

NLA MEDIA ACCESS MMO LICENCE

GENERAL TERMS & CONDITIONS

1. EXPLANATORY NOTE

This Agreement sets out the general terms and conditions upon which we, **NLA MEDIA ACCESS LIMITED**, Mount Pleasant House, Lonsdale Gardens, Tunbridge Wells, Kent, TN1 1HJ (referred to as "NLA"), which is authorised by the publishers of certain publications, grants to *you [insert name and address of company]* (the "Licensee") the following non-exclusive licences to the extent that they are ticked below as being applicable:

☐	Paper Licence
☐	Electronic Licence
☐	Database Licence

[tick as applicable]

In this Agreement, the licences for which you have applied (which are ticked) are together referred to as the "Licences", and any one of them is referred to as a "Licence".

The Schedules to this Agreement set out the specific terms and conditions which apply to each Licence and words and phrases in the Schedules shall have the same meanings as in this Agreement.

These General Terms and Conditions are incorporated by reference into the Licences.

Where (but only to the extent that) these General Terms and Conditions and the specific Licence terms contained in the Schedules conflict they shall prevail in the following order (1) the Database Licence (2) the Paper and Electronic Licence (3) these General Terms and Conditions.

2. EXCEPTIONS TO RIGHTS BY THE LICENCE

- 2.1 You undertake in applying for the Licences that you will not copy nor reproduce any material from Publications and Publisher Websites other than as is permitted by law or is within the scope of the Licences. For the avoidance of doubt, nothing shall prevent you from seeking to obtain a licence to copy or reproduce material from a Publication and/or a Publisher Website directly from the publisher if that publisher has properly withdrawn its mandate to NLA in respect of the rights which you seek to license.
- 2.2 Save as otherwise expressly permitted by the Licences, you shall not make any alterations to any extract or Cutting other than alterations to size or layout necessitated by the limitations of the service which you provide for your clients.
- 2.3 You shall not store any material copied from Publications or Publisher Websites in electronic form as part of any library or archive of information other than as expressly provided for in the Electronic Licence and/or Database Licence.
- 2.4 You shall only deliver or transmit Copies to your existing Clients save that up to five Copies may be delivered to a prospective client for a trial period of no more than one month (each a "Prospective Client"). If the Prospective Client already has a licence from NLA, and provided that you obtain NLA's prior written confirmation of this, such confirmation not to be unreasonably withheld, then there is no limit on the number of Copies which may be delivered to the Prospective Client during the trial period, subject to the terms of its licence. You are otherwise

subject to the same obligations and restrictions under this Agreement and the Licences in respect of Prospective Clients as you are in respect of Clients.

- 2.5 This Agreement and the Licences do not confer on you any rights whatsoever in respect of Summaries.

3. LICENSEE'S OBLIGATIONS

3.1 Fees and payment

- 3.1.1 In respect of each Licence, you will pay us fees set out in the Fee Tariff in force during the period of that Licence, together with the audit fee and where applicable, the scanning fee and the default charge set out in the Fee Tariff in force during the period of that Licence. If an audit does not take place in any calendar year then you are entitled to seek a refund from NLA of the audit fees you have paid in respect of that calendar year.
- 3.1.2 The Fee Tariff may be amended by us once in each calendar year at any time by not less than one month's notice in writing. We will consult with you about any proposed amendment to the Fee Tariff during a period of at least two months prior to the date upon which the amendment is due to take effect.
- 3.1.3 A minimum fee applies to all monthly and quarterly charges. See Fee Tariff for details.
- 3.1.4 Your application for one or more Licences must be accompanied by a signed direct debit mandate addressed to your bank for payment of the licence fee. A new direct debit mandate must be supplied to us within 14 days of any change in your bank account. If through no fault of NLA or its bank we fail to collect the fee due, the outstanding fee shall become a qualifying debt under the Late Payment of Commercial Debts (Interest) Act 1998. Having invoiced you for interest due we shall be entitled to collect it and outstanding fees through the direct debit mandate.
- 3.1.5 All fees payable are exclusive of VAT and are to be paid together with VAT at the applicable rate. Upon receipt of your monthly return we shall send you a VAT invoice for the fees due for the month. We shall collect the sum due on the invoice by direct debit not earlier than the 21st day of the month following that to which your return relates.

3.2 Records inspection and audit

- 3.2.1 You must keep for inspection by an independent accountant or firm of accountants (or such other professional as we determine is necessary) acting on our behalf (an "Inspector") adequate and proper records in accordance with generally accepted accounting practices and other relevant standards as appropriate and sufficient to verify compliance with your obligations under this Agreement and the Licences and in particular but not limited to:
- 3.2.1.1 enable verification of your returns (including delivery of records and invoices to clients);
- 3.2.1.2 check that you have complied with your obligations to delete Cuttings and scanned text (whether by Text or Image Scanning) from electronic records;
- 3.2.1.3 to verify your compliance with your obligations under clause 4 below; and
- 3.2.1.4 to verify your compliance with the copyright notice obligations in the Licences.

Such records should include, but not be limited to, those items specifically set out in each Licence.

3.2.2 The Inspector shall have the right to have access to your premises during business hours on not less than:

3.2.2.1 one month's notice for the purposes of carrying out an annual audit; and

3.2.2.2 24 hours' notice where NLA reasonably suspects that you are in breach of this Agreement or any Licence or that you are infringing any copyright in a Publication or a Publisher Website;

in either case to inspect such of your records, computers and business arrangements as may be necessary to:

- verify the performance of your obligations under this Agreement and the Licences;
- determine whether you are carrying out any acts which are unlawful or in respect of which you are not licensed;
- check that you have complied with the copyright notice obligations in the Licences;
- ensure that you have deleted Copies and Cuttings as required by this Agreement and the Licences; and/or
- ensure that Clients are licensed by NLA.

3.2.3 If such inspection reveals an underpayment of fees (which for the avoidance of doubt includes underpayment as a result of unlicensed acts of copying) you shall forthwith remit the amount of the underpayment to us. If the underpayment is more than 5% of what is due to us the reasonable costs of the inspection will be paid by you. If the underpayment in your monthly payment to us is greater than 10% for any month within the 12 month period being audited then:

3.2.3.1 the Inspector will be entitled to extend the audit to a period ("the Period") of not less than 6 months within the 12 month period being audited; and

3.2.3.2 if the underpayment for the Period is greater than 10%; then

NLA will have the right to terminate the Agreement and the Licences with immediate effect.

3.2.4 It shall be a term of appointment of any Inspector that they shall not disclose to us the name of any of your Clients, and shall keep confidential all information including the names of your Clients obtained from the inspection and use it only for the purposes set out at clause 3.2.2 above.

3.2.5 You will comply with our reasonable requests to provide to us statistics of Cuttings made available by Electronic Service to Clients over stipulated periods. In particular you shall maintain such statistics for a period of 1 year from the commencement of your Electronic Service to a Client.

3.2.6 You may request that we appoint an independent accountant or firm of accountants to conduct an audit of your business in accordance with the provisions of this clause 3. You will be responsible for paying all of the accountants' fees and costs for carrying out the audit. Any such audit so requested by you shall be entirely without prejudice to our rights under this clause 3 which shall remain unaffected.

3.3 Surveys

By not less than one month's notice we may designate one week and up to three Sundays in each calendar year as a Survey Period. If we do so you will provide a return to us within 14 days' following the end of the Survey Period, stating in respect of each Cutting:

- Publication or Publisher Website title;
- Date of publication;
- Section of Publication or Publisher Website in which item was published;
- Page number;
- Byline;
- Title/heading; and
- Number of Copies made.

You shall use best endeavours to provide the return in the form of an Excel spreadsheet.

4. WITHDRAWAL OF CUTTINGS AND INDEMNITIES

- 4.1 NLA's sponsoring publishers reserve the right to alter the form and content of its Cuttings, and may as such, alter retract and cancel the whole or part of articles and publish corrections if they reasonably consider that they may potentially or actually be legally liable to third parties in respect of the content thereof. 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. You acknowledge that neither NLA nor its sponsoring publishers shall have any liability whatsoever for your failure to comply with such notice. In addition, you agree to indemnify us and our sponsoring publishers and hold us and our sponsoring publishers harmless from and against all actions, claims, demands, costs, expenses, liabilities, loss, damages or other monetary relief brought, made or awarded against or incurred by us or our sponsoring publishers (including but not limited to liability for infringement of intellectual property or moral rights, defamation, breach of confidence, breach of data protection law or negligence) which results (directly or indirectly) from your failure to fully comply with such notice. You will provide confirmation of compliance with requests on each occasion by email to NLA. All notices will be treated as confidential by yourselves and your employees, agents and clients.
- 4.2 NLA's sponsoring publishers reserve the right to alter retract and cancel the whole or part of articles in respect of Rights Restricted Material. We will notify you of Rights Restricted Material immediately after publication of the Publication or Publisher Website concerned and in any event by no later than 1am on the date of the Publication or Publisher Website concerned. You shall ensure, for the benefit of NLA and its sponsoring publishers, that all such Rights Restricted Material as notified to you by NLA is not distributed to your Clients and is retracted from storage on electronic equipment immediately. You acknowledge that neither NLA nor its sponsoring publishers shall have any liability whatsoever for your failure to comply with such notice. In addition, you agree to indemnify us and our sponsoring publishers and hold us and our sponsoring publishers harmless from and against all actions, claims, demands, costs, expenses, liabilities, loss, damages or other monetary relief brought, made or awarded against or incurred by us or our sponsoring publishers (including but not limited to liability for infringement of intellectual property or moral rights, defamation, breach of confidence, breach of data protection law or negligence) which results (directly or indirectly) from your failure to fully comply with any notice concerning Rights Restricted Material. You will provide confirmation of compliance with requests on each occasion by email to NLA. All notices will be treated as confidential by yourselves and your employees, agents and clients.

5. NO PARTNERSHIP

Nothing in this Agreement or in the Licences is to be taken to constitute a partnership between us and neither of us is to hold itself out as the partner of the other. We shall not be liable for

any act or omission of yours and you are not by virtue of the Licences or this Agreement to be entitled to pledge our credit or to sign any document or enter into any contract or make any promise on our behalf.

