via the Platform may only remain on Company’s servers for a limited period of time pursuant to Company’s agreements with its thirdparty providers. After expiration of that time, those copyrighted items may not be available for retrieval from the Platform.

(i) **Canadian Monitoring Services.** Canadian Content is subject to additional terms and restrictions as set forth below:

- a. Client must make its Users, and any person who is given access to the Materials, aware of the restrictions on use of and access to the Materials (as described or referred to in this Agreement) before giving such persons access to the Materials.
- b. For Materials for which distribution rights are administered by third-party licensors (including Company’s Affiliate, CNW Group Ltd.), the licensing rights and authorizations granted under this Agreement are deemed to have been granted directly by such licensors. Client authorises Company and its Affiliates to transfer to such third-party licensors all relevant information about this Agreement and Client’s use of the Platform and Services. Such third-party licensors and underlying copyright owners shall have the benefit of Company’s rights and protections hereunder with respect to applicable Content.
- c. In some circumstances, certain Materials may only be available if Client enters into a direct copyright licence with and/or pays direct licence fees to the applicable licensor (even if those Materials are specifically referred to in this Agreement or in an Order Form). In addition, certain Services or Materials may have threshold limits based on the Parties’ agreed estimate of Client’s usage, as indicated on an applicable Order Form. Company reserves the right to conduct periodic actual usage audits to determine Client’s actual volume. If Client’s audited volume exceeds the tier applicable to its usage, Company will cease providing Content above such volume, and determine what Content to deliver in its sole discretion.
- d. Without limiting the generality of sub-section (c.) above, Company provides certain Materials to Client through its Affiliate and licensing rights manager, CNW Group Ltd. (“CNW”). To enable these Materials to be provided in compliance with underlying copyright licenses, the Materials are subject to licensing terms set out at <http://cnw.en.mediaroom.com/cnw-content-licensing-terms> (the “CNW Terms”). In return for the Materials being made available through Company, Client agrees that the CNW Terms

constitute a separate binding agreement between Client and CNW, and that CNW has the right to assert its rights and enforce the CNW Terms directly on its own behalf. The CNW Terms are hereby incorporated into this Agreement by reference.

(C) **Internet News Monitoring Services.** News monitoring charges consist of a fixed fee based on the number of media categories Company tracks and/or Client's estimated article volume. Tiered fees, if set forth on an Order Form, are based on an estimate of Client's usage. Company reserves the right to conduct periodic actual usage audits to determine Client's actual article volume. If Client's audited volume exceeds the tier applicable to its estimated usage, Company will invoice Client for the overage amounts.

(D) **News Monitoring with LexisNexis.** Company provides certain Materials to Client through a partnership with LexisNexis, a division of Reed Elsevier Inc. ("**LN**") via the Platform, and Content provided through this partnership is provided "AS IS." LN-provided Content is subject to the LexisNexis Terms and Conditions, available online at <http://www.lexisnexis.com/terms/general.aspx> and incorporated into this Agreement by reference or such other terms that Client has entered into with LN directly ("**LN Terms**"). The LN Terms shall be deemed modified to the extent necessary to permit access to the LN-provided Content through the functionality of the Platform. Client is prohibited from accessing and using LN-provided Content unless Client has consented to the LN Terms. The LN Terms constitute a separate binding agreement between LN and Client, and LN has the right to assert and enforce the LN Terms directly on its own behalf. Company takes no responsibility and assumes no liability for the obligations of LN as well as any LN-provided Content accessed via the Platform. Client agrees that Company is only acting as a passive conduit for online distribution and publication of LN-provided Content that has been ordered by Client from LexisNexis. LN's consent to the terms of this Agreement shall be evidenced by providing Client with the means to access the LN-provided Content. LN Content may be provided as part of or separately from the Monitoring Service.

(E) **Quickshare via LexisNexis Publisher.** Company provides certain content sharing capabilities of LN-provided Content ("**Quickshare**") to Client through a partnership with LN via the Platform, but only if Client subscribes to such Quickshare service. Client is permitted to publish or distribute LN-provided Content internally to the specified number of recipients listed on the Order Form through daily newsletters, email transmission, and/or through Client's intranet. For purposes of this paragraph, "internal" includes Client and its Affiliates.

(F) **Social Media Monitoring Services.** In conjunction with its partners, Company provides social media monitoring services directly by email and via the Platform. Social media monitoring charges consist of a fixed fee based on the number of media categories that Company tracks and Client's article volume. This fee is tiered based on the Parties' agreed estimate of Client's usage. Company reserves the right to conduct periodic actual usage audits to determine Client's actual volume. If Client's audited volume exceeds the tier applicable to its usage, Company will cease providing Content above such volume, and determine what Content to deliver in its sole discretion. Company may need administrative access to Client's social media platform(s) in order to provide social media monitoring services.

