

NLA MEDIA ACCESS LIMITED

INTERNATIONAL MEDIA MONITORING AGENCIES LICENCE

DATE:

PARTIES:

- (1) **NLA MEDIA ACCESS LIMITED**, a company incorporated in England and Wales, whose office is at Mount Pleasant House, Lonsdale Gardens, Tunbridge Wells, Kent, TN1 1NL, United Kingdom (“NLA”)
- (2) [], a company incorporated in [], whose office is at [] (“Licensee”)

OPERATIVE PROVISIONS:

1. It is acknowledged that this International Media Monitoring Agencies Licence is only available to MMOs who have less than 100 End Users receiving Publisher Content and do not provide more than a total of 500 (five hundred) Copies of Publisher Content per month to such End Users. The Licensee warrants to NLA that it complies with these criteria in entering into this Licence and will promptly advise NLA and take out an appropriate alternative licence if there is a change in its circumstances so that it is no longer eligible for this International Media Monitoring Agencies Licence.

2. DEFINITIONS AND INTERPRETATION

In this Licence the following words and phrases shall have the following meanings:

“**Article**” means an article, report or other item in Publisher Content;

“**Commencement Date**” means 1 February 2014

“**Copy**” means a Paper Copy or an Electronic Copy;

“**Deadline**” the later of the next working day or the date of publication of the next issue of the relevant publication.

“**eClips Copy**” means a copy of an Article in electronic form held on NLA’s eClips Database;

“**eClips Database**” means NLA’s ‘eClips’ digital database of Articles from UK newspapers;

“**eClips Database Specification**” means the technical document regarding, and shall be limited to, the features, functions, best practice and limitations of the ‘eClips’ digital database which can be found at <http://blog.nla.co.uk/documentation/Digital%20Database%20Specification%20V1.7.pdf> as may be amended by NLA from time to time;

“**eClips International Repertoire**” means the publications and websites listed in Schedule 2 hereto as may be amended by NLA from time to time;

“**eClips International Service**” means the service to be provided to the Licensee by NLA details of which can be found at <http://blog.nla.co.uk/international/> as may be amended from time to time;

“**Electronic Copy**” means an electronic copy of an Article from the Electronic International Repertoire produced by image scanning (that is the Article has been digitally scanned to produce a “read only” version which cannot be searched or amended);

“Electronic International Repertoire” means the publications in respect of which the Licensee may receive Electronic Copies from an NLA approved MMO set out in the “IMMO Licence Content List’ published from time to time by NLA a copy of which can be found at <http://blog.nla.co.uk/international/> (but for the avoidance of doubt excluding any titles marked “(ND)”);

“End User” means an entity which has entered into an agreement with the Licensee to receive Publisher Content;

“End User Licence” means the form of licence as set out in Schedule 3 to be entered into by an End User as a condition to receiving Publisher Content from the Licensee if required as set out in the Licence(s);

“Fees” means the fees payable for the Licence(s) as set out in Schedule 1;

“Initial Term” means the period of 3 months from the Commencement Date;

“Link” means the uniform resource locator (‘URL’) which links to an Electronic Copy or an eClips Copy or a Web Article as applicable;

“MMO” means an organisation offering media monitoring services

“Paper Copy” means a paper copy of an Article from the Paper International Repertoire produced by laser printing, photocopying, or hard copy fax;

“Paper International Repertoire” means the publications in respect of which the Licensee may make Paper Copies set out in the ‘IMMO Licence Content List’ published from time to time by NLA a copy of which can be found at <http://blog.nla.co.uk/international/>;

“Permitted User” means an individual who is authorised by the End User to receive the Publisher Content being an employee of the End User or an individual performing the function of an employee on a temporary basis, or an independent contractor or consultant for as long as they are contracted to an End User;

“Publisher” means each publisher of those hard copy publications and websites which form part of the Publisher Content;

“Publisher Content” means content from the hard copy publications and websites which form part of the Paper International Repertoire, the Electronic International Repertoire, the eClips International Repertoire and the Web International Repertoire as advised by NLA from time to time;

“Publisher Metadata” means data copied from Publisher Content which describes individual articles or stories in the Publisher Content (including without limitation headlines, by-lines, website name) but which does not contain any body text. For the avoidance of doubt Publisher Metadata does not include any metatags or data independently created by Licensee in the course of processing and indexing Publisher Content with other material the rights to which remain vested in Licensee;

“Rights Restricted Material” means material for which a Licence cannot be granted;

“Text Extract” means a headline and/or a direct text extract of no more than 256 characters of an Article;

“Viewing Period” means the period of 28 (twenty eight) days following the relevant Deadline (or such other period as may be advised by NLA from time to time);

“Web Article” means an Article from a newspaper website included in the Web International Repertoire;

“Web International Repertoire” means the ‘Newspaper Websites’ set out in the ‘IMMO Licence Content List’ published from time to time by NLA a copy of which can be found at <http://blog.nla.co.uk/international/> (but for the avoidance of doubt excluding any titles marked “(NW)”)

“Web Media Monitoring Material” means a hyperlink to a Web Article with (if any) (i) accompanying Text Extract relating to the Web Article and (ii) associated Publisher Metadata referring to the Article (including without limitation by-lines, website name and word count);

“Working Day” means Monday to Friday excluding UK Bank Holidays.

