

1 STANDARD TERMS & CONDITIONS

1.1 In this agreement (as in hereafter defined) unless the context otherwise requires the following terms shall have the following meanings:

"Agreement" means the contract between Newslink and the Customer which is subject to these terms and conditions:

"Billing Period" means monthly unless otherwise agreed:

"Customer Apparatus" means any apparatus at the Premises used by the Customer in order to obtain the Services:

"Initial Period" means the period specified overleaf or as specified in the contract, commencing on the Service Commencement Date:

"Premises" means the Customer's service address being the or other location from, to or in respect of which the Services are to be provided, brief particulars of which are set out overleaf:

"Recurrent Fee" means the Newslink fixed recurrent fee for provision of the Services as set out from time to time in Newslink service literature or as may be specified by Newslink in writing from time to time:

"Service Commencement Date" means the earlier of the date upon which their Customer's first User Code is activated by Newslink and the first date upon which the Services are ready for use by the Customer:

"Service" means the conveyance of data by means of Newslink equipment consisting of such message storage, transmission, reception and other means:

"Set Up Fee" means the charge for connecting the customer to the Service:

"Usage Charges" means the applicable usage and other charges for the provision of the Service as set out from time to time by Newslink:

"User Code" means such user identification name, number, address or other password as may be established for the Customer for the purpose of accessing the Service:

"Newslink" means Newslink Limited – Company No. 3865860 – Registered Office, 8 Baltic Street East, London EC1Y 0UP:

1.2 The expressions **"the Customer"** and Newslink shall include their respective successors and permitted assigns and their respective employees and agents and their respective employees and agents.

1.3 The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.

1.4 Words importing the singular indicate the plural and visa versa words importing a gender include every gender and a reference to parties includes bodies corporate and incorporate.

2 DURATION AND PROVISION OF SERVICES

This Agreement shall come into force on the date hereof and shall, subject to the terms hereof continue in force unless either party gives the other not less than one month's written notice, expiring at the end of the Initial Period or at any time thereafter.

3 ACCESS TO THE SERVICES

3.1 Unless otherwise stated overleaf, it shall be the sole responsibility of the Customer to arrange for the provision of a telecommunications link between the Customer Apparatus and the Newslink system.

3.2 Newslink shall provide all reasonable assistance to ensure the link referred to in clause 3.1 is properly connected to the Newslink system.

3.3 Unless otherwise stated in writing, the Customer shall be solely responsible for all charges incurred as a result of installing and using the link referred to in clause 3.1.

4 NEWSLINK LIMITED'S SERVICE OBLIGATIONS

4.1 Newslink agrees to provide the Services with a reasonable degree of skill and care, but provision of certain facilities which may form part of the Service shall be subject to the following conditions:

4.1.1 The Customer's instructions for the delivery of content must be received by Newslink in a form acceptable to Newslink:

4.1.2 Newslink shall use reasonable endeavours to ensure content to be transmitted at certain times to certain destinations is so sent, but shall have no liability or other obligation to the customer if such content is not properly or is incorrectly sent and received:

4.1.3 If a Customer's content necessitates the use of a third party Newslink will not be liable for any standard of service which does not meet Newslink's standard of service as a result of the standard of service offered by that third party:

4.1.4 If the Customer uses Newslink to transmit content by means of the Service, the Customer shall indemnify Newslink for all costs liabilities and expenses incurred as a result of any third party bringing or threatening to bring a claim against Newslink resulting from the generation and distribution of such content by means of the Service.

5 CUSTOMER'S OBLIGATIONS

5.1 The Customer undertakes promptly to provide Newslink (free of charge) with all such information and co-operation that Newslink may reasonably require from time to time to enable it to proceed uninterrupted with the performance of its obligations and exercise its rights under this Agreement.

5.2 The Customer undertakes to use the service in accordance with such conditions as may be notified in writing to the Customer by Newslink from time to time.

5.3 Without limitation to the generality of the foregoing, the customer undertakes not to use the Service:

5.3.1 For any other purpose other than that for which the Service is provided; or

5.3.2 For the transmission of any content which is or is intended to be a hoax call to emergency services or is of a defamatory, offensive or abusive nature or of an obscene or menacing character; or

5.3.3 In a manner which constitutes a violation or infringement of the rights of any person, firm or company or a violation or infringement of any statutory duty or obligation or any duty or obligation in contract, tort or otherwise, to any third party.

The Customer shall indemnify and keep indemnified and hold free and harmless Newslink against all liabilities, claims, damages, losses, and proceedings arising out of or in any way connected with any such use.

5.4 The Customer shall ensure that all documents transmitted on its behalf by Newslink are of a quality and content which are applicable to the recipient and do not bring or are not likely to bring Newslink's name into disrepute and contain nothing which is likely in light of generally prevailing standards of decency and propriety to cause offence to members of the public, and Newslink's opinion as to this shall be final and binding.

6 CUSTOMER APPARATUS

6.1 If requested by Newslink, the Customer shall by a date stipulated by Newslink, provide Newslink with the specifications of any item of Customer Apparatus and any other information Newslink reasonably requires in order to provide the Service. Furthermore, the Customer shall at its own expense modify Customer Apparatus in accordance with Newslink's reasonable instructions.

