



PRGLOO SERVICE CONTRACT

Agreement: PRGxxxx

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PRGLOO SERVICE CONTRACT

This Agreement is dated <<<date>>>

1. PARTIES

PRGLOO LIMITED incorporated and registered in England and Wales with company number 08984741 whose registered office is at 7 Bell Yard, London, WC2A 2JR (the Supplier).

<<<customer name>>>, with its principal office located at <<<address>>> (the Customer).

2. PROVISION OF SERVICES

The Supplier undertakes to provide the Customer with access to the PRgloo platform for a period of 12 months from the date of the agreement, and for subsequent years until a) either party cancels giving written notice of one calendar month or b) termination occurs according to clause 15 (TERMINATION).

The Supplier undertakes to support the Customer according to the terms set out in the Appendix A Service Level Agreement (SLA). The Supplier undertakes to provide the customer with all modules, licenses and services which the customer has paid for and which are outlined in the customer's PRgloo Proposal Document, attached hereto as Exhibit A.

3. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

The Product: the software to be provided by the Supplier under this agreement which will provide the ability to record conversations, statements, and issues, manage contact details, create content to be published on websites and social media channels, manage websites, manage assets, distribute branded emails, view coverage and generate business reports.

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, USB stick, CD/DVD or other device or cloud services or record embodying information in any form.

In-put Material: all Documents, information and materials provided by the Customer relating to the Product, including computer programs, data, reports and specifications.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions

of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Pre-existing Materials: all Documents, information and materials provided by the Supplier relating to The Product which existed prior to the commencement of this agreement, including computer programs, data, reports and specifications.

A Project can be a website, database, search engine optimisation work, or any other service provided by the Supplier to the Customer.

- 3.1. Clause headings shall not affect the interpretation of this agreement.
- 3.2. A person includes a natural person, corporate or unincorporated body (whether having separate legal personality or not).
- 3.3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 3.4. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 3.5. A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.
- 3.6. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 3.7. A reference to writing or written includes fax and e-mail.
- 3.8. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 3.9. References to clauses are to the clauses of this agreement.
- 3.10. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

Data Protection Legislation: unless and until the General Data Protection Regulation is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

- **Data Processor:** has the meaning as defined in the Data Protection Legislation.
- **Data Controller:** has the meaning as defined in the Data Protection Legislation.
- **Data Processing:** has the meaning as defined in the Data Protection Legislation.
- **Personal Data:** has the meaning as defined in the Data Protection Legislation.
- **Special Category Personal Data:** has the meaning as defined in the Data Protection Legislation.

4. COMMENCEMENT AND DURATION

- 4.1. The Supplier shall provide The Product to the Customer on the terms and conditions of this agreement.
- 4.2. The Supplier shall provide The Product to the Customer from the date of this agreement for a minimum period set out in clause 2 The Provision of Services, unless this agreement is terminated in accordance with clause 15 (TERMINATION).
- 4.3. The Product supplied under this agreement shall continue to be supplied for subsequent years until this agreement is terminated by one of the parties giving to the other not less than 1 calendar months' notice in writing, unless this agreement is terminated in accordance with clause 15 (TERMINATION).

5. TERMS OF PAYMENTS

- 5.1. The Supplier will be entitled to invoice the Customer annually in advance for the PRgloo platform.
- 5.2. The Customer must provide the Supplier with a valid Purchase Order number for the service in good time to allow the invoice for the first and subsequent invoices to be raised. The customer shall pay the Price of the Services in cleared funds by 60 days of the date of the invoice ("the Payment Period") where there is no dispute over such invoice. To facilitate payment, the Supplier's invoice shall provide details of its bank account details along with transfer instructions.
- 5.3. If either party fails to pay on the due date any undisputed amount which is payable to the other under this Agreement then, without prejudice to clause 15 (TERMINATION), that amount shall bear interest from the due date until payment is made in full, both before and after any judgment, at 3 per cent per annum over the Bank of England's base rate. The parties agree that this clause is a substantial remedy for late payment of any sum payable under this Agreement in accordance with section 8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