“XML Feed” means a feed of Articles supplied in a structured text format;

3. THE LICENCE

3.1. In consideration of the Licensee’s payment of the Fees and subject to the Licensee’s compliance with the terms of this Licence, NLA hereby grants the Licensee a non-exclusive, non-transferable licence to exercise the rights set out below in connection with the planning, monitoring and evaluation services it provides directly to End Users for their internal use:

3.1.1. **Paper Licence:** receive from an NLA licensed MMO or make and deliver to End Users up to 100 Paper Copies per month from publications included in the Paper Repertoire (including that Licensee may receive from an NLA licensed MMO a link to an Electronic Copy or an eClips Copy of an Article which can be used for the creation of Paper Copies);

3.1.2. **Electronic Licence:** receive from an NLA licensed MMO up to 100 Links to Electronic Copies per month and provide such Links to Permitted Users before the Deadline to enable Permitted Users to view the Articles during the Viewing Period (for the avoidance of doubt email delivery to Permitted Users of Electronic Copies is expressly not permitted under the terms of this Licence) provided that access via the Links is controlled using a separate username and password for each Permitted User;

3.1.3. **eClips Licence:** receive from NLA the eClips International Service and to use computer search software for the purpose of searching for, viewing and selecting Articles from the XML Feeds and providing Links to and Text Extracts from such selected Articles to Permitted Users before the Deadline enabling them to view the Article during the Viewing Period provided always that:

3.1.3.1. Licensee confirms it has read the eClips Database Specification and shall adhere to all obligations and restrictions as set out in such documentation.

3.1.3.2. access via the Links is controlled using a separate username and password for each Permitted User in accordance with the authentication methods set out in the eClips Database Specification;

3.1.3.3. Permitted Users are not themselves permitted to undertake any search of the XML Feed and / or the eClips Database other than to interrogate Publisher MetaData to 3.1.3(i) sort and filter Articles and/or (ii) search headlines;

3.1.3.4. delivery of Links to eClips Copies to Permitted Users is embargoed until 4am London Time;

3.1.3.5. all data which Licensee has accessed and/or received through the eClips International Service (except for Publisher MetaData) must be deleted from Licensee’s systems not later than 27 days following the Deadline;

3.1.3.6. Licensee does not and will use all reasonable endeavours to procure that any third party does not use the eClips International Service or any content or data made

available by way of the eClips International Service in any manner or for any purpose not expressly permitted under the terms of this eClips International Licence;

- 3.1.3.7 the Licensee accepts that the eClips Database may be subject to downtime caused by routine or emergency maintenance by NLA or the Newspaper publishers, or downtime occasioned by third parties or circumstances beyond NLA's control, and that NLA shall have no liability to the Licensee in respect of such downtime.
 - 3.1.3.8 NLA makes no warranties or representations, express or implied, that the eClips Database and/or the content made available to the Licensee by way of an eClips International Service is free from error, defects, viruses or omissions;
 - 3.1.3.9 NLA reserves the right to alter the form, functions, facilities and/or content of the eClips International Service and/or the eClips Database from time to time;
- 3.1.4. **Web Licence:** to search websites included in the Web International Repertoire for Articles and download up to 100 Articles per month for clients and create Web Media Monitoring Material in respect of such Articles, or receive from an NLA licensed MMO up to 100 items of Web Media Monitoring Material per month and provide such Web Media Monitoring Material to Permitted Users within 72 hours of publication by the relevant Publisher on its website provided that:
- 3.1.4.1. all Links provided to Permitted Users must be back to the website originally hosting the Publisher Content;
 - 3.1.4.2. Licensee shall be bound by the terms and conditions of each Publisher's website except to the extent expressly extended by this Licence.
 - 3.1.4.3 it is acknowledged that Publishers are entitled to apply the robots exclusion standard or robots.txt convention or the ACAP (Automated Content Access Protocol) or other methods in the event that certain parts of the Publisher content need to be removed for legal reasons or otherwise to the extent that it would not be inconsistent with the terms of this Licence;
 - 3.1.4.4 Licensee acknowledges that (a) video and audio content; (b) photographs, illustrations and advertisements; and (c) material which is marked as being rights restricted (through ACAP or other methods) included on the Publisher Website are excluded from the this Licence;
 - 3.1.4.5 Licensee acknowledges that certain Publishers may require direct licences to be entered into between the Publisher and the End User for access to and/or use of the Publisher Content on their website;
 - 3.1.4.6. NLA is entitled by 90 days' written notice to the Licensee to put into place a minimum time period between the first publication of any or all Publisher Content and it being made available to Licensee.
- 3.2. For the avoidance of doubt, nothing in this Licence shall:
- 3.2.1. prevent any Licensee or other third party from seeking to obtain a licence to copy or use Publisher Content directly from the relevant Publisher; or
 - 3.2.2. prejudice any rights granted by NLA or any Publisher to the Licensee under separate agreement.
- 3.3. It is agreed that the employees of the Licensee may make reasonable use of the Publisher Content for the purposes of demonstrating its services to End Users (and potential End Users) and for internal testing and development only.
- 3.4 Licensee shall advise NLA in writing as to which NLA licensed MMO is providing it with Publisher Content and/or Links.

