

**WEB DATABASE LICENCE (MAGAZINE CONTENT)**

**TERM SHEET**

<b>NLA</b>	<b>NLA MEDIA ACCESS LIMITED</b> , a company registered in England with registered number 03003569 whose registered office is at Mount Pleasant House, Lonsdale Gardens, Tunbridge Wells, Kent TN1 1HJ.
<b>Licensee</b>	
<b>Publisher Content</b>	The content from magazine websites as set out in Appendix 1.
<b>Licensed Services</b>	as set out in Part A of each Service Schedule.
<b>Fees</b>	The Licence Fee as set out in Appendix 4 and any applicable Service Fees as set out in the Service Schedules.
<b>Fee Commencement Date</b>	The Fees shall be payable from [                      ] in accordance with clause 6 below
<b>Licence Commencement Date</b>	[                      ]
<b>Rights Granted</b>	Data Management Rights* and/or Distribution Rights* (*delete as appropriate)
<b>Scope</b>	<input type="checkbox"/> UK  <input type="checkbox"/> Worldwide

The parties each agree to the terms of this agreement (which expression includes this Term Sheet, the attached Terms and Conditions, the Appendices and all Service Schedules).

Signed: \_\_\_\_\_  
 For and on behalf of  
**NLA MEDIA ACCESS LIMITED**

Signed: \_\_\_\_\_  
 For and on behalf of  
**LICENSEE**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

### ***DEFINITIONS AND INTERPRETATION***

- 1.1 In this agreement, the words and phrases defined in bold on the Term Sheet shall have the meanings set out next to them and the following words and phrases shall have the following meanings:

**"Article"** means an article, report or other item in Publisher Content.

**"Client"** means a Consumer Service Provider, Internal Service Provider, Distributor and/or End User who, where the elected Scope of this agreement is worldwide or where the entity is in the UK, has a valid NLA Web End User Licence in place and who has contracted with the Licensee to receive Scraped Content or Media Monitoring Material as applicable in accordance with the Service Schedules under this agreement.

**"Consumer Service Provider"** means an entity who provides Media Monitoring Material direct to consumers through a free internet-based universally available service and who has a valid NLA licence in place.

**"Data Management Rights"** means the rights to Scrape the Publisher Content to facilitate the Licensed Services as further set out in this agreement (excluding for the avoidance of doubt any Distribution Rights).

**"Distributor"** means an entity who utilises Scraped Content to provide Licensed Services to End Users and (excluding for the avoidance of doubt the Licensee itself).

**"Distribution Rights"** means the right to provide the Licensed Services to End Users as further set out in this agreement.

**"End User"** means an entity which is the end recipient of the Licensed Service who is contracted with the Licensee to receive Media Monitoring Material or search against Scraped Content and who, where the elected Scope of this agreement is worldwide or where the entity is in the UK, has a valid NLA End User Licence Agreement in place.

**"Fees"** means the Licence Fee, any Service Fees and any audit fee under clause 5.7 and/or clause 6.5.

**"Internal Service Provider"** means an entity who utilises Scraped Content to provide Licensed Services solely to Permitted Users who are the staff of that entity or its affiliates (being companies which are (i) a franchisee or subsidiary of the Licensee, or (ii) another subsidiary of a holding company of the Licensee, or (iii) a holding company of the Licensee).

**"Initial Term"** means the period of 2 years from the Licence Commencement Date.

**"Licence Fee"** means the annual fees payable for entering into and maintaining this agreement as set out in Appendix 4.

**"Link"** means a web hyperlink to Publisher Content.

**"Media Monitoring Material"** means a hyperlink to an Article with (if any) (i) accompanying Text Extract relating to the Article and (ii) associated Publisher Metadata referring to the Article (including without limitation bylines, website name and word count).

**"NLA Licence"** means an NLA Web Database Licence and/or NLA Web End User Licence and/or NLA Consumer Service Provider Licence as applicable.

**"NLA Consumer Service Provider Licence"** means an agreement between NLA and a Consumer Service Provider relating to the provision of Media Monitoring Material direct to consumers through a free internet-based universally available service.

**"NLA Web Database Licence"** means an agreement between NLA and a third party data distributor equivalent in terms and purpose to this agreement.

**"NLA Web End User Licence"** means an agreement between NLA and an End User relating to the receipt and use of the Media Monitoring Material and/or searching against Scraped Content.

**"Permitted User"** means an individual who is authorised by the End User to use the relevant Licensed Service being an employee of the End User or an individual performing the function of an employee on a temporary basis, and independent contractor or consultant for as long as they are contracted to an End User.

**"Publisher"** means each publisher of those magazine websites which form part of the Publisher Content.

**"Publisher Metadata"** means data copied from Publisher Content which describes individual articles or stories in the Publisher Content (including without limitation headlines, bylines, 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.

**"Retail Price Index"** means the index entitled "All Items Retail Price Index" prepared and published by the Office of National Statistics or, if that index ceases to be prepared, the index which replaces it or most closely approximates to it.

**"Scrape"** means to extract data from web pages by means of robots, spiders, crawlers or other automatic device or manual process used to monitor and copy web pages and web content, and "Scraped" and "Scraping" shall be construed accordingly.

**"Scraped Content"** means data Scraped from the Publisher Content.

**"Service Fees"** means any fees payable by Licensee in addition to the Licence Fee for the provision of the Licensed Services as set out in the Service Schedules.

**"Service Schedule"** means each document attached to this agreement describing a Licensed Service, along with the additional licence terms applicable to such Licensed Service.

**"Summary"** means a summary of any Publisher Content, other than in the form of a Text Extract.

**"Text Extract"** means a headline and/or a direct text extract of no more than 256 characters of an Article generated using Scraped Content.