6. NLA OBLIGATIONS AND THIRD PARTY INFRINGEMENTS

- 6.1 If requested by you, NLA will offer to you similar licensing terms to those it grants in future to other licensees for a purpose other than that of carrying out a media monitoring service.
- 6.2 We confirm that we will offer the same Licence terms to all media monitoring agencies in the UK in respect of all Paper Licences or Electronic Licences or Database Licences respectively.
- 6.3 If NLA receives information that a third party is:
 - 6.3.1 in breach of a licence granted by NLA; or
 - 6.3.2 involved in unlicensed activities in respect of which NLA is in a position to provide a licence it shall use reasonable endeavours to take such action as it deems appropriate against those third parties.

7. CORPORATE STRUCTURE

- 7.1 If you are a limited company, you must provide us, at the same time as the original is sent to the Registrar of Companies, a copy of Form AD01 (a notice of change in the situation or address of your registered office).
- 7.2 If a resolution is passed for your name to be changed, you must give us a copy of the resolution at the same time as it is forwarded to the Registrar of Companies and must promptly upon your receipt of a certificate of incorporation on change of name forward to us a copy of that certificate.
- 7.3 If you are a partnership or a sole trader, then you must within 14 days of any change in the composition of your partnership or if you cease to be a partnership or (as the case may be) cease to be a sole trader, inform us of the change, providing the same particulars in relation to the new partner as would have been provided had he been a partner at the time the Licences were applied for. However, the provision of information as required by this condition will not, unless and until NLA has entered into a further agreement, affect the liability of any former partner to meet his obligations as one of those to whom the Licences were granted.
- 7.4 If you are a partnership or sole trader you must notify us promptly of any change in the address of your usual place of business.

8. CONFIDENTIALITY

- 8.1 Neither of us is to disclose to any person not a party to this Agreement or the Licences, with the exception of a professional adviser acting as such, any proprietary or confidential information obtained from the other party (and for the avoidance of doubt all information relating to your Clients shall comprise proprietary or confidential information). We undertake not to use or permit the use of such information for any promotional or commercial activity whatsoever save that we shall be entitled to use the information for the purposes of carrying out our normal licensing activities in relation to your Clients.
- 8.2 You agree to keep the terms of this Agreement and the Licences confidential and not to disclose any of those terms to any third party.
- 8.3 These obligations of confidentiality will not apply:
 - 8.3.1 where the information is within the public domain (otherwise than as a result of a breach of this clause 8);

- 8.3.2 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; nor
- 8.3.3 so as to prevent disclosure by NLA to its publishers. We will impose obligations of confidence in our mandate agreements with publishers to provide that they shall not use any of your confidential information which we disclose to them for the purposes of competing with you, nor disclose the same to any third party other than a professional adviser, subject to similar exceptions as set out in clauses 8.3.1 and 8.3.2 above.

9. LIMITATION OF LIABILITY

- 9.1 NLA will not be liable under this Agreement and the Licences for any loss of actual or anticipated income or profits, loss of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.
- 9.2 The maximum aggregate liability of NLA under or in connection with this Agreement and the Licences, whether in contract, tort (including negligence) or otherwise, will in no circumstances exceed the total fees payable by you hereunder during the preceding 12 months.
- 9.3 These limitations of liability shall not apply in respect of any damage caused to you by the negligent act or omission of an Inspector whilst on your premises acting pursuant to clause 3.2.2 above.
- 9.4 The limitation of liability in clause 9.1 above shall not apply in respect of any damage caused to you as a result of a breach by us of clause 8 of this Agreement.

10. TERMINATION OR VARIATION

- 10.1 Without prejudice to our right to amend the Fee Tariff from time to time the Licences and/or this Agreement may only be amended in writing signed by a duly authorised representative of each party.
- 10.2 The Licences may be terminated by us by notice to you taking immediate effect if:
- 10.2.1 you commit any material breach of the terms of any Licence or this Agreement and which, if it is a breach capable of being remedied, has not been remedied within 28 days of written notice from us requiring you to remedy it; or
- 10.2.2 being a company, if you convene a meeting of your creditors or if a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of) your creditors or you are unable to pay your debts within the meaning of section 123 of that Act or if an administrative receiver or similar officer is appointed in respect of all or any part of your business or assets or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken to lead to your being wound up or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction); or
- 10.2.3 being a partnership, you or any of your partners convene a meeting of your or his creditors or if a proposal is made for a voluntary arrangement within the Insolvency Act 1986 or for any other composition, scheme or arrangement with (or assignment for the benefit of) your or his creditors or you are unable to pay your debts or he is unable to pay his debts or if a trustee, administrative receiver or similar officer is appointed in respect of all or any part of your business or assets or that of any of your partners or if any of your partners commits any act of bankruptcy or if any petition or receiving order in bankruptcy is made against any of them; or

- 10.2.5 being a sole trader, you convene a meeting of your creditors or if a proposal is made for a voluntary arrangement within the Insolvency Act 1986 or for any other composition, scheme or arrangement with (or assignment for the benefit of) your creditors or you are unable to pay your debts or if a trustee, administrative receiver or similar officer is appointed in respect of all or any part of your business or assets or if you commit any act of bankruptcy or if any petition or receiving order in bankruptcy is made against you.
- 10.3 The Licences or either of them are terminable by:
- 10.3.1 one calendar month's written notice given by you at any time and expressed to be effective on the last day of any month; and
- 10.3.2 by us by not less than 12 months' notice in writing.
- 10.4 Termination of the Licences 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 our right to receive any outstanding payments due to us.
- 10.5 If we waive any breach by you or your default of any of the provisions of the Licences, that is not to be construed as a waiver of any later breach or other provision. Nor is any delay or omission on our part to exercise or avail ourselves of any right, power or privilege that we have or may have under the Licences to operate as a waiver of any breach or default by you.
- 10.6 The rights and remedies provided in these conditions are cumulative and not exclusive of each other or of any rights or remedies provided by law.
- 10.7 Where a Licence has been terminated by us pursuant to clause 3.2.3 of this Agreement, then you are entitled to apply for a new Licence only upon payment to NLA of a renewal fee as set out in the Fee Tariff from time to time. The renewal fee shall be paid by you to NLA in addition to all other payments you are required to make to NLA pursuant to this Agreement and the Licences. This clause shall survive termination of the Agreement and the Licences for whatever reason.
- 11. NOTICE**
- 11.1 Any notice given under the Licences or this Agreement is to be in writing signed by or on behalf of the party giving it to the other at its registered office (if it is a company) or usual place of business stated in the application for the Licences or to such other address as the party to whom the notice is given may have designated in writing for the purpose.
- 11.2 Without prejudice to any other proper method of service, any notice may be served by leaving it or by sending it by prepaid recorded delivery letter through the post or by fax or email (in which case it will be deemed to have been signed by or on behalf of the party giving it) to the fax number or email address shown on your letterhead provided with the application for the Licences or the fax or number or email address shown on any letterhead used by the addressee within the previous three months if no such other number has been notified in writing to the other for this purpose, but the original of any notice sent by fax must be posted to the addressee by first class post on the day of transmission or the next business day.
- 11.3 A notice served by post shall be deemed to have been served two business days after the day of posting, and in proving such service it will be sufficient to prove that the notice was properly addressed and posted.
- 11.4 A notice served personally or faxed or by email is to be deemed to have been served on the day of delivery or transmission if in the ordinary course of transmission it would be received by the addressee on a business day prior to 5pm. In any other case, it is to be deemed to have been served on the next day.

12. SEVERABILITY OF PROVISIONS

If any one or more of the provisions of the Licences, including these conditions, 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.

13. ENTIRETY OF AGREEMENT

This Agreement, the Licences and the Fee Tariff contain the full agreement and understanding between us and supersedes any previous Licences that we may have granted to you.

14. ASSIGNMENT

We may assign the benefit of the Licences and this Agreement to any person at our absolute discretion save that we require your prior written consent for an assignment to another media monitoring agency or to any person who owns a media monitoring agency. Without our prior written consent, you are not entitled to assign or sublicense the benefit of the Licences or any of your rights or obligations under it.

15. THIRD PARTIES

A person who is not party to this Agreement shall have no rights to enforce any term of this Agreement.

16. GOVERNING LAW AND JURISDICTION

The Licences and this Agreement are to be governed by and construed in all respects in accordance with the law of England. The parties agree to submit to the exclusive jurisdiction of the English Courts as regards any dispute, controversy or claim arising out of or in relation to this Agreement or any Licence. For the avoidance of doubt this clause does not prevent either party from applying to the Copyright Tribunal.

17. DEFINITIONS

"Client" shall mean a client to whom you deliver Copies or Cuttings or in respect of whom NLA has granted you express permission to make such delivery;

"Commencement Date" means the date written at the end of this Agreement, being the date on which it is signed by the Licensee;

"Copy" means a copy of a Cutting produced by laser printing, photocopying or hard-copy fax;

"Cutting" means:

- (i) an article, column, report or other item either in electronic form produced or supplied by the Publication concerned or by us or taken from a Publication in the form that it appeared in the Publication; or
- (ii) an article from a Publication or a Publisher Website which has been Image Scanned; or
- (iii) an article, column, report or other item taken from a Publisher Website.

"Deadline" - the relevant deadlines are:

- (i) in respect of Cuttings from Newspapers in our national repertoire and published Monday to Friday (excluding public holidays), 11:58pm London time on the day of publication;
- (ii) in respect of Cuttings from Newspapers in our national repertoire and published on Saturday, Sunday or public holiday, 11:58pm London time on the next ordinary weekday; and
- (iii) in respect of Cuttings from Publications other than Newspapers in our national repertoire, 11:58pm on the sixth day following publication.

"Electronic Repertoire" means those Publications and Publisher Websites in respect of which the publishers concerned have authorised NLA to grant the Electronic Licence. A list of publications in the Electronic Repertoire from time to time can be obtained from NLA.