4. LICENCE RESTRICTIONS

- 4.1. Licensee may not provide more than a total of 500 Paper Copies, Electronic Copies and items of Web Media Monitoring Material to its End Users in any calendar month (for the avoidance of doubt the Licensee may provide unlimited Links to eClips Copies to its End Users).
- 4.2. Nothing in this Licence shall be construed as granting or accruing to the Licensee or any of its End Users any intellectual property rights in the Publisher Content other than as set out in this Licence. In particular but without limitation, the Licensee shall not (except as expressly set out in this Licence and/or except as may otherwise be permitted by law):
 - 4.2.1. republish or re-utilise the Publisher Content;
 - 4.2.2. copy, modify, make any alterations to, adapt, archive or create extracts of the Publisher Content;
 - 4.2.3. supply to any third parties any copies of the Publisher Content;
 - 4.2.4. store in digital or any other non-paper based format any Publisher Content;
 - 4.2.5. remove or conceal any copyright or trade mark notices from any Publisher Content;
 - 4.2.6. make any summaries of Publisher Content (other than Text Extracts) by automatic means.
 - 4.2.7. deliver any Links, Paper Copies, Web Media Monitoring Material, Text Extracts or Publisher Metadata to any End User who may be reasonably expected to distribute those Links, Paper Copies, Web Media Monitoring Material, Text Extracts and/or Publisher Metadata outside of its own organisation;
 - 4.2.8. authorise, incite or encourage End Users or prospective End Users to reproduce any Publisher Content otherwise than as permitted by licence or by law.
- 4.3. The Licensee acknowledges and agrees that any intellectual property rights in the Text Extracts and the Publisher Metadata are owned by the relevant Publisher.
- 4.4. Except as may be otherwise provided in this Licence the Licensee shall only use Publisher Metadata:
 - 4.4.1. for internal indexing, digital rights management;
 - 4.4.2. for billing and audit purposes;
 - 4.4.3. in connection with the planning, monitoring and evaluation service provided directly to End Users for their internal use; and/or
 - 4.4.4. as otherwise expressly agreed in writing by NLA on such terms as NLA may reasonably require from time to time.

5. REPORTING

The Licensee shall by no later than the seventh day following the end of each calendar month deliver to NLA a monthly report in the form shown in Schedule 4 (which can be delivered to NLA in the form of an excel spreadsheet, an XML file, or a text file) identifying the End Users receiving Publisher Content and the number of Copies, Links, items of Web Media Monitoring Material (as applicable) made available to such End Users.

6. RIGHTS RESTRICTED MATERIAL AND CORRECTIONS

- 6.1. The Licensee acknowledges that on occasion one or more Publishers may need to remove certain parts of the Publisher Content for legal reasons and accordingly the Licensee will on receipt of a notice from NLA promptly (and in any event at the latest within 24 hours of written or electronic notification from NLA during the working week or by 11.58pm (UK time) of the next Working Day if notification is received on a Saturday, Sunday or Bank Holiday) and permanently remove from its systems any material (including without limitation any Copies, Links, XML, Text Extracts and Publisher Metadata) it holds of such Publisher Content identified in the notice. All notices will be treated as confidential by the Licensee. The Licensee shall confirm to NLA by email that it has complied with such requests.
- 6.2. It is acknowledged and accepted by the Licensee that Publishers reserve the right to alter the form and content of their Publisher Content and may as such alter, retract and/or cancel the whole and/or part of Articles, and/or publish corrections. You shall ensure, for the benefit of NLA and its sponsoring publishers, that all such alterations notified to you by NLA are incorporated or retracted from storage on electronic equipment immediately using all reasonable endeavours and in any event at the latest within 24 hours of written or electronic notification from NLA during the working week, or by 11.58pm of the next Working Day if notification is received on a Saturday, Sunday or Bank Holiday.
- 6.3. In the event that such parts of the Publisher Content are not removed, altered, retracted and /or cancelled as set out above, Licensee agrees to indemnify NLA and its Publishers from all costs, claims and expenses resulting from such non-removal, alteration, retraction and/or cancellation.

7. END USER AGREEMENTS

- 7.1. If required by law in the Licensee's territory the Licensee must ensure that any of its End Users receiving Links to Publisher Content (whether via an Electronic Service or the eClips International Service or in the form of Web Media Monitoring Material) enters into NLA's End User Licence Agreement set out in Schedule 3.
- 7.2. Licensee shall ensure in its contracts with its End Users that there are enforceable obligations on End Users that unless they hold an appropriate licence or as may be otherwise permitted under law, they shall not further reproduce, copy (including electronically), distribute, display, sell, publish, broadcast, circulate, deliver or transmit Articles (whether in electronic or hard copy) either internally or to any third party so as to infringe the intellectual property rights of NLA and/or its Publishers;
- 7.3. NLA reserves the right to contact End Users directly using the information provided under the terms of this Licence for the purposes of its normal licensing activities.