**"Year"** means each 12 month period following the Licence Commencement Date.

## 2 THE LICENCE

- 2.1 In consideration of the Licensee's payment of the Fees and subject to the Licensee's compliance with the terms of this agreement, NLA hereby grants the Licensee a non-exclusive, non-transferable licence to:

- 2.1.1 subject always to clause 2.2, Scrape the Publisher Content solely for the purpose of searching for and extracting Scraped Content to the extent necessary to facilitate the Licensed Services;
- 2.1.2 make copies of the Scraped Content in the Licensee's servers;
- 2.1.3 create an index to Scraped Content for the Licensee's own internal use;
- 2.1.4 provide the Licensed Services to its Clients as set out in the relevant Service Schedule(s); and
- 2.1.5 use the name of the Publisher for the purpose of identifying that Publisher in the provision of the Licensed Service.
- 2.2 The provisions of clause 2.1.1 shall only apply where the Licensee is described on the Term Sheet as having Data Management Rights.
- 2.3 The purpose of this agreement is to allow the Licensee to provide the Licensed Services to its Clients. NLA itself enters into a direct licence for use of Media Monitoring Material by those Clients under a separate NLA Licence and as such those rights are not sub-licensable by the Licensee under this agreement, save to the extent permitted under clause 12.6.
- 2.4 The Licensee will notify each client of the requirement to have its own NLA Licence in place and any other licence required directly with the owner of the Publisher Content as described in Appendix 1. In particular, the Licensee shall, prior to delivering Licensed Services to a new Client or a prospective client, and not less than once in every calendar year in the case of all the Licensee's Clients, send a letter or email substantially in the terms of Appendix 3.
- 2.5 All Links must be back to the website originally hosting the Publisher Content.
- 2.6 The additional licence terms in the Appendices and each Service Schedule will also apply to the provision of the Licensed Services.
- 2.7 For the avoidance of doubt, nothing in this agreement shall:
  - 2.7.1 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
  - 2.7.2 prejudice any rights granted by NLA or any Publisher to the Licensee under separate agreement.
- 2.8 In respect of prospective clients, the Licensee may subject always to the terms and conditions of this agreement provide a trial of the Licensed Services where permitted in the relevant Service Schedule (which for the avoidance of doubt excludes any XML delivery) for a period of up to 30 days no more than once in any 12 month period for each prospective client. It is agreed that in respect of prospective clients that do not already have an NLA Licence NLA shall not itself contact such prospective client during the period of the trial but at the end of the 30 day trial period NLA shall advise the Licensee as to whether or not such prospective client has entered into an appropriate NLA Licence. If the prospective client has not entered into an appropriate NLA Licence the Licensee may continue to provide the trial service to such Client for a further 30 days from expiry of the initial 30 day trial period, during which time the Licensee shall notify the prospective client of the requirement to have its own NLA Licence in place and any other licence as required directly with the owner of the Published Content as described in Appendix 1. At the expiry of 60 days from the commencement of the trial the Licensee shall cease providing the trial of the Licensed Service to the prospective client (whether or not the prospective client has entered into an appropriate NLA Licence). The Licensee is otherwise subject to the same obligations and restrictions under this agreement in respect of prospective clients as it is in respect of Clients, including for the avoidance of doubt

providing all details for such prospective clients in the monthly report(s) and payment of the relevant Service Fees.

- 2.9 It is agreed that the employees of the Licensee may make reasonable use of the Scraped Content for the purposes of demonstrating the Licensed Services to Clients (and potential Clients) and for internal testing and development of the Licensed Services only. If the Licensee wishes to provide any Licensed Services to its employees then such Licensed Services shall be subject to the Licensee taking out an appropriate NLA Web End User Licence.

### **3 SCOPE OF LICENCE**

- 3.1 Where the Licensee has elected the Scope of this agreement to cover the UK only:
- 3.1.1 the licence granted to the Licensee under clause 2.1 of this agreement is limited to acts executed within the UK;
- 3.1.2 the Licensee's obligation under Service Schedules 4 and 5 to ensure that each client has a valid NLA Web End User Licence only applies in relation to those clients who are located in the UK; and
- 3.1.3 the Licensee shall nevertheless be required to maintain and report to NLA on a monthly basis the information identified in Part D of each of Service Schedules 4 and 5 in respect of any clients located outside of the UK to whom it has supplied Publisher Content, Media Monitoring Material or to whom it has made available Scraped Content to search against.
- 3.2 Where the Licensee has elected the Scope of this agreement to be worldwide, the Licensee's obligation under Service Schedules 4 and 5 to ensure that each client has in place an NLA Web End User Licence applies in relation to all clients, wherever they are located.
- 3.3 The Licensee may at any time upon not less than one month's notice in writing to NLA change the elected Scope of this agreement.

### **4 LICENCE RESTRICTIONS**

- 4.1 Nothing in this agreement shall be construed as granting or accruing to the Licensee or any of its Clients any intellectual property rights in the Publisher Content, Scraped Content or Text Extracts other than expressly licensed in clause 2.1 of this agreement. In particular but without limitation, the Licensee shall not (except as expressly set out in this agreement and/or except to the extent that such acts do not constitute infringement of intellectual property rights):
- 4.1.1 republish or re-utilise the Scraped Content;
- 4.1.2 copy, modify, adapt, archive or create extracts of the Scraped Content or the Links;
- 4.1.3 supply to any third parties any copies of the Scraped Content;
- 4.1.4 store in digital or any other non-paper based format any Scraped Content;
- 4.1.5 remove or conceal any copyright or trade mark notices from any Scraped Content or Publisher Content; or
- 4.1.6 make any summaries of Publisher Content or Scraped Content (other than Text Extracts) by automatic means.