"Electronic Service" means posting in PDF format or in an alternative format agreed between the parties only on a secure part of a Website controlled by you (and access to which is available only to you and personnel of your Client) of Cuttings which have been Image Scanned by you and granting password controlled access to that part of your Website to those of your Clients who have a valid NLA licence in place, provided always that access to those Cuttings is controlled using individual user names and passwords for each Permitted User and Permitted Users are prevented from undertaking themselves any search of the text of articles, or Cuttings other than to interrogate meta-data and to sort and filter Selected Cuttings and search headlines. Email delivery of Cuttings to your Clients is expressly excluded from the Electronic Service; save that the provision of a link within an email to a secure part of your Website as aforesaid is included within the meaning of an Electronic Service.

"E-Fax" means delivery from a fax machine to a computer desk-top in the form of an electronic file.

"Evaluation Service" means providing charts and graphs to a Client showing trends across a number of publications of articles about that Client, as assessed by an evaluator employed by you, on a positive/neutral/negative scale; and which does not involve delivery to the Client of any Cutting or Copy.

"Fee Tariff" means the tariff for the time being setting out the fees due to NLA in consideration of the rights granted by this Licence.

"Image Scanning" means digital scanning to produce a "read-only" version of a Cutting which cannot be searched or amended.

"Newspapers" means those newspapers that from time to time form part of NLA's repertoire.

"Paper Delivery" means delivery of a Copy to your client by hand delivery, post, courier, DX or fax (but not E-Fax).

"Paper Repertoire" is the list published from time to time by NLA of Publications and Publisher Websites in respect of which the publishers concerned or other parties authorized to do so have given mandates to NLA to licence the making of Copies.

"Pay per View" means a method of pricing whereby a fee is payable on each occasion a Permitted User views a Cutting.

"Permitted User" means an individual employee of a Client or an individual performing the function of an employee on a temporary basis, independent contractor or consultant for as long as they are contracted to a Client and who are authorized by the Client to receive or access conventional or electronic Cuttings.

"Premium Titles" means those Publications and Publisher Websites identified as 'Premium Titles' in the Publication and Publisher Websites lists produced by NLA from time to time copies of which can be found at www.nlamediaaccess.com

"Publications" means those Publications and Publisher Websites that from time to time form part of NLA's repertoire details of which can be found at www.nlamediaaccess.com.

"Publisher Pricing" means different bands of pricing which is set by reference to different publications. Publisher Pricing does not involve different bands of pricing for different articles taken from the same publication.

"Publisher Website" means those websites that from time to time form part of NLA's repertoire details of which can be found at www.nlamediaaccess.com.

"Rights Restricted Material" means material in respect of which:

- (i) a publisher does not own copyright; or
- (ii) a publisher has not mandated NLA to grant a licence; or
- (iii) NLA does not grant licences from time to time as set out in clause 2.5 of this Agreement, taking account of any notice served pursuant to that clause.

"Specialist Titles" means those publications listed in NLA's repertoire as being specialist titles. For the avoidance of doubt the national newspapers are not Specialist Titles.

"Summary" means any summary or extract derived directly or indirectly from a Cutting. For the avoidance of doubt a Summary includes any text which reproduces the headline or title of a Cutting.

"Supplemental UK Repertoire" means all of the Publications except the national daily or national Sunday newspapers.

"Survey Period" shall have the meaning given in clause 3.3 of the General Terms and Conditions.

"Text Scanning" means applying software to a Cutting which converts the Cutting into ASCII text which can be searched and amended (including Optical Character Recognition ("OCR") scanning)

"Website" a secure section, for each Client, of your internet site, controlled by you, access to which is available only to you and Permitted Users of your Client.

SCHEDULE 1

PAPER LICENCE

1. RIGHTS GRANTED BY THE PAPER LICENCE

Subject to your complying with the terms of the General Terms and Conditions and the Licences and their exceptions you are solely granted the following rights:

- 1.1 to make Cuttings from any of the Publications and Publisher Websites in the Paper Repertoire;
- 1.2 to subject a Cutting to Image Scanning and to use the electronic file created only for the purposes of:
 - 1.2.1 making and delivering Copies to your clients by Paper Delivery; and
 - 1.2.2 providing an Evaluation Service to Clients.
- 1.3 to subject a Cutting to Text Scanning and to use the text created only for the purposes of:
 - 1.3.1 searching for Cuttings which are relevant to your Client; and
 - 1.3.2 providing an Evaluation Service to Clients.
- 1.4 to make and deliver Copies to your clients by Paper Delivery;
- 1.5 to electronically store and access any scanned Cutting for a period of 28 days after the Deadline after which all scanned Cuttings (whether Text or Image Scanned) must be deleted from your systems;
- 1.6 to be indemnified for any damages and reasonable legal costs incurred by you as a result of you carrying out any of the acts as permitted above provided that after receiving notice of any claim in respect of or in connection with the rights granted in this Licence you refer it to us without having responded to it after which we or the relevant publisher will be entitled in your name to conduct the defence of the claim and to compromise it as in our or the publisher's absolute discretion we or it may see fit.
- 1.7 Without prejudice to the other terms of this Licence, you shall not be entitled to deliver Cuttings or Copies or any documents or data derived therefrom (for example by a process of Text or Image Scanning) to any Client who you should reasonably be expected to believe is likely to further distribute and make them available as part of its business unless you have notified us in writing of your intention to do so, and we have specifically approved (on such terms as we see fit, which shall include a term that the Client holds an appropriate NLA licence), your making the delivery to that Client.

2. NEWSPAPERS COVERED BY THE PAPER LICENCE

This licence covers all Publications and Publisher Websites in the Paper Repertoire.

3. CALCULATION OF FEES

- 3.1 For each calendar month the fees payable by you will be determined by reference to the number of Copies made by you from Publications and Publisher Websites published during that month. By not later than the seventh day following the end of each month you are required to have delivered to us by email a monthly return in the form of an Excel spreadsheet as set out in Appendix 1 to the Paper Licence, showing the number of Copies as have been paper delivered by you to Clients from each Publication and/or Publisher Website by date of publication for each day during:
 - 3.1.1 that month; or

- 3.1.2 a sample period of one week from that month provided that: (i) you have made less than 5,000 Copies in total each week for a continuous period of at least 4 months; (ii) you continue to make less than 5,000 Copies per week; (iii) you have given us at least 4 weeks' written notice in advance of your election to file monthly returns based upon a sample week; and (iv) you file your return in respect of the week which we have specified to you in writing as being the sample week for that month. We will then calculate the fees payable by you for each month by multiplying the number of Copies made by you in the sample week by a figure of 4.33 (rounded up to the nearest whole number of Copies). You must notify us immediately in writing if you make more than 5,000 Copies in any week after having made an election pursuant to this clause.
- 3.2 If you scan Cuttings (whether by Text Scanning or by Image Scanning), you shall pay to NLA the scanning fee as set out in the Fee Tariff based on the number of Clients which you have.

4. INSPECTION AND AUDIT

The records kept, and made available for inspection by an Inspector, shall include:

- 4.1 the total number of Copies made by date and publication; and
- 4.2 the name, address, contact details and telephone number of the Client to whom Copies were delivered.

5. NOTICE

- 5.1 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 Cutting has been produced under licence by [name of MMO]. It is protected by copyright. No further copies may be made except under licence from NLA."

- 5.2 At any time, on not less than 7 days' notice, we may request samples of Copies sent to your Clients to ensure compliance with these requirements.
- 5.3 We may amend the wording of the notice referred to in clause 5.1 upon 30 days' written notice.

6. CLIENT INFORMATION

- 6.1 You must elect either clause 6.1.1 or clauses 6.1.2 to 6.1.4 to apply to you:

6.1.1 Each return that you make to us must be accompanied by particulars of changes in your Clients since the end of the last month. You shall provide us with particulars of Prospective Clients in writing, no later than 42 days following the start of the trial period. For each former client you must give us the date when you ceased to deliver to it, and for each new Client or Prospective Client the date when you began to deliver to it, its name, address, telephone number and email address and the name of a contact and state whether what you provide for that client are original Cuttings or Copies. A media monitoring agency obtaining a licence for the first time must provide, upon being granted a licence, details of existing clients.

6.1.2 You shall within 28 days of first delivering Cuttings to a new Client, or a Prospective Client, and not less than once in every calendar year commencing on the date hereof in the case of all your clients, send a letter in or substantially in the terms of Appendix 2 (the "**Notice Letter**").

6.1.3 If you become aware of information which suggests that any Client or Prospective Client is copying or conventionally or electronically delivering Cuttings to any third party, but without a licence from NLA, then you shall forthwith remind the Client or Prospective

Client of its obligation to obtain a licence and of your obligation to inform NLA if a licence is not obtained within 28 days.

- 6.1.4 You shall inform NLA of any case where you have information which suggests that a Client or Prospective Client is making Copies or electronically making Cuttings available, but without a licence from us, if within 28 days of you reminding your Client or Prospective Client of its obligations to obtain a licence, the Client has not confirmed that it has obtained one.
- 6.2 You undertake that you will not authorise, incite, or encourage your Clients or Prospective Clients to reproduce any Copies or Cuttings from Publications or Publisher Websites otherwise than as permitted by an NLA licence or by law and in particular will not publish statements to the effect that your Clients or Prospective Clients should not inform you of any such reproduction (including electronic reproduction) of such Copies and Cuttings in which your Clients or Prospective Clients are involved.

7. YOUR OBLIGATIONS REGARDING YOUR CLIENTS

- 7.1 You shall ensure in your contracts with your Clients to whom you send Copies by Paper Delivery that there are enforceable obligations on your Clients that:
 - 7.1.1 unless licensed by NLA, they shall not further reproduce, copy (including electronically), distribute, display, sell, publish, broadcast, circulate, deliver or transmit Copies (whether in electronic or hard copy) either internally or to any third party (with the exception of licensed Public Relations Consultancies and/or Trade/Professional Associations) so as to infringe the intellectual property rights vested in NLA;
 - 7.1.2 they will not use E-Fax software and/or equipment to receive Copies.
 - 7.1.3 they will destroy all Copies in respect of which you have been notified by NLA under clause 4 of the Agreement.
- 7.2 If you receive information that one of your Clients is involved in unlicensed activities then you shall notify NLA immediately (unless your information came from NLA) and you shall immediately cease to provide any further services to that Client unless and until it has obtained an appropriate licence from NLA or from the rights owner if different. NLA will (upon being notified by you) inform all other media monitoring agency licensees of the name of the Client and of the fact that it was involved in unlicensed activities.