8. LICENSEE GENERAL OBLIGATIONS

- 8.1. The Licensee will use all reasonable endeavours to prevent unauthorised use of the Publisher Content. If Licensee receives information that one of its End Users is involved in unlicensed activities then Licensee shall notify NLA immediately (unless the information came from NLA) and Licensee shall immediately cease to provide any further Publisher Content to that End User unless and until it has obtained an appropriate licence for such use. The Licensee shall have no claim against NLA arising from any such cessation of services to an End User
- 8.2. If NLA reasonably believes that the use by the Licensee of any Publisher Content constitutes a material breach of this Licence, NLA may, upon the expiry of 7 (seven) days' notice provided to the Licensee detailing the material breach (which for the avoidance of doubt shall be given during normal business hours), suspend the rights granted to the Licensee under this Licence and, where relevant, block access by the Licensee to any such Publisher Content (this being without prejudice to any other legal rights which NLA may have). As provided in clause 14.3 the Licensee shall have 28 days from

receipt of the notice from NLA in which to remedy the material breach otherwise NLA shall be entitled to terminate this Licence.

8.3. In respect of Paper Copies and Electronic Copies:

8.3.1. each page of each Copy must be properly endorsed with a notice of at least the size of Times New Roman 7pt in the following terms: "This Article has been produced under licence by [name of Licensee]. It is protected by copyright. No further copies may be made except under licence.";

8.3.2. NLA may amend the wording of the notice referred to in clause 8.4.1 upon 30 days' written notice.

8.4. The Licensee will not at any time after the relevant Deadline for a particular Article send any End User a Copy, or a Link (as applicable) to that Article.

9. FEES

9.1. In consideration of the rights granted in this Licence the Licensee shall pay to NLA the Fees as set out in Schedule 1 hereto.

9.2. Unless otherwise stated the Fees are payable by the Licensee (together with, if applicable, any VAT (or other tax)) monthly in arrears from the Commencement Date.

9.3. NLA reserves the right to revise the Fees no more than once in every calendar year at any time by not less than one month's notice in writing.

9.4. NLA may, without notice to the Licensee, set off any sums owed by the Licensee under this Licence to NLA against any sums owed by NLA to the Licensee by virtue of any other arrangement between NLA and such Licensee. NLA will provide the Licensee with written details of any such set off.

9.5. Invoices issued by NLA for all Fees are payable within 30 days after issue. NLA is entitled to interest upon overdue amounts at a rate of 4% above the Bank of England base rate.

9.6. The Licensee shall keep all records necessary to determine the Fees and otherwise show its compliance with the terms of this Licence.

9.7. Without prejudice to any other legal rights which NLA may have, if through no fault of NLA payment of any Fees are overdue NLA shall be (without prejudice to any other legal rights which NLA may have) entitled to suspend the rights granted under this Licence on giving 48 hours' notice to Licensee (which notice for the avoidance of doubt shall be served during normal business hours).

9.8. It is agreed that if the Licensee disputes any invoice or other statement of monies due, then the Licensee shall immediately notify NLA in writing and the parties agree to negotiate in good faith to attempt to resolve any such dispute promptly. Both the Licensee and NLA shall provide to the other all evidence as may be reasonably necessary to verify the disputed invoice or request for payment. If the parties have not resolved the dispute within 30 days of the Licensee giving notice to NLA, the dispute shall be resolved by the independent auditors who would otherwise perform the audit pursuant to clause 10 of this Licence. Where only part of the invoice is disputed the undisputed amount shall be paid on the due date.

9.9. Failure of the Licensee to comply with the provisions of this clause 9 shall constitute a material breach for the purposes of clause 14.4.

10. RECORDS INSPECTION AND AUDIT

- 10.1 The Licensee shall keep all records necessary to determine the Fee and otherwise show its compliance with the terms of this agreement. NLA reserves the right, on one month's notice to Licensee, to appoint independent auditors to carry out an audit of the Licensee's records and Licensee shall grant such auditor access to its premises and records for the purposes of such audit.
- 10.2 The responsibility for payment of the cost of such an audit shall be as follows:
- 10.2.1 if such an audit reveals any material breach by the Licensee, its staff or members the Licensee shall pay the cost of that audit.
- 10.2.2 if such an audit reveals an underpayment of 5% or greater of the fees payable to NLA (in which case the Licensee shall immediately remit to NLA the amount of such underpayment), the Licensee shall pay the cost of that audit. Any such underpayment shall for the purpose of this Licence constitute a material breach.
- 10.2.3 in all other circumstances NLA shall pay the cost of the audit.

11. DATA PROTECTION

Each Party acknowledges and accepts that in performing their obligations under this Licence they may process personal data belonging to or otherwise controlled or processed by the other Party. Each Party hereby undertakes to the other Party that in such circumstances they will in respect of such personal data comply with any obligations under any relevant data protection legislation.