6. SUPPLIER'S OBLIGATIONS AND WARRANTIES

- 6.1. The Supplier shall use reasonable endeavours to provide The Product in all material respects as per the terms laid down in the Service Level Agreement.
- 6.2. Supplier represents and warrants:
 - 6.2.1. it has full capacity, power and authority to enter into, deliver and perform its obligations under and in accordance with this Agreement without restriction or additional charge to Customer (and all other documents to be entered into by it under this Agreement);
 - 6.2.2. there are no existing agreements or arrangements with third parties or orders, judgments or decrees the terms of which prevent Supplier from entering into this Agreement nor are there any actions, suits, proceedings or regulatory investigations pending or threatened against or affecting Supplier or any of its staff that may affect the ability of Supplier to provide the Software and Services and perform its obligations under this Agreement;

6.2.3. Supplier has (and will continue to have or hold):

6.2.3.1. all necessary licenses, permits, consents and regulatory approvals necessary to provide the Software and Service and to perform its obligations under this Agreement; and

6.2.3.2. full access and right to all relevant technical information, staff, expertise and data (including technical information, expertise and data belonging to or under the control of any of its suppliers), which is or might reasonably be required for the purposes of providing the Software and Services and performing its obligations under this Agreement;

6.2.4. it shall perform all Services provided to Customer in a high quality, professional manner, with the degrees of skill, care, diligence, prudence and foresight which could reasonably be expected from a highly skilled and experienced person performing similar services in similar circumstances; using a sufficient number of appropriately qualified and skilled personnel;

6.2.5. the Product and any professional services (including, without limitation, any deliverables to be provided) will be free from material errors or other defects, will substantially conform with applicable specifications and the terms of this Agreement and will be freely exportable to Affiliates of Customer;

6.2.6. the Product and any professional services and resulting deliverables will be the original work of Supplier, and any persons involved in the development of the Product and/or any professional services and resulting deliverables have executed (or prior to any such involvement, shall execute) a written agreement with Supplier in which such persons assign to Supplier all right, title and interest in and to the Product and any deliverables resulting from professional services provided to Customer by Supplier in order that Supplier may fully grant the rights to Customer as provided herein;

6.2.7. neither the Product nor any deliverables provided as a result of professional services supplied to Customer by Supplier nor any element thereof shall be subject to any restrictions or to any mortgages, liens, pledges, security interests, encumbrances or encroachments;

6.2.8. Supplier shall not, in connection with the delivery of the Product and/or professional services or resulting deliverables, knowingly or negligently do anything that may negatively affect the reputation or standing of Customer or create any liability or obligation of any kind other than any such obligations which are specifically set forth in this Agreement;

6.2.9. Supplier shall comply with all applicable laws including, but not limited to, Data Protection Legislation, security, health, safety, and environmental regulations and all relevant internal procedures, specifically including but limited to, Suppliers data privacy and security policies in connection with its provision of the Product and any professional services that may be provided under this Agreement;

- 6.2.10. all contractual obligations of Supplier under this Agreement are valid and enforceable in the jurisdictions in which the services are to be provided or supplied from or in which the obligations are to be performed;
- 6.2.11. any tapes, diskettes or other media upon which any Product or professional services deliverables are delivered to Customer will be free of defects in material and workmanship at the time of delivery; and
- 6.2.12. the Product and any professional services provided by Supplier under this Agreement (including the deliverables), do not, and will not when delivered, contain or transmit any computer software, code or script (including but not limited to, cookies, action tags or similar current or future technology) (a) designed to disrupt, erase, disable, harm, or otherwise impede in any manner the operation of any software, firmware, hardware, computer system, network or service; or (b) that constitutes a virus, time bomb, trap door, executable file virus, Trojan horse, worm, or any other similar harmful, malicious or hidden procedure, routine or mechanism that would damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with operations; (c) used to obtain, track, monitor, implement any form of profiling or assess information obtained through Customer's use of the Product under this Agreement, except as expressly set forth herein in; provided however Customer acknowledges and agrees that Supplier may conduct analysis and collect usage data in an anonymized form if such data is used solely in connection with provision of the services herein and for the benefit of Customer and/or Supplier's product-improvement benefit;
- 6.2.13. the Product, professional services and any deliverables resulting from such professional services do not and shall not infringe, misappropriate or violate any patent, copyright, trademark, trade secret, publicity, privacy, data security or other rights of any third party, and are not and shall not be defamatory or obscene; and
- 6.3. the Product does not use any viral or copyleft open source materials that would impact Customer (i.e., obligate Client to adhere to such open source licenses).