- 4.2 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 the Scraped Content and any Text Extracts any part of the Publisher Content identified in such 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. In the event that such parts of the Scraped Content and any Text Extracts are not removed as set out above, Licensee agrees to indemnify NLA and its Publishers from all costs, claims and expenses resulting from such non-removal.
- 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 The Licensee shall by not later than the seventh day following the end of each calendar month deliver to NLA a monthly report in the form shown in each applicable Service Schedule. The parties may agree that instead of the number of Links provided to the Licensee's Clients as set out in the relevant Service Schedule, the Licensee shall report to NLA the percentage share of Links attributable to each website delivered to the Clients.
- 4.5 Except as may be otherwise provided in this agreement the Licensee shall only use Publisher Metadata:
- 4.5.1 for internal indexing, digital rights management;
  - 4.5.2 for billing and audit purposes;
  - 4.5.3 in connection with the planning, monitoring and evaluation service provided directly to End Users for their internal use provided that Publisher Metadata is not supplied to any End User who could reasonably be expected to use and/or distribute such Publisher Metadata outside of any such planning, monitoring and evaluation service or make the Publisher Metadata available as part of its business including as part of a consumer application; and/or
  - 4.5.4 as otherwise expressly agreed in writing by NLA on such terms as NLA may reasonably require from time to time.
- 4.6 The Licensee shall not:
- 4.6.1 deliver any Text Extract or Publisher Metadata to any End User whom may be reasonably expected to distribute that Text Extract and/or Publisher Metadata outside of its own organisation;
  - 4.6.2 delete or alter in any way any copyright notices on or attached to any Publisher Content; or
  - 4.6.3 authorise, incite or encourage Clients or prospective clients to reproduce any Publisher Content otherwise than as permitted by licence or by law.
- 4.7 The Licensee shall be bound by the terms and conditions of each Publisher's website except to the extent expressly extended by this agreement. The Publishers shall, however, be entitled to apply the robots exclusion standard or robots.txt convention or the ACAP (Automated Content Access Protocol) or other methods consistent with Appendix 2 in the event that certain parts of the Publisher Content may need to be removed for legal reasons, or otherwise to the extent that it would not be inconsistent with the rights and obligations of the Licensee under this agreement.

4.8 This agreement does not confer on the Licensee any rights whatsoever in respect of Summaries.

## 5 LICENSEE OBLIGATIONS

5.1 The Licensee acknowledges that certain Publishers impose additional requirements in relation to Scraping and accordingly agrees to comply with the additional requirements set out in Appendix 2 and notified to the Licensee from time to time.

5.2 The Licensee agrees to comply with the technical requirements and protocols set out in Appendix 2.

5.3 The Licensee will use all reasonable endeavours to prevent unauthorised use of the Scraped Content, the Media Monitoring Material or any Publisher Content. If the Licensee believes that there has been any breach of security, the Licensee must notify NLA immediately.

5.4 If NLA reasonably believes that the use by the Licensee of any Publisher Content constitutes a material breach of this agreement, 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 agreement 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 9.2 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 agreement.

5.5 NLA reserves the right at its cost to monitor use of the Scraped Content to ensure compliance with this agreement.

5.6 Where NLA reasonably suspects that the Licensee is in material breach of this agreement or is infringing any intellectual property rights in any Publisher Content, provided it has received at least 3 (three) working days' notice from NLA (which for the avoidance of doubt shall be given during normal business hours), the Licensee will allow inspection of its records by NLA or by such person as NLA shall appoint as inspector. The inspector shall have the right to have access to the Licensee's premises during business hours and shall be entitled to inspect the records, computers and business arrangements of the Licensee to verify that they are (i) in compliance with the terms of this agreement, and (ii) that the Licensee is not carrying out any infringing acts, and that no such acts are being carried out by any staff, members or Clients of the Licensee. It is agreed that the Licensee may request NLA to appoint an independent accountant or firm of accountants to conduct such inspection of its records.

5.7 The responsibility for payment of the cost of such an audit shall be as follows:

5.7.1 If such an audit reveals any material breach by the Licensee, its staff or members the Licensee shall pay the cost of that audit.

5.7.2 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 agreement constitute a material breach.

5.7.3 In all other circumstances NLA shall pay the cost of the audit.

5.8 The Licensee will notify NLA promptly in writing of any unlicensed use of the Publisher Content (or any part of it) of which the Licensee becomes aware.



- 5.9 Where the elected Scope of this agreement is worldwide, where the Licensee's client is in the UK or where a licence is required as a matter of law, on request by NLA (NLA having used all reasonable commercial endeavours to avoid having to make such request), the Licensee will immediately cease to provide any further services to any client engaged in any unlicensed use unless and until it has obtained an appropriate licence from NLA or from the relevant Publisher. The Licensee shall have no claim against NLA arising from any such cessation of services to a Client.
- 5.10 As a condition to NLA granting the Licensee the rights under this agreement and to enable NLA to monitor the Licensee's compliance with the terms of this agreement, the Licensee will provide a single NLA member of staff (as advised by NLA from time to time) with access to each Licensed Service provided by the Licensee. This Licensed Service will be provided to NLA free of charge, it will use not more than two object keywords (which object keywords will be of no commercial interest to NLA) and the Licensee will have no obligation to support the service other than to assist NLA with carrying out audits pursuant to the terms of this agreement.

## 6 FEES

- 6.1 The Fees are payable by the Licensee, together with any VAT (or other tax) monthly from the Fee Commencement Date as provided below.
- 6.2 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. NLA shall consult with the Licensee about any such proposed revision during a period of at least two months prior to the date upon which the amendment is due to take effect.
- 6.3 NLA may, without notice to the Licensee, set off any sums owed by the Licensee under this agreement 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.
- 6.4 Subject to the provisions of clause 6.6 below, invoices issued by NLA for all Fees are payable in sterling 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.
- 6.5 The Licensee shall keep all records necessary to determine the License Fee and the Service Fees and otherwise show its compliance with the terms of this agreement. In addition to the rights under clause 5.6, independent auditors appointed by NLA shall have the right to access Licensee's premises during business hours on not less than one month's notice for the purpose of carrying out an audit (such audit not to be carried out more frequently than once a year) in order to determine the accuracy of the Licence Fee and the Service Fees, security of the Publisher Content or otherwise conduct NLA's statutory and internal audits. The Licensee shall be responsible for the costs of any audit under this clause (it being agreed that such audit costs shall not exceed £2,500 per annum without prior consultation with the Licensee).
- 6.6 NLA shall collect the Fees and any End User fees due under clause 6.8 by direct debit not earlier than the 21st day of the calendar month following that to which it relates. If a direct debit arrangement is not already in place between NLA and the Licensee the Licensee shall sign and return to NLA a direct debit mandate within 14 days of signature of this agreement.
- 6.7 Without prejudice to any other legal rights which NLA may have, if through no fault of NLA payment of any Fees and/or End User fees due under clause 6.8 are overdue NLA shall be (without prejudice to any other legal rights which NLA may have) entitled to suspend the rights granted under this agreement on giving 48 hours notice to Licensee (which notice for the avoidance of doubt shall be served during normal business hours).