12. INDEMNITY

- 12.1. Provided that the Licensee has complied and continues to comply with the terms of this Licence, NLA agrees to indemnify the Licensee against any damages and/or reasonable legal costs incurred by the Licensee arising out of any claim by a third party that the Licensee has infringed their intellectual property rights as a result of exercising the rights granted to it in this Licence.
- 12.2. The indemnity in this clause 12 is subject to the Licensee invoking it by giving to NLA written notice within 14 days of becoming aware of any claim for damages or costs recoverable under clause 12.1. The Licensee shall make no admission as to liability or agree to any settlement or compromise for any such claim, nor shall the Licensee make any other response beyond a mere acknowledgement of receipt, without the prior written consent of NLA. NLA or the Publisher of the Publisher Content subject to a claim will be entitled to conduct the defence of any such claim in the Licensee's name and to agree to any settlement arrangement as NLA or such Publisher sees fit.

13. LIMITATION OF LIABILITY

- 13.1. Nothing in this Licence shall limit or exclude the liability of either party to the other in respect of:
- 13.1.1. fraud, death or injury to persons caused by negligence or any other liability which cannot by law be limited or excluded; and
- 13.1.2. the Licensee's obligation to pay the Fees.
- 13.2. Subject to clause 13.1, the parties shall not be liable to the other for any of the following types of loss or damage arising under this Licence, even in each case if the party has been advised of the possibility of such loss or damage:
- 13.2.1. indirect or consequential loss; or

13.2.2. loss of profits, revenue, contracts or anticipated savings.

13.3. Subject to clause 13.1, the aggregate liability of NLA for any liability arising under or in connection with this Licence however arising (including by way of negligence), but not any liability of NLA under the indemnity in clause 12.1 shall be limited to an amount equal to the greater of (a) the total Fees paid to NLA in the preceding 12 months and (b) £5,500.

14. TERM AND TERMINATION

14.1. Unless terminated earlier in accordance with the terms of this Licence or by law, this Licence shall commence on the Commencement Date, and shall continue in force unless terminated for any reason whatsoever:

14.1.1. on one (1) months' notice from the Licensee to NLA provided that no such notice shall take effect before expiry of the Initial Term; or

14.1.2. on three (3) months' notice from NLA to the Licensee.

14.2. Notwithstanding the above, NLA may terminate this Licence by notice in writing at any time with immediate effect if:

14.2.1. the Licensee commits or causes any material breach of any of the provisions of this Licence, and (in the case of a remediable breach only) remains in breach 28 days after receiving notice from NLA to remedy such breach; or

14.2.2. the Licensee ceases to carry on business or becomes unable to pay its debts; or

14.2.3. the Licensee has a receiving order made against it, or makes an assignment for the benefit of its creditors, or if a receiver or liquidator is appointed for all or substantially all of the Licensee's assets who is not discharged within 30 (thirty) days of the appointment, or in the event that the Licensee shall petition or consent to any relief under bankruptcy, receivership, liquidation, compromise, arrangement or statutes now in force or hereafter enacted.

14.3. Upon termination of this Licence:

14.3.1. the Licensee shall immediately erase all Copies (including any Text Extracts) and any other material it might hold of Publisher Content irrespective of format; and

14.3.2. all rights of the Licensee to provide Publisher Content to End Users shall terminate.

14.4. Termination of this Licence will be without prejudice to any other rights or remedies of either party or at law and will not affect any accrued rights, obligations or liabilities of either party, and in particular NLA's right to receive any outstanding payments due to it.

15. NOTICES

15.1. Notices between the parties relating to this Licence must be in writing and must be delivered personally or sent by prepaid first class post or email to the address set out above (or such other address as either party may notify in writing to the other party) or an email address provided by either party to the other.

15.2. Notices shall be treated as being given as follows: if delivered by hand, when delivered; if sent by first class post, 48 hours after posting; if sent by email on the date of transmission. Any notices that are given out of business hours shall be deemed given on the next business day. For the purposes of this clause 14 "business day" shall mean any day other than Saturday, Sunday or a bank holiday in England.

16. CONFIDENTIALITY

- 16.1. Neither party is to disclose to any person not a party to this Licence, with the exception of a professional adviser acting as such, any proprietary or confidential information (and for the avoidance of doubt all information relating to the Licensee's End Users shall comprise proprietary or confidential information) ("Confidential Information") obtained from the other party.
- 16.2. NLA undertakes not to use or permit the use of any Confidential Information for any promotional, competitive or commercial activity whatsoever save that NLA shall be entitled to use the Confidential Information for the purposes of carrying out its normal licensing activities in relation to the Licensee's End Users, which normal licensing activities shall, for the avoidance of doubt, not include the provision by NLA of any data feed services.
- 16.3. These obligations of confidentiality will not apply:
- 16.3.1. where the Confidential Information is within the public domain (otherwise than as a result of a breach of this clause);
 - 16.3.2. where use or disclosure of the Confidential Information is required by law or by the regulations of a recognised stock exchange or pursuant to any judicial or government request, requirement or order;
 - 16.3.3. where the Confidential Information was in the possession of NLA prior to its disclosure by the Licensee or is subsequently acquired from a third party without any obligation of confidence; nor
 - 16.3.4. so as to prevent disclosure by NLA to the Publishers. NLA will impose obligations of confidence in its mandate agreements with its Publishers for the benefit of the Licensee to provide that they shall not use any Confidential Information disclosed to them for the purposes of competing with the Licensee, nor disclose the same to any third party other than to their professional advisers or in the circumstances described in clauses 26.3.1 and 16.3.2 or those described in 16.3.3 where the information was in possession of the Publisher, where the information was in the possession of the Publishers. Without prejudice to the foregoing NLA recognises the sensitivity of certain End User information and it is agreed that NLA may only provide publishers with information that is aggregated and does not allow the Publishers to identify specific Articles sent to individual End Users.

