



Mediapoint Service Commercial Terms

Special Terms

In this Agreement, the following terms have the following meanings:

PA	The Press Association Limited
Address	[REDACTED]
Company Number	[REDACTED]
Customer	Department for Business and Trade
Address	Old Admiralty Building, Admiralty Place, London, SW1A 2DY
Start Date	29 th March 2023
Fixed Term End Date	A [REDACTED]
Content Package (Select one option only)	[REDACTED]
Services	All the services provided by PA to the Customer under the applicable Content Package
Mediapoint Website	PA's 'Mediapoint' website located at [REDACTED] media, or any other URL notified to the Customer by PA from time to time
Mediapoint Material	The PA material made available in the following services on the Mediapoint Website: <ul style="list-style-type: none"> • News including Scotland, Northern Ireland and Ireland • Sport • Entertainment • Diary • Embargo
PA Material	All the material provided by PA to the Customer under the applicable Content Package
Delivery Method	Access to the Mediapoint Website by the Mediapoint Permitted Users only, using a secure authentication method provided to the Customer by PA
Mediapoint Permitted Users	Up to 20 individual user(s) (who are employees of the Customer) who may access the Mediapoint Material: <ol style="list-style-type: none"> 1. [REDACTED] TBC or as notified to PA by the Customer from time to time in writing (subject always to clause 3.1(a) of the Mediapoint Terms & Conditions).
Charges	[REDACTED]
Payment Method	BACS – Annually in Advance

1. Content Package

PA will provide one of the Content Packages to the Customer during the Term.

For the Mediapoint + Embargo' Content Package, these Special Terms and the Mediapoint Terms & Conditions apply.

2. Content Package

PA will provide the following services which together constitute the 'Mediapoint + Embargo' content package:

- (i) **Newswire** – Standard Mediapoint wire service
- (ii) **Diary** – Standard news diary access
- (iii) **Embargo** – Access to non-media embargo content
- (iv) **Contributions** – Standard contributions feature*

*Contributions feature provides functionality for Mediapoint Permitted Users to submit text contributions relating to PA articles. All contributions are reviewed by PA staff and inclusion in the newswire service is at PA's sole discretion based on editorial criteria.

3. PA Embargo Policy for non-media businesses

PA publishes a large amount of embargoed content from a range of sources. The Customer must comply with all embargoes, restrictions and advisories in relation to the Mediapoint Material, as listed below and as detailed in any embargo included in the Mediapoint Material:

- The Customer may only share embargoed material within their own business to seek comment and share information and recipients are responsible for taking all necessary steps to ensure that all third parties honour the embargo
- If embargoed material is shared, all labelling must be maintained
- Embargoed material must not be published, on any public platform

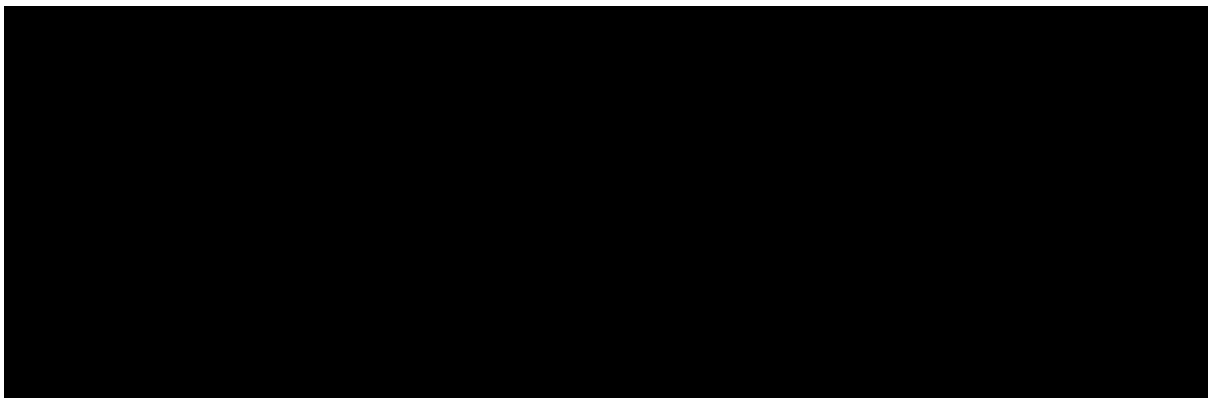
In any event, where the Customer does not comply with the PA Embargo policy or if obligations are breached, it is within PA's rights to remove the Customer's access to embargoed content. Removing embargo access under these conditions will not have any impact on any other terms of this Agreement (including, without limitation, the Charges).

4. Charges

The Customer will pay the Charges to PA in accordance with clause 5 of the Mediapoint Terms & Conditions. The Charges are payable by the Payment Method monthly in advance on the first day of each month during the Term, with the first such instalment payable on the Start Date (and where the Start Date is not on the 1st of the month the first instalment will be calculated pro-rata with reference to such part of the first month as falls within the Initial Term).

