

Rate Card

(& Terms and Conditions of Use)

Effective January 1 2025

Introduction

This Rate Card sets out the terms on which persons who are not Barb Underwriters may access the Barb Audience Measurement Service. Anyone who wishes to become a User of Barb's services will need to sign a Letter of Consent with Barb agreeing to the terms and conditions of this Rate Card before accessing Barb's services and, if required pursuant to the terms of this Rate Card, provide quarterly Client lists and submit a Declaration Letter.

The Barb service to which this Rate Card relates is for the reporting of in-house live and time-shift viewing via television sets and non-TV devices within 28 days of broadcast. Non-linear services where identifiable by the URL can be measured at service level on all devices and non-linear content level on TV sets.

This Rate Card is divided into three parts. Part A sets out the Fees payable, Part B sets out the general terms and conditions, and Part C sets out definitions of words and expressions capitalised in this Rate Card. Any words and expressions which are not defined in Part C shall bear their ordinary and natural meaning.

Fees payable

Sections 1 to 11 of Part A sets out the fees that are payable depending on which type of licence you select. More than one Fee may be payable. If you are unsure as to which Fee(s) you should be paying please contact Barb. Please contact Barb to discuss Fees payable for any type of usage not covered.

Barb may from time-to-time update or amend the contents of this Rate Card. Any amendments to this Rate Card will be communicated to Users via the Barb website at www.barb.co.uk (and via any other methods Barb may, in its discretion, choose to use) and shall apply from the date of any such update.

Warranty

Given the commercial sensitivity of the data that Users and End Users of its service are given access to, Barb does require that anyone who elects to use its service warrants that they will only do so in accordance with the licence that they have selected and in accordance with the underlying terms and conditions, including without limitation as to confidentiality, set out in this Rate Card. Failure to comply with these requirements will constitute a breach of the Rate Card entitling Barb to terminate any licence entered into by the relevant user with immediate effect, without limitation to any other rights and remedies available to Barb.

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Part A: Fees

You must select the most appropriate licence that best applies to you from the following categories. If you are in any doubt, please contact Barb who will assist:

1 **Annual Fees for Barb reported Linear Services, associated Non-linear Service, BVOD, SVOD, AVOD (including FAST Channels) and Video-sharing Platforms**

1.1 Linear Services, associated Non-linear Service, BVOD, SVOD, AVOD (including FAST Channels) or Video-sharing Platform Set-Up Fee (where applicable) **£9,540**

This is a non-refundable one-off Fee payable for each Linear, associated Non-linear Service and BVOD services, SVOD, AVOD (including FAST Channels) or Video-sharing Platforms that the Broadcaster or Service Provider wishes to have reported by Barb. It is payable on submission of an application form and also when the User materially changes the content of an existing Linear or On-Demand service so that a new unique Barb service code has to be allocated in accordance with Barb's procedures. A Linear Service, associated Non-linear Service or BVOD, SVOD, AVOD (including FAST Channels) or Video-sharing Platform service will not be reported unless and until the Linear Service, associated Non-linear Service, BVOD, SVOD, AVOD (including FAST Channels) or Video-sharing Platform Set-Up Fee (as applicable) is paid.

1.2 There are 2 mechanisms available for payment of the relevant licence fee. The Broadcaster or Service Provider may opt to choose either the Fee outlined in paragraph 1.3 which is based solely on the share of Total Identified Viewing (**Option 1**), or the Fee outlined in paragraph 1.4 which is a combination of the share of Total Identified Viewing and the share of Advertising Revenue (**Option 2**). The Broadcaster or Service Provider must inform Barb in writing of its decision regarding its selection of one of the two Fee mechanisms set out in paragraphs 1.3 and 1.4 (**Fee Option Notice**) within the period as set out in paragraph 11.11 of Part B. Following receipt by Barb of the Fee Option Notice, the mechanism for payment of the licence fee will be fixed for the duration of the Rate Card. For Linear Services that have a +1 variant or a separately reported HD variant, the Fee mechanism shall be the same as the Fee mechanism chosen for the parent channel.

1.3 **Option 1:** The annual Fee for each Linear Service, associated Non-linear Service, BVOD, SVOD, AVOD (including FAST Channels) or Video-sharing Platform services separately reported by Barb, is based on share of Total Identified Viewing (rounded up/down to 2 decimal places), for all individuals aged 4+, is set out below. Further Fees outlined in paragraphs 1.7 to 1.11 may also apply.

- (a) Base Fee (for share of viewing under 0.05%) **£61,890**
- (b) For each 0.1% share point from 0.05% of Total Identified Viewing a further amount shall be payable in addition to the Base Fee. The first increment is £38,880, to be followed by £35,030 thereafter for each increased percentage (%) share point.

The following table sets out, by way of example, how these Fees shall be calculated:

Share of Total Identified Viewing (%)	Increment	Annual Licence (£)
Under 0.05	-	61,890
0.05-0.14	£38,880	100,770
0.15-0.24	£35,030	135,800
0.25-0.34	£35,030	170,830
0.35-0.44	£35,030	205,860
0.45-0.54	£35,030	240,890
0.55-0.64	£35,030	275,920
0.65-0.74	£35,030	310,950
0.75-0.84	£35,030	345,980
0.85-0.94	£35,030	381,010
0.95-1.04	£35,030	416,040
1.95-2.04	£35,030	766,340
2.05-2.14	£35,030	801,370
2.15-2.24	£35,030	836,400
2.25-2.34	£35,030	871,430
3.95-4.04	£35,030	1,466,940
4.05-4.14	£35,030	1,501,970
4.15-4.24	£35,030	1,537,000
4.25-4.34	£35,030	1,572,030

1.4 **Option 2:** The annual Fees for each Linear Service, associated Non-linear Service, BVOD, SVOD, AVOD (including FAST Channels) or Video-sharing Platforms separately reported by Barb is split into the aggregate of 2 parts, namely:

- (a) Part A is based on the share of Total Identified Viewing (rounded up/down to 2 decimal places) for all individuals aged 4+ and is set out below.

Base Fee (for share of viewing under 0.05%) **£46,420**

For each 0.1% share point from 0.05% of Total Identified Viewing a further amount shall be payable in addition to the Base Fee. The first increment is £29,160, to be followed by £26,270 thereafter.

The following table sets out, by way of example, how these Fees shall be calculated:

Share of Total Identified Viewing (%)	Increment	Annual Licence (£)
Under 0.05	-	46,420
0.05-0.14	£29,160	75,580
0.15-0.24	£26,270	101,850

Share of Total Identified Viewing (%)	Increment	Annual Licence (£)
0.25-0.34	£26,270	128,120
0.35-0.44	£26,270	154,390
0.45-0.54	£26,270	180,660
0.55-0.64	£26,270	206,930
0.65-0.74	£26,270	233,200
0.75-0.84	£26,270	259,470
0.85-0.94	£26,270	285,740
0.95-1.04	£26,270	312,010
1.95-2.04	£26,270	574,710
2.05-2.14	£26,270	600,980
2.15-2.24	£26,270	627,250
2.25-2.34	£26,270	653,520
3.95-4.04	£26,270	1,100,110
4.05-4.14	£26,270	1,126,380
4.15-4.24	£26,270	1,152,650
4.25-4.34	£26,270	1,178,920

- (b) Part B is based on the share of advertising revenue as defined by expressing the advertising revenue for the Linear Service, associated Non-linear Service, BVOD, SVOD, AVOD (including FAST Channels) and Video-sharing Platform as a percentage of the Advertising Association's reporting of total spot, including sponsorship, and VOD revenue for television (rounded up/down to 2 decimal places). For the avoidance of doubt this is gross advertising revenue before any deductions are made, with the exception of agency discount.

Base Fee (for share of advertising revenue under 0.05%) **£15,470**

For each 0.1% share point from 0.05% a further amount shall be payable in addition to the Base Fee. The first increment is £9,720, to be followed by £8,760 thereafter for each increased percentage (%) share point.

The following table sets out, by way of example, how these Fees shall be calculated:

Share of Advertising Revenue (%)	Increment	Annual Licence (£)
Under 0.05	-	15,470
0.05-0.14	£9,720	25,190
0.15-0.24	£8,760	33,950
0.25-0.34	£8,760	42,710
0.35-0.44	£8,760	51,470

Share of Advertising Revenue (%)	Increment	Annual Licence (£)
0.45-0.54	£8,760	60,230
0.55-0.64	£8,760	68,990
0.65-0.74	£8,760	77,750
0.75-0.84	£8,760	86,510
0.85-0.94	£8,760	95,270
0.95-1.04	£8,760	104,030
1.95-2.04	£8,760	191,630
2.05-2.14	£8,760	200,390
2.15-2.24	£8,760	209,150
2.25-2.34	£8,760	217,910
3.95-4.04	£8,760	366,830
4.05-4.14	£8,760	375,590
4.15-4.24	£8,760	384,350
4.25-4.34	£8,760	393,110

For the +1 Linear Service variant, or separately reported HD variant, the advertising revenue will be included with the Advertising Revenue for the parent channel.

- 1.5 When providing commercial revenue, Barb will agree that it shall enter into a Clean Team Agreement Letter in substantially the same form as set out in Annexure D of this Rate Card. Barb reserves the right to audit commercial revenue figures that have been provided to it so as to ensure the correct Fee.
- 1.6 Payment of the annual Fees listed in either paragraph 1.3 and 1.4 will also entitle the User to use Data for publicising the Linear Service, associated Non-linear Service, BVOD, SVOD, AVOD (including FAST Channels) or Video-sharing Platforms and promoting sales of airtime and/or sponsorship opportunities.
- 1.7 For BVOD, SVOD, AVOD (including FAST Channels) and Video-sharing Platform Services which are measured using the Barb Tag, the census data collection costs will be covered up to a limit of 10 billion hours per year. Any hours in excess of this will be charged at **£1,890** per 10 million hours. The Fees set out in this paragraph 1.7 for the reporting of BVOD, SVOD, AVOD (including FAST Channels) and Video-sharing Platform Services who have implemented the Barb SDK for measurement using the Barb Tag shall be payable in addition to the Fees set out in paragraphs 1.3 or 1.4. The terms and conditions set out in Part B, paragraphs 4 and 5 of this Rate Card will apply.
- 1.8 Reporting of simulcast Linear Services, e.g. high definition ("**HD**") Linear Services:
 - (a) Broadcasters have the option to have viewing to HD Linear Services reported separately at the Fees stated in paragraphs 1.3 or 1.4. Alternatively, upon request to Barb, viewing

to HD Linear Service that are 100% simulcast with a Barb-reported Standard Definition ("SD") Linear Service may be included in the audience reported to the SD Linear Services as follows as part of the same Databases:

- (i) Service Set-Up Fee **£2,065**
 - (ii) Annual Fee **£2,500**
- (b) Further (subject to technical feasibility) a Broadcaster may opt to have viewing to a 100% simulcast HD Linear Service reported in a separate Database ("**Database 1**") (but not in Database 2 where it will be aggregated with viewing to the SD Linear Service) as follows:
 - (i) Service Set-Up Fee **£4,130**
 - (ii) Annual Fee **£5,000**
- (c) Simulcast HD Linear Services that opt to be reported separately will be required to pay the additional cost of encoding the broadcast stream in order for viewing on these platforms to be reported.

The Fees set out in this paragraph 1.8 for the reporting of simulcast Linear Services shall be payable in addition to the Fees set out in paragraph 1.3 or paragraph 1.4.

1.9 Encoding or Watermarking broadcaster originating source content

In a small number of circumstances, it is not possible to ascertain definitively where content which is simulcast or a repeat transmission emanates from. Encoding or watermarking content is an option for Users to enable Barb to more accurately determine which is the originating source for simulcast or repeat played-back material. For the avoidance of doubt, all viewing in these circumstances can be captured and allocated to transmission content but encoding or watermarking ensures that the originating source can also be identified. If fees are applicable when deploying the encoder or watermark, such fees shall be discussed and agreed between Barb and the User prior to deploying such encoder or watermark. Further information about the encoding system, its implementation and potential fees is available upon request.

1.10 Any encoding or watermarking costs incurred in measuring Linear Services, associated Non-linear Services, BVOD, SVOD, AVOD (including FAST Channels) and Video-sharing Platform Services including (without limitation) at the content/creative level an annual maintenance fee of **£1,830** per annum, will be passed on and shall be notified to the relevant User prior to such costs being incurred and will be payable by the User following the User's consent in writing to such costs being incurred.

1.11 Programme and spot amendment services are provided by Barb, intended to correct small numbers of errors that may be discovered subsequent to the original submission of programme and commercial logs. Logs delivered outside the amendment cycles (please see the amendment cycles timetable as published on the relevant Data Processing Contractor's website) will be subject to a late amendment Fee of **£820** per log

(invoiced by the relevant Data Processing Contractor).

- 1.12 Broadcasters and Service Providers who hold a licence under paragraph 1.3 or paragraph 1.4 are eligible to have their service included in the Advanced Campaign Hub and the CFlight Service. Documentation about the frameworks and how to participate are available from Barb upon request.

2 Annual Licence to analyse Data and use it for television airtime planning and buying or auditing of campaigns and reporting to Clients only

- 2.1 Annual Licence for television airtime planning and buying:

- (a) Annual Licence under £1.5m annual total UK Television Billings: **£13,360;**
- (b) Annual Licence between £1.5m and up to and including £3.71m annual total UK Television Billings: **£22,240;** or
- (c) Annual Licence over £3.71m: **0.6% of annual total UK Television Billings.**

- 2.2 Annual Licence for auditing of campaigns:

- (a) Annual Licence Fee which allows access to Data and for the User to provide Barb-Related Services for up to four Clients **£14,575;** and
- (b) Annual Licence Fee per additional Client to be provided with Barb-Related services beyond the four Clients covered by paragraph 2.2(a) above.

£4,770

- 2.3 Where the User is a non-IPA agency or a media independent or a media auditor, the User may use the Data to provide Barb-Related Services to its Clients (which do not need to be either Users or End Users) provided that such Barb-Related Services consist only of extracts from the Data that are (i) related directly to the relevant Client's business or the business of direct competitors of the relevant Client, or (ii) relating to the TV market as a whole for the purpose of determining general TV viewing trends, subject in the case of (i) and (ii) to the Data being used at all times by that Client for Internal Purposes only.

3 Annual Licence to access Data files and/or for onward distribution of Barb-Related Services to Users and/or End Users

- 3.1 Total number of Clients (including Users and End Users, but excluding Barb Underwriters) to which any Barb-Related Services are provided in the calendar Year (irrespective of the period of time during the Year that those Barb-Related Services were provided):

No. of Clients	Annual Fee (£)
0 to 4	14,575
5 to 8	21,520

9 to 12	28,480
13+	42,170

3.2 Direct access to Data

All Data files are available electronically through Databases in accordance with the terms of this Barb Licence.

3.3 For Users requiring direct access to the Data, the following files are available:

Data Set	Annual Fee (£)
1 – daily panel viewing file and PVX file	21,020
2 – daily consolidated impacts by time (IBT) file, programmes & files to create 4-screen viewing data	21,020
3 – daily consolidated spots & breaks file	15,635

Universe and overnight files, together with the Barb master file, the Metadata master file and other supporting files are included in the Fee for Data Sets 1, 2 and 3. Purchasers of these data sets may also access Barb Establishment Survey data files, including back data from 2011.

	Annual Fee (£)
Overnights – 5 minute file (included in Data Sets 1, 2 and 3)	7,900
Sponsorship File	7,900
Programme Events File	6,885
Commercial Events File	6,885
Area Definitions File	6,010

The following report is available for purchase by End Users holding an End User (Limited Usage) Licence, and is otherwise free to all other End Users and Users. The Fee for this report is payable annually in advance and is non-refundable.

Establishment Survey Data File	Annual Fee £600
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To purchase the enhanced data file containing Non-subscriber SVOD, AVOD and Video-sharing platform Data, please see paragraph 9.2, Part A of this Rate Card.