- 6.8 The Licensee may by prior written notice to NLA agree with any of its End Users that elect to pay NLA a fixed rate of licence fees for the Licensed Service that such fees due to NLA will be collected by the Licensee as agent for NLA. Such fees will be payable in full by the Licensee to NLA in the month following which they become due from the End Users and will be collected in accordance with clause 6.6 and subject to any process which NLA reasonably notifies to the Licensee from time to time for their collection.
- 6.9 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 6.5 of this agreement. Where only part of the invoice is disputed the undisputed amount shall be paid on the due date.
- 6.10 Failure of the Licensee to comply with the provisions of this clause 6 shall constitute a material breach for the purposes of clause 9.2.1.
- 6.11 In the event that the Licensee exercises its right to terminate this agreement as provided in clause 9.1 or Appendix 4 below NLA shall refund to the Licensee any Fees paid in advance (less any deductions made under Appendix 4) by the Licensee which relate to the period falling after the date this agreement has been so terminated.

## **7 INDEMNITY**

- 7.1 Provided that the Licensee has complied and continues to comply with the terms of this agreement, 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 clause 2.
- 7.2 The indemnity in clause 7.1 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 7.1. 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 material 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.

## **8 LIMITATION OF LIABILITY**

- 8.1 Nothing in this agreement shall limit or exclude the liability of either party to the other in respect of:
- 8.1.1 fraud, death or injury to persons caused by negligence or any other liability which cannot by law be limited or excluded; and
- 8.1.2 the Licensee's obligation to pay the Fees.
- 8.2 Subject to clause 8.1, the parties shall not be liable to the other for any of the following types of loss or damage arising under this agreement, even in each case if the party has been advised of the possibility of such loss or damage:
- 8.2.1 indirect or consequential loss; or

- 8.2.2 loss of profits, revenue, contracts or anticipated savings.
- 8.3 Subject to clause 8.1, NLA shall not be liable to the Licensee for any loss or damage arising from the Licensee's inability to scrape the Publisher Content (save where and unless a Publisher takes technical steps to prevent such scraping inconsistent with the terms of the licence granted hereunder) or for any harm caused to any third party systems as a result of the Licensee's scraping activities whether or not in each case NLA has been advised of the possibility of such loss or damage.
- 8.4 Subject to clause 8.1, the aggregate liability of NLA for any liability arising under or in connection with this agreement however arising (including by way of negligence), but not any liability of NLA under the indemnity in clause 7.1, 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.
- 7.5 These limitations of liability shall not apply in respect of any damage caused to the Licensee by the negligent act or omission of an NLA appointed inspector whilst on the Licensee's premises acting pursuant to clauses 5.6 and 6.5 above.

## 9 **TERM AND TERMINATION**

- 9.1 Unless terminated earlier in accordance with the terms of this agreement or by law, this agreement shall commence on the Licence Commencement Date, and shall continue in force unless terminated for any reason whatsoever:
- 9.1.1 on 3 months' notice from the Licensee to NLA provided that no such notice shall take effect before expiry of the Initial Term; or
- 9.1.2 on 12 months' notice from NLA to the Licensee.
- 9.2 Notwithstanding the above, NLA may terminate this agreement by notice in writing at any time with immediate effect if:
- 9.2.1 the Licensee commits or causes any material breach of any of the provisions of this agreement, and (in the case of a remediable breach only) remains in breach 28 days after receiving notice from NLA to remedy such breach; or
- 9.2.2 the Licensee becomes insolvent within the meaning of section 123 of the Insolvency Act 1986, resolves to go into voluntary liquidation, presents or has presented against it a winding-up petition, is dissolved, comes to a compromise arrangement with its creditors, has a liquidator, administrator, receiver, manager or administrative receiver or other encumbrancer appointed to, or security enforced over, the whole or any part of its assets or property, or becomes involved or suffers any event analogous to any of the foregoing.
- 9.3 Upon termination of this agreement:
- 9.3.1 the Licensee shall immediately erase all copies of Scraped Content and the Text Extracts, irrespective of format; and
- 9.3.2 all rights of the Licensee to provide Licensed Services to Clients shall terminate.

## 10 **NOTICES**

- 10.1 Notices between the parties relating to this agreement must be in writing and must be delivered personally or sent by prepaid first class post or fax transmission or email to the address or fax number or email address set out in the Term Sheet (or such other address, fax number or email address as may be notified in writing by either party to the other). Alternative details may be notified by a party for the purposes of this clause.

10.2 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 fax, 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 10 "business day" shall mean any day other than Saturday, Sunday or a bank holiday in England.

## 11 **CONFIDENTIALITY**

11.1 Neither party is to disclose to any person not a party to this agreement, 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 Clients shall comprise proprietary or confidential information) ("**Confidential Information**") obtained from the other party.

11.2 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 information for the purposes of carrying out its normal licensing activities in relation to the Licensee's clients, which normal licensing activities shall, for the avoidance of doubt, not include the provision by NLA of any data feed services.