5. Email alerts

If any Mediapoint Permitted User submits a request via the Mediapoint Website search facility for specific Mediapoint Material to be delivered direct to such Mediapoint Permitted User, such Mediapoint Material will be delivered to such Mediapoint Permitted User by e-mail to the e-mail address of that Mediapoint Permitted User.



MEDIAPOINT TERMS & CONDITIONS**1 Background**

1.1 These Terms & Conditions apply to the provision of the Mediapoint service described in the Special Terms by The Press Association Limited (registered number 5946902) having its registered office at The Point, 37 North Wharf Road, Paddington, London W2 1AF ("**PA**") to the Customer. For the purposes of these Mediapoint Terms & Conditions "**Terms & Conditions**", the "**PA Group**" will mean PA (or any holding company of it) and each subsidiary (both "holding company" and "subsidiary" as defined in the Companies Act 2006) from time to time of PA (or any holding company of it). This "**Agreement**" will mean these Terms & Conditions together with the Special Terms and all Appendices.

1.2 For the purposes of these Terms & Conditions, the following terms will have the meanings set out in the Special Terms: "**Customer**", "**Delivery Method**", "**Charges**", "**Initial Term**", "**Notice Period**", "**PA Material**", "**Mediapoint Material**", "**Mediapoint Permitted Users**" "**Mediapoint Website**", "**Content Package**", "**Payment Method**", and "**Start Date**".

1.3 These Terms & Conditions will prevail in the event of any conflict between them and any other terms and conditions or between them and the Special Terms or any Appendices, except where otherwise expressly agreed in writing by the Customer and PA.

2 Supply

2.1 PA will supply to the Customer during the Term the Mediapoint Material by the Delivery Method (the "**Mediapoint Services**").

2.2 PA may at its sole discretion alter the Delivery Method so as to provide more effective or more efficient provision of the Mediapoint Material and the Mediapoint Services provided that PA will inform the Customer in advance of any alteration that will materially affect the Customer's business.

3 Licence

3.1 Subject to the Customer's compliance with its obligations and any restrictions set out in the Special Terms and in these Terms & Conditions, during the Term the Customer may use the Mediapoint Material (i) where the Customer is an individual, for the Customer's personal use only; and (ii) where the Customer is a company, for the Customer's internal use only, and in any event provided that:

- a. only the Mediapoint Permitted Users may access the Mediapoint Material. If the Customer requires access for any additional Mediapoint Permitted Users after the Start Date, access will be subject to the Customer paying additional charges. If the Customer wishes to reduce the number of Mediapoint Permitted Users, it must submit a written request to PA setting out the amount of the reduction at least three months before it wishes such reduction to take effect. If PA, in its sole discretion, accepts this request, it will inform the Customer in writing of the amount of the corresponding reduction in the Charges;
- b. the Customer may not include any Mediapoint Material on any Customer intranet (even if such intranet is only accessible to employees, consultants and officers of the Customer);

- c. Mediapoint Permitted Users may distribute printed versions of such Mediapoint Material to relevant employees, consultants and officers of the Customer;
- d. Mediapoint Permitted Users may not forward any Mediapoint Material to any other employee, consultant or officer of the Customer by electronic means except (i) to any other employee, consultant or officer who is himself/herself a Mediapoint Permitted User; and (ii) on an occasional basis where such Mediapoint Material is relevant to a particular employee, consultant or officer of the Customer or a particular group of employees, consultants and/or officers of the Customer;
- e. the Customer will be responsible for obtaining all consents required from each Mediapoint Permitted User to enable PA to retain any relevant details in its database. PA will not disclose such details to any third party outside the PA Group without the prior consent of the Customer;
- f. the Customer will not use the Mediapoint Material or the Services for any purpose except as expressly permitted in these Terms & Conditions; and
- g. the Customer will take all reasonable steps not to introduce any viruses or vulnerabilities into PA's network and information systems.

3.2 The Customer will indemnify and keep indemnified PA against all loss, damage and expense (including any legal and other professional expenses) incurred or suffered by PA howsoever arising (in whole or in part) from: (i) any use, reproduction or distribution by the Customer (or any person authorised or permitted by the Customer) of any part of the PA Material or the Services in a manner not authorised by these Terms & Conditions; (ii) any breach by the Customer (or any person authorised or permitted by the Customer) of clause 7 and/or clause 3.1(g) of the Mediapoint Terms and Conditions; and (iii) any material provided by the Customer which infringes any intellectual property rights or other proprietary rights of a third party, is defamatory, and/or constitutes an invasion of the privacy of a third party.