(i) Certain Content may be provided by Twitter ("**Twitter Data**"), and by using such Content Client agrees to the Twitter Terms of Service located at www.twitter.com or such other terms that Client has entered into with Twitter directly ("**Twitter TOS**"). If Client uses the Platform to create content for or post content to the Twitter service, then Client agrees to be bound by the Twitter privacy policy located at www.twitter.com ("**Twitter Privacy Policy**"), and the Twitter Rules located at www.twitter.com ("**Twitter Rules**"). Company may immediately terminate Client's access to and continued retention of such Content if Company or Twitter reasonably believes that Client is not in compliance with the Twitter TOS, Twitter Rules or Twitter Privacy Policy.

(ii) Certain Content may be provided by YouTube ("**YouTube Data**"), and by using such YouTube Data, Client agrees to be bound by the YouTube Terms of Service located at <https://www.youtube.com/t/terms> or such other terms that Client has entered into with YouTube directly ("**YouTube TOS**"). Company may immediately terminate Client's access to and

continued retention of YouTube Data if Company or YouTube reasonably believes that Client is not in compliance with the YouTube TOS.

(G) **Image Monitoring Services.** Company may provide, if and as ordered, either physical Reports or dashboards available through the Platform, which measure the reach and impact of certain images. Images are either provided by Client or identified by Client to Company and retrieved by Company, and all such images are considered Client Data hereunder. Company may need administrative access to Client's social media platform(s) in order to provide image monitoring services, and Client agrees to provide such access, if required and requested by Company. Client remains responsible for compliance with the terms of use or terms of service for any and all social media platforms utilised in the provision of image monitoring services.

(H) **Broadcast Monitoring Services.**

(i) Company provides Broadcast Content through a partnership with a third-party provider. Notwithstanding anything in this Agreement to the contrary, Client and Users may: (1) search for and retrieve video and audio streams, (2) edit clips for storage on, and retrieval from, the third-party provider's servers via the tools provided, (3) use the Broadcast Content only for Client's internal, professional use and the purposes of private, non-commercial criticism, comment, news reporting, teaching, scholarship, or research; (4) distribute the Broadcast Content only within Client's organisation in digital copy or link distribution through e-mail, as permitted by the third party's software; (5) not publicly distribute, broadcast, transfer, display, or otherwise publicly exhibit any part of the Broadcast Content by any means, including posting clips to a public Web site on the Internet; (6) not resell, redistribute, download, or store Broadcast Content, other than as permitted in this Section; and (7) not create derivative works from, copy and paste links, resell, reverse engineer or otherwise redistribute to third parties the Broadcast Content or the third party's software. Client and Users must use best efforts to prevent unauthorised copying or distribution of the Broadcast Content.

(ii) Company provides Client with information on subjects that Client selects from broadcast sources, and Broadcast Content is provided "AS IS." Company does not commit to provide specific stations. Further, restrictions may be imposed on the length of the clips, how long they remain available on the third-party servers, the number of times they may be played, or other similar functional characteristics. Included stations and restrictions are typically determined by the third-party providers based on such factors including but not limited to laws, regulations, and the availability of licences, and restrictions may change during the Term. NOTWITHSTANDING THE FOREGOING, CERTAIN BROADCAST CONTENT OR FUNCTIONALITY MAY NOT BE AVAILABLE IF SUCH BROADCAST CONTENT OR FUNCTIONALITY IS OR BECOMES RESTRICTED BY THE CREATOR OR THIRD-PARTY PROVIDER OF SUCH BROADCAST CONTENT OR FUNCTIONALITY, OR BY LAW OR BY REGULATION.

10.3 Usage.

(A) Client can access the text (or portions of the text) and video clips containing the Client Queries within the Platform or Reports. Using the Platform functionality, Client may e-mail text and/or hyperlinks viewable within the Platform to Client's employees, agents, contractors or customers (in the case of agencies who use the Platform on behalf of a customer) ("**Allowed Recipients**") solely for use in relation to Client's or Client's customer's (in case of agencies who use the Platform on behalf of a customer) internal business purpose.