3.4 Access to Barb's API (Application Programme Interface) is available to Barb Users and

Barb Underwriters. Please contact Barb for details on how to access the API.

- 3.5 A Barb Licence is available for the purpose of royalty audit verification for organisations which share Data with providers of Linear Services or Video-streaming Services who are Barb Licence holders, provided that such Barb Licence shall be limited to the viewing figures of the relevant provider of Linear Services or Video-streaming Services only and shall not include the direct or indirect provision of Data which relates to any other provider of Linear services or Video-streaming Services by way of a comparative analysis or otherwise. The fees for this licence are outlined below and are based on turnover if a for-profit company, and at a cost of £12,765 for not-for-profit.

Turnover	Annual Licence (£)
Not-for-profit	12,765
Up to £12m	19,140
12m to 30m	25,530
30m to 50m	31,905
50m to 100m	38,280
Over 100m	44,655

- 3.6 Users who provide Barb-Related Services are responsible for ensuring all their Clients are Barb Licence holders or Barb Underwriters. Any Broadcaster or Video-streaming Services Provider which has its services reported by Barb must obtain its own Barb Licence under paragraph 1.3 or paragraph 1.4 should it wish to access any Barb-Related Service or Data and no User shall be permitted to directly or indirectly pass on, transfer, publish or sell any Data or extracts from the Data or information or data verified by, derived from or distilled from Data to any Broadcaster or Video-streaming Services Provider which has its services reported by Barb by way of an End User Licence or otherwise.
- 3.7 A forecast of the Client list must be provided at the beginning of the year with Client lists to be supplied quarterly (within 30 days after the end of the relevant quarter) to Barb in accordance with paragraph 8.7 of Part B of the Rate Card, indicating how each Client is licensed or that it is a Barb Underwriter.
- 3.8 It is the responsibility of the User to issue End User Licences to their Clients which are not already Barb Licence holders or Barb Underwriters and to forward such End User Licences executed by the End User to Barb for counter signature prior to supplying Barb-Related Services (and for the avoidance of doubt no User shall be permitted to provide Barb-Related Services to a Client until such time as the executed copy of the End User Licence has been provided to Barb). Users shall collect the Fee from their Clients on

Barb's behalf.

3.9 Users shall review and monitor the use of the Barb-Related Services by Clients at least annually in order to determine if an End User Licence is appropriate for the Barb-Related Services being used by the Client and shall notify Barb of the outcome of such review. If the User and/or Barb determine that the Client has used or is using Barb-Related Services outside the scope of its End User Licence at any time, such action shall be a material breach of the End User Licence by the Client and Barb shall be entitled to terminate the End User Licence in accordance with its terms.

3.10 A User is not permitted to provide Barb-Related Services, including and without limitation cross-media campaign reach and frequency measurement, to another User where such User (i) has entered into an arrangement, agreement or other collaboration with a service which is reported by Barb but does not hold a licence under paragraph 1.3 or paragraph 1.4 of Part A and (ii) would not otherwise have permitted access under the Rate Card to such Barb-Related Services.

3.11 End User Licence

The Fees to be paid by End Users purchasing Barb-Related Services from a User holding a Licence to access Data files and/or for onward distribution of Barb-Related Services to Users and/or End Users are set out in paragraph 3.13 of Part A of this Rate Card. The Barb-Related Services acquired may only be used for Internal Purposes by the purchaser and its employees and Consultants (in accordance with the terms set out in paragraph 8.14 of Part B of this Rate Card) which will be bound by all the obligations of and terms applicable to all Barb Users.

3.12 End User (Limited Usage) Licence

End User (Limited Usage) Licences (as set out in this paragraph 3.12 of Part A of this Rate Card) are available only to Clients of companies supplying Barb-Related Services. Users wishing to supply Barb-Related Services pursuant to an End User (Limited Usage) Licence are required to check with Barb whether the Client is eligible for such access before doing so, to issue the Client an End User Licence and to forward the same to Barb for counter signature and to inform Barb of the amount payable by the Client for the Barb-Related Services purchased, accompanied by a remittance for the Fee due.

3.13 Annual End User Licence Fees

- (a) Annual End User Licence Fee to access Barb-Related Services **£9,870**
- (b) Annual End User (Limited Usage) Licence Fee to access Barb-Related Services with a combined expenditure from all suppliers of no more than **£14,250** on Barb-Related Services in a Year **10% of expenditure (minimum £400)**

- (c) Annual End User (Limited Usage) Licence Fee for PR Agencies to access Barb-Related Services with a combined expenditure from all suppliers of no more than **£4,000** on Barb-Related Services in a calendar Year **£400**

4 **Annual Publishing Licences**

All Data and information obtained from it are copyright of Barb, reproduction of which must be clearly and separately identifiable as Barb's Data and credited accordingly.

- 4.1 Annual Licence Fee to publish Data including programme rankings, charts, graphs or tables, provided that Data constitutes less than 1/3 of the total editorial content of a single publication (and for the avoidance of doubt, a webpage published on a website or an application will constitute a single publication). **£45,600**

- 4.2 Annual Licence Fee to publish Data as described in paragraph 4.1 above for the following categories: **£22,850**

- Publishers with a circulation or subscription base in the Year of under 500 copies or recipients (irrespective of whether a recipient pays to subscribe to the publication or not);
- Publishers of headline data of record (i.e. aggregates and other headline figures which are at least 6 months old).

- 4.3 Annual Licence Fee to publish Data as described in and on the basis set out in paragraph 4.1 above in a trade publication to an industry-based readership. **£30,180**

- 4.4 Licence Fee for the permission to publish Data as described in paragraph 4.1 above in a single one-off report, such permission to be granted once in each calendar Year only.

£6,700

- 4.5 One-off Licence Fee to publish a small amount of Barb information as described in paragraph 4.1 above for academic consumption only. **£80**

5 **Annual Licence for the use of Data in connection with the allocation and regulation of UK television broadcast licences conducted under statute or regulation, including the publication of Data relating to their Declared Business**

- 5.1 An annual licence fee payable for each Barb reported linear channel, and on-demand service provider that is deemed in scope (please refer to the framework that can be provided upon request) and reported by Barb, or partially reported. This licence includes all individual BBC1 and BBC2 editorial regions and ITV1 franchise regions but excludes +1 channels and HD variants. **£3,705**

The fees will be calculated based upon the number of linear channels and on-demand service providers reported during the Base Period.

6 **Annual Licence to use Data for the promotion, marketing and sale of televisual content and/or merchandising and merchandising rights and any ancillary activities relating thereto**

- 6.1 Annual Licence Fee based on all revenue arising during the current Year from Programme Sales (being the promotion, marketing and sale of televisual content and/or merchandising and merchandising rights and any ancillary activities relating thereto) which are transacted in the UK (irrespective of their country of production origin) and/or revenue arising during the current Year from Programme Sales in any territory where Data is used for such purposes.

Sales (£)	Annual Licence (£)
Up to 12m	14,575
12m to 30m	33,290
30m to 50m	51,940
50m to 100m	70,470
Over 100m	107,900

- 6.2 Payment of the Fees set out in paragraph 6.1 of this Part A will allow the User to use extracts from the Data for its own productions and those of its competitors for Programme Sales.

- 6.3 For the avoidance of doubt, any User requiring the use of Data for the purpose of Programme Sales or for any commercial purpose relating to Programme Sales (irrespective of whether or not any Programme Sales are achieved) shall be required to hold the Licence set out in paragraph 6.1 of this Part A and shall not be entitled to use Data for these purposes pursuant to any other Licence which may be granted hereunder including (without limitation) an End User Licence.

7 **Annual Licence to use Data for the promotion of sales of Advertising Space and/or sponsorship opportunities for third party services or platforms not wholly owned by the User (excluding Barb Underwriter services)**

7.1

- (a) An annual Licence Fee which allows access to Data to promote the sales of Advertising Space and/or sponsorship opportunities; and **£14,070**
- (b) An annual Licence Fee per share point (or part thereof) for the cumulative Total Identified Viewing for all the third party services, VOD and Video-sharing platforms represented during the Year; **£6,810**

The User may only use Data to promote the sales of Advertising Space and/or

sponsorship opportunities for third party services, VOD (including FAST channels) and Video-sharing Platforms who hold a licence outlined in either paragraph 1.3 or paragraph 1.4 of Part A; and/or

- (c) An annual Licence Fee, which shall be payable by a User in addition to the Licence Fee for a licence under paragraph 7.1(a), for services that are not reported by Barb but Data, or Barb-Related Services, may be used as part of the sales process. The fee is based on all advertising revenue arising during the calendar year from these sales within the UK:

(i) Annual Licence for advertising revenue of less than £5m: **£540**

(i) Annual Licence for advertising revenue over £5m: **0.02% of annual advertising revenue.**

If a licence under paragraph 7.1(b) is purchased alongside a licence under paragraph 7.1(c) then the advertising revenue for the service(s) represented under paragraph 7.1(b) is excluded from advertising revenue from which the licence under paragraph 7.1(c) is calculated.

- 7.2 Payment of the annual Fees set out in paragraph 7.1 will also permit the User to provide Barb-Related Services to their Clients provided that they consist only of extracts from the Data that is relevant to their channels and that of their direct competitors.

8 Annual Licence to access the Non-subscriber SVOD, AVOD and Video-sharing Platform Data

- 8.1 Annual Licence Fee to access the Non-subscriber SVOD, AVOD and Video-sharing Platform Data as described in paragraphs 8.3 and 8.4 below. **£18,280**

- 8.2 Annual Licence Fee to purchase the Non-subscriber SVOD, AVOD and Video-sharing Platform Data file. **£27,120;**

or

£6,100 (if already purchasing the Data Set 1 daily panel viewing file as set out in paragraph 3.3 of Part A)

- 8.3 Only Users holding any of the licences granted under paragraphs 1, 2, 3, 5, 6 or 11 of Part A may purchase this licence.

- 8.4 Users who hold, directly or indirectly, any interest in one or more Non-subscribing SVOD Providers, AVOD Providers or Video-sharing Platform Providers are not eligible to purchase this licence unless the relevant provider of Non-subscribing SVOD Providers, AVOD Providers or Video-sharing Platform Providers subscribe for a licence under paragraph 1 of Part A of this Rate Card.

- 8.5 Users in which any interest is held, directly or indirectly, by an organisation that also holds, directly or indirectly, an interest in one or more Non-subscribing SVOD Providers,

AVOD Providers or Video-sharing Platform Providers are not eligible to purchase this licence unless the relevant provider of Non-subscribing SVOD Providers or Video-sharing Platform Providers subscribe for a licence under paragraph 1 of Part A of this Rate Card.

- 8.6 A User is not permitted to provide Barb-related services to a service which is reported by Barb but does not hold a licence under paragraph 1.3 or paragraph 1.4 of Part A.

9 Annual Licence for Sports Agencies to provide viewing Data to Sports Events Organisers, Sponsors and Sports Participants

- 9.1 (a) Annual Licence Fee which allows access to Data and for the User to provide Barb-Related Services for up to four Clients **£14,575**

- (b) Annual Licence Fee per additional Client to be provided with Barb-Related Services beyond the four Clients covered by paragraph 9.1(a) above. **£1,270**

- 9.2 The User may provide Barb-Related Services to its Clients (which do not need to be either Users or End Users) provided that such Barb-Related Services consist only of extracts from the Data that are (i) related directly to the relevant Client's sport event or sport sponsorship activity or offering or the sport event or sport sponsorship activity or offering of direct competitors of the relevant Client, and (ii) to the data being used at all times by that Client for Internal Purposes only.

- 9.3 Client lists must be supplied quarterly (within 30 days after the end of the relevant quarter) to Barb in accordance with paragraph 8.7 of Part B of the Rate Card.

10 Annual Licence to provide estimates of advertising expenditure derived from Data only to Clients

- 10.1 Total number of Clients (including Users but excluding Barb Underwriters) providing advertising expenditure data in the calendar Year:

No. of Clients	Annual Fee (£)
0 to 4	14,575
5 to 8	21,520
9 to 12	28,480
13+	42,170

- 10.2 If the Client is not a User or Barb Underwriter then the following licence fee applies Annual Licence for access to estimates of advertising expenditure derived from Data

£470

- 10.3 Users of this Licence may purchase dataset 3 (daily consolidated spots and breaks files)

and any associated files included with this dataset for the purposes of calculating the estimates of advertising expenditure, as outlined in paragraph 3.3 of Part A.

10.4 Clients who are not a User or Barb Underwriter and who only receive estimates of advertising expenditure are not required to enter into End User Licence as outlined in Annexure B of this Rate Card, provided that they use the Data for Internal Purposes only.

10.5 Client lists must be supplied quarterly (within 30 days after the end of the relevant quarter) to Barb in accordance with paragraph 8.7 of Part B of the Rate Card.

11 **Annual Licence for Platform Operators**

11.1 Annual Licence Fee for those Platform Operators that distribute advertising on Video-sharing Platforms and other online only platforms to publish Data for promotional and marketing purposes, which includes the sales of commercial airtime. **£164,875**

11.2 Annual Licence Fee for those Platform Operators who distribute television content through platforms and do not sell commercial airtime. **£49,300**

11.3 Users accessing Barb Data under the licence set out in paragraph 11.2 of Part A may use such Data for promotional and marketing purposes as well as for the negotiation of fees for Electronic Programme Guide (“**EPG**”) slots, provided this does not include the sale of commercial airtime.

11.4 If the Platform Operator has a service that is measured by Barb, the User is not eligible to purchase this licence and must purchase the licence set out in paragraph 1, of Part A and have their service reported as part of the main Data.

11.5 When publishing Data, all Data and information obtained from it are copyright of Barb, reproduction of which must be clearly and separately identifiable as Barb’s Data and credited accordingly.

Part B: Terms and Conditions

1 Supply of Data

- 1.1 Subject to payment of all sums due under this Rate Card and to the provisions of paragraph 9 of Part B (Accuracy of Data and Liability), Barb shall use its reasonable endeavours to:
- (a) procure (where a User holds an appropriate Licence) that the Data Processing Contractor(s) provide the User promptly with Direct Access to the Data; and
 - (b) procure that the Data Processing Contractor(s) report and include audience measurement information in the Data for each Barb reported Service.
- 1.2 Barb shall take reasonable steps (having regard to the nature of Barb and the resources that are available to Barb) to ensure that Data Processing Contractors follow the procedures which have been agreed between Barb and such Data Processing Contractors for the carrying out of the research and the provision of Data for the Service.
- 1.3 Barb shall be entitled, on 30 days' written notice, to vary the nature, substance, quality and quantity of the Data but shall not be entitled to exercise this right unreasonably. In the event that Barb exercises its right under this paragraph, the User may, notwithstanding any other provision in this Rate Card or any other right or remedy, terminate its agreement under this Rate Card on not less than 30 days' written notice to Barb.

2 Reporting of Linear Services

- 2.1 Upon Barb commencing reporting viewing to a Linear Service, the User must supply immediately and on an ongoing basis to Barb, or Barb's Data Processing Contractor(s), in the time, manner and format set out in such specification or rules as the Data Processing Contractor(s) may from time to time publish:
- (a) accurate (to within one second) information about the timing and duration of programmes and commercials included in each Linear Service provided by the User;
 - (b) the platform(s) on which the Linear Service is carried, such service information code as the platform provider may from time to time use in relation to that service and the electronic programme guide number ("**EPG number**") allotted to the Linear Service by the platform provider;

- (c) for Non-Linear Services available via TV sets required for measurement under a Barb Licence pursuant to paragraph 1.3 or paragraph 1.4 of Part A, the relevant programme assets and references are provided, or implement the SDK and provide the relevant associated metadata; and
- (d) such other information as Barb or the Data Processing Contractor(s) may from time to time require for the purposes of reporting the channel.