4 Intellectual Property Rights and Third Party Rights

4.1 The Customer agrees and acknowledges that: (a) all rights (including intellectual property rights) used or subsisting in the PA Material, including the manner in which the PA Material appears on delivery to the Customer, are the property of PA or the third party/parties which provide information/material used or contained in the PA Material to PA (or permit PA to access and obtain such information/material) (each a "**Third Party Provider**"); and (b) the PA Material is provided by PA on the basis that, if any Third Party Provider of any of the PA Material requests that the Customer enters into or abides by any licensing and/or other arrangement (including, without limitation, licences of intellectual property and/or other rights or arrangements allowing access to or use of any of the PA Material) (a "**Third Party Agreement**"), the Customer will enter into and abide by the terms of the relevant Third Party Agreement and will continue to pay any applicable licence or other fee(s) which may be payable in connection therewith.

4.2 The Customer agrees and acknowledges that PA is dependent on its Third Party Providers and that these Terms & Conditions and the provision of the PA Material is always subject to any arrangements (involving intellectual property

and/or any other rights or otherwise), restrictions or prohibitions imposed by any Third Party Provider of any of the PA Material, whether such arrangements, restrictions or prohibitions are imposed directly on PA in respect of its provision of the relevant PA Material to the Customer or on the Customer itself (under a Third Party Agreement or otherwise) and whether requested or imposed prior to, on or at any time after the Start Date.

4.3 PA may terminate or suspend the provision of any part of the PA Material if, in the reasonable opinion of PA, the Customer: (a) is in breach of or fails to pay any amount required to be paid under any Third Party Agreement; (b) fails to obtain, abide by or renew any Third Party Agreement; (c) challenges the validity of any of the rights (including intellectual property rights) of PA or any of its Third Party Providers; (d) challenges the validity of these terms & Conditions or any Third Party Agreement; or (e) acts in a manner which is inconsistent with the agreements and acknowledgments set out in clauses 4.1 and 4.2.

4.4 PA (or its Third Party Provider(s)) will, at its (or their) option, have the conduct of all proceedings relating to the enforcement of any rights (including intellectual property rights) in the PA Material. The Customer agrees to give full co-operation in relation to protecting such rights including taking any reasonable action in respect of such rights as requested by PA or any of its Third Party Providers, and PA or the relevant Third Party Provider(s) will pay the Customer's reasonable expenses in giving such co-operation. In the event of any conflict between the provisions of clauses 4.1 and 4.2 and any other provisions of these Terms & Conditions, the provisions of clauses 4.1 and 4.2 will prevail.

5 Charges

5.1 The Customer will pay the Charges via the Payment Method within 30 days of PA's invoice.

5.2 The Charges are exclusive of any applicable VAT or other sales taxes.

5.3 All amounts payable by the Customer to PA will be paid in full without set-off, deduction or other withholding of any amount which may be due to the Customer. Should the Customer be required by any law or regulation to make any deduction or withholding on account of tax or otherwise on any sum payable, the sum payable will be increased by the amount of such tax to ensure that PA receives a sum equal to the Charges.

5.4 Without prejudice to any other rights and remedies which PA may have and the Customer's continuing obligation to pay the Charges, if payment of the Charges is not received by PA on the due date, PA may withhold its provision of the PA Material and PA may charge interest on any overdue Charges from the due date until payment is received at a rate to be determined by PA not exceeding 4% above Lloyds Bank plc base rate for the time being, such interest to be calculated on a daily basis. In the event of non payment, we are entitled to employ the services of a third party debt agencies or issue court action to recover the debt incurred. You are liable for any costs incurred by us as a result of this.

6 Liability

6.1 Although PA will take all reasonable steps to ensure the accuracy and timely provision of the PA Material and the Services, neither PA nor any of its licensors warrants that either the PA Material or the Services will be free from error or uninterrupted or (as provision of the PA Material and the Services is subject to the availability of the necessary

information/material to PA) that specific items of information/material will be available.

6.2 PA does not accept any liability for failures or breakdowns in network connections and/or end-to-end connectivity across the Internet and/or performance problems experienced on any Internet or other networks outside PA's direct control.

6.3 No conditions, warranties or other terms (express or implied, including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to PA's provision of the PA Material or Services to the Customer or to the PA Material or Services except to the extent that they are expressly set out in these Terms & Conditions.

6.4 Except under the indemnity in clause 3.2 of these Mediapoint Terms & Conditions, clauses 1.4 and 3.15 of Appendix 1 and clause 3.2 of Appendix 2, neither party shall be liable under this Agreement for any loss of profits, loss of revenue, loss of or damage to goodwill, loss of contracts, loss of customers or any indirect, special or consequential loss (even if the party concerned has been advised of the possibility of such loss), provided that this exclusion will not preclude the PA from receiving any Charges due to it.