(B) Unless otherwise authorised in this Agreement, neither Client nor Allowed Recipients may (a) resell any text or video clips supplied hereunder (including any portion thereof); or (b) distribute or transfer, by any means whatsoever, any text or video clips received via the Platform (or copies thereof), to any person, organisation or institution other than Allowed Recipients. Client warrants that text or video clips provided to Client through the use of the Platform will not be resold, republished or otherwise systematically distributed to third parties in any form, including but not limited to via an intranet, extranet or internet site. Notwithstanding anything to the contrary in this Agreement, Client may, via the Platform, post, in electronic format, text, reports or the like, received via the Platform to an intranet site for access and use solely by Allowed Recipients.

(C) Client acknowledges and agrees that in providing the Monitoring Service and Content, Company is not responsible for the substance, text or subject of any such Content.

(D) Client acknowledges and agrees that the Content monitored by Company is subject to copyrights owned by third parties. Company does not imply, represent or warrant, by virtue of supplying information incorporating Content, that Company holds or grants any licence to use any text, video clips or graphics provided, including news mentions or links to such mentions. Client's use of any text, video clips or graphics provided hereunder, other than in accordance with the terms set forth herein, shall be at Client's sole risk and expense. All items are protected by copyright owned by the copyright owner or licensor.

(E) Client's use of Content may be subject to restrictions imposed by one or more third-party copyright owners, and Client agrees that it shall comply with any such restrictions.

(F) Company does not represent or warrant that any specific source will be monitored by Company or represent that any amount of Content will be delivered through the Platform. Company reserves the right to change the sources that it monitors at any time. Certain sources may limit Client's ability to view content or access links through the Platform. Client agrees that it shall comply with any such restrictions.

(G) If Client has access to the Monitoring Service and receipt of Content from the Newspaper Licensing Agency ("**NLA**") or Copyright Licensing Agency ("**CLA**"), or any other licensed provider of content including broadcasters, the CLA, the NLA, publishers and partners (collectively, a "Copyright Body" or "Copyright Bodies"), then Client shall comply with the following:

- (i) It is Client's responsibility to obtain any additional licences required from any Copyright Body as a result of any use of the Services. Client shall notify Company immediately of any changes or cancellations to its licences required hereunder. And Client shall indemnify, defend, and hold Company harmless from any liability resulting from Client's failure to comply with this Section 3.3.(G).
- (ii) Client shall comply with the terms of any necessary or appropriate licences for its use of Content and any other information appearing within the Services.
- (iii) Unless licensed by the relevant Copyright Body or copyright owner, Client shall not:
 - (1) further reproduce, copy (including electronically), distribute, display, sell, publish, broadcast, circulate, deliver or transmit Content (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; or
 - (2) use E-Fax software and/or equipment to receive Content.
- (iv) Client will destroy all Content in respect of which Client has been notified directly or indirectly by the relevant Copyright Body as potentially or actually causing legal liability to third parties. Client will treat such notices as confidential.
- (v) To the extent that Client requires an electronic service then Client must:
 - (1) limit the access to Content for its own use to Users only;
 - (2) obtain an NLA licence if the service relates to print or digital content for which the NLA has responsibility, and produce evidence of such licence to Company at its request;
 - (3) obtain a CLA licence if the service relates to print or digital content for which the CLA has responsibility, where the Client accesses any individual digital cutting more than once (whether by the access of multiple Users or one User making multiple accesses or otherwise);
 - (4) not store Content in electronic form as part of any library or archive of information; and
 - (5) provide a statement at Company's request, setting out the number of Users and confirming that Content supplied has not been dealt with or used other than by Users.
- (vi) All Content, transcripts, recorded material, article summaries and translations are supplied for the internal use of Client and shall not be reproduced, circulated, resold or copied (whether in whole or in part) without Client obtaining the prior written approval where relevant of the copyright holder or broadcast authority.

- (vii) Client hereby acknowledges that Company may be required under the terms of the licences that it has signed with the relevant Copyright Bodies to provide the Copyright Bodies with the contact details and certain additional information of any Client to whom the Services are supplied. Accordingly, Client hereby consents to the provision to the relevant Copyright Body of Client's name, address and other necessary information including, in the case of the NLA, the date on which delivery started, together with a description of the service (electronic or hard copy), and in the case of electronic delivery the number of Users and the number of times each Content was viewed by Users. The Copyright Bodies may contact Client directly using the information supplied in these circumstances.
- (viii) For the avoidance of doubt, Company shall not be responsible for obtaining any of the consents for Client referred to in this Section 3. Client agrees to indemnify and keep Company indemnified in respect of loss or expenses (including without limitation legal expenses) becoming payable or incurred by it by reason of any third-party claim or suit arising from any alleged failure of Client in this regard.
- (ix) Company will remain entitled to payment for all Content delivered whether or not Client has accessed the Content and shall not be responsible or liable for any loss suffered by Client in relation to any Content which has been deleted.
- (x) Both Parties acknowledge that if Company becomes aware that Client is involved in unlicensed activities, Company is obliged to notify the relevant Copyright Body and cease to provide the Services to Client unless or until Client has obtained an appropriate licence from the relevant Copyright Body.