17. OTHER MATTERS

- 17.1. The rights and remedies provided by this Licence may be waived only expressly in writing and specifically, and any failure to exercise or any delay in exercising a right or remedy by a party shall not constitute a waiver of any right or remedy.
- 17.2. Without NLA's prior written consent the Licensee is not entitled to assign or sub-licence the benefit of this Licence or any of its rights and obligations under it.
- 17.3. Any waiver, acquiescence or delay by a party in enforcing any breach of the terms of this Licence shall have no effect in relation to any later breach.
- 17.4. Nothing in this Licence and no action taken by the parties pursuant to this Licence shall be construed as creating a partnership or joint venture of any kind between the parties. No party shall have the authority to bind the other party or to contract in the name of or create a liability against the other party in any way or for any purpose.

- 17.5. Each of the provisions contained in this Licence shall be construed as independent of every other such provision, so that if any provision of this Licence shall be determined by any court or competent authority to be illegal, invalid and/or unenforceable then such determination shall not affect any other provision of this Licence.
- 17.6. This Licence sets out the full terms of agreement between the Licensee and NLA, and may not be amended except in writing and signed by NLA and the Licensee.
- 17.7. Each party will at the request of the other party execute any document and do any thing reasonably necessary to implement this Licence and use all reasonable endeavours to procure that a third party executes any deed or document and does any thing reasonably necessary to implement this Licence.
- 17.8. In the event that there is a conflict between these Terms and Conditions and the terms of the Schedules to this Licence, these Terms and Conditions shall prevail.
- 17.9. Words in the singular shall include the plural and vice versa.

18. LAW AND JURISDICTION

This Licence shall be governed by and construed in accordance with English Law. The parties irrevocably agree that the English Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Licence save that NLA may at its absolute discretion bring a cause of action in the Licensee's home jurisdiction.

Signed: _____

For and on behalf of

NLA MEDIA ACCESS LIMITED

Print Name: _____

Title: _____

Date: _____

Signed: _____

For and on behalf of

Print Name: _____

Title: _____

Date: _____

SCHEDULE 1

FEES

1. **MINIMUM MONTHLY FEE** - £106 / €125* / US\$160**

2. **PAPER LICENCE FEES**

Subject to the minimum monthly fee set out above the Licensee shall pay to NLA for each Paper Copy it delivers to End Users or prospective End Users:

- £0.042 / US\$0.063 / €0.049 for each Paper Copy from a UK National Title, UK Regional Title and Newspaper Website;
- £0.075 / US\$0.111 / €0.866 for each Paper Copy from a Specialist Title

3. **ELECTRONIC LICENCE FEES, ECLIPS LICENCE FEES**

Subject to the minimum monthly fee set out above the Licensee shall pay to NLA a fee for each Electronic Copy, and / or eClips Copy made available to each End User or prospective End User as follows:

	<u>£ per Article</u>	<u>€ per Article</u>	<u>US\$ per Article</u>
Up to and including 5 Permitted Users per client	1.71	2.00	2.56
Up to and including 10 Permitted Users per client	2.56	3.00	3.84
Up to and including 25 Permitted Users per client	4.27	5.00	6.40
More than 25 Permitted Users per client	8.55	10.00	12.82

4. **WEB LICENCE FEES**

Subject to the minimum monthly fee set out above the Licensee shall pay to NLA a fee for each item of Media Monitoring Material made available to each End User or prospective End User as follows:

	<u>£ per Article</u>	<u>€ per Article</u>	<u>US\$ per Article</u>
Up to and including 5 Permitted Users per client	0.43	0.50	0.65
Up to and including 10 Permitted Users per client	0.64	0.75	0.96
Up to and including 25 Permitted Users per client	1.07	1.25	1.60
More than 25 Permitted Users per client	2.14	2.50	3.21

*exchange rate of US\$1.5 = £1

** exchange rate of €1.17 = £1

SCHEDULE 2

ECLIPS INTERNATIONAL REPERTOIRE

DAILY EXPRESS
DAILY MAIL
DAILY MIRROR
DAILY STAR
DAILY TELEGRAPH
EVENING STANDARD
GUARDIAN
INDEPENDENT
INDEPENDENT ON SUNDAY
MAIL ON SUNDAY
OBSERVER
SUN
SUNDAY EXPRESS
SUNDAY TELEGRAPH
SUNDAY TIMES
TIMES

BIRMINGHAM POST
HERALD
MANCHESTER EVENING NEWS
PRESS & JOURNAL
SCOTSMAN
YORKSHIRE POST
INTERNATIONAL HERALD TRIBUNE
THE ECONOMIST

SCHEDULE 3

FORM OF END USER LICENCE

• **SECTION 1: DETAILS OF THE LICENSEE**

- Full registered name, together with any trading names (if different)

If not applicable, use the official name. Any trading names should also be included.