6.5 Except under the indemnity in clause 3.2 of these Mediapoint Terms & Conditions, clauses 1.4 and 3.15 of Appendix 1 and clause 3.2 of Appendix 2, each party's liability arising from or in connection with this Agreement and in relation to anything which the party concerned may have done or not done in connection with this Agreement (and whether such liability arises due to breach of contract, negligence or for any other reason) will be limited, in relation to all events or series of connected events occurring in any given year, to (in addition to any sums properly payable under these Terms & Conditions) an amount equal to the total Charges payable by the Customer to PA for that year (and provided that if a series of connected events spans more than one year, for the purposes of this clause they will all be treated as having occurred in the year in which the first of the series occurred).

6.6 Nothing in this Agreement shall limit either party's liability: (a) for fraud, (b) for death or personal injury caused by either party's negligence or that of its servants or agents, or (c) in relation to any other liability which cannot be excluded or limited by law.

7 Confidentiality and Data Protection

7.1 Each party agrees and undertakes that, both during and after the Term, it will keep confidential, will not use for its own purposes and will not without the prior written consent of the other party disclose to any third party (other than, in the case of PA, to any company in the PA Group) any information concerning the business and affairs of the other (including the terms (but not the fact) of PA's provision of the PA Material) which may become known to such party in connection with this service unless such information is public knowledge other than as a result of a breach of this paragraph, has been independently acquired from a third party without restriction on disclosure, or is required by law or any regulatory body or for the purposes of litigation by or against either party to be disclosed.

7.2 Each party agrees and undertakes that, in connection with the exercise of its rights and/or the performance of its obligations under this Agreement, it will take any action required by the other party to ensure compliance with the provisions of any data protection legislation having the force

of law in England (including, without limitation, the EU General Data Protection Regulation ((EU) 2016/679), as amended from time to time) ("**Data Protection Legislation**") including taking any technical and organisational procedures and measures necessary to ensure the security of any personal data.

8 Term and Termination

8.1 This Agreement may be terminated immediately by either party giving notice to the other if: (a) the other commits a material breach of this Agreement and, if such breach is remediable, it is not remedied within 21 days of receipt of notice requiring remedy; (b) the other ceases or threatens to cease to carry on trading; or (c) the other becomes insolvent or bankrupt or suffers any insolvency or bankruptcy related event in any applicable jurisdiction.

8.2 Termination of this Agreement will be without prejudice to any rights or liabilities of either party that have accrued prior to such termination.

9 General

9.1 All of the terms that have been agreed between the parties in relation to the supply and licensing of the PA Material and the Services are contained in this Agreement. No other terms will apply unless they expressly agree otherwise in writing. Each party acknowledges that it accepts these Terms & Conditions and it has not relied on any representation made by the other party that has not been set out in this Agreement.

9.2 No amendments to these Terms & Conditions will be effective unless in writing and signed by an authorised signatory on behalf of each party.

9.3 Neither party will be liable to the other under or in connection with this Agreement for any failures, interruptions, delays or other matters of a similar nature arising out of circumstances beyond its reasonable control. 9.4 Any notice required to be given under this Agreement will be in writing and will be delivered by hand or sent by FedEx or other similar international delivery service or, in the case of a notice sent within the UK, by first class or recorded post or, subject to the final sentence of this clause 9.4, sent by email to [REDACTED] or such other email address as PA informs the Customer of in writing from time to time. All notices will be delivered/sent to the address of the relevant party set out in this Agreement or such other address as the relevant party has notified to the other party in writing from time to time for this purpose and will be deemed to have been received (if delivered by recorded delivery or international delivery service) at the time of the delivery (as evidenced by signature) or (if sent

by post) at 9.00 am on the second **Business Day** (which is a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business) after posting or (if sent by email) at the time of transmission, or, if this time falls outside the hours of 9am – 5pm on a Business Day in the place of receipt ("**Business Hours**"), when Business Hours resume, unless the sender receives an "out of office" notification and/or a notification that such email has not been successfully delivered, in which case notice will be deemed not to have been served. Service of notice or other communication by email is not valid for any proceedings or other documents in any legal action or, where applicable, any method of dispute resolution.

9.5 Neither party will assign, sub-contract, sub-license or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party, not to be unreasonably withheld or delayed, save that: (a) PA may assign or transfer all or any of its rights or obligations to any PA Group company; and (b) PA may sub-contract the performance of its obligations (including without limitation to any company within the PA Group) provided that PA's liability for the performance of its obligations will not be affected.

9.6 The failure or delay by either party to enforce at any time any one or more of these Terms & Conditions will not be a waiver of such rights or any other rights.

9.7 The parties agree that for the purpose of Section 1(2) of the Contracts (Rights of Third Parties) Act 1999 no term of this Agreement will be enforceable by a third party.

9.8 If any provision of this Agreement is held to be void or unenforceable in whole or in part, this Agreement will continue in force in relation to the unaffected provisions and the remainder of the provision in question, and the parties will renegotiate the provision in good faith to achieve the same objects.

9.9 This Agreement will be governed by and construed in accordance with English law and each of the parties hereby submits to the jurisdiction of the English courts.