11.3 These obligations of confidentiality will not apply:

11.3.1 where the information is within the public domain (otherwise than as a result of a breach of this clause);

11.3.2 where use or disclosure of the 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;

11.3.3 where the 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

11.3.4 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 11.3.1 and 11.3.2 or those described in 10.3.3, where the information was in the possession of the Publishers. Without prejudice to the foregoing NLA recognise 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.

11.4 Where the Licensee reasonably suspects that NLA has used or is using any Confidential Information in material breach of clause 11.2:

11.4.1 The Licensee shall have the right to inspect NLA's records

11.4.2 After the expiry of 3 (three) working days' written notice of the Licensee's intention to inspect NLA's records, the Licensee shall have the right to appoint an independent inspector or solicitor or firm of auditors or solicitors to have access to NLA's premises during business hours and such independent inspector or solicitor or firm of auditors or solicitors shall be entitled to inspect the records, computers and business arrangements of NLA to verify that NLA is in compliance with the terms of this agreement. It shall be a term of appointment of any inspector that they shall only disclose to the Licensee information relating to the Licensee's clients.

- 11.4.3 The cost of such inspection shall be borne by the Licensee if such inspection does not confirm any material breach of clause 11.2 by NLA, but otherwise shall be charged to NLA.
- 11.4.4 If the inspection reveals that NLA has materially breached the terms of clause 11.2, NLA shall pay damages to the Licensee in such amount to be agreed between the Licensee and NLA, or, in the absence of such agreement, in such amount as determined by a competent court.
- 11.5 To the extent that the relevant mandate agreements exclude the rights of third parties under the Contracts (Rights of Third Parties) Act 1999, any such exclusion shall be expressly stated not to apply to the obligations set out in this clause.

## 12 **OTHER MATTERS**

- 12.1 The rights and remedies provided by this agreement 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.
- 12.2 Any waiver, acquiescence or delay by a party in enforcing any breach of the terms of this agreement shall have no effect in relation to any later breach.
- 12.3 Nothing in this agreement and no action taken by the parties pursuant to this agreement 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.
- 12.4 Each of the provisions contained in this agreement shall be construed as independent of every other such provision, so that if any provision of this agreement 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 agreement.
- 12.5 This agreement 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.
- 12.6 Save as provided in this clause 12.6, the Licensee will not assign or sublicense the rights granted under this agreement without the prior written consent of NLA. The Licensee may grant sublicences to any wholly-owned company within its corporate group (for the purpose of this clause, a "Subsidiary") provided that the Licensee shall hold a single data repository of the Scraped Content for itself and any such Subsidiaries, and provided further that:
- 12.6.1 the Licensee notifies NLA of all such sublicences and provides NLA with such further information in relation to the sublicences as NLA may reasonably require;
- 12.6.2 the sublicense shall be granted on terms no less strict than the terms of this agreement and shall not give any of the Subsidiaries the right to grant further sublicences;
- 12.6.3 the Licensee shall procure that the Subsidiaries observe the terms and conditions of their respective sublicences;
- 12.6.4 the Licensee shall report and make all payments due to NLA under the relevant Service Schedule(s) on behalf of the Subsidiaries;
- 12.6.5 the Licensee shall be liable for any breach of the sublicense by any Subsidiary and any such breach shall constitute a breach by the Licensee of this agreement.

- 12.7 NLA will offer terms commensurate with those as contained in this agreement to third parties who are in the business of providing any Licensed Services in the European Economic Area and Switzerland.
- 12.8 Each party will at the request of the other party execute any document and do any thing reasonably necessary to implement this agreement 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 agreement.
- 12.9 In the event that there is a conflict between these Terms and Conditions and the terms of the Appendices to this agreement, these Terms and Conditions shall prevail.
- 12.10 No person other than NLA, the Publishers and the Licensee shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this agreement. This clause does not affect any right of any person which exists otherwise than under that Act to the extent of any conflict.
- 12.11 Words in the singular shall include the plural and vice versa.

### 13 **LAW AND JURISDICTION**

- 13.1 This agreement 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 agreement save that NLA may at its absolute discretion bring a cause of action in the Licensee's home jurisdiction.

## **PUBLISHER CONTENT**

The list of magazine websites comprising Publisher Content can be found at [www.nla.co.uk](http://www.nla.co.uk)

NLA, at its discretion, may update the list from time to time to either add or remove any publications. The following are excluded from the licence under this agreement: (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).

Certain Publishers may require direct licences to be entered into between the Publisher and the End User for access and/or use of the Publisher Content. Details will be notified to the Licensee from time to time. Any such relevant Publisher Content must not be included in a Licensed Service without such a licence.

NLA shall be entitled by 90 days' written notice to the Licensee to put in place a minimum time period between the time of first publication of any or all Publisher Content and it being made available as part of a Licensed Service ('Time Restriction'). Licensee shall have the right to consult with NLA about such proposed Time Restriction for a period of 30 (thirty) days from receipt of the written notice. It is agreed that any such Time Restriction shall apply to all parties who have entered into an NLA Web Database Licence.

For the avoidance of doubt, nothing in this Appendix 1 allows the Publishers to arbitrarily reduce access to Publisher Content.

## Appendix 2

### TECHNICAL REQUIREMENTS AND PROTOCOLS

If the Licensee has been granted the right to Scrape the Publisher Content as provided in clause 2.1 of the agreement, the Licensee agrees to:

- save to the extent that it would be inconsistent with the rights and obligations of the Licensee under this agreement, obey the robots exclusion standard or robots.txt convention;
- respect the crawl-delay value provided in the robots.txt; or if crawl-delay support does not exist within the Licensee's crawler, or is not provided at the Publisher's websites; to implement an appropriate politeness policy ensuring the Licensee's crawler does not in any way affect the Publisher's website performance;
- save to the extent that it would be inconsistent with the rights and obligations of the Licensee under this agreement, comply with any usage terms specified in each individual Publisher website's terms & conditions;
- save to the extent that it would be inconsistent with the rights and obligations of the Licensee under this agreement, comply with the ACAP (Automated Content Access Protocol) standard. More information regarding ACAP and its implementation can be found at <http://www.the-acap.org/>;
- ensure Licensee's IP address is available to the website Publisher at all times (i.e. IP addresses will not be masked, or misrepresented in any way);
- include an appropriate reference to the Licensee's organisation in the "User Agent" request header field. Ideally, this would be in the form of a valid, monitored e-mail address or alternatively, as a link to an appropriate webpage containing up to-date and relevant contact information;

Any restriction imposed by a Publisher pursuant to this Appendix 2 shall be imposed in a non-discriminatory manner as between all Licensees under NLA's Web Database Licence.