- 2.2 The User shall promptly notify any changes, errors or amendments to the information referred to in paragraph 2.1 to Barb (or, if Barb so requests, to the Data Processing Contractor(s) in such format as the Data Processing Contractor(s) may from time to time require) in accordance with the terms of this Rate Card.
- 2.3 If the User fails to provide or keep up to date the information referred to in paragraph 2.1 in relation to any channel which it provides, such channel may not be separately reported.
- 2.4 Where the User repeatedly submits programme logs or the information referred to in paragraph 2.1 for a particular channel late (as defined by reference to the specifications or rules published by the Data Processing Contractor(s)), Barb reserves the right to instruct the Data Processing Contractor(s) to cease reporting that channel until such time as Barb is satisfied (acting reasonably) that the information will henceforth be provided in a timely fashion.
- 2.5 Where the User wishes to make amendments, for the purpose of correcting errors, to information submitted in accordance with paragraph 2.1, Barb shall use its reasonable endeavours to procure that the Data Processing Contractor(s) implements such amendments. Barb reserves the right to charge the User a reasonable Fee for amending the information referred to in paragraph 2.1.
- 2.6 Programme titles must conform to the accepted Barb convention and Broadcaster Content IDs should be provided for each content asset.

3 Reporting of SVOD, AVOD and Video-sharing Platforms

- 3.1 Barb uses a whitelist of Video-streaming Services recognised by router meters in order to identify and measure aggregate-viewing levels to SVOD, AVOD and Video-sharing Platforms. In order to maximise the accuracy of reporting, it is requested that SVOD, AVOD and Video-sharing Platforms which hold a Barb Licence, where possible, supply the following to Barb:
 - (a) The URL structures for all their assets which will allow for a top-line aggregate viewing measurement; and

- (b) For complete content level viewing the player or platform must tag using the Barb SDK software and provide metadata for non-TV devices (as detailed in paragraph 4, Part B) and either tag or provide audio assets and references to the required convention for their programme content for measurement of viewing on TV sets. Programme titles must conform to the accepted Barb convention and Content IDs plus associated metadata must be provided for each content asset.
- (c) If URL structures are deemed too generic and the service provider cannot use the SDK software then to enable differentiation of a specific service, another Barb recognised technique, such as watermarking, shall be used to identify consumption of the service. The service provider will work with Barb to support this.
- (d) If the service provider has separate advertising supported and subscription supported users, the service provider will work with Barb to ensure that the advertising supported users can be identified through watermarking or another technique agreed with Barb.

4 Reporting of Video-streaming Services using the Barb SDK for measurement using the Barb Tag or other techniques

- 4.1 Each Video-streaming Services Provider which has implemented the Barb SDK hereby agrees that it will use all reasonable endeavours to work with the Data Processing Contractor to the extent reasonably necessary to enable the Data Processing Contractor to measure and report viewing of its Video-streaming Service.
- 4.2 Each Video-streaming Services Provider hereby agrees that it will (subject to paragraphs 4.6, 4.7 and 4.8):
 - (a) install the Plug-In provided by the Data Processing Contractor onto its Video-streaming Service or work with the Data Processing Contractor to install the Plug-In as soon as practicable after delivery of the Plug-In by the Data Processing Contractor;
 - (b) allow the Data Processing Contractor access to the Video-streaming Service on a continuing basis for the purpose of allowing the Plug-In to collect the Data;
 - (c) allow the Data Processing Contractor to extract the Data via the Plug-In; and
 - (d) allow the Data Processing Contractor, Barb and/or any sub-contractor appointed to process the Data, as well as allowing access to the Data to any auditor appointed pursuant to the Data Processing Contractor Agreement.
- 4.3 In the event that a Video-streaming Services Provider becomes aware of any issue, technical or otherwise, preventing the extraction of the Data it will notify Barb, such notification to be made as soon as practicable after the Video-streaming Services Provider

becomes aware of the issue and in any event within 2 Working Days.

- 4.4 In the event that an issue occurs which prevents the Plug-In from extracting the Data or which means that use of the Plug-In has a material detrimental effect on the Video-streaming Service, where possible, the relevant Video-streaming Services Provider will use all reasonable endeavours to assist the Data Processing Contractor to resolve such issue, at the Video-streaming Services Provider's sole cost (as applicable) where such issue is caused by a fault or defect in the Video-streaming Service solely, and otherwise at the reasonably incurred costs to be apportioned between the relevant Video-streaming Services Provider and the Data Processing Contractor on a pro rata basis according to fault.
- 4.5 Each Video-streaming Services Provider will notify Barb as soon as practicable in the event that it develops or otherwise uses a Video-streaming Service which it has not notified Barb of in writing previously. The Video-streaming Services Provider will work with the Data Processing Contractor to ensure that the Data from such additional Video-streaming Service is measured in accordance with the terms of this Rate Card.
- 4.6 Notwithstanding any other provision in this Rate Card, a Video-streaming Services Provider shall be entitled to suspend access to its Video-streaming Service in the event that:
- 4.7 continued use of the Plug-In constitutes an infringement of third party intellectual property rights;
- (a) any legislation is enacted or regulation brought into force which would make continued use of the Plug-In or the Video-streaming Service unlawful; or
- (b) the use of the Plug-In has a material detrimental effect on the performance of the Video-streaming Service (in which case paragraph 4.4 shall apply),
- and in each event above the suspension of access may continue for the duration of the specific event. In the event of access to a Video-streaming Service being suspended, the Video-streaming Services Provider shall inform Barb of this in writing in advance.
- 4.8 A Video-streaming Services Provider shall not be required to provide access to a Video-streaming Service where (i) such Video-streaming Service is not available to the general public; (ii) the viewing figures for such Video-streaming Service do not reach a material threshold (such threshold to be agreed between Barb and the relevant Video-streaming Services Provider) such as to justify the costs of implementing the Plug-In; or (iii) the Video-streaming Service is to be discontinued within six months of the date on which the Video-streaming Services Provider refuses access to that Video-streaming Service.
- 4.9 Notwithstanding any other provision in this Rate Card, and paragraph 4.2(c) in particular, Barb shall ensure that the Data Processing Contractor allows Users to implement, at each Video-streaming Services Provider's discretion, an option that allows an individual viewer

to notify the Data Processing Contractor that such viewer's data is not to be processed by the Data Processing Contractor, and in the event that such notification has been made, the Data Processing Contractor shall, to the extent it is technically possible to do so, delete such data immediately after collection and shall not process, anonymise or aggregate such data and such data shall not form part of the Data.

5 **Advanced Campaign Hub and CFlight Service**

5.1 Users who wish to participate in either the Advanced Campaign Hub, CFlight Service or both must:

(a) in relation to the Advanced Campaign Hub, provide quarterly commercial impression volumes. These will be submitted to the Data Processing Contractor in a timely manner as advised by Barb and the Data Processing Contractor; and

(b) In relation to the CFlight Service, provide server to server integrations.

5.2 Users who wish to participate in the CFlight Service will be obliged to adhere to the CFlight Participation Agreement which contains additional terms and conditions applicable to the CFlight Service.

6 **Software**

6.1 Barb warrants and undertakes that it shall procure that the Data Processing Contractor shall:

(a) use all reasonable endeavours and accord with good industry practice to procure that no Disabling Software is contained in, introduced into or affects the Plug-In, the Video-streaming Services or any related software ("**Software**") (including by using the most up-to-date virus definitions for the Plug-In from time to time);

(b) if Disabling Software is found to have been contained in, introduced into or to affect the Software:

(i) as soon as reasonably practicable notify Barb; and

(ii) as soon as reasonably practicable co-operate with Barb to eliminate the Disabling Software or fix the Software and prevent its reoccurrence;

(c) if any Disabling Software is found to have been contained in, introduced into or to have affected the Software (i) as a direct result of the integration or use of the Plug-In solely or (ii) as a direct result of the action or inaction of the Data Processing Contractor in breach of this Rate Card (or as a combination of both), the Data Processing Contractor shall take the action required by paragraph (b) at its own cost, otherwise Barb shall ensure the reasonably incurred costs of complying with paragraph (b) shall be apportioned between the Video-streaming Services Provider and the Data Processing Contractor on a pro rata basis

according to fault;

- (d) give each relevant Video-streaming Services Provider an opportunity to perform its own acceptance test of the Plug-In (and any updates and revisions) to ensure that the use or integration of the Plug-In does not and will not adversely affect Video-streaming Services and each relevant Video-streaming Services Provider will not be obliged to implement any update or revision where such update or revision has a significant adverse effect on the Video-streaming Service;
- (e) at its cost, fix any defects in relation to the Plug-In which adversely affect the collection of Data or have a material detrimental effect on the performance of the Video-streaming Service, or otherwise provide an alternative in the event that it is unable to fix such defects, provided that where defects are not attributable to the Data Processing Contractor or the Plug-In solely, reasonably incurred costs will be apportioned between the relevant Video-streaming Services Provider and the Data Processing Contractor on a pro rata basis according to fault;
- (f) ensure that the Plug-In does not contain open-source software, meaning software for which the underlying programming code is publicly available to users so that they may read it, make changes to it and/or build new versions of the software incorporating their changes; and
- (g) the use of the Plug-In as reasonably envisaged by the parties under this Rate Card shall not infringe the Intellectual Property Rights of any third party (provided that the Data Processing Contractor shall not be liable for infringement claims which are caused in whole or in part by modifications, changes or other alterations to the Plug-In which are made by Video-streaming Services Providers or by any third party on their behalf, in each case other than in accordance with the written directions of the Data Processing Contractor).

6.2 Barb shall indemnify, defend and hold harmless any Video-streaming Services Provider and their directors, officers, employees, successors and assigns from any and all Losses arising from or in connection with the failure by Barb to procure that the Data Processing Contractor and its sub-contractors, employees, agents and/or independent contractors comply with the obligations set out in paragraph 6.1, provided that such Video-streaming Services Provider(s): (a) conducted appropriate acceptance testing of the Plug-In prior to implementation and in line with any reasonable instructions of the Data Processing Contractor; and (b) use their reasonable endeavours to mitigate any Losses (including by ceasing to use the Plug-In and/or removing it from the relevant Video-streaming Services upon Barb or the Data Processing Contractor's reasonable request) and provided that Barb has successfully recovered such Losses from the Data Processing Contractor, having used its best endeavours to do so.

- 6.3 The maximum liability of Barb for any breach or series of related breaches of paragraph 6.2 shall not exceed £1,000,000 (one million GBP) and the aggregate liability of Barb for the period of the relevant contract between Barb and the Data Processing Contractor shall not exceed £3,000,000 (three million GBP).

7 AI Systems and Large Language Models

- 7.1 The User will not use any Data in any AI System (including any Large Language Model) without the express prior written consent of Barb. When requesting Barb's consent, a full breakdown of how the Data is to be used will need to be supplied in the format outlined in Annexure E.
- 7.2 The User agrees not to use the Data to train, fine-tune, or enhance any publicly accessible AI System (including any Large Language Model), including but not limited to open-source models or models intended for public distribution. The User shall ensure that the Data is handled and processed in a manner that prevents its integration into any public AI System (including Large Language Model) training datasets. This includes implementing technical and organisational measures to segregate the Data from any datasets used for public AI System (including Large Language Model) training.
- 7.3 Barb may immediately revoke any permission for the use of its Data in the event it reasonably suspects or becomes aware of a breach of the terms of this Rate Card.
- 7.4 The User agrees to immediately notify Barb in writing upon becoming aware of any breach by the User of the prohibition on using the Data for any AI System (including Large Language Model) training in breach of the terms of this Rate Card. The notification must include details of the breach and corrective actions taken to prevent recurrence. If corrective actions are not acceptable to Barb then permission for the use of the Data in the AI System (including Large Language Model) will be immediately revoked.
- 7.5 The User agrees to indemnify, defend, and hold harmless Barb from and against any and all claims, liabilities, damages, losses, and expenses arising out of or in connection with the User's breach of the prohibition on using the Data for public AI System (including Large Language Model) training howsoever incurred.
- 7.6 Any use of Data in an AI System (including a Large Language Model) which is approved by Barb will be subject to audit to ensure that Data has been used under the terms and conditions of this Rate Card. The User will agree to pay the cost of the audit.
- 7.7 A guidance note on the acceptable use of Data in an AI System (including a Large Language Model) is available from Barb. This guidance note will be updated periodically and Users are advised to check the website regularly for any updates.

8 Usage and ownership of Data

- 8.1 Save as otherwise expressly stated herein, only the specified User who is a signatory to the Rate Card may only use the Data and Barb-Related Services in accordance with the terms of a Barb Licence purchased under the terms set out in this Rate Card. Save as where otherwise permitted pursuant to the Licence held by it, a User may only use the Data for its own Internal Purposes.
- 8.2 Other than as expressly permitted in this Rate Card, no User shall, without the prior written consent of Barb, directly or indirectly pass on, transfer, publish or sell any Data or extracts from Data or information or data verified by, derived from or distilled from Data to any person who is not also a User or an End User and shall procure that such persons will not publicise, use, transfer, sell or reference in any way the Data or any information or data verified by, derived or distilled from Data and shall use the same solely for its Internal Purposes. Any Broadcaster, SVOD, AVOD (including FAST Channels) or Video-sharing Platform Provider which has its services reported by Barb must obtain its own Barb Licence under paragraph 1.3 or paragraph 1.4 of Part A should it wish to access any Barb-Related Service or Data and no User shall be permitted to directly or indirectly pass on, transfer, publish or sell any Data or extracts from Data or information or data verified by, derived from or distilled from Data to any Broadcaster or Video-streaming Services Provider which has its Services reported by Barb by way of an End User Licence or otherwise.
- 8.3 The User shall treat the Data as confidential to Barb and shall not disclose or otherwise divulge any part of the Data (whether electronically or otherwise) to any person to whom it is not permitted pursuant to the terms of its Licence or make any other use whatsoever of the Data otherwise than as permitted pursuant to the terms of its Licence without the prior consent in writing of Barb. This obligation shall not apply to any part of the Data which is in the public domain otherwise than as a result of a breach of this Rate Card.
- 8.4 The copyright and database right in the Data, the Databases and the Reports shall at all times remain vested in Barb and any reproduction of the Data shall be credited to Barb provided that nothing in this paragraph 8.4 shall prevent the use of the Data, the Databases and the Reports by the User in accordance with the terms of the Rate Card.
- 8.5 Without express permission from Barb in writing, the User shall not make any copy of the whole or part of either of the Databases or the Reports except for any purposes permitted by this Rate Card and no such copy which is made for such purposes shall be made available by the User to any other person except as permitted by this Rate Card.
- 8.6 Except where the User is entitled pursuant to the terms of this Rate Card to provide Data and Barb-Related Services to persons who are not Barb Underwriters, Users or End Users or where the User requires Data only for its own Internal Purposes, Barb shall make available to the User on the Barb website or otherwise as Barb sees fit, the Central User List and shall use reasonable endeavours to make available details of changes as and

when they occur.