SCHEDULE 1 - APPENDIX 1

FORM OF EXCEL SPREADSHEET FOR MONTHLY RETURN

NLA MONTHLY RETURN - PAPER LICENCE COPIES

This form is for the recording and submission to NLA of all copying under NLA's Paper Licence. The form should be submitted monthly by 7th day of the following month and submitted electronically in the form of an Excel spreadsheet.

Licensee Name

Licensee No.:

Licence No.:

From Date:

To Date:

No. of Clients:

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NEWSPAPERS IN THE NATIONAL REPERTOIRE

Title Code	Title Name	No. of Copies Supplied
DM	Daily Mail	
MS	The Mail on Sunday	
DS	Daily Star	
DSS	Daily Star Sunday	
ES	Evening Standard	
I	Independent	
II	i	
G	The Guardian	
O	Observer	
DE	The Daily Express	
SE	Sunday Express	
DMI	The Daily Mirror	
SM	The Sunday Mirror	
P	The People	
DT	The Daily Telegraph	
ST	The Sunday Telegraph	
FT	The Financial Times	
SU	The Sun	
STI	The Sunday Times	
T	The Times	
Total Copies Supplied		0

SCHEDULE 1 - APPENDIX 2

[Letterhead of Media Monitoring Agency]

[To all our clients]

[Name and address of new client]

Dear [client] - [name of client or contact]

Copyright

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

1. The supply of copies of cuttings ("Copies") by a media monitoring agency to a client does not carry with it permission to make further photocopies, electronic copies or to fax, that Copy
2. Clients who do photocopy, electronically scan/disseminate or fax cuttings from publications listed in the [attached schedule] [schedule overleaf] of publications in the repertoire of NLA will normally require a licence from NLA.
3. Applications to NLA for a licence should be addressed to it at Mount Pleasant House, Lonsdale Gardens, Tunbridge Wells, Kent, TN1 1HJ, telephone 01892 525273, fax 01892 525275, email copy@nla.co.uk.
4. If information comes to our attention which leads us to believe that our client is photocopying, electronically scanning/disseminating or faxing cuttings without an NLA licence, we are required by the terms of our licence from NLA to disclose that information to NLA.

Yours sincerely

[Name of signatory]

[Designation]

SCHEDULE 2

ELECTRONIC LICENCE

1. RIGHTS GRANTED BY THE ELECTRONIC LICENCE

Subject to your complying with the terms of the General Terms and Conditions and the Licences and their exceptions you are solely granted the following rights:

- 1.1 to subject any Cutting to Image Scanning;
- 1.2 to subject any Cutting to Text Scanning and to use the text created only to:
 - 1.2.1 search for Cuttings which are relevant to your Clients; and
 - 1.2.2 provide an Evaluation Service to Clients.
- 1.3 to reproduce or alter including reducing in size the typographical arrangement or layout of any scanned image created under clause 1.1 above to include making small thumbnail images depicting the page from which the Cutting was obtained;
- 1.4 to deliver the Electronic Service to Clients;
- 1.5 to electronically store and access any scanned Cutting for a period of 28 days after the Deadline, after which time all scanned Cuttings (whether Text or Image Scanned) must be deleted from your systems;
- 1.6 to be indemnified for any damages and reasonable legal costs incurred by you as a result of you carrying out any of the acts as permitted above provided that after receiving notice of any claim in respect of or in connection with the rights in this Licence you refer it to us without having responded to it after which we or the relevant publisher will be entitled in your name to conduct the defence of the claim and to compromise it as in our or the publisher's absolute discretion we or it may see fit.

2. DIGITAL RIGHTS MANAGEMENT

On 180 days written notice to you, we may require you to apply a DRM (digital rights management) solution to the Electronic Service to a standard set out in writing by us. NLA will use reasonable endeavours to limit the external costs and operational impact of any DRM implementation to you. NLA anticipates that the standard it will require will be that of an industry standard DRM package (such as Adobe Acrobat) at the time of giving the notice. If so requested by you in writing, we shall consult with you about the DRM solution for a period of up to 30 days during the notice period. Should you have concerns over either the external cost or operational impact of the proposed DRM solution you may propose to NLA alternative DRM solutions which will achieve the same level of security. NLA shall have an absolute right to accept or reject any such proposals. In the event that NLA rejects the proposals, then it shall give you its reasons for doing so in writing.

3. NEWSPAPERS COVERED BY THE ELECTRONIC LICENCE

This licence covers all of the Publications and Publisher Websites in the Electronic Repertoire.

4. EXCEPTIONS TO RIGHTS GRANTED BY THE ELECTRONIC LICENCE

- 4.1 You shall not make a Cutting available to any client by way of the Electronic Service after 11.58pm London time on the day of publication of the Publication, subject to the following exceptions:

- 4.1.1 a Cutting from a Publication in the Electronic Repertoire published on a Saturday, Sunday or public holiday may be made available up to 11.58pm London time on the next ordinary weekday;
- 4.1.2 a Cutting from a Publication other than Newspapers in our national repertoire may be made available up to 11.58pm on the sixth day following the day of publication;
- 4.1.3 a Cutting not made available by you when you ought to have made it available shall be deemed to have been included in the relevant Publication on the day the omission was brought to your attention;
- 4.1.4 you shall remove Cuttings posted by you on any part of a Website controlled by you within 28 (twenty eight) days.
- 4.2 For the avoidance of doubt, you shall not use any Image Scanned or Text Scanned text for any purpose other than as specifically set out in this Licence.
- 4.3 Without prejudice to the other terms of this Licence, you shall not be entitled to make the Electronic Service available to any Client or to deliver to any Client any document or data derived from a Cutting or Copy or derived from Text or Image Scanning, who you should reasonably be expected to believe is likely to further distribute and make such documents, data or service available as part of its business unless you have notified us in writing of your intention to do so, and we have specifically approved (on such terms as we see fit, which shall include a term that the Client holds an appropriate NLA licence), your making them available to that Client.

5. CALCULATION OF FEES

- 5.1 You will pay to us a fee based upon the number of Cuttings which are made available by the Electronic Service to Clients in each calendar month in accordance with our Fee Tariff currently in force.
- 5.2 By not later than the seventh day following the end of each month you are required to have delivered to us by email a monthly return for the previous month in the form of an Excel spreadsheet as set out in Appendix 1 to the Electronic Licence, showing:
 - 5.2.1 the number of Cuttings which were made available to each Client from each newspaper by date of publication for each day during the previous month as were provided by Electronic Service to your Clients;
 - 5.2.2 the total number of times that each Cutting was viewed by a Permitted User at each of your Clients; and
 - 5.2.3 the average number of Permitted Users at each Client for that period.
- 5.3 If you scan Cuttings (whether by Text Scanning or by Image Scanning), you shall pay to NLA the scanning fee as set out in the Fee Tariff based on the number of Clients which you have.
- 5.4 On 12 months' notice to you, we may amend the way we calculate our fees for the Cuttings you make available to the Permitted Users of your Clients to a Pay per View basis and/or to a Publisher Pricing basis. Your systems must be able to support these methods of charging.

6. RECORDS INSPECTION AND AUDIT

The records kept, and made available for inspection by an Inspector, shall include:

- 6.1 the total number of Cuttings made available to your Clients by date and publication;
- 6.2 the number of Permitted Users at each Client;

- 6.3 the email addresses or other unique electronic identifier of the Permitted Users for each client that accesses Cuttings on your Website, so these may be verified;
- 6.4 the number of times that each Cutting has been accessed by a Client; and
- 6.5 the electronic records which show the date and time at which scanned text and images have been destroyed.

7. NOTICE

- 7.1 Each page of each Cutting made available via the Electronic Service must be properly endorsed with a notice of at least the size of Times New Roman 7pt in the following terms:

"This digital Cutting has been produced under licence by [name of MMO]. Digital reproduction/forwarding is not permitted. No further copies may be made except under licence from NLA."

- 7.2 The notice should be clearly visible on each Cutting viewed on screen, and must appear when printed on each Copy.
- 7.3 At any time, on not less than 7 days' notice, we may request samples of Cuttings made available to your Clients to ensure compliance with these requirements.
- 7.4 We may amend the wording of the notice referred to in clause 7.1 upon 30 days' written notice.

8. YOUR OBLIGATIONS REGARDING YOUR CLIENTS

- 8.1 You shall ensure that in your contracts with your Clients to whom you supply an Electronic Service that there is an enforceable obligation upon your Clients:

- 8.1.1 to limit the access of Cuttings for their own use by their Permitted Users only;
- 8.1.2 to obtain an NLA licence (unless your Client has only one Permitted User which accesses the Electronic Service);
- 8.1.3 unless licensed by NLA, not to further reproduce, copy, distribute, display, sell, publish, broadcast, circulate, deliver or transmit Cuttings either internally or to any third party (with the exception of licensed Public Relations Consultancies and/or Trade/Professional Associations) so as to infringe the intellectual property rights vested in NLA.
- 8.1.4 not to remove, conceal or alter any copyright notices contained on the Cuttings as delivered;
- 8.1.5 not to store Cuttings in electronic form as part of any library or archive of information; and
- 8.1.6 to provide a statement at your request setting out the number of Permitted Users and confirming that Cuttings supplied have not been dealt with or used other than by Permitted Users.
- 8.1.7 If you receive information that one of your Clients is involved in unlicensed activities then you shall notify NLA immediately (unless your information came from NLA) and you shall immediately cease to provide any further services to that Client unless and until it has obtained an appropriate licence from NLA or from the rights owner if different. NLA will (upon being notified by you) inform all other press cutting agency licensees of the name of the Client and of the fact that it was involved in unlicensed activities.