(H) UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, DOWNLOADING, REPRODUCTION, REDISTRIBUTION, OR REPUBLICATION OF THE CONTENT AND COMPANY DATA IS SOLELY AT CLIENT'S OWN RISK. COMPANY AND ITS THIRD-PARTY PROVIDERS WILL NOT BE LIABLE FOR CLIENT'S SUBSEQUENT USE OR DISTRIBUTION OF THE CONTENT OR COMPANY DATA.

10.4 Additional Representations and Warranties.

- (A) Print and Internet Monitoring. ALTHOUGH COMPANY WILL MAKE EVERY EFFORT TO PROVIDE A COMPLETE AND RELIABLE MONITORING SERVICE, IT CANNOT GIVE CREDIT

FOR MISSED OR INCORRECT ARTICLES. COMPANY MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, REGARDING THE ORIGIN, ACCURACY, CORRECTNESS, COMPLETENESS, SUBJECT MATTER, CONTENT, OR EDITORIAL APPROACH OF ANY CONTENT, OR THE QUALITY OF SCANNED MATERIALS.

- (B) Broadcast Monitoring. COMPANY CANNOT MAKE REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OF BROADCAST CONTENT OR TELEVISION TEXT BECAUSE IT USES CLOSED-CAPTIONING OF PROGRAMS, WHICH IS NOT ALWAYS IDENTICAL TO THE LITERAL TRANSCRIPTION OF A BROADCAST. CLIENT ACKNOWLEDGES THAT CLOSED-CAPTIONING IS SUBJECT TO OCCASIONAL CAPTION ERRORS, MISSPELLINGS, AND GARBLING.

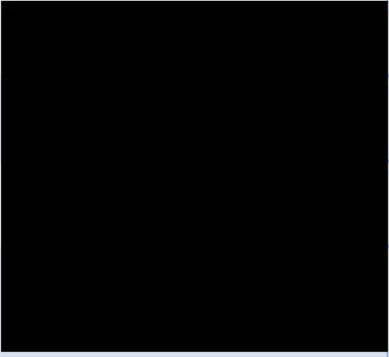
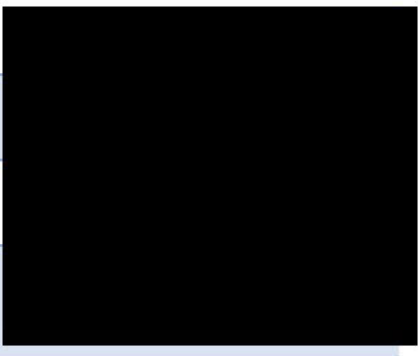
- (C) Social Media Monitoring. SOCIAL MEDIA MONITORING SERVICES ARE PROVIDED TO CLIENT "AS-IS." COMPANY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND AND NATURE CONCERNING THE SOCIAL MEDIA MONITORING SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT. SPECIFICALLY, COMPANY DOES NOT WARRANT THAT THE SOCIAL MEDIA MONITORING SERVICES WILL BE ERROR FREE, COMPLETELY SECURE, OR OPERATE WITHOUT INTERRUPTION.

11. Reports

Use of Reports. Reports may include data from third-party sources, Supplier's analysis of thirdparty sources, and excerpts, summaries of, and/or links to third-party sources. For the avoidance of doubt, Supplier will not translate full articles nor distribute the full text of articles to Customer unless licensed to provide such content. Supplier grants to Customer a non-exclusive, limited license to use, reproduce, display, perform, distribute copies of, and prepare derivative works of the Reports for use solely within the Customer's organization in connection with its ordinary course of business. Customer agrees that it will not publish, sell, distribute, or provide, in full or part, the Reports to any third party without the prior written consent of Supplier, and in no event may Customer publish, sell, distribute, copy, or reproduce, in full or part, any content from third-party sources contained in a Report or otherwise provided to Customer by Supplier. Customer agrees that (i) Supplier owns the content it contributes to the Reports, (ii) Supplier may re-use its standard Report formats and templates for other customers, and (iii) Reports generally contain summaries and analysis of content from thirdparty sources, which content remains subject to the copyrights of the underlying author.

13. Data Protection



For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

[Buyer guidance: execution by seal / deed where required by the Buyer].

All corresponding documents are on Appendix One