- Full registered address

Street Address

Address Line 2

City

State / Province / Region

Zip / Postal Code

Country

- Total number of employees

- Business sector (e.g. financial)

- Website URL

• **SECTION 2: DETAILS OF THE LICENSEE'S CONTACT PERSON**

- Name

- Email address

- Telephone Number

Include international codes, and no spaces, e.g. 441895525273

- Fax Number

Include international codes, and no spaces, e.g. 441895525273

• **SECTION 3: COPYING DETAILS**

- Number of Permitted Users who will be receiving Digital Cuttings

- Name of the organisation (Link Provider) providing you with Digital Cuttings

If the Licensee wishes to undertake certain acts of copying not permitted by these Terms (nor by any other subsisting licence), including but not limited to printing more than one paper copy of a Digital Cutting, it shall first obtain an appropriate copyright licence

- **SECTION 4: DECLARATION**

I have read, understood and agree to the Terms and Conditions of this Licence (you must agree in order to complete the application).

Yes

[Click here to see the Terms and Conditions](#)

- Name of authorised person accepting these Terms on behalf of the Licensee

- Designation of authorised person

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These Terms govern your relationship with NLA in relation to the receipt and use for commercial purposes of Digital Cuttings received through a media monitoring organisation holding an International Media Monitoring Agencies Licence from NLA.

If you require to undertake further copying of any Articles from NLA Publications except as set out in these Terms you must take out an appropriate licence to cover such copying – please contact NLA for further information.

1. DEFINITIONS USED IN THESE TERMS

'**Affiliate**' means another company which is (i) a franchisee or subsidiary of the Licensee, or (ii) another subsidiary of a holding company of the Licensee, or holding company of the Licensee;

'**Digital Cutting**' means an article, report, artistic work, advertisement or other item from an NLA Publication in a digital format which has been selected by the Link Provider pursuant to the Link Provider's licence from NLA;

'**Link Provider**' means the entity with whom the Licensee has entered into a contractual arrangement, under which the entity will provide Links to the Licensee, as permitted by these Terms;

'**Link**' means a password-controlled electronic link to a Digital Cutting;

'**NLA**' means NLA Media Access Limited registered in England and Wales under Company Number 3003569 whose registered office is at Mount Pleasant House, Lonsdale Gardens, Tunbridge Wells, Kent, TN1 1HJ, United Kingdom;

'**NLA Publication**' means any printed publication or website included in NLA repertoire to which the Licensee receives Links from its Link provider.

'**Permitted User**' means an employee of the Licensee or an Affiliate, or an independent contractor or consultant engaged by the Licensee or an Affiliate whose name the Licensee provides to the Link Provider as authorised to receive Digital Cuttings;

'**Rights Restricted Material**' means the material in respect of which (i) an NLA publisher does not own relevant rights or has not mandated NLA to grant a licence, or (ii) NLA does not otherwise grant licences at any given time;

'**Service Fee**' means the Link Provider fees payable to the Link Provider details of which can be obtained from the Link Provider;

'**Terms**' means the terms of this licence;

'**Viewing Period**' means, for each Digital Cutting (except in respect of Links to the Web Articles on NLA publisher websites), the period of 28 (twenty eight) days from the date of the relevant Article's original publication.

2. RIGHTS GRANTED

2.1. NLA grants the Licensee a non-exclusive, non-transferable licence for each of its Permitted Users to do the following during the Viewing Period (if applicable) and for internal use taking place within the Licensee's premises:

- a. receive Links from the Link Provider, and use the Links to access the Digital Cuttings;
- b. view, retrieve and display the Digital Cuttings on screen; and

- c. make 1 (one) paper copy only of each Digital Cutting for personal use only.
- 2.2. The rights granted to the Licensee under these Terms cannot be transferred, licensed or assigned to any third party without NLA's prior consent in writing.
- 2.3. The Licensee is responsible for (at its cost) the systems and services required to access the Digital Cuttings.

3. THE LICENSEE OBLIGATIONS

3.1. The Licensee must not, and must ensure that its Permitted Users do not except as expressly permitted by NLA, the publisher of the Digital Cutting, or by law:

- a. reproduce, distribute, display, sell, publish, broadcast nor circulate Digital Cuttings;
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- c. disclose their password to any other person, nor otherwise enable, encourage or allow any person other than a Permitted User to access and/or use the Digital Cuttings for any purpose or in any manner;
- d. store Digital Cuttings in electronic form as part of any library or archive of information;
- e. further copy or scan hard copies of the Digital Cuttings;
- f. encourage assist or allow (i) any person other than a Permitted User to exercise the rights granted in clause 2.1, nor (ii) any use (or attempted use) of a Digital Cutting after the Viewing Period for it has expired.