7. CUSTOMER'S OBLIGATIONS

- 7.1. The Customer shall:
 - 7.1.1. Reasonably co-operate with the Supplier in all matters relating to The Product; and
 - 7.1.2. obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to The Product and the use of In-put Material in all cases before the date on which The Product is provided;

8. INDEMNIFICATION

- 8.1. Customer Indemnification. The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier that arise directly or indirectly from fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to the Suppliers confirming such costs, charges and losses to the Customer in writing within 30 days of the breach occurring. The Customer will not be held liable for any loss or damage arising from communications made using any out of date or inaccurate information from the Supplier's managed Journalist Database.
- 8.2. Supplier Indemnification. Supplier shall indemnify and hold Customer and its Affiliates harmless against all losses, liability, penalties, fees, damages and expenses (including reasonable expenses of investigation and reasonable attorneys' fees and costs) incurred or suffered by Customer, its Affiliates, and its and their officers, directors, employees, representatives, agents and its and their clients (the "Indemnitees"), arising from or in connection with: (i) any infringement of, or allegation or claim of infringement of, any third party intellectual property right in relation to Customer's receipt, possession and/or use of any deliverable and/or Product in accordance with this Agreement and/or of any material used by Supplier or its staff to provide the services (an "IPR Claim"); (ii) any act or omission by Supplier or any Affiliate, employee, representative, agent or subcontractor of Supplier in connection with this Agreement or the Product or services which would constitute negligence, fraud, willful misconduct, failure to perform or delay in the performance of its obligations under this Agreement or any act or omission that results in injury or damage to person or property; (iii) violation by Supplier or Affiliate of any applicable laws and regulations including U.S. export and re-export control laws and regulations, including economic sanctions maintained by the US Treasury Department's Office of Foreign Assets Control; (iv) Supplier's failure to comply with the confidentiality, privacy or data security obligations hereunder; or (v) Supplier's knowing provision to or authorized use by Customer of illegal software and services.
- 8.3. If an IPR Claim is made or reasonably anticipated to be brought against an Indemnatee, Supplier shall promptly and at its expense either:
- 8.3.1. obtain for Customer the right to continue to use, possess or receive the relevant item or Service which is the subject of the IPR Claim in the manner contemplated by this Agreement;
- or
- 8.3.2. modify or replace, or procure the modification or replacement of, the relevant item or Service with a non-infringing substitute provided that:
- 8.3.2.1. Supplier remains capable of complying with the representations, warranties and obligations set out in this Agreement;
- 8.3.2.2. the modified or replaced item or service does not have an adverse effect on any other services or deliverables;

- 8.3.2.3. the performance and functionality of the replaced or modified item or service is at least equivalent to the performance and functionality of the Product or service;
- 8.3.2.4. there is no additional cost to Customer; and
- 8.3.2.5. the provisions of this Agreement apply to the replaced or modified item (as if it were the Product) or service.

8.4. If Supplier:

- 8.4.1. fails to comply with clause 8.3 within 30 (thirty) days of notice of the IPR Claim from Customer; or
- 8.4.2. elects to obtain a licence in accordance with clause 8.3(a) or to modify or replace an item or service under clause 8.3 (b) but fails to avoid or resolve the IPR Claim;
- 8.4.3. Then, without prejudice to Customer's other rights, remedies and damages that Customer is entitled to hereunder or at law or in equity (including any other indemnity given by Supplier in this Agreement):
 - 8.4.3.1. Customer shall be entitled to a refund from Supplier for that proportion of fees paid by Customer having regard to the length of time for which Customer has used the Product or service which is subject to the IPR Claim;
 - 8.4.3.2. Customer shall be entitled to terminate this Agreement by notice with immediate effect; and
 - 8.4.3.3. Supplier shall be liable for all reasonable costs of any substitute and/or additional item or service from a third party, including the additional costs of implementing and maintaining the substitute item or service.