- 8.7 Where the User provides Barb-Related Services to its Clients pursuant to this Rate Card, it shall provide, quarterly (within 30 days after the end of the relevant quarter), a list of Clients to whom Barb-related information is provided pursuant to this Rate Card and shall promptly notify Barb of any changes to that list. The Client list for the final quarter of the calendar Year (the period 1 October 2025 to 31 December 2025) is to be accompanied by an executed version of the pro-forma Declaration Letter set out in Annexure C of this Rate Card, which must be signed by a director of the User or, if the User is not a company, any other authorised signatory or signatories (as applicable).
- 8.8 The name of the User and of any of its Clients who are registered pursuant to this Rate Card shall be added to the Central User List which shall be published on the Barb website or otherwise as Barb sees fit (although Barb shall not identify which Clients relate to any specific User).
- 8.9 Where the User provides Barb-Related Services to its Clients pursuant to this Rate Card, it shall ensure that each of its Clients to whom it provides Barb-Related Services is made aware of the limitations contained in this Rate Card on the Client's use of the Data and shall ensure its Clients are either Users or End Users. If a User fails to comply with the obligations set out in this paragraph 8.9, Barb shall be entitled to terminate all Barb Licences held by such User upon written notice with immediate effect.
- 8.10 A User may only create, issue or publish its own television and Video-streaming Services data (whether or not it has used Data in verifying, substantiating or calibrating such data) in accordance with the terms of this paragraph 8.10 and paragraph 8.11. A User shall not, and shall procure that its Clients shall not, refer to, adopt or otherwise use the Barb name or any derivatives of the Barb name or logos associated with the Barb name in conjunction with the operation of the Rate Card, including in respect of any such data or in any manner which might suggest, or may lead a person to believe, that the data is provided by, verified by or derived from Data without first obtaining the prior written consent of Barb which may, in its absolute discretion, attach such conditions to such reference, adoption or use as it considers fit.
- 8.11 If a User creates, issues or publishes its own television and Video-streaming Services data, and for the purpose thereof the User has either integrated the Data with other data (such other data being hereinafter referred to as "**Non-Barb Data**") or used the Data for the process of calibrating the integration of other sources of Non-Barb Data, such User may only integrate the Non-Barb Data with the Data, or use the Data to calibrate Non-Barb Data (as applicable), where such Non-Barb Data:
- (a) is obtained from sources which calculate television and Video-streaming Services data by reference to definitions of: (i) programme reach; (ii) channel/service reach; and (iii) campaign reach and frequency, or their respective equivalent definitions, which are objectively equivalent to those definitions used by Barb in order for it

to publish its Data and therefore sufficiently similar to enable a fair and accurate aggregation or calibration of the Non-Barb Data and the Data; and

- (b) such definitions are ratified to recognised industry standards, as defined and transparently documented by joint industry currencies or organisations such as (but without limitation) the Media Ratings Council.

Where Barb generates broadcast timings of commercial spot airtime from Data, Users will not integrate or use such Data with Non-Barb Data to create campaign reach and frequency. Campaign reach and frequency may only use Barb viewing Data and any other use of commercial spot airtime information for generating estimates of campaign performance is strictly prohibited. More information about the integration of Non-Barb Data with Barb Data is available in the guidance note from Barb which is updated periodically.

- 8.12 Paragraph 8.11 of Part B of this Rate Card shall apply to all Barb Users. Barb permits such Users to enable their respective Clients to apply customised definitions of (i) programme reach; (ii) channel/service reach; and (iii) campaign reach and frequency (or their respective equivalent definitions) for the purpose of analysing the Data as permitted under their End User Licence, provided that analysis settings default to definitions ratified to recognised industry standards, as defined and transparently documented by joint industry currencies or organisations such as (but without limitation) the Media Ratings Council. Each User shall be responsible for demonstrating to Barb that it has complied with paragraph 8.11 upon request from Barb for evidence of the same. If in Barb's opinion a User is not compliant with paragraph 8.11, Barb shall have the right to suspend the User's Barb Licence and any End User Licence in respect of a Client of such User, until such time as the User can demonstrate to Barb's satisfaction that paragraph 8.11 has been complied with.
- 8.13 Each User shall fully indemnify Barb in respect of any Losses caused to or suffered by Barb as a result of such User's failure to comply with (or to procure an End User Licence holder's compliance with) the terms and conditions of the Rate Card.
- 8.14 A Consultant is permitted to access a User or an End User's Data without needing a separate End User Licence provided that the following criteria are met:
 - (a) the Consultant typically works from the User or End User's offices and uses such User or End User's facilities like any other employee of the User or End User;
 - (b) the Consultant is working with Data exclusively for one Client at a time; and
 - (c) the Consultant does not advertise, whether on his or her website or otherwise, that it provides Barb-Related Services.
- 8.15 A software company is permitted to access a User or an End User's Data without needing its own, separate Licence where it is building a software system that will allow the User or

End User to analyse Data. The software company will require a Licence as outlined in paragraph 3, Part A of this Rate Card if it uploads Barb Data on an ongoing basis to the User or End User's software system once it is built.

- 8.16 Users holding any of the licences granted under paragraphs 1, 2, 3, 5, 6, or 11 of Part A only may purchase the licence set out in paragraph 8 of Part A. The Data provided under the licence set out in paragraph 8 of Part A may not be shared with any SVOD, AVOD (including FAST Channels) and Video-sharing Platform Providers whose viewing Barb is capturing and reporting under this licence but are not a Barb User. A current list of providers who are not a Barb User, and hence data should not be shared with, is available to view on the Barb website.
- 8.17 Users holding a licence granted under paragraph 3 of Part A, who have a software system that provides analytical services or offer Barb-Related Services, may provide the Data received by them in respect of SVOD, AVOD (including FAST Channels) and Video-sharing Platform data to holders of licences granted under paragraph 8 of Part A.
- 8.18 Delivery of the Data under this paragraph will be subject to regular independent audit by or on behalf of Barb, to ensure that only licence holders under paragraph 8 of Part A of this Rate Card are receiving the Data made available under the licence and they are using it in accordance with its terms. Barb reserves the right to audit users of the Data shared via the licence granted under paragraph 8 of Part A to ensure that the terms and conditions of the licence and this paragraph of this Rate Card are being adhered to.

9 Accuracy of Data and Liability

- 9.1 Barb does not warrant the accuracy of the Data and accepts no liability whatsoever to the User in relation to the Data or the Service whether in contract, tort or otherwise including liability for any errors, defects or omissions in the Data, any harm caused to any computer system caused in whole or in part by the installation or uploading of the Data onto that system, delays in the delivery of the Data or any breakdown or cessation of the Service or the supply of the Data from the Data Processing Contractor(s) howsoever caused.
- 9.2 Without prejudice to paragraph 9.1, the User hereby acknowledges that the Data (in whatever form) is the result of statistical sampling and survey procedures which are designed to produce estimates of television audiences within the limits of normal statistical error.
- 9.3 In no circumstances shall Barb be liable to the User in contract, tort or otherwise for loss (whether direct or indirect) of profits, goodwill, business (including advertising revenue) or anticipated savings or for any indirect or consequential loss whatsoever (including any such loss suffered by any other person in circumstances where that person is entitled to recover the same from the User).
- 9.4 If either party (the "affected party") is affected by Force Majeure it shall promptly notify the other party of the nature and extent of the circumstances in question.

Notwithstanding any other provisions of this Rate Card, neither party shall be deemed to be in breach of this Rate Card, or otherwise be liable to the other, for any delay in performance or other non-performance of any of its obligations under this Rate Card (other than any obligation to pay any moneys as they fall due) to the extent that the delay or non-performance is due to Force Majeure of which it has notified the other party and the time for performance of that obligation shall be extended accordingly. If the affected party is prevented by Force Majeure from performing its obligations under this Rate Card (other than any obligation to pay any moneys as they fall due) for a continuous period of three months or more, either party may terminate this Rate Card forthwith on written notice to the other. Where Barb is the affected party and this Rate Card is terminated under this paragraph, Barb shall refund to the User any sums paid in advance on a pro rata basis.

9.5 Without prejudice to the foregoing, Barb's liability to the User in contract, tort or otherwise arising under or in connection with this Rate Card for any incident or series of related incidents shall be limited to the lesser of:

- (a) a reasonable proportion (having regard to the direct loss suffered by the User and any direct losses suffered by other Users to Barb as a result of the incident or series of related incidents in question) of such sum as Barb is reasonably able to recover from the Contractors in respect of such incident or series of related incidents, and
- (b) £500,000,

but shall not in any event exceed the actual amount of the liability so incurred.

9.6 Paragraph 9.5 shall not apply in circumstances where as a result of an incident or series of related incidents that affects or is likely to affect all or a significant proportion of Barb's Users such that Barb's liability in aggregate to all affected Users in respect of such incident or series of related incidents would (but for this paragraph 9.6) exceed the level of Barb's insurance cover from time to time. In such circumstances, Barb's liability to the User in contract, tort or otherwise arising under or in connection with this Rate Card shall be limited to the greater of:

- (a) a reasonable proportion (having regard to the direct loss suffered by the User and any direct losses suffered by other Users to Barb as a result of the incident or series of related incidents in question) of such sum as Barb is reasonably able to recover from the Contractors in respect of such incident or series of related incidents; and
- (b) such sums as are recoverable under Barb's insurance cover apportioned pro rata to the value of each User's claim,

but shall not in any event exceed the actual amount of the liability so incurred.

- 9.7 Barb shall use its reasonable endeavours to maintain an appropriate level of insurance cover having regard to the resources available to Barb, the nature and scale of possible claims against Barb, availability of appropriate insurance at a reasonable premium and other factors that appear relevant to Barb (acting reasonably).
- 9.8 Each provision, including any part of any provision, of this paragraph is to be construed as a separate exclusion or limitation applying and surviving even if for any reason one or other of such provision (or part thereof) is held to be inapplicable or unreasonable in any circumstances and shall remain in force notwithstanding termination of this Rate Card.
- 9.9 Barb does not hereby exclude or restrict liability either for death or personal injury resulting from its own negligence or for fraud.
- 9.10 References in this paragraph 9 to tort include negligence and breach of statutory duty.
- 9.11 Except as expressly stated in this Rate Card, all warranties and conditions whether express or implied by statute, common law or otherwise (including but not limited to the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or as to the use of reasonable care and skill) are hereby excluded to the extent permitted by law.

10 **Data Protection and Privacy of Panel Members**

- 10.1 For the purposes of this Rate Card, the terms "processing", "personal data", "controller", "processor" and "data subject" shall bear the same meanings as set out in the UK General Data Protection Regulation.
- 10.2 Each of Barb and the User agrees and acknowledges that:
- (a) the provision of the Service by Barb shall not involve the transfer of any personal data relating to Panel Members from Barb to the User;
 - (b) to the extent that either of Barb or the User processes personal data under or in connection with this Rate Card, each party shall act as a separate controller; and
 - (c) each of Barb and the User shall, at its own expense, ensure that it complies with the applicable requirements of the Legislation in respect of any personal data that it processes under or in connection with this Agreement.
- 10.3 The User represents, warrants and undertakes to Barb that it shall not, directly or indirectly under any circumstances actively seek to discover (or permit to be discovered) the identity of the Panel Members, whether by reverse engineering or decompiling Data, correlating or cross-referencing Data with the User's own data regarding the identity of the User's Clients, or otherwise.
- 10.4 The User acknowledges that Barb does not have consent from the Panel Members to allow Barb to disclose the identity of those Panel Members to it or any third party.

Accordingly, any attempt by the User (including without limitation any End User) to discover the identity of all or any of the Panel Members may result in a fine, payment for damages and/or criminal sanctions being imposed upon Barb. In the event that a fine, payment for damages and/or criminal sanction is imposed upon Barb as a result of such actions by the User (which shall include without limitation by any End User), the User shall indemnify Barb against all Losses in relation thereto.

- 10.5 In the event that the User discovers the identity of any Panel Member, including through the use of an AI System (including a Large Language Model) as permitted under Paragraph 7, Part B, the User shall not attempt to contact that Panel Member and shall promptly notify Barb that it has discovered the identity of a Panel Member. In such circumstances, Barb shall be entitled to take any steps which it considers reasonably necessary in order to protect the integrity of the Service and the Data and the anonymity of the Panel Member, including the suspension of the User's access to Data.
- 10.6 Barb reserves the right, on reasonable notice, during normal business hours and acting confidentially, either itself or through an appointed agent or representative, to inspect the User's premises for the purpose of establishing that the User has not breached, is not in breach of, and has not made any attempts to breach this paragraph 10. The User shall co-operate with any such investigation and shall ensure its employees co-operate with any such investigation.
- 10.7 Each of Barb and any Users (which shall include, for the avoidance of doubt, any Broadcaster and Video-streaming Services Provider) shall comply with the Legislation so far as it is applicable in undertaking its obligations under this Rate Card (and in particular unless otherwise set out in this Rate Card, each User shall only be responsible for compliance with the Legislation under this Rate Card in relation to the Contract Data until the point in time of the collection of the Contract Data by the Data Processing Contractor, to the extent applicable).
- 10.8 Barb and the relevant Video-streaming Services Provider who chooses to tag their content using the Barb SDK shall be joint controllers in respect of the Customer Personal Data.
- 10.9 Barb shall engage the Data Processing Contractor as its processor in respect of its processing of the Customer Personal Data.
- 10.10 Without limiting the parties' obligations under this paragraph 10, each of Barb and any Video-streaming Services Provider that has implemented the Barb SDK shall abide by its own data protection and data security policies in undertaking any processing of data under this Rate Card.
- 10.11 Video-streaming Services Providers that have implemented the Barb SDK hereby consent to the Data Processing Contractor collecting the Contract Data via the Plug-In on behalf of Barb subject to Barb's compliance with paragraph 10.17 and paragraph 10.18.
- 10.12 Barb warrants and undertakes that it will and it will ensure that the Data Processing

Contractor and its sub-contractors, employees, agents and/or independent contractors will:

- (a) subject to paragraph 10.12(b), treat all Customer Personal Data as personal data;
- (b) duly observe and comply with the obligations set out in the Legislation in connection with this Rate Card and the Customer Personal Data, regardless of whether the Legislation is applicable to the Customer Personal Data (except in relation to any requirement to make third party notifications, obtain data subject consents other than pursuant to paragraph 10.12(e), or comply with data subject requests other than pursuant to paragraph 10.12(e), to the extent the same is not required by the Legislation in relation to such Customer Personal Data);
- (c) treat all Contract Data as confidential;
- (d) not transfer, or permit the transfer of, the Customer Personal Data outside the UK, including by its sub-contractors, employees, agents and/or independent contractors unless such transfer is made where reasonably practicable with the prior written consent of Barb and in any event, in accordance with the Legislation;
- (e) promptly provide such assistance as a Video-streaming Services Provider who has implemented the Barb SDK may reasonably require (including a copy of all relevant Customer Personal Data (to the extent that such Customer Personal Data is "personal data") in order for a Video-streaming Services Provider to deal with any request for subject access under the Legislation and assist the Video-streaming Services Provider in its management of access requests, queries and complaints, provided that (i) the Video-streaming Services Provider reimburses Barb's reasonable and pre-agreed costs of providing such assistance, and (ii) Barb uses all reasonable endeavours to minimise such costs;
- (f) implement and maintain appropriate technical and organisational measures to protect the Customer Personal Data against accidental or unlawful processing, destruction or accidental loss, alteration, unauthorised disclosure or access or damage, and against all other unlawful forms of processing sufficient to comply with the obligations imposed by the Legislation and where relevant and reasonably practicable the information security policies as notified to Barb from time to time (within a reasonable period of time from the date of notification) to ensure the Customer Personal Data is kept securely;
- (g) notify each Video-streaming Services Provider who has implemented the Barb SDK as soon as possible and in any event, within 48 hours, (or sooner where required in order to comply with applicable Legislation) if it becomes aware of, or reasonably suspects the occurrence of, any unauthorised or unlawful processing, loss of, damage to or destruction of any of the Customer Personal Data or of any other data security breach under the Legislation;

- (h) use measures which are consistent with good industry practice and reflect current technology and regulatory requirements to anonymise the Contract Data;
- (i) not retain Customer Personal Data or any copies or records incorporating Customer Personal Data for longer than is reasonably necessary to carry out the Services other than as provided for in paragraph 10.12(j) below;
- (j) on 5 Working Days' written notice from a Video-streaming Services Provider who has implemented the Barb SDK either exercising its rights pursuant to this Rate Card or notifying Barb of an individual's exercise of his or her rights pursuant to the Legislation, such notice requiring that Barb and the Data Processing Contractor cease collecting or otherwise processing their data and/or delete certain data, to cease to process the relevant Customer Personal Data (provided that where all collection from a Video-streaming Services Provider's Video-streaming Service is to cease, the Video-streaming Services Provider has deactivated the Plug-In in the Video-streaming Service) and/or delete or destroy the relevant Customer Personal Data (except for so long as such Customer Personal Data is required to be held in relation to audit or regulatory requirements or where such Customer Personal Data is contained in electronic backups made in the normal course of the Data Processing Contractor's business, provided it continues to be kept in accordance with this paragraph 10.12 for such time and is deleted as soon as reasonably practicable thereafter).