9. CLIENT INFORMATION

- 9.1 Each return that you make to us must be accompanied by particulars of changes in your Clients since the end of the last month. You shall provide us with particulars of Prospective Clients in writing, not later than 42 days after the start of the trial period. For each former Client you must give us the date when you ceased to deliver to it, and for each new Client or Prospective Client the date when you began to deliver to it, its name, address, telephone number and email address and the name of a contact and state whether what you provide for that client is the Electronic Service or whether you also provide Copies. A Media Monitoring Agency obtaining a licence for the first time must provide upon being granted a licence details of existing clients.
- 9.2 We reserve the right to contact your Clients directly using the information you provide to us.
- 9.3 You undertake that you will not authorise, incite, or encourage your Clients or Prospective Clients to reproduce any Copies or Cuttings otherwise than as permitted by an NLA licence or by law and in particular will not publish statements to the effect that your Clients or Prospective Clients should not inform you of any reproduction (including electronic reproduction) of such Copies and/or Cuttings in which your Clients or Prospective Clients are involved.
- .

SCHEDULE 2 - APPENDIX 1

FORM OF EXCEL SPREADSHEET FOR MONTHLY RETURN

NLA MONTHLY RETURN - ELECTRONIC LICENCE CUTTINGS

This form is for the recording and submission to NLA of all copying under NLA's Electronic Licence. The form should be submitted monthly by 7th day of the following month and submitted electronically in the form of an Excel spreadsheet.

Licensee Name	
Licensee No.:	
Licence No.:	
From Date:	
To Date:	

No. of Clients:	
-----------------	--

NEWSPAPERS IN THE NATIONAL REPERTOIRE

NO. OF CUTTINGS SUPPLIED

Title Code	Title Name	Client Name	Client Name	Client Name	Client Name	Client Name	TOTAL
DM	Daily Mail						
DS	Daily Star						
DSS	Daily Star Sunday						
ES	Evening Standard						
I	Independent						
II	i						
O	Observer						
SE	Sunday Express						
DE	The Daily Express						
DMI	The Daily Mirror						
DT	The Daily Telegraph						
G	The Guardian						
MS	The Mail on Sunday						
P	The People						
SM	The Sunday Mirror						
ST	The Sunday Telegraph						
Total Cuttings supplied							
Total no. of viewings of cuttings supplied							
Average Number of Permitted Users in the period							

SCHEDULE 3
DATABASE LICENCE

PARTICULARS

Licensee: [Insert Company name and address]

Licensor: NLA MEDIA ACCESS LIMITED ("NLA" or "we" or "us")

Database Service: [Insert Type of Service]

Start Date: [Insert Date]

DATABASE LICENCE TERMS AND CONDITIONS

This Database Licence incorporates by reference the terms and conditions of the MMO Licence General Terms and Conditions.

In this Database Licence we use the following expressions which have the following meanings (unless otherwise stated):

"Agreed Client Services" means planning, monitoring and evaluation services provided to (i) a direct Client of a MMO or to (ii) a direct Client of a Public Relations Consultancy for internal use only in connection with PR and marketing functions, provided always that such direct Client has an existing and adequate licence with NLA;

"Approval Process" means the process for approving Clients and Prospective Clients in respect of use of a Database Service as set out in Appendix 6;

"Archive Period" means the period of up to 27 days following the Deadline;

"Artistic Work" means a photograph, illustration, graphic, cartoon, or other image but not an advertisement and **"Artistic Works"** means any one or more of them;

"Audit Scope" means the framework of Control Objectives for Information and related Technology (CobiT) relating to change control and security or such other externally referenced standard as NLA may reasonably specify from time to time as set out in Appendix 10 and updated from time to time;

"Authentication Procedure" means the procedure set out in clause 6.4 and measured by KPI 13 in the Service Level Agreement;

"Authenticated Client" means a Client whom NLA has confirmed is authorised to receive a Cutting delivered using the Image Data Service Hybrid in accordance with clause 6.4;

"Client" has the meaning given to it in the MMO Licence General Terms and Conditions;

"Copy" has the meaning given to it in the MMO Licence General Terms and Conditions;

"Counter Data" means a log file listing for each access request made in respect of a Cutting which includes the following data; (1) Client name, (2) identity of the Permitted User (3) NLA reference number for the Cutting; and (4) the time and date that the Cutting was accessed by the Permitted User, together with such additional data as NLA may specify from time to time;

"Cutting" has the meaning given to it in the MMO Licence General Terms and Conditions;

"Database Core Repertoire" means those national daily or national Sunday newspapers and their component parts for which the publishers concerned have authorised NLA to grant Database Licences as updated by NLA from time to time by notice in writing the current list of which can be found on NLA's Website;

"Database Supplemental Repertoire" means publications and parts of publications (other than those contained within the Database Core Repertoire) for which the publishers concerned have authorised NLA to grant Database Licences (the current list of which can be found on NLA's Website) and which the Licensee may elect to include within its Database Repertoire from time to time by notice in writing to NLA using the procedures notified to it by NLA;

"Database Fee Tariff " means the tariff for the time being setting out the fees due to NLA in consideration of the rights granted by this Database Licence the current form of which can be found at www.nlamediaaccess.co.uk;

"Database Licence" means together the terms and conditions set out in the Particulars, the Database Licence Terms and Conditions and its appendices and the MMO Licence General Terms and Conditions (as amended from time to time);

"Data Protection Legislation" means the Data Protection Act 1998 and the EU Data Protection Directive 95/46/EC and all applicable laws and regulations relating to the processing of personal data and privacy;

"Database Repertoire" means

- (i) the Database Core Repertoire; and
- (ii) the publications and parts of publications from the Database Supplemental Repertoire which you select from time to time;

"Database Service" means the service identified in the above Particulars and described more particularly in the Service Descriptions set out in Appendix 1 and "Database Services" means any two or more of them;

"Database Site" means the website through which NLA's Database can be accessed and which is located at the URL <http://www.nla-eclips.com> or such other URL as NLA may notify you of in writing from time to time;

"Deadline" means:

- (i) in respect of Cuttings from publications in the Database Core Repertoire and published Monday to Friday (excluding public holidays), 11:58pm London time on the day of publication;
- (ii) in respect of Cuttings from publications in the Database Core Repertoire and published on a Saturday, Sunday or public holiday, 11:58pm London time on the next ordinary weekday; and
- (iii) in respect of Cuttings from publications in the Database Supplemental Repertoire, 11:58pm London time on the sixth day following publication;
- (iv) in respect of Cuttings from publications in the Full Page Repertoire, 11.58pm London time on the sixth day following publication;

"Delayed Delivery" means a delay of more than 30 minutes in meeting the target delivery times for key performance indicators 4 to 7 and 9 to 10 (as applicable), as set out in Appendix 2 of the Service Level Schedule;

"Electronic Licence" means a licence granted by NLA on the terms set out in Schedule 2 to the MMO Licence General Terms and Conditions;

"Evaluation Service" has the meaning given to it in the MMO Licence General Terms and Conditions;

"Fees" means fees for use of a Database Service as set out in the Database Fee Tariff from time to time and referred to in clause 13 of this Database Licence including without limitation the following:

- (i) an annual subscription fee for use of the Database Service; and
- (ii) in respect of Database Services other than the Database Access (Pay As You Go) Service, charges for Cuttings made available to Clients and Prospective Clients; and
- (iii) in respect of the Database Access (Pay As You Go) Service, charges for Links sent to Permitted Users and users at Prospective Clients;

"Full Page" means a full page from the Newspapers included in your Full Page Repertoire as produced or supplied by the Newspaper concerned in the form that it appeared in the Newspaper (excluding advertisement pages and supplements);

"Full Page Data Feed" means the XML Feed of Full Pages from Newspapers included in the Full Page Repertoire including versions of the Full Pages in image format;

"Full Page Repertoire" means those packages of publications for which the publishers concerned have authorised NLA to grant Full Page Data Feed Service licences (the current list of packages can be found at <http://blog.nla-eclips.com/fullpagedocumentation>) and which the Licensee may elect to include within its Full Page Repertoire from time to time by notice in writing to NLA using the procedures notified to it by NLA;

"Image Data Feed" means the XML Feed containing associated Image Data Files;

"Image Data Files" means versions of the Cuttings in image format;

"Image Data Service Hybrid" means the service whereby a MMO receives an Image Data Feed;

"Image Scanning" has the meaning given to it in the MMO Licence General Terms and Conditions;

"Initial Term" means the period of: 36 months from the Service Invoice Date subject to earlier termination in accordance with the provisions of this Database Licence;

"Inspector" has the meaning given to it in the MMO Licence General Terms and Conditions but for the purposes of this Database Licence shall include an appropriate IT professional;

"Keyword" means a word or words searched by a MMO within Cuttings in accordance with instructions from the MMO's Clients from time to time;

"Licensee" or "you" means the legal entity detailed in the Particulars;

"Link" means a password controlled electronic link to a Cutting and **"Links"** has the same meaning;

"Meta-Data" means headline, byeline, publication name, publication section, page and word count data which describes a Cutting but which does not contain any body text as supplied by NLA pursuant to this Database Licence;

"MMO" means a Media Monitoring Agency;

"MMO Licence General Terms and Conditions" means the general terms and conditions applicable to Paper Licences, Electronic Licences and Database Licences (as amended from time to time);

"MMO Requirements" means the reasonable performance and functionality requirements of the MMO's in respect of the Image Data Feed as set out in Appendix 9;

"My Archive Service" means a service offered to Clients which allows such Clients to access via the Database Site Cuttings supplied to them by MMOs;

"My Archive Licence" means the terms on which NLA grants Clients of MMOs access to the My Archive Service;

"My Archive Implementation Guide" means the guide (as supplied by NLA from time to time) to the procedures and processes which a Licensee should adopt in order to implement and offer the My Archive Service to those of its Clients who have entered into a My Archive Licence;

"News UK" means those titles published by News UK from time to time, including "the Times", "the Sunday Times", "the Sun", and regional editions of any of these titles;

"NLA" or "we" or "us" means NLA media access Limited, a company registered in England and Wales under company number 3003569, whose registered office address is at Mount Pleasant House, Lonsdale Gardens, Tunbridge Wells, Kent, TN1 1HJ;

"NLA Contact" means the contact details specified in the Particulars;