Appendix 1 – Shape The News

Media Outreach

1. Rights and Obligations

1.1 PA will provide:

- Access to the Media Outreach system as set out in the Special Terms;
- Functionality to distribute emails directly to journalist contacts to the limit of Media Outreach Emails set out in the Special Terms; -
- Option to purchase additional Media Outreach Emails during the term as agreed in writing between the parties;
- Access to online chat support on Business Days (as defined in clause 9.4 of the Mediapoint Terms & Conditions) between the hours of Monday 0001 to Friday 2359;
- Access to additional support in Business Hours (as defined in [REDACTED])

(together the “**Media Outreach Services**”).

- 1.2 The Customer may not download any data, information or materials from the Media Outreach Services platform (“**Media Outreach Data**”) unless otherwise agreed in the Special Terms. If the Customer is permitted in the Special Terms to download the Media Outreach Data, the Customer may only use the Media Outreach Data for internal use and the Customer shall not share (or permit the sharing of) the Media Outreach Data externally with other users or organisations.
- 1.3 Without prejudice to the generality of clause 7.2 of the Mediapoint Terms & Conditions, the Customer will (a) ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to PA for the duration and purposes of this Agreement; (b) comply with its obligations under applicable Data Protection Legislation in relation to its collection, processing and provision of personal data to PA in connection with this Agreement; and (c) provide PA with such co-operation and information as PA may reasonably request from time to time to permit PA to comply with its obligations under Data Protection Legislation.
- 1.4 The Customer will indemnify and keep fully indemnified PA, to the fullest extent permissible by law, against all claims, charges, demands, damages, liabilities and losses incurred or suffered by PA, and all costs and expenses (including but not limited to any reasonable legal and other professional fees and the cost of investigating, defending, prosecuting and satisfying any claim) reasonably incurred by PA, howsoever arising (in whole or in part) by reason of or in relation to:
 - 1.4.1 any third party claim that: (i) the Media Outreach Content (or any part thereof); or (ii) the use, reproduction or dissemination of the Media Outreach Content (or any part thereof) by PA (or any person authorised or permitted by PA) in accordance with this Agreement, infringes the rights (including the intellectual property rights) of any third party; and/or
 - 1.4.2 any breach by the Customer of clause 1.3 of Appendix 1.

For the purpose of this clause 1.4, “**Media Outreach Content**” means the written content, photographs, other promotional images (including any text embedded therein) and logos owned by the Customer or its licensors and provided to PA for use in connection with the Media Outreach Services by or on behalf of the Customer.

1. Licence

- 2.1 Subject to the Customer's compliance with its obligations and any restrictions set out in the Special Terms and in this Appendix 1, during the Term the Customer may use the Media Outreach Data (i) where the Customer is an individual, for the Customer's personal use only; and (ii) where the Customer is a company, for the Customer's internal use only (unless agreed otherwise in the Special Terms and in that case, only in accordance with any restrictions set out in the Special Terms for such usage), and in any event provided that:
 - a. only the Media Outreach Permitted Users may access the Media Outreach Data. If the Customer requires access for any additional Media Outreach Permitted Users after the Start Date, access will be subject to the Customer paying additional charges. If the Customer wishes to reduce the number of Media Outreach Permitted Users, it must submit a written request to PA setting out the amount of the reduction at least three months before it wishes such reduction to take effect. If PA, in its sole

discretion, accepts this request, it will inform the Customer in writing of the amount of the corresponding reduction in the Charges. The reduction in Media Outreach Permitted Users and corresponding reduction in the Charges will take effect at the beginning of the next Renewal Term at the earliest;

- b. the Customer may not include any Media Outreach Data on any Customer intranet (even if such intranet is only accessible to employees, consultants and officers of the Customer);
- c. Media Outreach Permitted Users may distribute printed versions of such Media Outreach Data to relevant employees, consultants and officers of the Customer;
- d. Media Outreach Permitted Users may not forward any Media Outreach Data to any other employee, consultant or officer of the Customer by electronic means except (i) to any other employee, consultant or officer who is himself/herself a Media Outreach Permitted User; and (ii) on an occasional basis where such Media Outreach Data is relevant to a particular employee, consultant or officer of the Customer or a particular group of employees, consultants and/or officers of the Customer;
- e. the Customer will be responsible for obtaining all consents required from each Media Outreach Permitted User to enable PA to retain any relevant details in its database. PA will not disclose such details to any third party outside the PA Group without the prior consent of the Customer;
- f. the Customer will not use the Media Outreach Data or the Media Outreach Services for any purpose except as expressly permitted in this Agreement; and
- g. the Customer will not, directly or indirectly reverse engineer, decompile, disassemble or otherwise attempt to discover the Media Outreach Services product or any associated software; modify, translate, or create derivative works based on the Media Outreach Services product or any associated software, or components thereof; extract or utilize any data from the Media Outreach Services product or any associated software (except as expressly contemplated by this Agreement); or remove any proprietary notices or labels; (ii) the Customer will comply with the terms and conditions of this Agreement; and (iii) the Customer will comply with all applicable laws and regulations regarding the use, transmission, handling, security and privacy of any Media Outreach Data.