For the avoidance of doubt, nothing in this Appendix 1 allows the Publishers to arbitrarily reduce access to Publisher Content.



## Appendix 3

### NOTICE TO CLIENTS

Under the terms of our agreement with NLA media access Limited ("**NLA**") we are required to draw your attention to the following matters:

- 1 You need a licence from NLA to view or distribute in the UK the magazine content which derives from the magazine websites listed by NLA on its own website [www.nlamediaaccess.com](http://www.nlamediaaccess.com). You may also need a licence in other countries, either from NLA, the Publishers or their representative body in the relevant country.
- 2 Applications to NLA for a licence should be addressed to it at Mount Pleasant House, Lonsdale Gardens, Tunbridge Wells, Kent TN1 1HJ, telephone 01892 525 273, fax 01892 525 275, email [copy@nla.co.uk](mailto:copy@nla.co.uk).
- 3 We are obliged to provide NLA with your details. If information comes to our attention which leads us to believe that any client is viewing or distributing the web news content supplied through our service without a valid licence, we are required by the terms of our agreement with NLA to disclose that information to NLA.
- 4 Some publishers may also require you to register or pay to use their website. If that is the case, you will need to do that before you can read their news content.

## Appendix 4

### ANNUAL LICENCE FEE TARIFF

- a. The Licence Fee shall be based on the number of Clients to whom the Licensee is providing the Licensed Services as follows:

Band	Annual Licence fee
Up to 20	£360
21 to 50	£756
51 to 100	£1,140
101 to 150	£1,536
151 to 250	£1,920
251 to 750	£2,316
751 to 1250	£2,700
1251 to 1750	£3,096
1751 to 2250	£3,480
2251 to 2750	£3,996
2751 to 3250	£4,260
3251 to 3750	£4,656
3751 to 4250	£5,040
4251 to 4750	£5,436

- b. The Licence Fee will be reduced in the event of certain reductions in the number of magazine websites covered by the Publisher Content as follows:

<u>No of Magazine Websites Included in Publisher Content</u>	<u>Licence Fee Reduction (%)</u>
400-499	8%
300-399	16%
200-299	24%
100-199	32%
0-99	40%

- c. Where the Licence Fee has been reduced under paragraph b. above, the Licensee shall be entitled to a refund equivalent to the amount of that reduction on a *pro-rata* monthly basis for the remainder of the Year.
- d. If the number of magazine websites comprising the Publisher Content as at the date of this agreement reduces by 50% then the Licensee shall have the right to terminate this agreement on 1 (one) month's written notice to NLA and the provisions of clauses 6.11 and 9.3 shall apply.

## **SERVICE SCHEDULES**

## **Service Schedule 1**

### **Wholesale Distribution – Supply of Scraped Content to Distributor**

#### **Part A: Service Description**

The Licensee delivers full text of Scraped Content as XML data service to a Distributor (who has a separate licence from NLA to distribute Media Monitoring Material to End Users).

#### **Part B: Additional Licence Terms**

All Clients entitled to receive the Licensed Services under this Service Schedule must be Distributors (that is excluding Consumer Service Providers, Internal Service Providers and End Users). The terms in this Part B shall be in addition to the Terms and Conditions which shall also apply to all use of the Publisher Content.

#### **Part C: Service Fees**

The Licensee shall pay NLA a sum equivalent to 5% (five percent) of all fees payable to the Licensee from each Distributor to whom it provides Scraped Content (excluding any VAT or equivalent sales tax) or £3,000 per Distributor per Year, whichever is the greater.

Unless the parties have previously discussed and agreed an appropriate adjustment to the Service Fees, all fees payable by Clients to the Licensee for the Licensed Service must be negotiated on an arms-length commercial basis (for example, without limitation, the Licensed Service may not be used as a loss-leader or be discounted based on the purchase of other services or otherwise be priced so as to artificially reduce the fees payable for the Licensed Service).

## Part D: Reporting

This report is for the recording and submission to NLA of the names of websites Scraped to provide Scraped Content to Distributors under Service Schedule 1 of NLA's Web Database Licence. The report must be submitted monthly in the form of an XML or Excel file.

The report template is in the table below. The XML and Excel files can be found at: <http://blog.nla.co.uk/hub-docs/>.

Media Name	Media Code	Copy Type	Organisation Name	Org ID	Permitted Users	No of Cuttings
www.		2	XYZ Limited	342	3	5
www.		2	XYZ Limited	342	3	8
www.		3	XYZ Limited	342	3	5
www.		3	XYZ Limited	342	3	8
www.		5	123 Group	111	0	109
www.		5	123 Group	111	0	2314

The table below describes the optional and mandatory fields included in the template above.

Field	Value	Description	Inclusion
Media Name		Name of the Title	Optional
Media Code		NLA code for the Title	Mandatory
Copy Type	0	Paper	Optional
	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		
Organisation Name		Name of the PCA client	Mandatory
Orgid		NLA ID for the PCA client	Optional
Permitted Users		Number of permitted users during period	Mandatory
No of Cuttings		Number of Clips sent during period	Optional

## **Service Schedule 2**

### **Wholesale Distribution – Supply of Scraped Content to Consumer Service Provider**

#### **Part A: Service Description**

The Licensee either

- a) delivers full text of Scraped Content as XML data service to a Consumer Service Provider; or
- b) provides API access to Scraped Content held by Licensee in its local server for Consumer Service Provider to search for content relevant to their clients.

and the Consumer Service Provider is then separately licensed by NLA to distribute Media Monitoring Material to consumers through a free internet-based universally available service.