8.5. If any IPR Claim or other claim or proceeding arises that would give rise to indemnification coverage under this Section 8:

- 8.5.1. Customer or the applicable Indemnitee will give written notice to Supplier of such claim or proceeding promptly after it receives actual notice expressly stating the existence of such claim or proceeding (provided that failure to promptly provide such notice will relieve Supplier of its obligations hereunder only to the extent that Supplier is materially prejudiced by such failure); and
- 8.5.2. Supplier will have the obligation, at its sole expense, to employ counsel reasonably acceptable to the Indemnitees to defend such matter and to compromise, settle or otherwise dispose of such matter, all at the expense of Supplier; provided that no compromise or settlement admitting liability of or imposing duties of performance upon any Indemnitee may be effected without the prior written consent of the Indemnitees.
- 8.5.3. The provisions of this Section 8 shall survive termination, expiration or full performance of this Agreement and shall not be limited in any way by the amount or type of insurance obtained or carried by Customer, Supplier or any other party.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. As between the Customer and the Supplier, all Intellectual Property Rights and all other rights in The Product and the Pre-existing Materials shall be owned by the Supplier. Subject to clause 9.2, the Supplier licenses all such rights to the Customer on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of The Product. If this agreement is terminated, this licence will automatically terminate.
- 9.2. The Customer acknowledges that, where the Supplier does not own any of the Pre-existing Materials, the Customer's use of rights in Pre-existing Materials is conditional on the Supplier obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Customer.
- 9.3. The Supplier shall notify the Customer promptly which of the Pre-existing Materials are not owned by the Supplier.
- 9.4. In consideration of the provision of the Product by the Supplier, the Customer shall comply with the terms of this agreement and in particular, but without limitation, this clause 9.

10. CONFIDENTIALITY

- 10.1. Both Parties undertake that they shall not at any time during or after this agreement disclose to any person technical or commercial know-how, specifications, inventions, processes or initiatives, commercial or business information (including customer or end user lists or information), trade secrets, or any other proprietary or non-public information, all of which are of a confidential nature and have been disclosed by either party to the other party, its employees, agents, consultants or subcontractors or of any member of the group of companies to which they belong and any other confidential information concerning either party's business or its products which the other party may obtain, except as permitted by clause 10.2.
- 10.2. Either party may disclose the other party's confidential information:
 - 10.2.1. to its employees, officers, representatives, or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other party's confidential information comply with this clause 10; and
 - 10.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this agreement.
- 10.4. Both parties agree that they shall take reasonable measures, not less than the degree of protection that such relevant party take to secure its own confidential information, to protect the secrecy of and avoid disclosure and unauthorised use of the confidential information of the other party.

11. LIMITATION OF LIABILITY

- 11.1. Nothing in this agreement limits or excludes the Supplier's liability for:
- 11.1.1. *death or personal injury caused by its negligence;*
 - 11.1.2. *fraud or fraudulent misrepresentation;*
 - 11.1.3. *breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law;*
 - 11.1.4. *Its indemnification obligations;*
 - 11.1.5. *Its gross negligence or willful misconduct; or*
 - 11.1.6. *any damages, losses, costs or fees (including attorneys' fees) incurred by Customer arising from or related to Supplier's failure to comply with its data protection obligations under clauses 12 and 13.*
- 11.2. Subject to clause 11.1, and save only to the extent that any of the following liabilities are not covered by the Supplier's insurances set out in clause 11.5 the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:
- 11.2.1. *loss of profits;*
 - 11.2.2. *loss of sales or business;*
 - 11.2.3. *loss of agreements or contracts;*
 - 11.2.4. *loss of anticipated savings;*
 - 11.2.5. *loss of or damage to goodwill;*
 - 11.2.6. *any indirect or consequential loss.*
- 11.3. Subject to clause 11.1 and clause 11.2, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be the greater of (i) £5,000,000 or (ii) the limits of the Supplier's liability insurance as set forth in Section 11.5 below.
- 11.4. If the Supplier's performance of its obligations under this agreement is prevented or delayed due to a force majeure condition (i.e., any cause or circumstance beyond the reasonable control of Supplier, such as an act of God, earthquake, hurricane, tornado, flood, natural disaster, war, terrorism, or labor strike), the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay; provided however, if such force majeure event prevents Customer's use of the Product for more than 5 days, Customer shall have the right to terminate this Agreement immediately and receive a pro-rata refund of any pre-paid fees.
- 11.5. For the avoidance of doubt the Supplier's current insurance limits are set at:
- 11.5.1. Professional Indemnity Insurance Limit £5,000,000
 - 11.5.2. Public and Products Liability Insurance Limit £10,000,000
 - 11.5.3. Employers' liability insurance limit is £5,000,000