6.2 Newslink reserves the right to suspend access to the Service without notice if the Customer does not fulfil its obligation under this condition, or if in the opinion of Newslink it is liable to cause the death of or personal injury to or damage to the property of Newslink or any person engaged in the running of the Service or materially impair the quality of the Service offered by Newslink.

7 CHARGES AND PAYMENT

7.1 In consideration of the provision of the Service the Customer shall pay the following charges to Newslink:

7.1.1 The Set Up Fee(s), payable on the date that the Service is installed:

7.1.2 The Recurrent Fee, payable in advance at the beginning of each Billing Period, the first payment being due on the date of this Agreement:

7.1.3 Usage Charges, payable in arrears at the end of each Billing Period in respect of the use of the Service during that period.

7.2 Where specified overleaf, Newslink shall be entitled to receive a minimum aggregate charge in each Billing Period.

7.3 Newslink shall notify the Customer of any change to the charges referred to in 7.1 28 days before such a change shall come into effect.

7.4 Usage Charges are calculated by reference to data recorded or logged by Newslink. Newslink shall prepare and send bills for Usage Charges due at the end of each Billing Period and in such form and manner as Newslink may deem appropriate or as agreed between Newslink and the Customer.

7.5 All sums due to Newslink under the Agreement are exclusive of Value Added Tax ("VAT") and any other applicable taxes that may from time to time be introduced which shall be charged thereon in accordance with the relevant regulations in force at the time.

7.6 All sums due to Newslink under this agreement shall be payable by the Customer within 30 days of the date of the relevant invoice, but if the Customer fails to make any payment within such period, without prejudice to its other rights hereunder Newslink shall have the right to require the Customer to pay all sums hereunder on demand.

7.7 Payment of all sums due to Newslink under this Agreement shall be made by the Customer in full (without any set-off, deductions or withholdings whatsoever) by cheque, or by such other means as may be reasonably specified from time to time by Newslink.

7.8 The time of payment of all sums due to Newslink under this Agreement shall be the essence of this Agreement. Without prejudice to Newslink's right to treat a default in payment as a repudiation of this Agreement, Newslink reserves the right to charge daily interest on outstanding amounts, until payment in full is received by Newslink, at a rate equal to 4% per annum above the National Westminster Bank plc Base Lending Rate as current from time to time whether before or after judgement. Interest shall continue to accrue notwithstanding termination of this Agreement for any cause whatsoever.

8 USER CODES

8.1 Newslink shall allocate such User Code(s) to the Customer as Newslink deems fit in order to allow the Customer to access the Service.

8.2 Newslink shall withdraw the User Code and forthwith allocate a new User Code to the Customer if Newslink has reason to believe the User Code is used by a person unauthorised by the Customer.

8.3 Newslink has the right to withdraw the User Code:

8.3.1 If this Agreement is suspended or terminated for any reason whatsoever; or

8.3.2 Where Newslink has reason to believe that the Customer is not complying with its obligations under this Agreement.

8.4 Any User Code allocated to the Customer by Newslink is confidential and personal to the Customer and is the Customer's responsibility to keep it safeguarded.

8.5 The Customer shall:

8.5.1 Use the User Code in accordance with reasonable written instructions from Newslink; and

- 8.5.2 Notify Newslink immediately where there are grounds for suspecting or believing that a person has discovered or is making use of the User Code without the consent or permission of Newslink or the Customer; and
- 8.5.3 Be responsible for all the charges incurred through use of the Service when access to the Service is obtained through use of the User Code.

8.6 Newslink warrants that:

- 8.6.1 The User Code is secure and confidential and shall not be given to any person other than the Customer provided that the Customer complies with its obligations hereunder; and
- 8.6.2 Newslink shall not reveal or disclose the User Code to any person except the Customer unless expressly authorised so to do by the Customer.

8.7 Newslink shall waive its right to the Usage Charges payable by the Customer to the extent that such charges arise as a result of a breach of the warranty contained in condition 8.6 provided that:

- 8.7.1 The Customer notifies Newslink pursuant to condition 8.5.2 where applicable; and
- 8.7.2 The breach of warranty was not due to the negligent act or omission of the Customer.

9 LIMITATION OF LIABILITY

- 9.1 Newslink shall be liable to the Customer as expressly provided in this Agreement but shall have no other obligation, duty or liability whatsoever in contract, tort or otherwise to the Customer.
- 9.2 Nothing in this Agreement shall exclude or restrict Newslink's liability for death or personal injury resulting from the negligence of Newslink or its employees while acting in the course of their employment.
- 9.3 Subject to 9.4 Newslink shall be liable for damage to any property of the Customer at the Premises caused by any negligent act or omission by Newslink PROVIDED ALWAYS THAT such liability in contract, tort or otherwise including any liability for negligence howsoever arising out of or in connection with performance of Newslink's obligations under this Agreement shall be limited to £250,000 in respect of any one incident or £1,000,000 in respect of a series of incidents arising from common cause in any 12 month period.
- 9.4 Newslink shall not be liable to the Customer hereunder in contract, tort or otherwise including any liability for negligence:
- 9.4.1 For any loss of revenue, business, anticipated savings or profits or any loss of use or value of any equipment including software; or
- 9.4.2 For any indirect or consequential loss, howsoever arising.
- 9.5 In condition 9.4 "anticipated savings" means any expense which the Customer expects to avoid incurring or to incur in a lesser amount than otherwise would have been the case by reason of using the Service.
- 9.6 The provision of this condition shall continue to apply notwithstanding the termination or expiry of this Agreement.