"NLA Database" means NLA's "eClips" digital database of Cuttings;

"NLA Website" means the website operated by NLA and located at the URL <http://www.nla.co.uk>;

"Object Keyword" means a Keyword that is a single noun, nominative phrase or name and not a concept;

"Paper Delivery" has the meaning given to it in the MMO Licence General Terms and Conditions;

"Paper Licence" means a licence granted by NLA on the terms set out in Schedule 1 to the MMO Licence General Terms and Conditions;

"Particulars" means the specific terms set out at the front of this Database Licence;

"Permitted User" has the meaning given to it in the MMO Licence General Terms and Conditions;

"Prospective Clients" has the meaning given to it in the MMO Licence General Terms and Conditions;

"Secure MMO Database" means the database of Cuttings created and hosted by a Licensee subscribing to the Image Data Service Hybrid;

"Security Features" means the technical and organisational security measures outlined in Appendix 8;

"Selected Cuttings" means Cuttings which you select for your Clients;

"Selection Period" means the period from the Cutting being made available in NLA's Database up to the Deadline;

"Service Credit" has the meaning given to it in the Service Level Schedule;

"Service Descriptions" means descriptions of the Database Services provided by NLA and set out in Appendix 1 (as updated from time to time);

"Service Failure" has the meaning given to it in the Service Level Schedule;

"Service Level Schedule" means the schedule setting out the minimum standards for the performance, functionality and other requirements of the Database Services and set out in Appendix 2 (as updated from time to time);

"Service Invoice Date" means the date set out in the Particulars to this Database Licence on which NLA will invoice the Licensee in respect of the first instalment of the annual subscription fee to a Database Service;

"Summary" has the meaning given to it in the MMO Licence General Terms and Conditions.

"Summaries" has the same meaning;

"Start Date" means the date set out in the Particulars to this Database Licence on which NLA agrees to grant and provide the Licensee with access to the Database Service;

"Technical Specification" means the technical document (as updated from time to time) describing the technical operation of the Database Services;

"Term" means the term of this Database Licence as set out in clause 21;

"Text Scanning" has the meaning given to it in the MMO Licence General Terms and Conditions;

"Transitional Period" has the meaning given to it in clause 9;

"Viewing Period" means the period of 28 (twenty eight) days following the relevant Deadline;

"Working Day" means a day (other than a Saturday, or a Sunday or a bank or other statutory holiday) on which the banks are ordinarily open for business in the City of London;

"XML Feed" means the feed of Cuttings supplied in a structured text format;

1. PROVISION OF THE DATABASE SERVICE

- 1.1 In consideration of the payment of the Fees and subject to you complying with the terms of this Database Licence (including the MMO Licence General Terms and Conditions) and, if applicable, the terms of the Paper Licence and/or Electronic Licence which you have entered into with us, with effect from the Start Date we shall make available and provide you with the Database Service identified in the Particulars to this Database Licence.
- 1.2 Except where your system and processes do not support or are not compatible with the functionality described in the Technical Specification, we will use our best endeavours to provide the Database Service to you in accordance with the Service Level Schedule set out in Appendix 2.
- 1.3 If (and to the extent) there is any conflict, ambiguity or inconsistency between the terms comprising this Database Licence, the following order of precedence will apply (1) the Particulars (2) the Database Licence Terms and Conditions (3) the appendices to the Database Licence Terms and Conditions; (4) the MMO Licence General Terms and Conditions and, if and to the extent they apply, (5) the Paper Licence and (6) the Electronic Licence.

2. RIGHTS GRANTED

Your rights to access and use the Database Service vary according to the type of Database Service you have subscribed for. For the avoidance of doubt, this Database Licence does not confer on you any rights whatsoever in respect of the making of Summaries.

3. DATABASE ACCESS SERVICE ("SUBSCRIPTION"/"PAY AS YOU GO")

- 3.1 If you subscribe to the Database Access Service (whether on a "subscription" or "pay as you go" basis) you will be granted the following rights:

- 3.1.1 to access the Database Site for the purpose of searching for, viewing and selecting Cuttings on behalf of your Clients and/or providing an Evaluation Service to Clients;
- 3.1.2 to save searches and to create Links to Selected Cuttings;
- 3.1.3 during the Selection Period, to select Cuttings on behalf of your Clients and create and send to your Clients Links to those Selected Cuttings enabling the Client to view a digital image of the Cutting using PDF technology;
- 3.1.4 during the Viewing Period to make Links available to those of your Clients who have a valid NLA licence in place, provided always that access to the Database Site via those Links is controlled using individual usernames and passwords for each Permitted User and Permitted Users are prevented from undertaking themselves any search of the text of articles, cuttings or other searching of the Database Site and/or XML Feeds which we provide to you other than to interrogate Meta-Data to sort and filter Selected Cuttings and search headlines;
- 3.1.5 during the Archive Period, to store electronically and access Links to Selected Cuttings solely for the purpose of re-sending those Links to Clients in circumstances where:
 - 3.1.5.1 the Client did not receive or was not able to access the original Link; and
 - 3.1.5.2 you notify NLA's Contact in writing or by email of these exceptional circumstances providing such supporting information as NLA may request;

subject always to NLA's right to withdraw this permission and prevent the Links being re-sent if NLA becomes aware of or has reason to believe that excessive, inappropriate or otherwise abusive use is being made of the rights granted under this clause 3.1.5. Upon expiry of the Archive Period, subject to your rights in respect of Meta-Data set out in clause 3.1.6 below, you must delete from your systems all data which you have accessed and/or received under the Database Access Service including without

limitation all Cuttings and/or Links (whether accessed, extracted and/or created using the Database Access Service) and all data associated with any of the aforesaid items;

- 3.1.6 to receive, use and store the Meta-Data we send you in respect of Selected Cuttings for a maximum period of ten years from the date of publication of that Meta-Data to you and for the following purposes only:

3.1.6.1 internal indexing and digital rights management;

3.1.6.2 billing and audit purposes; and

3.1.6.3 subject to clauses 11.7 and 11.8, in connection with Agreed Client Services; and

upon expiry of the ten year period you will and will use reasonable endeavours to procure that your Clients delete the Meta-Data from all systems and records;

- 3.1.7 in the event you also have a subsisting Paper Licence, to exercise the rights granted to you under that Paper Licence to fulfil Paper Delivery of Cuttings which you access under this Database Licence; and

- 3.1.8 to be indemnified for any damages and reasonable legal costs incurred by you as a result of you carrying out any of the acts as permitted above, (for the avoidance of doubt this Database Licence does not confer on you any rights whatsoever in respect of the making of Summaries) provided that after receiving notice of any claim in respect of or in connection with the rights in this Database Licence you refer it to us without having responded to it (save as to acknowledge receipt of such notice only) after which time we or the publisher of the relevant Cutting will be entitled in your name to conduct the defence of the claim and to compromise it as in our or the publisher's absolute discretion we or it may see fit.

- 3.2 You will promptly and in any event within three (3) months of the Start Date of your Database Licence, implement the My Archive Service. In accordance with the My Archive Implementation Guide you will give those of your Clients who enter into a My Archive Licence with NLA, access to the My Archive Service. Your minimum responsibility for the My Archive Service is to ensure that you track the individual object ids you provide to each Permitted User and during the Viewing Period use the add archive API call to let us know what Cuttings to include in each Permitted User's archive.

- 3.3 As a condition to us granting you a licence to use the Database Access Service and to enable us to monitor your compliance with the terms of this Database Licence, you will provide a single NLA member of staff (as advised by us from time to time) with a cuttings service for titles from Your Database Repertoire. This cuttings service will be provided free of charge, it will use not more than two Object Keywords (which Object Keywords will be of no commercial interest to NLA) and you will have no obligation to support the service other than to assist us with carrying out audits pursuant to the terms of this Database Licence.

4. XML DATA FEED SERVICE

- 4.1 If you subscribe to the XML Data Service, you will be granted the following rights:

4.1.1 to receive from us a daily XML Feed of Cuttings;

4.1.2 to use computer search software to choose Selected Cuttings from the XML Feed and to provide an Evaluation Service to Clients;

4.1.3 to access the Database Site for the purpose of searching for, viewing and selecting Cuttings on behalf of your Clients and/or providing an Evaluation Service to Clients;

4.1.4 to save searches and to create Links to Selected Cuttings;

- 4.1.5 during the Selection Period, to select Cuttings on behalf of your Clients and create and send to your Clients Links to those Selected Cuttings enabling the Client to view a digital image of the Cutting using PDF technology;
 - 4.1.6 during the Viewing Period to make Links available to those of your Clients who have a valid NLA licence in place, provided always that access to the Database Site via those Links is controlled using individual usernames and passwords for each Permitted User and Permitted Users are prevented from undertaking themselves any searching of text of articles, cuttings or other searching of the Database Site and/or XML Feeds which we provide to you other than to interrogate Meta-Data to sort and filter Cuttings and search headlines;
 - 4.1.7 during the Archive Period, to store electronically and access Links to Selected Cuttings solely for the purpose of re-sending those Links to Clients in circumstances where:
 - 4.1.7.1 the Client did not receive or was not able to access the original Link; and
 - 4.1.7.2 you notify NLA's Contact in writing or by email of these exceptional circumstances providing such supporting information as NLA may request;subject always to NLA's right to withdraw this permission and prevent the Links being re-sent if NLA becomes aware of or has reason to believe that excessive, inappropriate or otherwise abusive use is being made of the rights granted under this clause 4.1.7. Upon expiry of the Archive Period, subject to your rights in respect of Meta-Data set out in clause 4.1.8 below, you must delete from your systems all data which you have accessed and/or received under the XML Data Service including without limitation all Cuttings and/or Links (whether accessed, extracted and/or created using the XML Data Service) and all data associated with any of the aforesaid items;
 - 4.1.8 to receive, use and store the Meta-Data we send you in respect of Selected Cuttings for a maximum period of ten years from the date of publication of that Meta-Data to you and for the following purposes only:
 - 4.1.8.1 internal indexing and digital rights management;
 - 4.1.8.2 billing and audit purposes; and
 - 4.1.8.3 subject to clauses 11.7 and 11.8, in connection with Agreed Client Services; andupon expiry of the ten year period you will and will use all reasonable endeavours to procure that your Clients delete the Meta-Data from all systems and records;
 - 4.1.9 in the event you also have a subsisting Paper Licence, to exercise the rights granted to you under that Paper Licence to fulfil Paper Delivery of Cuttings which you access under this Database Licence; and
 - 4.1.10 to be indemnified for any damages and reasonable legal costs incurred by you as a result of you carrying out any of the acts as permitted above, (for the avoidance of doubt this Database Licence does not confer on you any rights whatsoever in respect of the making of Summaries) provided that after receiving notice of any claim in respect of or in connection with the rights in this Database Licence you refer it to us without having responded to it (save as to acknowledge receipt of such notice only) after which time we or the publisher of the relevant Cutting will be entitled in your name to conduct the defence of the claim and to compromise it as in our or the publisher's absolute discretion we or it may see fit.
- 4.2 You will promptly and in any event within three (3) months of the Start Date of your Database Licence, implement the My Archive Service. In accordance with the My Archive Implementation

Guide you will give those of your Clients who enter into a My Archive Licence with NLA, access to the My Archive Service. Your minimum responsibility for the My Archive Service is to ensure that you track the individual object identifications you provide to each Permitted User and during the Viewing Period use the add archive API call to let us know what Cuttings to include in each Permitted User's archive.