11.5.4. Cyber and data insurance limit is £1,000,000

11.5.5. The Supplier warrants that it shall maintain these insurances for the duration of this Agreement and for 3 years thereafter.

12. DATA PROTECTION AND GDPR STATEMENT

- 12.1. The Supplier is both a Data Processor and a Data Controller in respect of the Customer's Personal Data.
- 12.2. Data Processor: when the Supplier provides the Product to the Customer on the terms set out in clause 2 of this agreement it shall be acting as a Data Processor.
- 12.3. Data Controller: When the Customer adds contacts into their PRgloo platform, and proactively marks these contacts as 'media' as opposed to 'Media Private' or some other available tag, then the Supplier's research team are provided with visibility of these contacts (name, email, organisation, mobile, phone number, job title) to research and validate for inclusion in the Supplier's central contacts database called Journalist Database. In this way the Supplier shall be acting as a Data Controller. The Supplier is also a Data Controller sourcing and updating personal data on journalists and government officials for use by the Supplier's customers. This is made available within the module called 'Journalist Database'.
- 12.4. The purpose of the data processing by the Supplier set out in clause 12.3 above is to provide its customers with personal data on Journalists from the UK, EU and globally so that targeted communications can be sent to them in line with the wishes of the data subjects- namely that they be sent targeted news so that they can perform their professional functions. The data processed from the Supplier's customers is available for the exclusive use of the Supplier's customers. The Supplier, acting as Data Controller, shall not process any of the Customer's Personal Data in a way that is incompatible with the purposes described in this clause.
- 12.5. The Supplier will ensure compliance with the Data Protection.
- 12.6. The types of Personal Data that the Customer will share with the Supplier for the purposes set out in clause 12.3 are listed at clause 12.4. The Customer will not share any Special Category Personal Data with the Supplier for these purposes.
- 12.7. The Supplier, acting as Data Controller, shall ensure that it processes any Customer Personal Data for the purposes set out in clause 12.3 above on the basis of one or more legal grounds set out in the Data Protection Legislation. The Supplier undertakes to inform data subjects of the purposes for which it will process their personal data and provide all of the information that it must provide as Data Controller, in accordance with the Data Protection Legislation, to ensure that data subjects understand how their personal data will be processed by the Supplier.
- 12.8. Measures taken to protect data are documented in the Supplier's Information Security Policy. The Supplier shall make every effort to protect Customer Personal Data from unlawful or unauthorised processing, accidental loss or damage and the Supplier warrants that it has in place

all necessary security and organisational measures for compliance in full with the requirements of the Data Protection Legislation.