10 TERMINATION

- 10.1 Notwithstanding anything to the contrary expressed or implied in this Agreement Newslink (without prejudice to its other rights) may terminate this Agreement forthwith by notice in writing to the Customer and to claim for any resulting losses or expenses in the event that:
- 10.1.1 The Customer fails to make any payment when it becomes due to Newslink or shall default in due performance or observance of any obligation under this Agreement and fails to remedy the breach within a reasonable time specified by Newslink in its written notice so to do; or
- 10.1.2 An interim order is made, or voluntary arrangement approved, or if a petition for a bankruptcy order is made against the Customer or if a receiver or trustee is appointed of the Customer's estate or a voluntary arrangement is approved or an administrative order is made, or a receiver or administrative receiver is appointed of any of the Customer's assets or undertaking or a resolution or petition to wind up the Customer is passed or presented (otherwise than for the purpose of reconstruction or amalgamation), or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or to present a winding-up petition or make a winding-up order.
- 10.2 Termination of this Agreement for any reason shall not affect the force and effectiveness of any provision hereof of a continuing nature which shall survive together with any claims, rights or causes of action which have arisen or been accrued before termination.

11 SUSPENSION OF SERVICES

- 11.1 Newslink may at its sole discretion elect to suspend forthwith provision of the Service either in whole or in part until further notice on notifying the Customer either orally or in writing in the event that:
- 11.1.1 Newslink shall be entitled to terminate this Agreement; or
- 11.1.2 Newslink shall be obliged to comply with an order, instruction or request of Government, an emergency services organisation or other competent administrative authority; or
- 11.1.3 Newslink shall need to carry out exceptional upgrading or maintenance of the Newslink equipment.
- 11.2 Any exercise by Newslink of its right of suspension in respect of an event referred to in 11.1 shall not exclude Newslink's right to terminate this Agreement subsequently in respect of the same or in any other event.

- 11.3 The Customer shall reimburse Newslink for all reasonable costs and expenses incurred by the implementation of such suspension and/or the re-commencement of the provision of the Service as appropriate arising out of an event referred to in 11.1 save that this shall not apply where the suspension is implemented otherwise than as a consequence of the breach, fault or omission of the Customer.

12 CANCELLATION

If the Customer wishes to cancel this Agreement prior to the Service Commencement Date in whole or in part Newslink may without prejudice to its right to treat cancellation as a breach or repudiation of this Agreement, agree to accept such cancellation upon the basis that the Customer shall first give or have given Newslink not less than 28 days prior written notice and shall reimburse to Newslink all reasonable costs incurred including without limitation to the cost of work done in furtherance of this Agreement.

13 COPYRIGHT

Copyright in all documents, drawings and information supplied to the Customer in connection with this Agreement shall remain vested in Newslink or the Copyright owner. Such documents, drawings and information are confidential and shall not be copied, disclosed or used without the prior written consent of Newslink.

14 ASSIGNMENT

Neither party shall assign, delegate or otherwise deal with all or any of its rights and obligations under this Agreement other than to an associated company without the other parties prior written consent, such consent not to be unreasonably withheld.

15 FORCE MAJEURE

Neither party shall be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supply, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, the act or omission of Government, highways authorities, telecommunications operators or administrators or other competent authority, war, military operations or riot, difficulty, delay or failure in manufacture, production or supply of equipment used in the Newslink Service.

16 ENTIRE AGREEMENT

This Agreement represents the entire understanding between the parties in relation to the subject-matter hereof and supersedes all other agreements and representations made by either party, whether oral or written and this Agreement may only be modified if such modification is in writing and signed by a duly authorised representative of each party thereto.

17 NO WAIVER

Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

18 SERVICE OF NOTICE

- 18.1 Any notice, invoice or other document which may be given by Newslink under this Agreement shall be deemed to have been duly given if left at or sent by post, telex or facsimile transmission or where the parties expressly agree, by electronic mail to an address notified to Newslink in writing by the Customer as an address to which notices, invoices or other documents may be sent, or the Customer's usual or last known place of abode or business or, if the Customer is a limited company, its registered office.
- 18.2 Newslink's address for the service of any notice by the Customer under this Agreement shall be such address as is shown on the last invoice rendered to the Customer of which address as Newslink may prescribe for that purpose.
- 18.3 Any such communication shall be deemed to have been made to the other party on the day on which such communication ought to have been received in due course of post, telex or facsimile transmission. Any communication by electronic mail shall be deemed to have been made on the day on which the communication is first stored in the Customer's electronic mailbox.

19 GOVERNING LAW

This Agreement shall be governed by and construed and interpreted in accordance with English Law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.