#### **Part B: Additional Licence Terms**

All Clients entitled to receive the Licensed Services under this Service Schedule must be Consumer Service Providers (that is excluding Internal Service Providers, Distributors and End Users).

The Licensee must ensure that each consumer service provider has in place an NLA Consumer Service Provider licence.

Provision of Scraped Content to Consumer Service Providers is subject to individual Publisher approval and NLA shall use commercially reasonable endeavours to procure such approval. NLA shall notify the Licensee as soon as is reasonably possible after being notified that a Consumer Service Provider is being licensed as to whether any Publisher has withdrawn consent for the provision of its Publisher Content to such Consumer Service Provider and Licensee shall cease delivering such Scraped Content or providing API access to such Scraped Content to the relevant Consumer Service Provider with immediate effect if it receives such notification. Licensee shall include in its agreements with Consumer Service Providers terms to this effect. Licensee shall have no claim against NLA or the Publisher arising from the withdrawal of consent.

The terms in this Part B shall be in addition to the Terms and Conditions which shall also apply to all use of the Publisher Content.

#### **Part C: Service Fees**

The Licensee shall pay NLA the following fees for each Consumer Service Provider to whom it delivers Scraped Content under this Service Schedule as follows.

- a. API Access only – free of charge
- b. Full text of Scraped Content only – a sum equivalent to 5% (five percent) of all fees payable to the Licensee from each Consumer Service Provider to whom it provides Scraped Content or £3,000 per Consumer Service Provider per Year, whichever is the greater.

Unless the parties have previously discussed and agreed an appropriate adjustment to the Service Fees, all fees payable by Clients to the Licensee for the Licensed Service must be negotiated on an arms-length commercial basis (for example, without limitation, the Licensed Service may not be used as a loss-leader or be discounted based on the purchase of other services or otherwise be priced so as to artificially reduce the fees payable for the Licensed Service).

## Part D: Reporting

This report is for the recording and submission to NLA of the names of websites Scraped to provide Scraped Content to Consumer Service Providers under Service Schedule 2 of NLA's Web Database Licence. The report must be submitted monthly in the form of an XML or Excel file.

The report template is in the table below. The XML and Excel files can be found at: <http://blog.nla.co.uk/hub-docs/>.

Media Name	Media Code	Copy Type	Organisation Name	Org ID	Permitted Users	No of Cuttings
www.		2	XYZ Limited	342	3	5
www.		2	XYZ Limited	342	3	8
www.		3	XYZ Limited	342	3	5
www.		3	XYZ Limited	342	3	8
www.		5	123 Group	111	0	109
www.		5	123 Group	111	0	2314

The table below describes the optional and mandatory fields included in the template above.

Field	Value	Description	Inclusion
Media Name		Name of the Title	Optional
Media Code		NLA code for the Title	Mandatory
Copy Type	0	Paper	Mandatory
	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		
Organisation Name		Name of the PCA client	Mandatory
Orgid		NLA ID for the PCA client	Optional
Permitted Users		Number of permitted users during period	Mandatory
No of Cuttings		Number of Clips sent during period	Mandatory



### **Service Schedule 3**

#### **Wholesale Distribution – Supply of Scraped Content to Internal Service Providers**

##### **Part A: Service Description**

The Licensee delivers full text of Scraped Content as an XML data service to an Internal Service Provider and the Internal Service Provider then distributes Media Monitoring Material to Permitted Users (as provided under an NLA Web End User Licence) for internal management use only.

##### **Part B: Additional Licence Terms**

All Clients entitled to receive the Licensed Services under this Service Schedule must be Internal Service Providers (that is excluding Distributors and Consumer Service Providers).

The Licensee must ensure that each internal service provider receiving Scraped Content has in place an NLA Web Database Licence and NLA Web End User Licence.

The Licensee must ensure that Scraped Content is made available to Internal Service Providers within 72 hours of publication by the relevant Publisher on its website.

Provision of Scraped Content to Internal Service Providers is subject to individual Publisher approval and NLA shall use commercially reasonable endeavours to procure such approval. NLA shall notify the Licensee as soon as is reasonably possible after being notified that a Internal Service Provider is being licensed as to whether any Publisher has withdrawn consent for the provision of its Publisher Content to such Internal Service Provider and Licensee shall cease delivering such Scraped Content to the relevant Internal Service Provider with immediate effect if it receives such notification. Licensee shall include in its agreements with Internal Service Providers terms to this effect. Licensee shall have no claim against NLA or the Publisher arising from the withdrawal of consent.

The terms in this Part B shall be in addition to the Terms and Conditions which shall also apply to all use of the Publisher Content.

##### **Part C: Service Fees**

The Licensee shall pay NLA a sum equivalent to 5% (five percent) of all fees payable to the Licensee from each Internal Service Provider to whom it provides Scraped Content or £3,000 per Internal Service Provider per Year whichever is the greater.

Unless the parties have previously discussed and agreed an appropriate adjustment to the Service Fees, all fees payable by Clients to the Licensee for the Licensed Service must be negotiated on an arms-length commercial basis (for example, without limitation, the Licensed Service may not be used as a loss-leader or be discounted based on the purchase of other services or otherwise be priced so as to artificially reduce the fees payable for the Licensed Service).

## Part D: Reporting

This report is for the recording and submission to NLA of the names of websites Scraped to provide Scraped Content to Internal Service Providers under Service Schedule 3 of NLA's Web Database Licence. The report must be submitted monthly in the form of an XML or Excel file.

The report template is in the table below. The XML and Excel files can be found at: <http://blog.nla.co.uk/hub-docs/>.