- 12.9. All the Supplier staff have background checks to ensure their suitability to work with Customer Personal Data and are only granted access when necessary to perform their tasks. All staff are made aware of their customer and data protection responsibilities and sign confidentiality agreements as part of their employment contracts. Regular training is provided to staff on the latest security issues and compliance requirements.
- 12.10. All Customer data is held securely in facilities which operate under ISO 9001 and ISO 27001 / 27018 standards. Regular audits and reviews are conducted to ensure the standards are maintained in all facilities utilised by the Supplier.
- 12.11. If the Supplier becomes aware of data breaches of Customer Personal Data, the Supplier will notify the Customer without delay. Where applicable the Supplier will maintain logs and audit trails to support the remedial action required during a breach.
- 12.12. The Supplier will make every effort to support the Customer to ensure they meet their obligations under the Data Protection Legislation and shall assist the Customer in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.
- 12.13. The Supplier will make available all information necessary to demonstrate compliance with this clause 12 and with the Data Protection Legislation and will allow periodic audits and inspections at the request of the Customer.
- 12.14. The customer GDPR statement is located at <https://prgloo.com/news/privacy-statement-gdpr>.

13. CUSTOMER DATA

- 13.1. The Supplier, acting as Data Processor, shall take all necessary steps to ensure that data or information belonging to the Customer which comes into its possession or control in the course of providing the Product is protected and in particular the Supplier shall not:
 - 13.1.1. *use the data or information nor reproduce the data or information in whole or in part in any form except as may be required by this agreement; or*
 - 13.1.2. *disclose the data or information to any third party or persons not authorised by the Customer to receive it, except with the prior written consent of the Customer; or*
 - 13.1.3. *alter, delete, add to or otherwise interfere with the data or information (save where expressly required to do so by the terms of this agreement).*
- 13.2. To the extent that any data or information belonging to the Customer is Personal Data the Supplier, acting as Data Processor, will:
 - 13.2.1. *process such data and information only in accordance with the Customer's written instructions;*

- 13.2.2. *the Supplier will not transmit such data and information to a country or territory outside the European Economic Area without the Customer's prior express written consent; and*
- 13.2.3. *take such technical and organisational measures against unauthorised or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate to the Customer as data controller;*
- 13.2.4. at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of this agreement (unless required by law to store the Personal Data);
- 13.2.5. maintain complete and accurate records and information to demonstrate its compliance with this clause 13.2 and the Data Protection Legislation and allow for audits by the Customer;
- 13.2.6. seek consent from the Customer before appointments of any data sub-processor. The Supplier will ensure that any sub-processor adheres to the data protection obligations set out in this agreement and will enter into a written agreement with the sub-processor incorporating terms which are substantially similar to those set out in this clause 13.

14. JOURNALIST DATA

- 14.1. To be included in the Journalist Database, the contact must be a current member of the media (journalist, blogger, vlogger, broadcaster, presenter, producer etc) and have professional profile which is public (such as a Twitter account, public LinkedIn profile, professional website or be featured on their organisation's website) or which is expressly given to the Supplier by the contact. The Supplier reserves the right to exclude any contact (or data from any contact) from the Journalist Database should they not satisfy these criteria.
- 14.2. While the Supplier aims to take all reasonable steps to maintain and grow the Journalist Database, the Supplier accepts no responsibility for loss or damage arising from communications made using any out of date or inaccurate information as per clause 11 of this agreement.
- 14.3. **The Customer's Obligations when using the Journalist Database**
 - 14.3.1. Customers who use the Journalist Database to communicate in any way (via email, phone call, social media) agree to do so on their own behalf and for the purposes of media relations work only. Customers agree not use this information in any way which is likely to cause harm to the journalists such as (but not limited to) selling or passing on this information to third parties who would use their contact data for unsolicited sales or other approaches not within the remit of media relations and therefore not reasonably expected by members of the media.
 - 14.3.2. Customers will not use the Journalist Database module for commercial gain by selling this data or gaining any other advantage from sharing this data outside of the Suppliers community of users.
 - 14.3.3. The Supplier reserves the right to terminate customers who are shown not to have adhered to these requirements as per clause 15.