- 4.3 As a condition to us granting you a licence to use the XML Data Feed Service and to enable us to monitor your compliance with the terms of this Database Licence, you will provide a single NLA member of staff (as advised by us from time to time) a cuttings service for titles from Your Database Repertoire. This cuttings service will be provided free of charge, it will use not more than two Object Keywords (which Object Keywords will be of no commercial interest to NLA) and you will have no obligation to support the service other than to assist us with carrying out audits pursuant to the terms of this Database Licence.

5. FULL PAGE DATA FEED SERVICE

- 5.1 If you subscribe to the Full Page Data Feed Service you will be granted the following rights:

5.1.1 to receive from us a daily Full Page Data Feed of the publications in your Full Page Repertoire and to store and access the Full Page Data Feed electronically on your secure systems for a period of 28 days after the Deadline solely and exclusively for the purposes set out in this Licence;

5.1.2 during the Selection Period to use computer software to:

5.1.2.1 choose Selected Cuttings from the copy of the Full Page Data Feed stored on your secure systems;

5.1.2.2 cut the Selected Cuttings from the Full Page Data Feed stored on your secure systems;

5.1.2.3 store Selected Cuttings electronically on your Website;

5.1.2.4 create Links to the Selected Cuttings stored on your Website enabling the Client to view a digital image of the Selected Cutting using PDF technology or similar technology as notified by NLA from time to time; and

5.1.2.5 use the Full Page Data Feed to provide an Evaluation Service to Clients;

5.1.2.6 provided you have a valid and subsisting Paper Licence in place, to make Copies of Cuttings from the Full Page Data Feed Service exclusively for the purpose of Paper Delivery of those Cuttings to Clients;

5.1.3 during the Viewing Period to make Links to the Selected Cuttings stored on your Website available to those of your Clients who have a valid NLA licence in place, provided always that access to the Website via those Links is controlled using individual user names and passwords for each Permitted User and Permitted Users are prevented from undertaking themselves any search of the text of articles, cuttings or other search of the Database Site, the Website and/or the Full Page Data Feeds we supply to you other than to interrogate meta-data; to sort and filter Selected Cuttings; and to search headlines. For the avoidance of doubt:

5.1.3.1 email delivery of Selected Cuttings is expressly excluded from this Licence; save that provision of a Link within an email to a secure part of your Website as aforesaid is included;

5.1.3.2 you may not provide Links to Full Pages to your Clients, only Links to Selected Cuttings;

- 5.1.4 during the Archive Period to store electronically Links to Selected Cuttings held on your Website solely for the purpose of re-sending those Links to Clients in circumstances where:
- 5.1.4.1 the Client did not receive or was not able to access the original Link; and
 - 5.1.4.2 you notify NLA's Contact in writing or by email of these exceptional circumstances providing such supporting information as NLA may request;
- subject always to NLA's right to withdraw this permission and prevent the Links being resent if NLA becomes aware of or has reason to believe that excessive, inappropriate or otherwise abusive use is being made of the rights granted under this clause. Upon expiry of the Archive Period subject to your rights in respect of Meta-Data set out below you must delete from your Website and secure systems all data contained in the Full Page Data Feed including without limitation all Selected Cuttings and/or Links and XML data (whether accessed, extracted and/or created using the Full Page Data Feed) and all data associated with any of the aforesaid items;
- 5.1.5 to receive, use and store the Meta-Data we send you in respect of the Full Pages for a maximum period of ten years from the date of publication of that Meta-Data to you and for the following purposes only:
- 5.1.5.1 internal indexing and digital rights management;
 - 5.1.5.2 billing and audit purposes; and
 - 5.1.5.3 subject to clauses 11.7 and 11.8, in connection with Agreed Client Services; and
- upon expiry of the ten year period you will and will use all reasonable endeavours to procure that your Clients delete the Meta-Data from all systems and records;
- 5.1.6 in the event you also have a subsisting Paper Licence, to exercise the rights granted to you under that Paper Licence to fulfil Paper Delivery of Cuttings which you access under this Database Licence; and
- 5.1.7 to be indemnified for any damages and reasonable legal costs incurred by you as a result of you carrying out any of the acts as permitted above, (for the avoidance of doubt this Database Licence does not confer on you any rights whatsoever in respect of the making of Summaries) provided that after receiving notice of any claim in respect of or in connection with the rights in this Database Licence you refer it to us without having responded to it (save as to acknowledge receipt of such notice only) after which time we or the publisher of the relevant Cutting will be entitled in your name to conduct the defence of the claim and to compromise it as in our or the publisher's absolute discretion we or it may see fit.
- 5.1.8 As a condition to us granting you a licence to use the Full Page Database Service and to enable us to monitor your compliance with the terms of this Database Licence, you will provide a single NLA member of staff (as advised by us from time to time) a cuttings service for titles from the Full Page Repertoire. This cuttings service will be provided free of charge, it will use not more than two Object Keywords (which Object Keywords will be of no commercial interest to NLA), will include not more than 100 Cuttings per week and you will have no obligation to support the service other than to assist us with carrying out audits pursuant to the terms of this Database Licence;
- 5.2 You agree to notify us promptly if you learn or suspect that the security of the Full Page Data Feed stored on your Website and/or secure systems has been or might be compromised.
- 5.3 Notwithstanding anything to the contrary in this Database Licence it is acknowledged and agreed that:

- 5.3.1 in the event that you subscribe to Paper Licence and/or the Electronic Licence it is agreed that you may continue to fully exercise the rights granted under such Licences and the provisions of clauses 7, 8, and 9 of this Database Licence do not apply;
- 5.3.2 NLA shall only retain a copy of the Full Page Data Feed on its Database Site for your access for a period of 6 days following the Deadline;
- 5.4 It is acknowledged and agreed by Licensee that a condition of access to the Full Page Data Feed Service is that the Licensee retains any existing subscriptions (as set out in Appendix 11) to a paper copy of each publication included in its Full Page Repertoire and in the event that Licensee fails to retain the existing subscriptions set out in Appendix 11 NLA shall be entitled to terminate the Licensee's access to the Full Page Data Feed Service.

6. IMAGE DATA SERVICE HYBRID

- 6.1 The Parties acknowledge and accept that the Image Database Service Hybrid was developed by NLA to meet the MMO Requirements and that as soon as alternative architecture is available to enable the MMO Requirements to be met using a centrally hosted service, the Parties will enter into good faith negotiations to amend the provisions of this clause 6 to reflect those of the centrally hosted Image Data Feed Service provided that such discussions shall not commence for 18 months from the Service Invoice Date.
- 6.2 If you subscribe to the Image Data Service Hybrid, subject to compliance by you (and your appointed sub-contractors and providers of outsourced services from time to time) with the provisions of clauses 6.3 to 6.5.2 inclusive (Security Features, Authentication, Audit) and clause 14.4 (Records, Inspection and Audit) you will be granted the following rights :
 - 6.2.1 to receive from us a daily Image Data Feed of Cuttings and to store the Image Data Feed of Cuttings electronically on a Secure MMO Database;
 - 6.2.2 to use computer search software to choose Selected Cuttings from the Image Data Feed and to use the Image Data Feed to provide an Evaluation Service to Clients;
 - 6.2.3 to save searches and to create Links to Selected Cuttings on the Secure MMO Database;
 - 6.2.4 in respect of Image Data Files associated with the Image Data Feed, for a period of 672 hours (28 days) following receipt of the Image Data Feed, to store and access the Image Data Files electronically and exclusively for the purpose set out in clauses 6.2.5 and 6.2.6. For the avoidance of doubt, following expiry of the 672 hours period referred to in this clause, you must delete from the Secure MMO Database and all other systems which you own or which are under your control, all Image Data Files embedded within the Image Data Feed, including without limitation all Image Data Files which have been copied into any other application or file.
 - 6.2.5 during the Selection Period, to use computer search software to select Cuttings on behalf of your Clients and subject to those Clients being authenticated by NLA in accordance with the Authentication Procedure outlined in clause 6.4:
 - 6.2.5.1 to create and send to Authenticated Clients Links to Selected Cuttings held on the Secure MMO Database enabling those Authenticated Clients to view a digital image of the Cutting using PDF or similar technology as notified by NLA from time to time; and
 - 6.2.5.2 provided you have a valid and subsisting Paper Licence in place, to make Copies of Cuttings from the Image Data Files exclusively for the purpose of Paper Delivery of those Cuttings to Clients;

6.2.6 during the Viewing Period to make Links available to those Authenticated Clients who have a valid NLA licence in place, provided always that each time an Authenticated Client makes a request to access a Link, access to the Secure MMO Database via those Links is controlled using the individual usernames and passwords allocated to the Authenticated Client by NLA (as outlined in the Authentication Procedure) and Permitted Users are prevented from undertaking themselves any search of the text of articles, cuttings or other searching of the Database Site and/or the Secure MMO Database and/or the XML Feeds we supply to you other than to interrogate Meta-Data to sort and filter Selected Cuttings and search headlines;