- 2.2 PA reserves the right to cease supplying the Media Outreach Services on immediate written notice to the Customer in the event that PA's agreement with the Third Party Provider of the Media Outreach Services ceases for any reason. On cessation of the Media Outreach Services in accordance with this clause, PA will reduce the Charges by an amount it considers appropriate, acting reasonably, with effect from such cessation and refund the proportion of any Charges which have been pre-paid and which it considers, acting reasonably, is attributed to the Media Outreach Services only.

Press Release Distribution

3. Rights and Obligations

PA's Obligations

- 3.1 PA will provide:
 - Ten press releases distributed via PA wire and Explore
 - Press releases can have up to three images attached
 - Service support available Monday to Friday in the UK, 9am – 5pm.
 - Weekly coverage reports related to the press release distribution utilised by the Customer, which consists of:
 - Analytics on Explore website data
 - Analytics on email notifications from Explore platform
 - Info on online use of content using EzyInsights platform
- 3.2 The services described in clause 3.1 of Appendix 1 are the “**Distribution Services**”.
- 3.3 PA will provide the Distribution Services to the Customer during the Term.
- 3.4 Subject to clauses 3.5 and 3.7 of Appendix 1, PA will transmit/make available to PA's customers the Customer Content transmitted by the Customer to PA's Editorial System. “**Customer Content**” means the press releases or other written content, photographs, other promotional images (including any text embedded therein) and logos owned by the Customer or its licensors and provided to PA for use in connection with the Distribution Services by or on behalf of the Customer. “**PA's**

Editorial System means PA's editorial production system for receipt and distribution of content (as at the date of this Agreement, via PA's 'wire' service and/or the Explore Website or such other platform as elected by PA from time to time).

- 3.5 Notwithstanding clause 3.7 of Appendix 1, PA will not in any circumstances, have any responsibility or liability for the transmission, non-transmission, failure in transmission or partial transmission of any Customer Content from the Customer to PA's Editorial System.
- 3.6 PA will supply to the Customer as soon as reasonably practicable (in writing if necessary) any technical or other information necessary or reasonably required by the Customer to transmit the Customer Content to PA's Editorial System including any of PA's category codes, topic words, priority of transmission codes and routing/address codes relevant to the Customer Content, and any text or other formatting requirements relevant to the Customer Content.
- 3.7 The Customer agrees and acknowledges that, without prejudice to clauses 3.11 and 3.12 of Appendix 1, PA will be entitled to refuse to disseminate any part of the Customer Content which PA reasonably considers would, if transmitted/made available to PA Customers, damage the reputation or integrity of the Distribution Services, PA's Editorial System and/or PA (including, without limitation, by being obscene, racist, defamatory, contrary to any person's privacy or otherwise unsuitable for any reasonable and objective reason).
- 3.8 The Customer agrees and acknowledges that PA does not guarantee the number of PA Customers and that any of the PA Customers may decide and will be entitled to decide:
- 3.8.1 not to receive/have access to any or all of the Customer Content from time to time; and/or
- 3.8.2 to cease being a PA Customer.
- 3.9 The Customer will not be required to obtain any consents from PA's customers for dissemination of the Customer Content to PA Customers via PA's Editorial System unless any of the PA Customers have notified PA that they do not wish to receive/have access to any Customer Content.

Customer's Obligations

- 3.10 The Customer warrants that:
- 3.10.1 it has the right and authority to provide all the information/materials comprised in the Customer Content to PA for use in accordance with this Agreement and that no part of the Customer Content provided to PA violates or infringes upon any copyright, trademark or other intellectual property, proprietary, personal, privacy or other rights worldwide of any third party or contain any defamatory material; and
- 3.10.2 the material in the Customer Content complies with all applicable laws and regulations.
- 3.11 Without prejudice to clause 3.7 of Appendix 1, the Customer agrees and acknowledges that the transmission of the Customer Content from the Customer to PA's Editorial System is the Customer's responsibility and that, save as expressly provided otherwise in this Agreement, PA will not in any circumstances have any responsibility for or liability to the Customer or the Customer's customers in relation to:
- 3.11.1 the transmission, non-transmission, failure in transmission or partial transmission of any Customer Content from the Customer to PA's Editorial System (in accordance with clause 3.5 of Appendix 1), or
- 3.11.2 the accessing and use of any Customer Content by any PA Customers.
- 3.12 The Customer agrees that, subject to PA complying with its obligations in clause 3.6 of Appendix 1, it is the Customer's responsibility to:
- 3.12.1 include in all Customer Content transmitted from the Customer to PA's Editorial System all the relevant information to enable such Customer Content to be transmitted/made available to the relevant PA customers via PA's Editorial System including, without limitation, the relevant file number, category code, topic word, priority of transmission code and routing/address code;
- 3.12.2 ensure that the Customer Content is formatted in the correct text and style before transmitting such Customer Content to PA's Editorial System; and
- 3.12.3 comply with any other technical and related requirements/matters in respect of the Distribution

Services as notified to the Customer by PA in writing (including e-mail) from time to time.