15. TERMINATION

- 15.1. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving notice to the other party if:
- 15.1.1. The customer does not pay an invoice within 60 days of the due date, then the Supplier has the right to suspend access to the product and suspend all further works for that customer until such time as payment is made in full.
 - 15.1.2. Intentionally omitted.
 - 15.1.3. the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified to do so;
 - 15.1.4. the other party breaches any of the terms of this agreement three times or more within one calendar year;
 - 15.1.5. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 15.1.6. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - 15.1.7. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);
 - 15.1.8. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
 - 15.1.9. the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 15.1.10. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 15.1.11. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
 - 15.1.12. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.1.3 to clause 15.1.9 (inclusive);
 - 15.1.13. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

15.2. For the purposes of clause 15.1.3, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

15.2.1. a substantial portion of this agreement; or

15.2.2. any of the obligations set out in clauses 6, 7, 8, 9, 10, 12, 13 and 14.

Over the term of this agreement, in deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake, or misunderstanding.

16. CONSEQUENCES OF TERMINATION

16.1. On termination or expiry of this agreement:

16.1.1. the Customer shall, within a reasonable time, return delete, or destroy all of the Pre-existing Materials. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping;

16.1.2. the following clauses shall continue in force: clause 8 (Indemnification), clause 9 (Intellectual property rights), clause 10 (Confidentiality), clause 11 (Limitation of liability), and clause 19 (Governing law and jurisdiction).

16.1.3. Termination or expiry of this agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

16.1.4. On termination the Supplier will work with the Customer to return the Customer data entered into the PRgloo platform in a format requested to enable Customer or Customer's designee to perform similar services and to minimize any disruption to Customer's business (the Transition Services). The provision of Transition Services shall be on the same terms and conditions as those set forth in this Agreement. On completion of the Transition Assistance to the Customer's satisfaction all Customer data will be deleted from the PRgloo platform.

17. THIRD PARTY SERVICES

The Supplier may offer third party services such as Google Analytics, social sharing tools etc as part of the delivered website. The Supplier will not be liable to the customer for any interruption, non-performance, or cancellation of the provision by third parties of any such services.

18. HOURLY RATES

18.1. The Supplier will charge for services / time which is not included in agreed Website Project costs. The amount charged will be based on The Supplier's standard hourly rate, unless a different hourly rate has otherwise been agreed in writing.

18.2. The Supplier will review and may increase their standard hourly rate on an annual basis.

18.3. There will be a minimum charge of 1 hour for all work carried out which is outside of a specified project

19. OWNERSHIP OF CUSTOMER DATA

The Customer owns and is wholly responsible for all data the Customer enters into the PRgloo platform (such as contact information, contact lists, press releases, files, conversations, topics, statements, interview bids etc). The Supplier cannot be held liable for errors and omissions, illegal or inflammatory data entered by the Customer to their site through the PRgloo platform.

The Supplier shall provide multiple methods of exporting data from the PRgloo platform which the Customer can use at any time. Should the Customer require the information in a different format, the Supplier will work with the Customer to provide this on a best efforts basis. Note: depending upon the format and frequency of the requested export, the Supplier reserves the right to charge for this work on an hourly rate basis at the market rate for IT consultancy services.

20. GOVERNING LAW AND JURISDICTION

This agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of England and Wales.

The parties irrevocably agree that the courts of the England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

[Signature Page Follows]



BY EXECUTION BELOW, THE SIGNATORIES REPRESENT AND WARRANT THAT THEY HAVE READ, UNDERSTOOD AND HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THEIR RESPECTIVE PARTY.

Signed on behalf of PRgloo Limited:

Print Name: Paul Stubbs

Position: Director of Operations

Signature: *Paul Stubbs*

Date: <<date>>

Signed on behalf of <<customer name>>>

Print Name: _____

Position: _____

Signature: _____

Date: _____

APPENDIX A

SERVICE LEVEL AGREEMENT

Standard terms applicable to all Service Levels outlined herein:

1. Definitions

- 1.1. “Claim” means a claim submitted by Customer to the Supplier to this SLA that a Service Level has not been met and that a Service Credit may be due to Customer.
- 1.2. “Customer” refers to the organization that has signed an agreement (“Agreement”) under which it has purchased the Supplier Service & Hosting from the Supplier.
- 1.3. “Customer Support” means the services by which the Supplier may provide assistance to Customer to resolve issues with the Services.
- 1.4. “External Connectivity” is bi-directional network traffic over supported protocols such as HTTP and HTTPS that can be sent and received from a public IP address.
- 1.5. “Incident” means any set of circumstances resulting in a failure to meet a Service Level.
- 1.6. “Service” or “Services” refers to the Supplier’s Cloud based application and Hosting service (provided by Microsoft Azure) to Customer pursuant to the Agreement.
- 1.7. “Service Credit” is the percentage of the monthly service fees for the affected Service that is credited to Customer for a validated Claim.
- 1.8. “Service Level” means standards the Supplier chooses to adhere to and by which it measures the level of service it provides for each feature as specifically set forth below.