3.2. The Licensee agrees:

- a. to pay the Service Fee to the Link Provider, in accordance with the Link Provider's terms of business;
- b. that neither it nor any of its Permitted Users shall acquire any intellectual property rights in the Digital Cuttings;
- c. that it shall not exceed the maximum number of Permitted Users specified in the Licence Request;
- d. to ensure that its Permitted Users keep their passwords secure and confidential;
- e. to make (and agrees that it has made) accurate and true statements in the Licensee Details section(s) of these Terms, and in otherwise providing information to NLA;
- f. that if it wishes to undertake copying or other use of NLA's material not permitted by these Terms (nor by any other subsisting licence), including but not limited to printing more than one paper copy of a Digital Cutting, it shall first obtain an appropriate copyright licence;
- g. NLA may:
 - i. terminate this licence; or
 - ii. temporarily or permanently deny the Permitted Users access to Links, where NLA reasonably considers that the Licensee, any Permitted User, or any of the Licensee's employees or agents have made or are likely to make further copies of Digital Cuttings outside the scope of this licence, without having obtained an appropriate licence to permit such further copying

4. RESERVATION OF RIGHTS

4.1. NLA may terminate or suspend the Licensee's access to Digital Cuttings if NLA has reason to believe that the Licensee has breached these Terms, or the terms of any other agreement with NLA. The Licensee confirms that NLA will not be liable to the Licensee or any third party as a result of any such cancellation or suspension.

4.2. NLA may alter, retract, suspend and/or withdraw the whole or part of any Digital Cuttings and/or publish corrections if NLA reasonably considers that (i) it may be legally liable to third parties in

respect of such Digital Cuttings, and/or (ii) such Digital Cuttings contain any Rights Restricted Material. NLA will have no liability to the Licensee in these circumstances.

- 4.3. NLA reserves the right from time to time to amend these Terms, or any part of it, subject to giving the user one month's advance notice.

5. TERM AND TERMINATION

- 5.1. These Terms shall be effective from the date entered into until terminated:
- a. by either party giving the other one (1) month's notice of termination; or
 - b. with immediate effect if the Licensee or any Permitted User commits or causes any breach of any provision of these Terms and (in the case of a remedial breach only) remains in breach 14 days after receiving notice to remedy such breach; or
 - c. with immediate effect if the Licensee becomes insolvent, goes into a voluntary liquidation, is wound up, or suffers any event similar to (or which is a local equivalent in the Licensee's jurisdiction of) the foregoing; or
 - d. under 4.1 above.

6. GENERAL

- 6.1. The rights and remedies provided by these Terms may be waived only expressly in writing and specifically and any failure to exercise or any delay in exercising a right or remedy by NLA in enforcing any breach of these Terms shall have no effect in relation to any later breach.
- 6.2. The Licensee warrants to NLA that in entering into this Licence it has not relied on any warranty, representation or undertaking, save as expressly set out in this Licence.
- 6.3. All notices which are required to be given under this licence will be in writing.
- 6.4. These Terms set out the full terms of the agreement between the Licensee and NLA, and may not be amended except in writing and signed by NLA and the Licensee.
- 6.5. The Licensee agrees:
- a. that the obligations in these Terms will apply to its Affiliates as if they were the Licensee;
 - b. to be responsible for ensuring that its Affiliates observe these Terms;
 - c. that it will be liable for any breach of these Terms by or caused by any Affiliates; and
 - d. that any such breach will also constitute a breach of these Terms by the Licensee.
- 6.6. No person other than NLA, the Licensee, and any Affiliates shall have any rights to enforce these Terms.
- 6.7. If any one or more of the provisions of these Terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions is not to be in any way affected or impaired as a result.
- 6.8. These Terms are governed by the laws of, and subject to the exclusive jurisdiction of the courts of, England.

SCHEDULE 4

MONTHLY RETURN TEMPLATE

Period:

Media Name	DLO Code	Source Code	ISSN	Media Type	Organisation Name	Organisation ID	Copy Type*	No. of Cuttings	No. of Permitted Users
Economist	NLA	ECO	N/A	Print	XYZ Gmbh	1000521	0	50	10
City AM	NLA	CTY	N/A	Print	LMN Ltd	1000527	2	10	20
www.guardian.co.uk	NLA	WEBG	N/A	Web	OOO Pty	3000526	8	10	3
www.guardian.co.uk	NLA	WEBG	N/A	Web	ABC Ltd	1000250	7	20	5
www.standard.co.uk	NLA	WEBES	N/A	Web	ABC Ltd	1000250	7	5	5

Field	Description	Description 2	Inclusion
Organisation ID	NLA Orgid	Unequally identified key for NLA Organisation	Required for eClips. Should be included for copy types if Organisation has Org_id (NULL if not)
Organisation_Name	PCA Client Name		Required
Source_Code	NLA Title Code	NLA Media Code	Required
Media_Name	Title Name		Optional
Copy_Type	0	Paper	Required
	1	Digital	
	2	eClips - Digital	
	3	eClips - Hardcopy	
	4	eClips Web - Link	
	5	eClips Web - Digital	
	6	eClips Web - Hardcopy	
	7	Web Link	
	8	Web Digital	
	9	Web Hardcopy	
	10	Full Page - Digital	
11	Full Page - Hardcopy		
No_of_Cuttings	Number of Clips sent		Required
Permitted_Users	Permitted Users	Number of Permitted users during reporting period	Required