10.13 The Data Processing Contractor will only return the Contract Data back to the Video-streaming Services Provider who has implemented the Barb SDK or provide the Contract Data to Barb in an anonymised and non-aggregated form.

10.14 Barb confirms and warrants that, subject to paragraph 10.12(e), it will not have or seek to have direct access to Customer Personal Data.

10.15 Each Video-streaming Services Provider who has implemented the Barb SDK hereby warrants and undertakes that it will obtain and maintain all necessary registrations, notifications and authorisations required to permit the Data Processing Contractor to collect the Customer Personal Data via use of the Plug-In, and to the extent required for it to be processed lawfully in accordance with the Legislation, provided that where Barb believes registrations, notifications and authorisations are necessary for activity beyond the scope of the services of the Data Processing Contractor Barb will request in writing that the Video-streaming Services Provider obtain such registrations, notifications and authorisations, and the Video-streaming Services Provider will not refuse such requests unreasonably.

10.16 Barb will be solely responsible for ensuring:

- (a) the Data Processing Contractor will anonymise or otherwise process the Customer Personal Data in accordance with paragraph 10.12(h); and

- (b) the Data Processing Contractor will combine the anonymised Customer Personal Data with other data of Barb in its possession in order to develop the Service in accordance with the instructions from Barb from time to time.

- 10.17 Barb represents, warrants and undertakes that all Data provided by the Barb-Related Services to a Video-streaming Services Provider who has implemented the Barb SDK (including the combined data referred to in paragraph 10.16(b)) will have been anonymised or otherwise processed such that it does not constitute the 'personal data' of that Video-streaming Services Provider's viewers under the Legislation.
- 10.18 Barb shall at all times whether during or after termination or expiry of this Rate Card indemnify, defend and hold harmless the Video-streaming Services Providers who have implemented the Barb SDK and their directors, officers, employees, successors and assigns ("**Indemnified Parties**") from any and all Losses arising from or in connection with the failure by Barb to ensure that the Data Processing Contractor and its sub-contractors, employees, agents and/or independent contractors comply with the obligations set out in paragraph 10.12 (a "**DP Claim**"), provided that the Indemnified Parties use their reasonable endeavours to mitigate their Losses in respect of the DP Claim and provided that Barb has successfully recovered such Losses from the Data Processing Contractor, having used its best endeavours to do so.
- 10.19 The maximum liability of Barb for any breach or series of related breaches of this paragraph 10 shall not exceed £2,000,000 (two million GBP) and the aggregate liability of Barb for the period of the relevant contract between Barb and the Data Processing Contractor shall not exceed £6,000,000 (six million GBP).

11 **Payment Terms**

- 11.1 Fees (except for the Linear Service, associated Non-linear Service, BVOD, SVOD, AVOD (including FAST Channels) and Video-sharing Platform Set-Up Fee and any End User Licences) payable in relation to any Year shall be payable quarterly in advance in equal instalments on 2 January, 1 April, 1 July and 1 October in each Year. The Licence Fees payable under paragraphs 1, 2.1(a), 2.1(b) (but for the avoidance of doubt not 2.1(c) or 2.2(b)), 3 (excluding 3.13(b) and (c)), 4, 5, 6, 7, 8, 9 (excluding 9.1(b)), 10 and 11 of Part A by a person who becomes a User during the course of a Year shall be the total annual Fee that would have been payable had that person been a User since the beginning of that Year (the "**Total Annual Fee**"), prorated to the beginning of the month during which that person became a User (the "**Prorated Fee**"). An initial payment shall be due and payable on the date that person became a User which shall be calculated as the amount of the Prorated Fee less an amount or amounts of 25% of the Total Annual Fee per quarter remaining in the Year. 25% of the amount of the Total Annual Fee shall then be due and payable in each subsequent quarter. Notwithstanding the previous two sentences, where

a person becomes a User during the fourth quarter the Prorated Fee shall be immediately due and payable on the date on which the person becomes a User.

- 11.2 The Linear Service, associated Non-linear Service, BVOD, SVOD, AVOD (including FAST Channels) and Video-sharing Platform Set-Up Fee is a non-refundable one-off Fee payable in respect of each Linear Service, associated Non-linear Service, BVOD, SVOD, AVOD (including FAST Channels) and Video-sharing Platform the User wishes to have separately reported by Barb. It is payable in full on submission of the completed User application form and thereafter on each occasion when the User materially changes the content of an existing Linear Service, associated Non-linear Service, BVOD, SVOD, AVOD (including FAST Channels) or Video-sharing Platform to the extent that a new unique Barb service code has to be allocated, in accordance with Barb's procedures. A Linear Service, associated Non-linear Service, BVOD, SVOD, AVOD (including FAST Channels) or Video-sharing Platforms shall not be reported unless and until the Set-Up Fee is paid.
- 11.3 Fees in relation to End User Licences shall be payable annually in advance before any Barb-Related Services are provided to an End User. It is the User's responsibility to make sure each of its Clients is a User in its own right or has a paid-up End User Licence. Where a new End User was not in possession of an End User Licence (or, in any Year when the End User Licence regime was not in existence, any authorisation which was used in place of an End User Licence) that End User will only be required to pay a Fee for that Year pro rated from the first day of the month in which it became an End User to 31 December of that Year, but in all other circumstances it will be required to pay the full annual Fee in accordance with paragraph 3.11 of Part A of this Rate Card.
- 11.4 Barb acknowledges that in certain limited circumstances an employee of a User's Associate, who is not contractually employed by the User itself (**Relevant Associate Employee**), may require access to the Data in connection with internal reporting on key business indicators to Associates, for example audience size and advertising revenue. Subject to the User notifying Barb in writing (in the form set out in Annexure F) of the identity of the Relevant Associate Employee and the justification for requiring access to the Data and the User procuring that its relevant Associate and Relevant Associate Employee comply with all terms of this Rate Card, Barb shall not unreasonably withhold its consent to permitting access of the Data to the Relevant Associate Employee provided such usage is only for purposes permitted under the terms of this Rate Card (including Internal Purposes). The User shall indemnify Barb in accordance with paragraph 8.13 of Part B of this Rate Card for any Associate's and/or Relevant Associate Employee's failure to comply with the terms of this Rate Card.
- 11.5 Subject to any approved uses granted by Barb pursuant to Paragraph 11.4 of Part B, every entity using Data or Barb-Related Services must be a User or an End User in its own right and have its own Licence or End User Licence, regardless of whether it forms part of a Corporate Group with another User or End User.
- 11.6 Where the User is paying a Fee based on an estimated amount of UK Television Billings,

Programme Sales or any other Fee which cannot be calculated in advance including (without limitation) Fees pursuant to a Barb Licence contained in paragraph 2.2 or paragraph 7.1(c) of Part A, it shall pay the Estimate on account of the Fee (as the case may be) in accordance with the following provisions:

- (a) The User shall, in relation to any Year, pay the Estimate for the Year in quarterly instalments in advance on January 2, April 1, July 1 and October 1 in each Year.
- (b) The User shall, in relation to each Year, submit to Barb a statement in such form as Barb may reasonably prescribe of the User's forecast of the Fee (as the case may be) for that Year, to which Barb shall have regard in establishing the Estimate for that Year. The forecast shall be based, in good faith, on the relevant Appropriate Measure. The first such statement shall be submitted on the date such User became a Barb User and each subsequent statement shall be submitted not later than November 15 immediately before the Year in question.
- (c) Users holding Licences under paragraphs 2, 3, 6, 7.1(c), 9 and 10 of Part A shall deliver to Barb as soon as available and not later than January 31 after the end of each Year a complete and duly executed version of the pro-forma Declaration Letter set out in Annexure C of this Rate Card, which must be signed by a director of the User or, if the User is not a company, any other authorised signatory or signatories (as applicable), that details and certifies as accurate the amount of the Fee which is payable for that Year and the amounts by reference to which the Fee was calculated. If Barb considers it necessary to further confirm the accuracy of the statement, Barb may, in addition to any other rights it may have under this Rate Card, require by notice in writing to the User that the statement be certified as correct by the User's auditors at the User's cost. Barb may not give any such notice later than one Year after receipt of the statement to which it relates. If the Fee is more than the Estimate, the User shall forthwith pay the difference to Barb. If it is less, Barb shall forthwith repay the difference to the User or issue an appropriate credit note as the User shall decide.
- (d) All Linear Services and VOD services that are Barb reported during the Base Period, irrespective of duration, shall count towards the licence fees outlined in paragraph 5 of Part A. Any VOD service which is not featured on the whitelist but captures content that can be attributed to a Barb reported channel or service shall be included as a licence as outlined in paragraph 5 of Part A. A framework for the licence outlined in paragraph 5 of Part A is available from Barb upon request.
- (e) Users holding a licence under paragraph 7 of Part A shall base their forecast for the Fee in paragraph 7.1(b) of Part A on the cumulative share of Total Identified Viewing for the third party linear services, VOD and Video-sharing Platforms they represent (excluding Barb Underwriter Linear and VOD services), as provided by Barb, for the Base Period. The Fee for paragraph 7.1(b) shall be reconciled not later than January 31 after the end of each Year using the cumulative share of Total Identified Viewing for the third party linear services, VOD and Video-sharing Platforms represented

(excluding Barb Underwriter Linear and VOD services) for the period of 12 months expiring December 31 for the Year of the Rate Card (the “calendar year”). The Fee in paragraph 7.1(c) shall be reconciled with the actual advertising revenue arising during the calendar year from sales in the UK. If the Fee is more than the Estimate, the User shall forthwith pay the difference to Barb. If it is less, Barb shall forthwith repay the difference to the User or issue an appropriate credit note as the User shall decide.

- (f) Barb may charge interest on any underpayment by the User at the annual rate of 3% above Barb's principal banker's normal base rate from time to time. The User may charge interest on any overpayment at the same rate.

- 11.7 The Fee for each Linear Service, associated Non-Linear Service, BVOD, SVOD, AVOD (including FAST Channels) or Video-sharing Platform service for 2025 will either be calculated by reference to the average share of Total Identified Viewing of that service for the Base Period or as outlined in paragraph 1.4 by a combination of the share of Total Identified Viewing and the share of advertising revenue.
- 11.8 Where the calculation referred to in paragraph 11.7 is not possible because the Linear Service, associated Non-linear Service, BVOD, SVOD, AVOD (including FAST Channels) or Video-sharing Platform was not reported by Barb until after the start of the Base Period, the average share will be calculated quarterly by reference to the most recent figures that are available to Barb (covering a period not exceeding 12 months) and each quarterly instalment will be calculated at the annual rate applicable to that share. If the average share has moved the channel or associated Non-linear Channel into another banding tier, the Fees will be backdated accordingly.
- 11.9 Where a calculation in paragraph 11.7 is not available because the BVOD, SVOD, AVOD (including FAST Channels) or Video-sharing Platform is not whitelisted by Barb then Barb will add appropriate URLs to the whitelist and implement any other associated reference techniques (as outlined in paragraph 3, Part B) in order to commence measurement. The average share will then be calculated by Barb by reference to the most recent accumulative figures that are available to Barb (covering a period not exceeding 12 months) and each quarterly instalment will be calculated at the annual rate applicable to that share. If the average share has moved the SVOD, AVOD (including FAST Channels) or Video-sharing Platform into another banding tier, the Fees will be backdated accordingly.
- 11.10 The Fee outlined in paragraph 1.4 of Part A, for each Linear Service, Non-linear Service, BVOD, SVOD, AVOD (including FAST Channels) and Video-sharing Platform which is reported by Barb will be calculated by reference to the share of advertising revenue as defined by expressing the advertising revenue for the Linear Service, Non-linear Service, BVOD, SVOD, AVOD (including FAST Channels) and Video-sharing Platform as a percentage of the Advertising Association's reporting of total spot, sponsorship and VOD revenue for television for the Base Period. Should the SVOD, AVOD (including FAST Channels) and Video-sharing Platform revenue data not be included in the Advertising

Association's revenue for television, the platform's data will be added to the Advertising Association's total spot, sponsorship and VOD revenue before the share is calculated.

- 11.11 The advertising revenue for the Base Period is to be submitted for each Linear Service, BVOD, SVOD, AVOD (including FAST Channels) or Video-sharing Platform by no later than November 15 to enable the calculation of the share of the advertising revenue. Such revenue will be treated with the strictest confidence by the Barb Executive and a Clean Team Agreement Letter in substantially the same form as set out in Annexure D of this Rate Card will be provided. If the service launches after the Base Period, and is unable to provide the share of revenue, then the licence fee will be based upon the lowest tier, until such share of revenue can be calculated.
- 11.12 Barb reserves the right to suspend the User's access to the Data and/or suspend reporting of one or more Linear Service, BVOD, SVOD, AVOD (including FAST Channels) or Video-sharing Platform in the event of late payment by the User of any sums due under this Rate Card until such time as all outstanding sums are paid in full. Further, in the event of persistent late payment by the User, Barb reserves the right to vary (at its discretion) the payment terms set out in this Rate Card.
- 11.13 Without prejudice to any other rights it may have, Barb may charge interest on any late payment at an annual rate of 3% above Barb's principal banker's normal base rate from time to time for the period from when the same was due until payment.
- 11.14 Without prejudice to the User's right to terminate this Rate Card under paragraph 13.2 and notwithstanding paragraph 17.2, Barb reserves the right at any time and from time to time to publish a new Rate Card to take effect in substitution for any Rate Card which is then in effect and to change any Fees or other sums payable pursuant to the Rate Card and this paragraph provided that not less than 30 days' written notice along with details of the proposed changes to the Rate Card has been given to the User of the implementation of the new Rate Card or the change.
- 11.15 Unless otherwise specified in this Rate Card, all sums that are required to be paid in advance shall be non-refundable.
- 11.16 All services provided by Barb are subject to VAT at the applicable rate. This applies regardless of the User's location, as Barb services are delivered from the UK. Users based outside the UK will still be charged VAT on Barb's services if they are utilised by the User in the UK, regardless of the location in which the fees are paid. This is in accordance with UK VAT regulations. Barb's VAT registration number is 362 3209 75. Users are encouraged to consult their local tax authorities for any implications of VAT charges in their jurisdiction. All invoices issued by Barb will include the applicable VAT amount. By engaging with Barb's services, Users agree to pay the total amount inclusive of VAT. Any changes in the VAT rate will be automatically applied to the services rendered from the date such changes come into effect, as per UK law.