2. Service Credit Claims

- 2.1. The Supplier provides this SLA subject to the following terms. These terms will be fixed for the duration of the initial term of the subscription. If a subscription is renewed, the version of this SLA that is current at the time the renewal term commences will apply throughout the renewal term. The Supplier will provide at least 90 days' notice for adverse material changes to this SLA.
- 2.2. To submit a Claim, the Customer must contact Customer Support and provide notice of its intention to submit a Claim. The Customer must provide to Customer Support all reasonable details regarding the Claim, including but not limited to, detailed descriptions of the Incident(s), the duration of the Incident, network trace routes, the URL(s) affected and any attempts made by the Customer to resolve the Incident.
- 2.3. In order for the Supplier to consider a Claim, the Customer must submit the Claim, including sufficient evidence to support the Claim, within two months of the end of the month in which the Incident that is the subject of the Claim occurs.
- 2.4. The Supplier will use all information reasonably available to it to validate Claims and make a good faith judgment on whether the SLA and Service Levels apply to the Claim.

- 2.5. In the event that more than one Service Level is not met because of the same Incident the Customer must choose only one Service Level under which a Claim may be made based on that Incident, and no other Claim under any other Service Level will be accepted for that Incident.

3. SLA Exclusions

- 3.1. This SLA and any applicable Service Levels do not apply to any performance or availability issues:
- 3.1.1. Due to factors outside the Supplier's reasonable control (for example, a network or device failure at the Customer site or between the Customer and the Microsoft Azure cloud services);
 - 3.1.2. That resulted from the Customer's or third-party hardware, software, or services;
 - 3.1.3. That resulted from negligent or malicious actions or inactions of the Customer or third parties;
 - 3.1.4. Caused by the Customer's use of the Service after the Supplier advised the Customer to modify its use of the Service, if the Customer did not modify its use as advised;
 - 3.1.5. During Previews (e.g., technical previews, betas, as determined by the Supplier); or
 - 3.1.6. Attributable to negligent or malicious acts or omissions of the Customer or the Customer's employees, agents, contractors, or vendors, or anyone gaining access to the Supplier's Service by means of the Customer's passwords or equipment.

4. Service Credits

- 4.1. The amount and method of calculation of Service Credits is described below in connection with each Service Level description.
- 4.2. Service Credits are the Customer's sole and exclusive remedy for any violation of this SLA.
- 4.3. The Service Credits awarded in any month shall not, under any circumstance, exceed the Customer's monthly Service fees, calculated by dividing the annual fee by 12.
- 4.4. Service Credits for this SLA will only be calculated against monthly fees associated with the Supplier's services.

5. Service Levels

- 5.1. Monthly Availability Service Level - Definitions
- 5.1.1. "Maximum Available Minutes" is the total accumulated minutes during a month for a given subscription of the Supplier's service. Maximum Available Minutes is measured during office hours based on GMT 09:00 – 17:30 excluding weekends and public holidays.
 - 5.1.2. "Downtime" is the total accumulated minutes that are part of the Maximum Available Minutes that have no External Connectivity.
 - 5.1.3. "Monthly Availability Percentage" is calculated as Maximum Available Minutes Less Downtime divided by Maximum Available Minutes for a month for a given subscription of the Supplier's services. This is represented in the following formula:



$$\text{Monthly Availability \%} = \frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}}$$

Monthly Availability Service Levels

Monthly Availability Percentage	Service Credit*
<99.5%	10%
<99%	25%

Exhibit A

PRgloo Confirmation of Costs

{Please See Attached}