- 3.13 The Customer agrees that it will be responsible for the acquisition, installation and maintenance of all equipment and software necessary to transmit the Customer Content from the Customer to PA's Editorial System and that it will use all reasonable endeavours to ensure (after consultation with PA) that such equipment and software is compatible with, and will not damage or otherwise impair the functionality and performance of, any relevant equipment and software of PA.
- 3.14 (a) The Customer will send the Customer Content which it wishes PA to distribute under this Agreement to PA at the times and in the upload format(s) and by the upload method(s) requested by PA. PA may at its sole discretion upon written (including email) notice to the Customer change the upload format(s) and/or upload method(s).
- (b) Subject to Customer's compliance with clause 3.14(a) of Appendix 1, PA will manage the upload of the Customer Content into PA's Editorial System. The Customer will have no right of access to the PA Editorial System.
- 3.15 The Customer will indemnify and keep fully indemnified PA, to the fullest extent permissible by law, against all claims, charges, demands, damages, liabilities and losses incurred or suffered by PA, and all costs and expenses (including but not limited to any reasonable legal and other professional fees and the cost of investigating, defending, prosecuting and satisfying any claim) reasonably incurred by PA, howsoever arising (in whole or in part) by reason of or in relation to:
- 3.15.1 any third party claim that: (i) the Customer Content (or any part thereof); or (ii) the use, reproduction or dissemination of the Customer Content (or any part thereof) by PA (or any person authorised or permitted by PA including any PA customer) in accordance with this Agreement, infringes the intellectual property rights of any third party; and/or
- 3.15.2 any other third party claim in relation to the use, reproduction or dissemination of the Customer Content (or any part thereof) by PA (or any person authorised or permitted by the PA including any PA Customer) in accordance with this Agreement.

4. Intellectual Property Rights and Licence

- 4.1 The Customer acknowledges that the copyright, database rights and any and all other intellectual property rights used or subsisting in the Distribution Services and all material of whatever nature contained in the Distribution Services, including the manner in which they are presented or appear (excluding the Customer Content) and all information and documentation relating thereto are and will remain the property of PA or its licensors.
- 4.2 PA acknowledges that the copyright and any and all other intellectual property rights used or subsisting in the Customer Content are and will remain the property of the Customer or its licensors.
- 4.3 Each party will take all reasonable steps to assist the other in protecting the other party's or the other party's licensors' intellectual property rights as set out in clause 4.1 or clause 4.2, of Appendix 1 as the case may be. Each party will, as soon as reasonably practicable after it becomes aware of any unauthorised use or infringement of the other party's or the other party's licensors' intellectual property rights, give the other full written particulars of such unauthorised use or infringement.
- 4.4 The Customer grants to PA a non-exclusive licence to: (a) host, publish, use and distribute the Customer Content in connection with the Distribution Services, and to allow PA's customers to download and publish the Customer Content; and (b) use extracts of the Customer Content (including without limitation the Customer's trade marks) in PA's marketing materials.

Appendix 2 – Make The News

Globelynx Services

1. Rights and Obligations

1.1 PA will provide the following:

- Email notifications to the Customer with daily news content plus additional breaking news alert email notifications through the day if PA considers it appropriate in its absolute discretion;
- Email notifications to the Customer with any requests from broadcasters which are applicable to the Customer; - Support to the Customer which consists of (i) Story matching consultation service; and (ii) Onboarding, support and mock interview sessions;
- The setting-up of up to a maximum of 3 experts on the 'Globelynx mobile contribution network' ("**Globelynx Network**"); and
- Opportunity for 1 of the Customer's experts per month to take part in a video-on-demand engagement with Globelynx, up to maximum of 12 such engagements per year; Each video-on-demand engagement includes:
 - 30-minute slot for 1 of the Customer's experts to be interviewed by a PA / Globelynx journalist on a hyper-relevant news story to create high quality expert content,
 - Final package 5–10 mins in length,
 - Delivered in multiple cutdowns and formats for social media, website,
 - video-on-demand interview package to be distributed via Globelynx and PA Media platforms and partner channels,
 - Reporting and constructive feedback from broadcasters and journalists to help develop experts.

1.2 The services described in clause 1.1 of Appendix 2 are the "**Globelynx Services**".

1.3 PA will provide the Globelynx Services: (i) using an appropriate number of suitably qualified and experienced personnel; (ii) in accordance with all applicable laws and regulations in force from time to time; and (iii) using all reasonable skill and care and exercising the skill, diligence, prudence, foresight and judgement that would reasonably be expected from a skilled person engaged in the same type of undertaking under the same or similar circumstances.