12 **Compliance**

- 12.1 The User shall maintain proper books, accounts, records, systems, processes and information in relation to its use of the Data and, where relevant, to the persons, including those Associates within the Corporate Group, to whom the User provides Barb-Related Services, to all Barb-Related Services provided to such persons and to all amounts payable in respect of Barb-Related Services including (without limitation) all necessary books, accounts, records, systems, processes and information to evidence compliance with paragraphs 8.11, 8.12 and/or 8.16 of Part B of this Rate Card.
- 12.2 Any book, accounts, records, systems, processes and information to be maintained under this Rate Card shall be subject to audit at reasonable intervals on reasonable notice by Barb, its employees, agents or professional advisers who shall be entitled to take copies or extracts from such books, accounts, records, systems, processes and information and to such further information and action as may reasonably be required to establish or verify the User's compliance with its obligations under this Rate Card, including the amounts payable under this Rate Card, the accuracy of the User's forecast of the Appropriate Measure, compliance with paragraphs 8.11, 8.12 and/or 8.16 of Part B and compliance with the confidentiality provisions of this Rate Card.
- 12.3 The User shall cooperate with any audit or other request carried out under paragraph 12.2 and shall, where access to any third party's books, accounts, records, systems, processes and information as is necessary for the purposes of Barb carrying out such an audit, procure the co-operation of such third party.
- 12.4 Barb, its employees, agents and professional advisers shall treat books, accounts, records, systems, processes and information provided in accordance with this paragraph 12 as confidential and shall not disclose or otherwise divulge the same or any information contained in such books and records to any other person. The rights and obligations of the parties under paragraphs 12.1 to 12.4 shall continue for a period of 12 months following termination of this Rate Card.
- 12.5 When providing advertising revenue or programme sales revenue under paragraphs 1.4, 6.1 or 7.1(c) of Part A, Barb will agree that it shall enter into a Clean Team Agreement Letter in substantially the same form as set out in Annexure D of this Rate Card. Barb reserves the right under paragraph 12, Part B of this Rate Card to audit advertising revenue figures that have been provided to it so as to ensure the correct Fee.
- 12.6 The User shall make its Clients aware of the restrictions on their use of the Data contained in paragraphs 2.3 and 9.2 of Part A of this Rate Card (as applicable) and, to the extent practicable, ensure that they are bound by terms which contain the same restrictions, and shall indemnify, defend and hold harmless Barb and its directors, officers, employees, successors and assigns from any and all Losses caused to or suffered by Barb as a result of any Client's use of the Data in breach of such restrictions.
- 12.7 The User shall make its Associates aware of the restrictions on their use of the Data

contained in paragraph 8.5, Part B of this Rate Card and, to the extent practicable, ensure that they are bound by the terms which contain the same restrictions, and shall indemnify, defend and hold harmless Barb and its directors, officers, employees, successors and assigns from any and all Losses caused to or suffered by Barb as a result of any Associates use of the Data in breach of such restrictions.

- 12.8 The User shall make its Clients aware of the restrictions on their use of the Data contained in paragraph 10.4 of Part A of this Rate Card and, to the extent practicable, ensure that they are bound by terms which contain the same restrictions, and shall indemnify, defend and hold harmless Barb and its directors, officers, employees, successors and assigns from any and all Losses caused to or suffered by Barb as a result of any Client's use of the Data in breach of such restrictions.
- 12.9 If Barb exercises its right to carry out an audit pursuant to paragraph 12.2 in order to evidence the User's compliance with paragraphs 8.11 and/or 8.12 of Part B, the User agrees to pay the cost of the audit.

13 **Termination**

- 13.1 This Rate Card may be terminated by either party by not less than three months' written notice in writing expiring on 31 December, 31 March, 30 June or 30 September in any Year.
- 13.2 The User may terminate this Rate Card by notice in writing (such notice to take effect forthwith) given to Barb within 30 days after any change to the Rate Card pursuant to paragraphs 1.3 and/or 11.14 of Part B of this Rate Card is notified to the User.
- 13.3 Either party may terminate this Rate Card at any time by written notice (such notice to take effect forthwith or as otherwise specified in the notice):
- (a) In the event of a material breach of this Rate Card that is capable of remedy, if the other party shall fail to remedy such breach (including, in the case of the User, any failure to pay any sum due or to submit any statement) within 14 days after the first party shall have given it notice in writing specifying the breach and requiring it to be remedied;
 - (b) In the event of a material breach of this Rate Card by the other party that is incapable of remedy; or
 - (c) If the other party shall have a receiver (including an administrative receiver) appointed over the whole or any part of its assets, if any order shall be made or a resolution passed for its winding up (except for the purpose of amalgamation or reconstruction), if it shall enter into any composition or arrangement with its creditors generally or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if it ceases or threatens to cease to carry on business.
- 13.4 Barb may terminate this Rate Card at any time and with immediate effect by written notice if the Data Processing Contractor(s) cease(s) for any reason to make the Data available to

Barb.

13.5 Upon the termination for any reason of this Rate Card:

- (a) All obligations on Barb to make Data available to the User shall cease. The User shall (unless termination is pursuant to paragraph 10.3) be entitled to continue to use Data already made available to it provided that in so doing it continues to comply with the provisions of this Rate Card and provided that, if it has a Licence to sell analyses, reports or interpretation of Data or to sell an extract from or access to or copies of Data, it shall continue to do so only to those Clients to whom it has provided such analyses, reports or interpretation or extracts, access or copies during the current Year up to the date of termination;
- (b) Any Fee paid or payable by the User for the then current Year shall be apportioned pro rata down to the date of termination;
- (c) If any Fee is payable under this Rate Card, the User shall within 30 days after any such termination submit to Barb a statement (if required by Barb, certified as correct by the User's auditors at the User's cost) for the period down to the date of termination and any Fee payable to Barb or repayable to the User by Barb shall be paid as soon as practicable thereafter;
- (d) The rights and obligations of either party arising under paragraphs 9 and 12 shall survive termination of the Rate Card; and
- (e) Subject as aforesaid, the termination of this Rate Card shall be without prejudice to any claim by either party against the other arising prior to the termination.

14 **Transfer and Assignment**

- 14.1 The User shall not without the prior consent of Barb assign or transfer any of its rights or obligations under this Rate Card to any third party, provided that (i) Barb shall not unreasonably withhold its consent to an assignment or transfer of any such rights, and (ii) any assignee or transferee shall sign a Letter of Consent.
- 14.2 Barb shall not without the prior consent of the User assign or transfer any of its rights or obligations under this Rate Card to any third party provided that the User shall not unreasonably withhold its consent to an assignment or transfer of any such rights and provided further (notwithstanding the foregoing) Barb shall be entitled at any time without the consent of the User to transfer all its rights and obligations to any purchaser or transferee of the whole or substantially the whole of the assets and undertaking of Barb if it has first procured that any such purchaser or transferee has undertaken in writing to the User to be bound by the terms of this Rate Card as if it were a party hereto in place of Barb. Automatically on such a purchase or transfer (subject to the giving of the said undertaking by the purchaser/transferee to the User):

- (a) The User shall look to the purchaser/transferee to discharge the liabilities of Barb under the Rate Card and to observe and perform all the obligations of Barb under it;
- (b) Without prejudice to the obligations assumed by the purchaser/transferee pursuant to the said undertaking, the User shall release and discharge Barb and Barb shall release and discharge the User from all obligations contained in this Rate Card and from all claims and demands whatsoever arising out of or in respect of the Rate Card whether prior to, on or subsequent to the purchase/transfer; and
- (c) The User shall observe and perform all its obligations under this Rate Card and in particular pay all sums in every way as if the purchaser/transferee had been a party to this Rate Card in place of Barb. Without limiting the generality of the foregoing, the User acknowledges and agrees that the purchaser/transferee shall have the right to enforce this Rate Card and pursue all claims and demands whatsoever arising out of or in respect of this Rate Card whether arising prior to, on or subsequent to the date of such purchase/transfer.

15 **Notices**

- 15.1 Any notice to be given under this Rate Card shall be treated as duly given at the time of delivery if delivered personally and 48 hours (Saturdays, Sundays and public holidays excluded) after being posted if sent pre-paid by first class post by either party to the other at the address set out in the Letter of Consent in relation to the User and at the address set out in paragraph 15.2 in relation to Barb or such other address as either party shall designate for this purpose by written notice to the other. Notice may also be given by email to the email address set out in paragraph 15.2 with receipt being treated as time of delivery.
- 15.2 Notices to Barb shall be delivered to:

Barb Audiences Limited
114 St. Martin's Lane
London WC2N 4BE
Attention: Sara Cheeseman (Company Secretary)

Email: sara.cheeseman@barb.co.uk

16 **Acceptance**

- 16.1 A User must indicate its acceptance of the terms and conditions of this Rate Card by signing a Letter of Consent.
- 16.2 Barb will have no obligations or liability to any party which has not signed a Letter of Consent, or in relation to when Barb has not counter-signed a Letter of Consent.
- 16.3 Each User hereby warrants, represents and undertakes to Barb that neither it, nor any of its Clients, has used or will use Data in any way which is inconsistent with or outside the

scope of the Barb Licence(s) granted to it hereunder, including without limitation that it has not and none of its Clients have used Data or otherwise disclosed Data to any third party otherwise than in accordance with the terms of this Rate Card. This warranty, representation and undertaking shall be deemed to be given by each User on each day on which they are a Barb Licence holder hereunder and any breach hereof shall constitute a material breach of the Rate Card entitling Barb to terminate all Barb Licences entered into by the relevant User with immediate effect and without prejudice to any other rights and remedies available to Barb relating thereto.

- 16.4 Without prejudice to any other rights or remedies that Barb may have, the User acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Rate Card by the User. Accordingly, Barb shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Rate Card.

17 **General Terms and Conditions**

- 17.1 This Rate Card shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English and Welsh courts.
- 17.2 This Rate Card and the Letter of Consent shall constitute the entire agreement between the parties with respect to the subject matter thereof and supersede all prior agreements between the parties relating thereto. A person who has not signed a Letter of Consent shall not be entitled to enforce any term of this Rate Card under the Contracts (Rights of Third Parties) Act 1999.
- 17.3 References in this Rate Card to "year", "annually", "per annum" etc. are references to calendar Years.
- 17.4 The Introduction and headings in this Rate Card are to be read as part of the operative paragraphs of this Rate Card and in the case of conflict with any other term herein, this paragraph shall apply.
- 17.5 References in this Rate Card to paragraphs are, unless the context otherwise requires, references to paragraphs of the relevant Part of this Rate Card.
- 17.6 References in this Rate Card to any statute or statutory provision include, unless the context otherwise requires, references to that statute or provision as from time to time amended, extended or re-enacted.
- 17.7 The masculine includes the feminine and the neuter, and the singular includes the plural and vice versa.
- 17.8 Where a word or expression is described as including a particular item or items, use of the word "including" shall not limit the generality of the foregoing word or expression.

- 17.9 Where there is a conflict between the Introduction, Part A and/or Part B of this Rate Card, Part A will prevail, followed by the Introduction.

Part C: Definitions

In this Rate Card capitalised terms shall have the following meanings unless the context otherwise requires:

Advertising Association means an independent company who provides advertising expenditure which has been provided by Broadcasters and Media Agencies. The Advertising Association produce this report in conjunction with WARC (World Advertising Research Center);

Advanced Campaign Hub means a pre campaign planning tool which allows campaigns to be planned across linear TV and VOD services;

Advertising Space means all traded advertising opportunities on linear channels, associated VOD services as well as non-Barb reported services;

AI System means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments;

Appropriate Measure means, in any Year:

- (a) in relation to a Licence under paragraph 2.1 of Part A of this Rate Card, the User's estimate of its UK Television Billings;
- (b) in relation to a Licence under paragraph 2.2 of Part A of this Rate Card, the User's estimated number of Clients purchasing Barb-Related Services;
- (c) in relation to a Licence under paragraph 3 of Part A of this Rate Card, the User's estimated number of Clients purchasing Barb-Related Services;
- (d) in relation to a Licence under paragraph 4.2 of Part A of this Rate Card, the User's estimate of its likely circulation;
- (e) in relation to a Licence under paragraph 6 of Part A of this Rate Card, the User's estimate of Programme Sales;
- (f) In relation to a Licence under paragraph 7(c) of Part A of this Rate Card, the User's estimate of advertising revenue;

Associate means in relation to a company means any holding company of that company and any other subsidiary of that holding company (within the meaning of section 1159 of the Companies Act 2006) from time to time;

AVOD means an advertiser-funded video-on-demand service;

AVOD Provider means a User who is a provider of AVODs which has elected to receive the AVOD Services pursuant to a Licence under paragraph 1.3 or 1.4 of Part A of this Rate Card;

AVOD Services means the measurement of the AVOD provided by Barb at the election of an

AVOD Provider pursuant to a Licence granted under paragraph 1.3 or 1.4 of Part A of this Rate Card;

Barb Executive means the personnel responsible for running the Barb service, excluding the Barb Underwriters;

Barb Licence or **Licence** means each and any licence granted to a User pursuant to a Letter of Consent and in accordance with the terms and conditions of the Rate Card;

Barb-Related Service means any service which:

- (a) includes Data,
- (b) is in any way based on Data,

but does not include a service consisting of the resale of Data without any added value arising from the processing of the Data and/or its combination with any other data;

Barb SDK means the Software Development Kit provided by Barb's Data Processing Contractor to enable collection of census data from video-streaming services;

Barb Tag means the software code executed by the SDK that generates census data;

Barb Underwriter means an entity as identified on the Central User List as may be updated from time to time;

Base Period means the 12 month period ending 30 June preceding the current Rate Card in which the Fees outlined under paragraphs 1.3, 1.4, 5 and 7, are calculated;

Broadcaster means a User who is also a broadcaster of television channels which has elected to receive the Service;

BVOD Broadcaster means a User who is also a broadcaster of BVODs which has elected to receive the BVOD Services pursuant to a Licence under paragraph 1.3 or 1.4 of Part A of this Rate Card;

BVOD Player means a BVOD Broadcaster's player pursuant to which it provides its Video-streaming Services;

BVOD Services means the measurement of non-linear and associated BVOD services provided by Barb at the election of a BVOD Broadcaster pursuant to a Licence granted under paragraph 1.3 or 1.4 of Part A of this Rate Card;

BVOD means a Broadcaster's video-on-demand service;

Central User List means a list compiled by Barb of the names of each person whom Barb treats as a User or as an End User pursuant to this Rate Card;

CFlight Service means the post-campaign online evaluation tool provided by Barb producing campaign reports that provide de-duplicated total reach and frequency across linear TV and

VOD;

CFlight Participation Agreement means the agreement enabling Users to subscribe to the CFlight Service;

Channel Set-Up Fee means a one-off Fee payable by relevant Users for the television channel, associated non-linear and BVOD services which they wish to have reported by Barb as set out in paragraph 1 of Part A of the Rate Card;

Client means a client of the User to whom the User provides Barb-Related Services, being a User or an End User as appropriate;

Consultant means an expert engaged for a specialist project by a User or an End User whether acting as a sole trader, on a short-term contract of employment or providing such expertise through his own limited liability entity;

Contract Data means the data collected from Video-streaming Service by the Data Processing Contractor as well as commercial impression volumes provided to Barb Contractors for participation in the Advanced Campaign Hub and CFlight Service input data;

Contractors means any such research contractors as are appointed by Barb from time to time in relation to the Service;

Corporate Group means, in relation to any company, that company and its Associates;

Customer Personal Data means (i) the Contract Data, whether or not such Contract Data is 'personal data' under the Legislation; and (ii) any data resulting from the processing (including anonymising) of the Contract Data, except where such processing of such Contract Data means the resulting data no longer constitutes 'personal data' under the Legislation;

Data means audience measurement data (including television and Video-streaming Services) which is compiled into one or other of the Databases by the Data Processing Contractor(s) for the Service;

Data Processing Contractor(s) means any such research contractors as are appointed by Barb from time to time to process Data for the Service;

Databases means the databases of the Data known as "Database 1" and "Database 2" which are maintained by the Data Processing Contractor(s) for the Service and other databases containing the Data that the Data Processing Contractor(s) may from time to time maintain and Database means any one of them;

Declared Business means the business or businesses carried on by the User as set out in the Letter of Consent;

Declaration Letter means the letter of declaration in substantially the form annexed to this Rate Card, to be signed by a director of the User or, if the User is not a company, any other authorised signatory or signatories (as applicable);

Direct Access means on-line electronic access to the Databases;

Disabling Software means any software, virus, Trojan horse, time bomb or any other code that is harmful, disabling or which enables unauthorised access to the Video-streaming Services or to the Data or theft of or damage to the Data or damage to the Video-streaming services or otherwise impairs the operation of the Video-streaming Services;

End User means a Client of a User who has signed an End User Licence;

End User Licence means an end user licence required pursuant to paragraph 3.11 of Part A of the Rate Card in the form annexed to this Rate Card;

End User (Limited Usage) Licence means a limited End User Licence pursuant to paragraph 3.12 of Part A of the Rate Card;

Estimate means a reasonable estimate made by Barb of the Fee payable by the User pursuant to the Rate Card for any Year, such estimate to be based on the User's forecast for that Year on the assumption that this Rate Card will remain in force throughout the Year;

FAST Channels means Free ad-supported streaming TV;

Fee(s) means any fee(s) or Licence fee(s) payable as set out in this Rate Card;

Fee Option Notice means the fee mechanism option that has been chosen by the Broadcaster or the Service Provider for fees payable as set out in paragraph 1.3 or 1.4 of Part A;

Force Majeure means in relation to either party any circumstances beyond the reasonable control of that party (including any strike, lockout or other form of industrial action) which prevent that party from being able to satisfy its material obligations hereunder;

Internal Purposes means purposes which are internal to the User's Declared Business, or to the business of any Client but shall not include (i) any other business carried on by the User, (ii) resale of Data or Barb-Related Services to or sharing with third parties, (iii) the purposes of publicising the User's Declared Business or the business of any Client or End User, (iv) (where applicable) promoting Programme Sales and sales of a User or End User's airtime and/or sponsorship opportunities, (v) publishing in any form (electronic or otherwise) and (vi) other purposes which Barb may from time to time identify in guidance issued to Users and End Users generally;

Introduction means the introduction to this Rate Card;

IPA means the Institute of Practitioners in Advertising;

Large Language Model means a type of AI System or other such related software (including but not limited to ChatGPT and Gemini) that allows artificial intelligence to understand and generate human language.