Media Name	Media Code	Copy Type	Organisation Name	Org ID	Permitted Users	No of Cuttings
www.		2	XYZ Limited	342	3	5
www.		2	XYZ Limited	342	3	8
www.		3	XYZ Limited	342	3	5
www.		3	XYZ Limited	342	3	8
www.		5	123 Group	111	0	109
www.		5	123 Group	111	0	2314

The table below describes the optional and mandatory fields included in the template above.

Field	Value	Description	Inclusion
Media Name		Name of the Title	Optional
Media Code		NLA code for the Title	Mandatory
Copy Type	0	Paper	Optional
	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		
Organisation Name		Name of the PCA client	Mandatory
Orgid		NLA ID for the PCA client	Optional
Permitted Users		Number of permitted users during period	Mandatory
No of Cuttings		Number of Clips sent during period	Mandatory

## **Service Schedule 4**

### **Retail distribution – Supply of Search Access to End User(s)**

#### **Part A: Service Description**

The Licensee for a fee (1) licenses an End User for its Permitted Users to search the copy of the Scraped Content held by Licensee for Media Monitoring Material. The results of the Permitted User's search are to be provided to the Permitted User in the form of Media Monitoring Material; and (2) searches Scraped Content for End User(s) and sends alerts to End User(s) in the form of Media Monitoring Material.

#### **Part B: Additional Licence Terms**

The Licensee must ensure that each Permitted User at the End User has a unique username and password.

Permitted Users are only to be permitted to use the Publisher Content for their own internal use and not for systematic distribution to other employees of the End User except as permitted under an NLA Web End User Licence as set out below.

Licensee must ensure each client within the elected Scope of this agreement has in place an NLA Web End User Licence.

Licensee may offer to its prospective clients a trial of this Service as provided in clause 2.8 of the agreement.

The terms in this Part B shall be in addition to the Terms and Conditions which shall also apply to all use of the Publisher Content.

#### **Part C: Service Fees**

No charge to Licensee.

The fee tariff that NLA intends to put into place for End Users is as set out in the relevant NLA price list from time to time.

## Part D: Reporting

### NLA MONTHLY RETURN - SEARCH ACCESS

This report is for the recording and submission to NLA of all web links supplied under Service Schedule 4 of NLA's Web Database Licence.

The report should be submitted monthly by 7th day of the following month and submitted electronically in the form of an XML or Excel file or such other form as may be agreed between the parties.

The report template is in the table below. The XML and Excel files can be found at: <http://blog.nla.co.uk/hub-docs/>.

Media Name	Media Code	Copy Type	Organisation Name	Org ID	Permitted Users	No of Cuttings
www.		2	XYZ Limited	342	3	5
www.		2	XYZ Limited	342	3	8
www.		3	XYZ Limited	342	3	5
www.		3	XYZ Limited	342	3	8
www.		5	123 Group	111	0	109
www.		5	123 Group	111	0	2314

The table below describes the optional and mandatory fields included in the template above.

Field	Value	Description	Inclusion
Media Name		Name of the Title	Optional
Media Code		NLA code for the Title	Mandatory
Copy Type	0	Paper	Mandatory
	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		
Organisation Name		Name of the PCA client	Mandatory
Orgid		NLA ID for the PCA client	Optional
Permitted Users		Number of permitted users during period	Mandatory
No of Cuttings		Number of Clips sent during period	Mandatory

## **Service Schedule 5**

### **Retail Distribution – Supply of Alerts Service to End User(s)**

#### **Part A: Service Description**

The Licensee for a fee searches Scraped Content for End User(s) and sends alerts to End User(s) in the form of Media Monitoring Material.

#### **Part B: Additional Licence Terms**

The Licensee must ensure that each Permitted User at the End User has a unique username and password unless the alerts are sent to the Permitted User by e-mail.

The Licensee must ensure that each client within the elected Scope of this agreement has in place an NLA Web End User Licence.

The Licensee must ensure that the Media Monitoring Material is first made available to End Users within 72 hours of publication by the relevant Publisher on its website.

Licensee may offer to its prospective clients a trial of this Service as provided in clause 2.8 of the agreement.

The terms in this Part B shall be in addition to the Terms and Conditions which shall also apply to all use of the Publisher Content.

#### **Part C: Service Fees**

No charge to Licensee, save that the Licensee may elect to collect the fixed fees from the End User on behalf of NLA as provided in clause 6.8.

The Licensee may elect by notice to NLA to pay for the first Link (with or without a Text Extract) sent to the first Permitted User at the End User at the then prevailing rate per Link in accordance with the relevant NLA price list.

The fee tariff that NLA intends to put into place for its End Users is as set out in the relevant NLA price list from time to time.

## Part D: Reporting

### NLA MONTHLY RETURN - ALERTS SERVICE

This report is for the recording and submission to NLA of all web links supplied in accordance with Service Schedule 5 of NLA's Web Database Licence.

The report should be submitted monthly by 7th day of the following month and submitted electronically in the form of an XML or Excel file or such other form as may be agreed between the parties.

The template for reporting is in the table below. The XML and Excel template files can be found at:

<http://blog.nla.co.uk/hub-docs/>.

Media Name	Media Code	Copy Type	Organisation Name	Org ID	Permitted Users	No of Cuttings
www.		2	XYZ Limited	342	3	5
www.		2	XYZ Limited	342	3	8
www.		3	XYZ Limited	342	3	5
www.		3	XYZ Limited	342	3	8
www.		5	123 Group	111	0	109
www.		5	123 Group	111	0	2314

The table below describes the optional and mandatory fields included in the template above.

Field	Value	Description	Inclusion
Media Name		Name of the Title	Optional
Media Code		NLA code for the Title	Mandatory
Copy Type	0	Paper	Mandatory
	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		
Organisation Name		Name of the PCA client	Mandatory
Orgid		NLA ID for the PCA client	Optional
Permitted Users		Number of permitted users during period	Mandatory
No of Cuttings		Number of Clips sent during period	Mandatory