1.4 The Customer will: (a) co-operate with PA in providing the Globelynx Services; and (b) provide PA with any information and materials reasonably requested in connection with the performance of the Globelynx Services or which the Customer would like included within the Globelynx Services in a timely fashion and ensure that such information and materials are accurate and complete

2. Intellectual Property and Data Protection

2.1 As between the Customer and PA, all intellectual property rights and all other rights arising from or in connection with this Agreement including without limitation in the Raw Footage and the Footage and in the 'PA Video' portal, but excluding the Customer Materials, (the "**PA Materials**") shall be owned by PA. PA grants to the Customer a non-exclusive, worldwide, perpetual licence to: (a) use the PA Materials to such extent as is necessary to enable the Customer to make use of the Globelynx Services in accordance with the terms of this Agreement; and (b) publish, from the period starting 24 hours after the Footage has been uploaded onto the 'PA Video' portal, the Footage on its own social media accounts and its own websites. If this Agreement is terminated, this licence will automatically terminate. For the purpose of this Agreement, "**Footage**" means all edited versions of the interview and other video content footage created as part of the Globelynx Services. "**Raw Footage**" means all unedited interview and other video content captured as part of the Globelynx Services..

2.2 As between the Customer and PA, all intellectual property rights and all other rights in any customer trade marks, information or materials submitted by or on behalf of the Customer which are used in connection with the Globelynx Services (the "**Customer Materials**") shall be owned by the Customer. The Customer grants to PA a non-exclusive, royalty-free, irrevocable, worldwide, perpetual licence to use the Customer Materials for the purpose of performing its obligations under this Agreement and for marketing and promotional

purposes only as part of the Footage and in connection with the Globelynx Services.

2.3 Without prejudice to the generality of clause 7.2 of the Mediapoint Terms & Conditions, the Customer will:

- 2.3.1 ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to PA (and to any applicable PA Group Company operating the Globelynx Services) for the duration and purposes of this Agreement;
- 2.3.2 comply with its obligations under applicable Data Protection Legislation in relation to its collection, processing and provision of personal data to PA (and to any applicable PA Group Company operating the Globelynx Services) in connection with this Agreement; and
- 2.3.3 provide PA (and any applicable PA Group Company operating the Globelynx Services) with such co-operation and information as it may reasonably request from time to time to permit it and/or any third-party processor to comply with its obligations under Data Protection Legislation.

3 Liability

- 3.1 Subject always to clause 6.6 of the Mediapoint Terms & Conditions, PA does not accept any liability for security of the Customer's network nor for failures or breakdowns in network connections and/or end-to-end connectivity across the Internet and/or performance problems experienced on any Internet or other networks.
- 3.2 The Customer will indemnify and keep indemnified PA against all claims, charges, demands, liabilities, loss, damage and expense (including any legal and other professional expenses) incurred or suffered by PA howsoever arising (in whole or in part): (a) out of any third party claim, threat or allegation arising out of or in connection with any Customer Materials or anything the Customer or any of its experts say in the Footage ("**Customer's Contributions**"), including without limitation any claim that the Customer Materials or Customer's Contributions: (i) infringe any intellectual property rights or other proprietary rights of such third party; (ii) are defamatory; and/or (iii) constitute an invasion of the privacy of such third party; (b) out of any other third party claim in relation to the use, reproduction or dissemination of the Footage (or any part thereof) by PA (or any person authorised or permitted by PA including any PA group company or PA customer) in accordance with this Agreement; (c) any use, reproduction or distribution by the Customer (or any person authorised or permitted by the Customer) of any part of the Footage or the Globelynx Services in a manner not authorised by this Agreement; or (d) any breach of clause 2.3 of Appendix 2.
- 3.3 The Customer agrees and acknowledges that PA does not guarantee the number of news outlets or broadcasters using PA's services or the 'PA Video' portal (nor using the services of any applicable PA group company operating or delivering the Globelynx Services), and that any such news outlets or broadcasters may decide and will be entitled to decide: (a) not to receive/have access to any or all of the Footage from time to time; and/or (b) to cease being a customer of PA or any applicable PA group company.
- 3.4 PA does not accept any liability arising howsoever as a result of any editing, adaptation or change of the Footage by or on behalf of the Customer or for compliance with any laws, standards or rules applicable to Customer's use of the Footage and/or Customer's industry (such as, but not limited to, FCA rules or advertising standards).
- 3.5 If, in the reasonable opinion of PA, the Footage will pose a risk to PA or the Customer, the Customer will delete or amend (where appropriate) any Footage that PA instructs the Customer to delete or amend. PA accepts no liability for any Footage once PA has asked the Customer to delete or amend it.