Legislation means all legislation and regulatory requirements in force from time to time in the UK relating to the use of Personal Data and the privacy of electronic communications including

(without limitation) the UK General Data Protection Regulation and the Data Protection Act 2018;

Letter of Consent means the letter of consent to the terms of this Rate Card in substantially the form annexed to this Rate Card, to be signed by the User and by Barb;

Linear Service means a channel consisting of linear programming via television;

Losses means all losses, liabilities, fines, damages, awards (including tribunal awards), compensation, reasonable costs and expenses including legal fees on a solicitor/client basis, other reasonable professional fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties;

Non-Barb Data has the meaning assigned to it in paragraph 8.11 of Part B;

Non-linear Service means content viewed on a television set to non-linear programming including (without limitation) video-on-demand services that has not been matched to content aired on associated linear channels within the 28-day audio-match window. It also includes viewing to the video-on-demand service on PCs, tablets and smartphones. A non-linear channel is measured pursuant to a Licence granted under paragraphs 1.3 or 1.4 of Part A of this Rate Card;

Non-subscriber means an SVOD Provider or Video-sharing Platform Provider who currently does not subscribe to the Barb service;

Panel Member means a member of the public whose input is used in order to generate the Data;

Platform Operator means a User who provides a platform that Broadcasters, VOD and Video-sharing services can host their service from;

Plug-In is a piece of software developed by the Data Processing Contractor to be added to the Video-streaming Service Providers' player or platform to add the specific functionality of collection of Data of the Video-streaming Services;

Programme Sales means the promotion, marketing and sale of televisual content and/or merchandising and merchandising rights and any ancillary activities relating thereto;

Rate Card means the Introduction and Parts A, B and C of this Rate Card, together with the Letter of Consent;

Relevant Associate Employee has the meaning assigned to it in paragraph 11.4 of Part B;

Service or **Barb Audience Measurement Service** means an audience measurement service based on the Data provided by Barb;

Sports Agencies means organisations whose Clients include event organisers, sponsors and participants in each case in the sport sector;

SVOD, AVOD and Video-sharing Platform Set-Up Fee means a one-off Fee payable by relevant

Users for the SVOD, AVOD or Video-sharing Platform which they wish to have reported by Barb as set out in paragraph 1 of Part A of the Rate Card;

SVOD means a subscription video on demand service;

SVOD Provider means a User who is a provider of SVODs which has elected to receive the SVOD Services pursuant to a Licence under paragraphs 1.3 or 1.4 of Part A of this Rate Card;

SVOD Services means the measurement of the SVOD provided by Barb at the election of a SVOD Provider pursuant to a Licence granted under paragraphs 1.3 or 1.4 of Part A of this Rate Card;

Total Identified Viewing means viewing to programmes and commercials on Barb-reported channels on a television set live and up to 28 days after broadcast. It also includes programme viewing on tablets, PCs and smartphones, and viewing to programmes that have not featured in a linear schedule. In addition to this, viewing to whitelisted SVOD/AVOD and video-sharing services is included, as established from the Data. Total Identified Viewing is reported across all private homes with a television set or a broadband connection. Viewing is counted as having taken place at the time of viewing;

UK Television Billings means, in relation to a licence under paragraph 2.1 of Part A of the Rate Card, all amounts invoiced by such a User in consideration of securing the inclusion of advertisements in a UK television service and/or Video-streaming Service that is measured by Barb where advertisements are being reported, or the securing of sponsorship of programmes in such a service, and, in relation to Users who obtain advertising airtime direct from commercial broadcasters or Media Sales houses, the amounts invoiced to the User in consideration of including such advertisements and / or permitting such sponsorship;

User means any Barb Underwriter or a person who has signed, or is treated by Barb as though it has signed, a Letter of Consent with Barb as a user of the Service;

Video-sharing Platform means a User's digital platform which allows video content to be uploaded by third parties to be viewed on the platform;

Video-sharing Platform Provider means a User who hosts a Video-sharing Platform which has elected to receive the Video-sharing Platform Services pursuant to a Licence under paragraphs 1.3 or 1.4 of Part A of this Rate Card;

Video-sharing Platform Services means the measurement of Video-sharing Platforms provided by Barb at the election of a Video-sharing Platform Provider pursuant to a Licence granted under paragraphs 1.3 or 1.4 of Part A of this Rate Card;

Video-streaming Services means the services provided by either a BVOD, SVOD or Video-sharing Platform Provider to broadcast (*share*) their content as notified to Barb by the services Provider;

Video-streaming Services Provider means a User who provides either a BVOD, SVOD or Video-sharing Platform which has elected to receive the Barb services pursuant to a Licence under paragraphs 1.3 or 1.4 of Part A of this Rate Card;

VOD means video-on-demand;

WARC means World Advertising Research Center;

Whitelisted means Video-streaming services that appear on a central list held by Barb which dictates what panel viewing via a router meter is collected;

Working Day means any day other than a Saturday, Sunday or public holiday in England and Wales; and

Year means any calendar year starting on 1 January.

Annexure A: Letter of Consent

The Directors
Barb Audiences Limited
114 St. Martin's Lane
London
WC2N 4BE

[Date]

Name of User:
Trading Name of User (if different from above):
Company Registration Number of User (where relevant):
Registered Address of User:

Address for service of User (pursuant to paragraph 15.1 in Part B of the Rate Card):

Declared Business of User (for the purposes of the definition of "Declared Business" as set out in the Rate Card):

Licence(s) applied for by User (as set out in Part A of the Rate Card):

Dear Sirs,

We refer to the Rate Card effective January 1 2025 (the **Rate Card**) issued by Barb and the application form submitted by us for the provision of Barb's services.

We confirm that we have been supplied with and have read a copy of the Rate Card. We hereby undertake to observe, perform and be bound by all the terms and conditions of the Rate Card which are applicable to us, to the intent and effect that we shall be deemed with effect from the date of this letter to be a party to the Rate Card as if named as a party to that Rate Card.

Signed by

sign here:

duly authorised for and on behalf of

[name of company]

[title of authorised signatory]

print name:

Signed by

sign here:

duly authorised for and on behalf of

Barb Audiences Limited

Finance Director

print name: Sara Cheeseman

Annexure B: End User Licence

Dated:

Between:

- (1) **Barb Audiences Limited** (registered number 3611026) whose registered office is at 114 St. Martin's Lane, London WC2N 4BE (the **Company** or **Barb**); and
- (2) **[Company name]**, incorporated and registered in **[place of incorporation]** with company number **[company registration number]** whose registered office is at **[registered address]** (you, the **End-User**).

In this end-user licence agreement ("End User Licence") the following expressions have the following meanings:

Barb-Related Service means any service which:

- (a) includes Data, or
- (b) is in any way based on Data,

but does not include a service consisting of the resale of Data without any added value arising from the processing of the Data and/or its combination with any other data;

Barb Underwriter means an entity as identified on the Central User List as may be updated from time to time;

Broadcaster means a User who is also a broadcaster of Linear Services which has elected to receive the Service pursuant to a Licence under either paragraph 1.3 or paragraph 1.4 of Part A of the Rate Card;

Central User List means a list compiled by Barb of the names of each person whom Barb treats as an End User or as a User pursuant to the Rate Card;

Consultant means an expert engaged for a specialist project by an End User whether acting as a sole trader, on a short-term contract of employment or providing such expertise through his own limited liability entity;

Data means audience measurement data (including Video-streaming Services) which is compiled into one or other of the Databases by the Data Processing Contractor(s) for the Service;

Databases means the databases of the Data known as "Database 1" and "Database 2" which are maintained by the Data Processing Contractor(s) and other databases maintained from time to time by the Data Processing Contractor(s);

Data Processing Contractor(s) means any such research contractors as are appointed by the Company from time to time to process and/or supply Data;

Declared Business means the business or businesses carried on by the End User;

FAST Channels means Free as-supports streaming TV;

IPA means the Institute of Practitioners in Advertising;

Programme Sales means the promotion, marketing and sale of televisual content and/or merchandising and merchandising rights and any ancillary activities relating thereto;

Rate Card means the document containing this End User Licence at Annexure B and additionally comprising the Introduction, Part A, Part B and Part C which is updated on an annual basis by Barb;

Video-sharing Platform Provider means a User who hosts a video-sharing platform which has elected to receive the Video-sharing Platform Services pursuant to a Licence under paragraph 1.3 or paragraph 1.4 of Part A of the Rate Card;

Video-streaming Services means the services provided by either a BVOD, SVOD, AVOD or Video-sharing Platform Provider to broadcast (*share*) their content as notified to Barb by the services Provider;

Video-streaming Services Provider means a User who provides either a BVOD, SVOD, AVOD (including FAST) or Video-sharing Platform which has elected to receive the Barb services pursuant to a Licence under either paragraph 1.3 or paragraph 1.4 of Part A of the Rate Card; and

User means any Barb Underwriter or a person who has signed or is treated by Barb as though it had signed, a Letter of Consent with Barb as a user of the service.

It is agreed that:

1 Licence

- 1.1 The Company hereby grants the End User a limited, non-exclusive, non-transferable, non sub-licensable, fully paid-up licence to access and use the Barb-Related Services from a holder of a Barb Licence for onward distribution from the date of execution of this End User Licence until termination of this End User Licence, subject to the terms and conditions set out herein.
- 1.2 The Company expressly reserves any and all other rights in and to the Data other than the limited licence rights set out herein.
- 1.3 For the avoidance of doubt, no Broadcaster or Video-streaming Services Provider who has its Services reported by Barb may be an End User. Such Broadcaster or Video-streaming Services Provider shall be required to subscribe to the terms (including payment of fees) of the licence contained in either paragraph 1.3 or 1.4 of Part A of the Rate Card. Accordingly, any End User Licence entered into in breach of this clause 1.3 shall be void and shall have no legal effect.

2 **Scope of the Licence**

- 2.1 Except as otherwise provided under this End User Licence, the End User may use the Barb-Related Services only for their own internal purposes, that is to say for purposes which are internal to the business carried on by it but shall not include: (i) any other business carried on by the End User, (ii) resale of Barb – Related Services to or sharing with third parties, (iii) for the purposes of publicising the End User's Declared Business, (iv) Programme Sales or promoting sales of the End User's airtime and/or sponsorship opportunities (v) publishing in any form (electronic or otherwise) and (vi) other purposes which Barb may from time to time identify in guidance issued to Users and End Users generally.
- 2.2 For PR Agencies, a maximum value of £4,000 worth of data, cumulative across the calendar Year, may be purchased and provided to their Clients to inform of the estimated audience for a programme their Client featured in.
- 2.3 End Users accessing the Channel Planner within the IPA's TouchPoints survey and receiving no other Barb-Related Services, may use extracts of the data within external presentations.
- 2.4 A Consultant is permitted to access an End User's Data without needing a separate End User Licence provided that the following criteria are met:
- the Consultant typically works from the End User's offices and uses such End User's facilities like any other employee of the End User;
 - the Consultant is working with Data exclusively for one Client at a time; and
 - the Consultant does not advertise, whether on his or her website or otherwise, that it provides Barb-Related Services.
- 2.5 A software company is permitted to access an End User's Data without needing its own, separate End User Licence where it is building a software system that will allow the End User to analyse Data. The software company will require a Licence as outlined in paragraph 3, Part A, if it uploads Barb Data on an ongoing basis to the End User's software system once it is built.
- 2.6 Subject to paragraphs 2.1, 2.2 and 2.3 the End User shall treat the Barb-Related Services as confidential to the Company and shall not disclose or otherwise divulge or permit access to any part of the Barb-Related Services (whether electronically or otherwise) to any person or make any other use whatsoever of the Barb-Related Services except as provided under this End User Licence. This obligation shall not apply to any part of the Barb-Related Services which is in the public domain otherwise than as a result of a breach of this End User Licence except as permitted by this End User Licence.

3 **Barb-Related Services**

- 3.1 The End User hereby acknowledges that the Data (in whatever form) is the result of statistical sampling and survey procedures which are designed to produce estimates of audiences within the limits of normal statistical error.
- 3.2 The Company does not warrant the accuracy of the Data and, subject to paragraph 5, the Company accepts no liability whatsoever to the End User in relation to the Data whether in contract, tort or otherwise including (without limitation) any errors, defects or omissions in the Data, any harm caused to any computer system caused in whole or in part by the installation or uploading of the Data onto that system delays in the delivery of or access to the Data, or any breakdown or cessation of the supply of the Data from the Data Processing Contractor(s), howsoever caused.

4 **Intellectual Property Rights**

The End User acknowledges and agrees that the copyright and all similar rights in the Data used in the Barb-Related Services shall at all times remain vested in the Company provided that nothing in this paragraph 4 shall prevent the use of the Data used in the Barb-Related Services by the End User in accordance with the terms of this End User Licence.

5 **Limitation of Liability**

- 5.1 The Company does not exclude or in any way limit liability for any liability to the extent the same may not be excluded or limited as a matter of law. Without limiting the foregoing, the Company does not exclude or restrict liability for its own fraud or for death or personal injury resulting from its own negligence.
- 5.2 The Company shall in no circumstances be liable to the End User in contract, tort or otherwise for loss (whether direct or indirect) of profits, goodwill, business (including, without limitation, advertising revenue) or anticipated savings or for any indirect or consequential loss whatsoever (including any such loss suffered by any other person in circumstances where that person is entitled to recover the same from the End User).
- 5.3 The Company's total aggregate liability to the End User (which shall include the Company's liability to an End User arising out of damage, loss, liability or cost incurred by that End User's Clients) in contract, tort or otherwise arising under or in connection with this End User Licence for any incident or series of incidents shall be limited to the lesser of: (i) £50,000; and (ii) a reasonable proportion (having regard to the Company's liability to any other Users as a result of the incident or series of related incidents in question) of such sums as are recoverable under the Company's insurance cover for the time being following any other claims on the Company's insurance cover relating to the Company's liability to its Users. In addition, in the event that the Company receives a further sum from Data Processing Contractors in relation to the relevant incident or series of incidents, such further sum shall be reasonably apportioned between the Users having regard to the Company's liability to each Barb User and/or End User and

the Company shall use reasonable endeavours to enforce the terms of its contracts with the Data Processing Contractors to recover such further sums for apportionment.

- 5.4 Each provision of this paragraph is to be construed as a separate exclusion or limitation applying and surviving even if for any reason one or other of such provisions is held to be inapplicable or unreasonable in any circumstances and shall remain in force notwithstanding termination of this End User Licence.

