

GENERAL TERMS & CONDITIONS RADAR TRIAL

1 Definitions

Radar means Radar AI Limited (11083646) of 292 Vauxhall Bridge Road SW1V 1AW; **Website** means the website with the address <https://radar-ai.pressassociation.com>; **Radar Content** means the content made accessible to the Customer on the Website; **Permitted Platforms** means consumer facing Customer owned, operated and branded publications, both print and electronic.

2 The Agreement

- 2.1 This Agreement comprise these General Terms and Conditions and the email or letter in which the trial was agreed.
- 2.2 This Agreement is made between Radar and you, the **Customer**.

3 Supply

- 3.1 Radar will supply to the Customer the Radar Content during the Term.
- 3.2 If the Customer has been supplied with a Website username and password by Radar, it must not disclose such username or password to any third party. Any misuse by the Customer of the username and password may result in access to Radar Content being terminated.

4 Licence

- 4.1 Subject to the Customer's compliance with the obligations and any restrictions set out in this Agreement, Radar grants to the Customer a non-exclusive licence to publish the Radar Content in the Permitted Platforms during the Term, solely for the personal use of the Customer's end users, and provided that the Customer:
 - a. will only publish the most recently updated version of the Radar Content as at the time of publication (whether updated by Radar to correct an earlier error or to reflect developments in a story or for any other reason);
 - b. will, except to the extent necessary to maintain records for its own internal and legal purposes, delete all Radar Content that it is no longer permitted to publish, including all earlier versions of Radar Content that Radar has, prior to publication, replaced with updated versions and any other Radar Content that Radar specifically instructs the Customer to delete;
 - c. will publish the Radar Content only in an editorial context;
 - d. will publish any pictorial/ graphical content provided for publication accompanying other Radar Content only with such Radar Content;
 - e. will not use the Radar Content for any purpose except as expressly permitted by this Agreement.
- 4.2 The Customer will indemnify and keep indemnified Radar against all loss, damage and expense (including any legal and other professional expenses) incurred or suffered by Radar directly or indirectly arising (in whole or in part) from (a) any use, reproduction or distribution by the Customer (or any person authorised or permitted by the Customer) of any part of the Radar Content in a

manner not authorised by this Agreement or (b) from any edit, adaptation, translation or amendment to the Radar Content.

- 4.3 Where any Permitted Platform is an electronic service, the general terms and conditions of the Permitted Platform will include provisions substantially similar to the following:
 - a. the Radar Content may only be used for the user's personal use and the distribution or commercial exploitation of the Radar Content is prohibited;
 - b. use of the Radar Content is at the sole risk of the user;
 - c. neither the Customer nor Radar/any of Radar's licensors gives any warranty that the supply of the Radar Content will be uninterrupted or as to the accuracy of the Radar Content.
- 4.4 As soon as the Customer becomes aware of any unauthorised use of any Radar Content by any user of the Permitted Platform, the Customer shall give Radar full written details of such use. Radar shall have the right to require the Customer to enforce the relevant general terms and conditions of the Permitted Platform against any user of the Permitted Platform and to enable and assist Radar to enforce the relevant general terms and conditions against any user of Permitted Platform in the name of the Customer, and will pay the Customer's reasonable expenses in so doing.

5 Intellectual Property Rights and Third Party Rights

- 5.1 The Customer agrees and acknowledges that: (a) all rights (including intellectual property rights) used or subsisting in Radar Content, including the manner in which the Radar Content appears on delivery to the Customer, are the property of Radar or the third party/parties which provide or publish information/material used or contained in the Radar Content to Radar (or permit Radar to access and obtain such information/material) (each a "**Third Party Provider**");.
- 5.2 The Customer agrees and acknowledges that Radar is dependent on its Third Party Providers and that this Agreement and the provision of the Radar Content 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 Radar Content, whether such arrangements, restrictions or prohibitions are imposed directly on Radar in respect of its provision of the relevant Radar Content 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 date of this Agreement.
- 5.3 Radar (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 Radar Content. 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 Radar or any of its Third Party Providers, and Radar or the relevant Third Party Provider(s) will pay the Customer's reasonable expenses in giving such co-operation.

6 Charges

Not applicable to free trial.

7 Liability

- 7.1 Neither Radar nor any of its licensors warrants that either the Radar Content will be free from error, accurate or uninterrupted or (as provision of the Radar Content is subject to the availability of the necessary information/material to Radar) that specific items of information/material will be available. Radar shall bear no responsibility or liability in circumstances where it is unable to supply any part or parts of the Radar Content to the Customer as a result of a Third Party Provider not supplying to Radar information or material relevant to Radar's provision of that part or parts of Radar Content.
- 7.2 Radar 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 Radar's direct control.
- 7.3 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 this Agreement or to the Radar Content except to the extent that they are expressly set out in this Agreement.
- 7.4 Except under the indemnity in clause 4.2, 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 apply to any loss of revenue or profit that would otherwise have been obtained by or due to Radar under or in relation to this Agreement.
- 7.5 Once Radar has told the Customer to remove Radar Content from the Permitted Platform, Radar will not be liable for any loss arising in relation to continued publication of Radar Content. The Customer will provide reasonable assistance to Radar to mitigate any claim arising out of Radar Content.
- 7.6 Radar'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) shall be limited, in relation to all events or series of connected events occurring in any given year, to £10,000.
- 7.7 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.

8 Confidentiality and Data Protection

- 8.1 Each party agrees and undertakes that, both during and after the term of this Agreement, 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 Radar, to any company in Radar Group) any information concerning the business and affairs of the other (including the terms (but not the fact) of this Agreement) which may become known to such party in connection with this Agreement 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.

- 8.2 The Customer agrees and undertakes that, in connection with this Agreement, it will comply with, and take any action required by Radar to ensure Radar's compliance with, the provisions of any applicable privacy and data protection laws and regulations (including, without limitation, the EU General Data Protection Regulation (EU 2016/679) as amended from time to time). Regulations 2003, as amended from time to time), including taking any technical and organisational procedures and measures necessary to ensure the security of any personal data.

9 Term and Termination

- 9.1 This Agreement shall commence on the Start Date and continue for a three month trial period.
- 9.2 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.
- 9.3 Termination of this Agreement will be without prejudice to any rights or liabilities of either party which have accrued prior to such termination.

10 General

- 9.1 All of the terms that have been agreed between the parties in relation to the supply and licensing of Radar Content are contained in this Agreement. No other terms shall apply unless they expressly agree otherwise in writing. Each party acknowledges that, in entering into this Agreement, 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 this Agreement shall 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 shall be in writing and shall 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. All notices shall 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 shall 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.

- 9.5 Neither party shall 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) Radar may assign or transfer all or any of its rights or obligations to any Radar Group company; and (b) Radar may sub-contract the performance of its obligations provided that PA's liability for the performance of its obligations shall not be affected.
- 9.6 The failure or delay by either party to enforce at any time any one or more of the terms or conditions of this Agreement shall 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 shall 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 shall 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 shall be governed by and construed in accordance with English law and each of the parties, hereby submits to the exclusive jurisdiction of the English courts.