6 **Indemnities**

Without limitation to any other rights of the Company under this End User Licence or otherwise, including without limitation the rights of termination under paragraph 7, the End User shall indemnify the Company up to an amount of £500,000 for any damage, loss, liability or cost incurred by the Company arising out of any use of the Barb-Related Services by the End User in breach of any limitations on the use of Barb-Related Services under this End User Licence and the Rate Card, subject to the Company using reasonable endeavours to mitigate such damage, loss, liability or cost.

7 **Termination and Expiry**

- 7.1 The Company may terminate this End User Licence immediately in writing if at any time:

- 7.2 there ceases to be any User or a User fails to pay their Fees payable under the Rate Card when due or commits or causes any material breach of its obligations under the Rate Card;

- an End User commits or causes to be committed any material breach of its obligations under this End User Licence provided that in the case of a breach capable of remedy the End User shall first have been given written notice by the Company or a User specifying the breach complained of and requiring the same to be remedied within a reasonable period of time from notification thereof and the End User shall have failed to comply therewith; or
- an End User becomes insolvent, makes any composition or arrangement with its creditors, or goes into liquidation whether voluntary or compulsory, or if any order is made or a resolution is passed for its winding up (other than for the purposes of a bona fide reconstruction), or if it ceases or threatens to cease trading or suffers the appointment of a receiver or administrator over the whole or part of any of its assets.

- 7.3 On termination of this End User Licence for any reason, the End User shall immediately cease accessing or receiving any Barb-Related Services not already made available to it. The End User shall however be permitted to use Barb-Related Services already made available to it and shall continue to comply with the provisions under this End User Licence.

8 **Third Parties**

- 8.1 Except insofar as this End User Licence expressly provides, a person who is not a party to this End User Licence has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this End User Licence but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 8.2 Nothing in this End User Licence or any agreement, arrangement, understanding, liability or obligation under or in connection with this End User Licence is intended to confer any benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999.

9 **Compliance**

- 9.1 The End User shall maintain proper books, accounts, records, systems, processes and information in relation to its use of the Data.
- 9.2 Any books, accounts, records, systems, processes and information to be maintained under this End-User Licence shall be subject to inspection on reasonable notice by Barb, its employees, agents or professional advisers who shall be entitled to take copies or extracts from such books, accounts, records, systems, processes and information and to such further information and action as may reasonably be required to establish or verify the End User's compliance with its obligations under this End User Licence.
- 9.3 The End User shall cooperate with any inspection or other request carried out under paragraph 9.2.
- 9.4 Barb, its employees, agents and professional advisers shall treat books, accounts, records, systems, processes and information and information provided in accordance with this paragraph 9 as confidential and shall not disclose or otherwise divulge the same or any information contained in such books and records to any other person. The rights and obligations of the parties under paragraphs 9.1 to 9.4 shall continue for a period of 12 months following termination of this End User Licence.

10 **Whole Agreement**

The parties acknowledge that this End User Licence is entered into pursuant to and subject to the terms of the Rate Card (which is published on the Barb website at www.barb.co.uk) and, to the extent that there is any inconsistency between the two, the parties to this Agreement agree that the terms of the Rate Card shall prevail and that this Agreement shall be amended accordingly.

11 **Law and Jurisdiction**

This End User Licence shall be governed by and construed in accordance with the laws of England and Wales and each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim, dispute or matter arising under or in connection with this End User Licence.

Signed by

sign here:

duly authorised for and on behalf of

[name of company]

[title of authorised signatory]

print name:

Signed by

sign here:

duly authorised for and on behalf of

Barb Audiences Limited

Finance Director

print name: Sara Cheeseman

Annexure C: Form of Declaration Letters

The Directors
Barb Audiences Limited
114 St. Martin's Lane
London
WC2N 4BE

[Date]

Name of User:

Trading Name of User (if different from above):

Company Registration Number of User (where relevant):

Registered Address of User:

Address for service of User (pursuant to paragraph 15.1 in Part B of the Rate Card):

Dear Sirs,

We refer to the Rate Card effective January 1 2025 (the **Rate Card**) issued by Barb, the application form submitted by us, **[User name]**, for the receipt of Barb's services and the relevant Letter(s) of Consent completed pursuant to Annexure A of the Rate Card and herewith attached.

[Note to User: delete as applicable]

[USERS HOLDING A BARB LICENCE UNDER PARAGRAPH 2.1 OF PART A OF THE RATE CARD]

We hereby warrant and represent that the aggregate amount of our total UK Television Billings using Data received by us pursuant to our Barb Licence under paragraph 2.1 of Part A of the Rate Card for the period January 1 to December 31●, inclusive, is: £[●].

[USERS HOLDING A BARB LICENCE UNDER PARAGRAPH 2.2 OF PART A OF THE RATE CARD]

We hereby warrant and represent that the number of clients provided with Barb-Related Services beyond the four clients permitted under paragraph 2.2(a) of Part A of the Rate Card for the period January 1● to December 31, inclusive, is: [●].

[USERS HOLDING A BARB LICENCE UNDER PARAGRAPH 3 OF PART A OF THE RATE CARD]

We hereby warrant and represent that the list below constitutes the complete list of all persons to whom we have supplied Barb Data and/or Barb-Related Services to during the period January 1 to December 31 inclusive pursuant to our Barb Licence under paragraph 3 of Part A of the Rate Card and their relevant licence fees paid to us:

- 1.
- 2.
- 3.
- 4.

[USERS HOLDING A BARB LICENCE UNDER PARAGRAPH 6 OF PART A OF THE RATE CARD]

We hereby certify that the aggregate amount of revenue received by us from Programme Sales using Data received by us pursuant to our Barb Licence under paragraph 6 of Part A of the Rate Card during the period January 1 to December 31, inclusive, is £[●].

[USERS HOLDING A BARB LICENCE UNDER PARAGRAPH 7.1(c) OF PART A OF THE RATE CARD]

We hereby certify that the aggregate amount of revenue received by us from Advertising Sales using Data received by us pursuant to our Barb Licence under paragraph 7.1(c) of Part A of the Rate Card during the period January 1 to December 31, inclusive, is £[●].

[USERS HOLDING A BARB LICENCE UNDER PARAGRAPH 9 OF PART A OF THE RATE CARD]

We hereby warrant and represent that the number of clients provided with Barb-Related Services beyond the four clients permitted under paragraph 9.1(b) of Part A of the Rate Card for the period January 1 to December 31, inclusive, is: [●].

[USERS HOLDING A BARB LICENCE UNDER PARAGRAPH 10 OF PART A OF THE RATE CARD]

We hereby warrant and represent that the list below constitutes the complete list of all persons to whom we have supplied Advertising Expenditure data only to during the period January 1 to December 31 inclusive pursuant to our Barb Licence under paragraph 10 of Part A of the Rate Card and their relevant licence fees paid to us:

Signed by

sign here:

[Director] [Authorised Signatory]

duly authorised for and on behalf of

[name of User]

[Director] [Authorised Signatory]

print name:

Annexure D: Form of Clean Team Agreement Letter

Clean Team Agreement

Dated: 2025

Between:

- (1) **Barb Audiences Limited** (company registration number: 03611026) whose registered office is at 114 St. Martin's Lane, London, WC2N 4BE (**Barb**); and
- (2) **[Name of User]** (company registration number: [O]) whose registered office is at [O] (**User**),

each a **Party** and together the **Parties**.

Background:

- (A) The User is a User of Barb's services and is either: (i) a Section 1 Paragraph 1.4 of Part A licence holder or (ii) a Section 1 Paragraph 7.1(c) of Part A licence holder, pursuant to the Rate Card (& Terms and Conditions of Use) effective as of [O] (**Rate Card**).
- (B) Under:
 - (a) the Section 1 Paragraph 1.4 of Part A licence, the User has opted for its annual Fees to be based upon: (a) the share of Total Identified Viewing and (b) the share of advertising revenue as defined by expressing the advertising revenue for the Channel, associated Non-linear Service, BVOD, SVOD, AVOD or Video-sharing Platform as a percentage of the Advertising Association's reporting of total spot, sponsorship and VOD revenue for television; or
 - the Section 1 Paragraph 7.1(c) of Part A licence, the User has agreed to share its advertising revenue information for the purposes of calculating the applicable licence fee, (**Advertising Revenue Information**).
- (C) Given the sensitivity of the User's Sensitive Revenue Information, Barb has agreed to enter into this Agreement whereby such information may only be disclosed to certain designated personnel of Barb that need to review the Sensitive Revenue Information to give effect to the payment terms of the Rate Card (the **Clean Team**).
- (D) This Agreement is intended to give effect to the disclosure of the Sensitive Revenue Information by the User.

The Parties hereby agree as follows:

1 Definitions

- 1.1 For the avoidance of doubt, terms not otherwise defined in this Agreement shall have the same meaning as in the Rate Card.
- 1.2 In this Agreement capitalised terms shall have the following meaning:

Sensitive Revenue Information means information comprising Advertising Revenue Information. Headings are included in this Agreement for ease of reference only and shall not affect its interpretation.

- 1.3 The words **include** or **including** are to be construed without limitation to the generality of the preceding words.

2 **Sensitive Revenue Information**

- 2.1 Barb will only disclose Sensitive Revenue Information to the Clean Team so far as is reasonably necessary for the purpose of:

- (a) calculating and invoicing the applicable fees to be paid by the User pursuant to its Licence under: (i) Section 1 Paragraph 1.4 of Part A of the Rate Card or (ii) Section 1 Paragraph 7.1(c) of Part A of the Rate Card; and
- (b) Barb's internal budget planning.

- 2.2 In accordance with the terms of this Agreement, Barb shall procure that each member of the Clean Team receiving Sensitive Revenue Information shall:

- (a) keep such information strictly secret and confidential;
- (b) not use or exploit such information for any purpose (including, but not limited to, any competitive or commercial purpose) other than those set out at clause 2.1 above;
- (c) not directly or indirectly disclose or make available any Sensitive Revenue Information in whole or in part to any person, except as expressly permitted by, and in accordance with this Agreement; and
- (d) not copy, reduce to writing or otherwise record the Sensitive Revenue Information except as strictly necessary for the purpose set out in clause 2.1. Any such copies, reductions to writing and records shall be the property of the User.

- 2.3 Barb shall procure that each member of the Clean Team will ensure that the Sensitive Revenue Information is not passed to persons or entities outside the persons in the Clean Team.

- 2.4 Barb may add new members to its Clean Team at any time, where it determines that to do so is reasonably necessary for the operation of the User's subscription pursuant to the Rate Card.

- 2.5 The Clean Team may report to the employees, officers and directors of Barb any conclusions or findings that arise out of its review of the Sensitive Revenue Information as is reasonably required for the purposes stated in clause 2.1 above, provided that any Sensitive Revenue Information has been omitted, redacted, aggregated or anonymised.

3 **Rate Card**

Except as specifically provided herein, this Agreement shall not affect or supersede the terms of the Rate Card which remain in full force and in effect.

4 **Termination**

4.1 In the event that Barb or the User terminates the User's subscription to the Rate Card:

- (a) all Sensitive Revenue Information (including, without limitation, any copies of it), will at the election of Barb, be either:
 - (i) returned to the User; or
 - (ii) destroyed or erased (including, to the extent legally and technically practicable, from its computer(s) and communications systems and devices or from systems and data storage services provided by third parties); and
- (b) the obligations set out under this Agreement shall continue in full force and effect (notwithstanding the return, destruction or erasure of Sensitive Revenue Information and any copies of it) until the expiry of the period ending three years after the termination of the Agreement.

5 **General provisions**

- 5.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one Agreement.
- 5.2 No Party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 5.3 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 5.4 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 5.5 The rights and remedies of the Parties under this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 5.6 The Parties acknowledge and agree that a breach of the provisions of this Agreement would cause the User to suffer irreparable damage that could not be adequately remedied by damages alone. Accordingly, the Clean Team agrees that Barb and/or the User are entitled to seek the remedies of injunction, specific performance and other

equitable relief for any threatened or actual breach of any such provision of this Agreement by the Clean Team or any other relevant person.

5.7 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision of part-provision of this Agreement is deemed deleted, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

5.8 Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the following address for each Party

Barb: Sara.Cheeseman@barb.co.uk

User: [O]

5.9 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; or
- (c) if sent by email, at the time of transmission, or if this time falls outside business hours in the place of receipt, when business hours resume. For the purposes of this clause, business hours mean 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

5.10 Clause 5.8 and 5.9 do not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

5.11 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

5.12 This Agreement, and any matter, claim or dispute (whether contractual or non-contractual) arising out of or in connection with it, will be governed by, and construed in accordance with, the laws of England and Wales.

5.13 Each of the Parties irrevocably agrees that the courts of England and Wales have exclusive jurisdiction to settle any claim or dispute (including non-contractual claims

and disputes) which may arise out of, or in connection with, this Agreement or the relationship between the Parties.

This Agreement has been entered into on the date stated at the beginning of it.

Execution page

Signed by a)
duly authorised person for)
and on behalf of)
Barb Audiences Limited)

sign here:

print name/title:

Signed by a)
duly authorised person for)
and on behalf of)
[User])

sign here:

print name/title:

Annexure E: Permission to use Barb Data in AI and Large Language Models

The Directors
Barb Audiences Limited
114 St. Martin's Lane
London
WC2N 4BE

[Date]

Name of User:

Trading Name of User (if different from above):

Company Registration Number of User (where relevant):

Registered Address of User:

Address for service of User (pursuant to paragraph 15.1 in Part B of the Rate Card):

Dear Sirs,

We refer to the Rate Card effective January 1 2025 (the **Rate Card**) issued by Barb, the application form submitted by us, [**User name**], for the receipt of Barb's services and the relevant Letter(s) of Consent completed pursuant to Annexure A of the Rate Card and herewith attached.

We are requesting to use Data in a Large Language Model are outlined below:

Data to be used:

Large Language Model used:

Objective of using the Large Language Model, including how Barb data will be integrated into propriety tools:

We hereby agree that if permission is granted by Barb to use the Data in an AI or Large Language Model we will abide by the terms and conditions as outlined in paragraph 7, part B of the Rate Card as well as the guidance note that has been issued to us.

We also agree that Barb may audit the AI or Large Language Model to ensure that the terms and conditions of the Rate Card are being adhered to. We understand that the cost of the audit is payable by us.

Signed by

sign here:

[Director] [Authorised Signatory]

duly authorised for and on behalf of

[name of User]

[Director] [Authorised Signatory]

print name:

Agreement to use Data in the Large Language Model

Signed by a

**duly authorised person for and
on behalf of**

sign here:

Barb Audiences Limited

print name/title: Sara Cheeseman

Finance Director

Annexure F: Relevant Associate Employee access to Data

The Directors
Barb Audiences Limited
114 St. Martin's Lane
London
WC2N 4BE

[Date]

Name of User:

Trading Name of User (if different from above):

Company Registration Number of User (where relevant):

Registered Address of User:

Address for service of User (pursuant to paragraph 15.1 in Part B of the Rate Card):

Dear Sirs,

We refer to the Rate Card effective January 1 2025 (the **Rate Card**) issued by Barb, the application form submitted by us, **[User name]**, for the receipt of Barb's services and the relevant Letter(s) of Consent completed pursuant to Annexure A of the Rate Card and herewith attached.

As per paragraph 11.4, Part B of this Rate Card, the following employees employed by the specified Associates below require access to Data under our Licence for the reasons set out below:

[]

[]

[]

We will ensure these Associates are informed of and have an obligation to comply with the terms and conditions of this Rate Card and will indemnify Barb in accordance with paragraph 8.13 of Part B of this Rate Card.

Signed by

sign here:

[Director] [Authorised Signatory]

duly authorised for and on behalf of

[name of User]

[Director] [Authorised Signatory]

print name:

Agreement to grant the Relevant Associate Employee(s) access to the Data:

Signed by a

**duly authorised person for and
on behalf of**

sign here:

Barb Audiences Limited

print name/title: Sara Cheeseman

Finance Director