6.2.7 during the Archive Period, to store electronically Links to Selected Cuttings solely for the purpose of re-sending those Links to Authenticated Clients or making Copies of those Selected Cuttings exclusively for the purpose set out in clause 6.2.5, in circumstances where:

6.2.7.1 the Authenticated Client did not receive or was not able to access the original Link or did not receive the original Copy via Paper Delivery; and

6.2.7.2 you notify NLA's Contact in writing or by email of these exceptional circumstances providing such supporting information as NLA may reasonably request;

subject always to NLA's right to withdraw this permission and prevent the Links being re-sent or a further Copy being delivered via Paper Delivery if NLA becomes aware of or has reason to believe that excessive, inappropriate or otherwise abusive use is being made of the rights granted under this clause 6.2.7. Upon expiry of the Archive Period, subject to your rights in respect of Meta-Data set out in clause 6.2.8 below, you must delete from the Secure MMO Database and all other systems which you own or which are under your control, all data contained within the Image Data Feed including without limitation all Cuttings and/or Links and XML data (whether accessed, extracted and/or created using the Image Data Feed Service) and all data associated with any of the aforesaid items;

6.2.8 to receive, use and store the Meta-Data we send you in respect of Selected Cuttings for a maximum period of ten years from the date of publication of that Meta-Data to you and for the following purposes only:

6.2.8.1 for internal indexing and digital rights management;

6.2.8.2 billing and audit purposes; and

6.2.8.3 subject to clauses 11.7 and 11.8, in connection with Agreed Client Services; and

upon expiry of the ten year period you will and will use all reasonable endeavours to procure that your Clients delete the Meta-Data from all systems and records;

6.2.9 in the event you also have a subsisting Paper Licence, to exercise the rights granted to you under that Paper Licence to fulfil Paper Delivery of Cuttings which you access under this Database Licence; and

6.2.10 to be indemnified for any damages and reasonable legal costs incurred by you as a result of you carrying out any of the acts as permitted above (for the avoidance of doubt this Database License does not confer on you any rights whatsoever in respect of the making of Summaries) provided that after receiving notice of any claim in respect of or in connection with the rights in this Licence you refer it to us without having responded to it (save as to acknowledge receipt of such notice) after which time we or the publisher of the relevant Cutting will be entitled in your name to conduct the defence of the claim and to compromise it as in our or the publisher's absolute discretion we or it may see fit.

6.3 Security Features

- 6.3.1 Your access and use of the Image Data Service Hybrid is conditional upon the database and supporting computing environment you use to store the Image Data Feed, at all times complying with and satisfying the Security Features outlined in Appendix 8. You must at all times during the period of your Image Data Service Hybrid licence, take appropriate measures to secure your computing environments and ensure they implement the Security Features outlined in Appendix 8.
- 6.3.2 You agree to notify us promptly if you learn or suspect that the security of the Image Data Feed stored on the Secure MMO Database, has been or might be compromised.
- 6.3.3 We may terminate your access to the Image Data Feed upon 28 days prior written notice if you fail to take such action as we may reasonably request to ensure compliance with the Security Features.

6.4 Authentication Procedure

- 6.4.1 Prior to enabling Clients to access Links to Selected Cuttings stored on the Secure MMO Database, you will submit such information as we may reasonably require:
 - 6.4.1.1 in connection with the Approval Process for those Clients; and
 - 6.4.1.2 to enable us to issue unique user IDs and passwords to those Clients or authenticate the user's Internet Protocol address (as appropriate);
- 6.4.2 Once a Client's access to Links has been enabled pursuant to clause 6.4.1 you will:
 - 6.4.2.1 ensure that each request to download a Selected Cutting from the Secure MMO Database is submitted by the Client using their unique user ID and password and these requests are routed through the Database Site for authentication; and
 - 6.4.2.2 not allow Clients to view Selected Cuttings until NLA has authenticated the Client and authorised you to deliver the Selected Cuttings from the Secure MMO Database.
- 6.4.3 In the event NLA fails to respond to an authentication request submitted in accordance with clause 6.4.2 within a period of 30 minutes, from the time the authentication request is submitted and received, subject to you notifying us in writing of the authentication request failure and allowing us 15 minutes from receipt of such notification to correct the failure, if the failure persists, you may allow Clients to view the Selected Cuttings provided always that:
 - 6.4.3.1 immediately following resolution of the authentication request failure, you revert to the standard Authentication Procedure described in clause 6.4.2;
 - 6.4.3.2 within a period of 12 hours following first occurrence of the authentication request failure, you provide us with documentary evidence of such failure;
 - 6.4.3.3 we may withdraw the rights granted to you pursuant to this clause 6.4.3, if we reasonably believe the authentication request failure to have been caused by your systems; and
 - 6.4.3.4 Selected Cuttings which you make available to a Client pursuant to the rights granted to you in this clause 6.4.3 are logged in the Counter Data.

6.5 Audit

- 6.5.1 We may, audit your compliance with the provision of this clause 6 (either electronically or at the premises where the Secure MMO Database is hosted) using an Inspector (as defined in this Database Licence). The Inspector will have a right of access (and where necessary you will procure for him/her a right of access) to the premises where the Secure MMO Database is hosted, during business hours and on not less than one month's notice for the purposes of carrying out an annual audit, and on not less than 24 hours' notice where we reasonably suspect that you are in breach of the terms of this Database Licence or that you are infringing any copyright in a Newspaper. During such audit, you will co-operate with our appointed Inspector in good faith and at your own reasonable cost provide all necessary access to systems and appropriate support and co-operation from relevant personnel. The audit will be conducted by reference to COBIT process and cover items in the Audit Scope (set out in Appendix 10). As part of such audits our appointed Inspector may inspect, test and audit the technical and organisational security measures you have implemented in connection with the Image Data Service Hybrid (including system design, network topography, design and performance of authentication, reporting design and integrity and physical location of system components) and ask you to demonstrate their operation. The audit rights set out in this clause 6.5 are additional to our general rights of audit under clause 3.2 of the MMO Licence General Terms and Conditions.
- 6.5.2 If an audit reveals deficiencies, you will implement promptly the recommendations we may make to ensure the required Security Features are achieved and maintained. We shall ensure that the timetable for implementation is commensurate with the gravity of the deficiency exposed.
- 6.6 To the extent you appoint sub-contractors and/or providers of outsourced services, in fulfilling your obligations under this clause 6, you will, by way of written contractual terms, procure compliance by such sub-contractors and/or providers of outsourced services with the terms of clauses 6.3 to 6.8 inclusive (Security Features, Authentication Procedure and Audit) and clause 14.4 (Records, Inspection and Audit). You will remain primarily liable for the acts and omissions of any sub-contractors or other providers or outsourced services that you appoint from time to time in fulfilling your obligations under this Database Licence.
- 6.7 You will promptly and in any event within three (3) months of the Start Date of your Database Licence, implement the My Archive Service. In accordance with the My Archive Implementation Guide you will give those of your Clients who enter into a My Archive Licence with NLA access to the My Archive Service. Your minimum responsibility for the My Archive Service is to ensure that you track the individual object ids you provide to each Permitted User and during the Viewing Period use the add archive API call to let us know what Cuttings to include in each Permitted User's archive.
- 6.8 As a condition to us granting you a licence to use the Image Data Service Hybrid and to enable us to monitor your compliance with the terms of this Database Licence, you will provide a single NLA member of staff (as advised by us from time to time) a cuttings service for titles from Your Database Repertoire. This cuttings service will be provided free of charge, it will use not more than two Object Keywords (which Object Keywords will be of no commercial interest to NLA), will include not more than 100 Cuttings per week and you will have no obligation to support the service other than to assist us with carrying out audits pursuant to the terms of this Database Licence.

7. SUBSISTING RIGHTS UNDER PAPER LICENCE

- 7.1 If you have a subsisting Paper Licence, subject to you complying with the terms and conditions of that Paper Licence (including without limitation payment of the relevant fees) you may exercise the rights and will be subject to the obligations set out in clauses 7.2 to 7.4 below.
- 7.2 Subject to clause 7.4 in respect of publications which are included in the Paper Repertoire but do not form part of your Database Repertoire either because:

7.2.1 they are not part of the Database Core Repertoire; or

7.2.2 you have not selected them from the Database Supplemental Repertoire;

you may continue to exercise all the rights granted to you under your Paper Licence. For the avoidance of doubt, any Image and/or Text Scanning of Cuttings which you make from publications referred to in this clause 7.2 will be subject to the Scanning Fees in force from time to time.

7.3 With effect from the date publications are included within your Database Repertoire either because:

7.3.1 they form part of or are added to the Database Core Repertoire; or

7.3.2 you select them from the Database Supplemental Repertoire;

you may for publications included in your Database Repertoire continue to exercise all of the rights granted to you under a subsisting Paper Licence for the remainder of the Transitional Period only. For the avoidance of doubt, the fees for any Text and/or Image Scanning which you undertake at any time after the Service Invoice Date in respect of Cuttings from publications forming part of or added to the Database Core Repertoire pursuant to this clause 7.3 will be reduced by 50%.

7.4 Subject to clause 7.5 upon expiry of the Transitional Period referred to in clause 7.3 above your rights to subject Cuttings from publications included in your Database Repertoire to Text and/or Image scanning and /or to electronically store and/or access those scanned Cuttings will cease. You may under the terms of the Paper Licence, in respect of Cuttings accessed using a Database Service, continue to:

7.4.1 make and deliver Copies to your Clients by Paper Delivery;

7.4.2 use Copies to provide an Evaluation Service to Clients; and

7.4.3 be indemnified under Section 1.6 of your Paper Licence in respect of any damages and reasonable legal costs incurred by you from carrying out any of the acts permitted under this clause 7.4.

7.5 Following expiry of the Transitional Period, in the event of Delayed Delivery you may as an interim measure for a maximum period of 24 hours from the target delivery times set out in the Service Level Schedule exercise the rights granted to you under a subsisting Paper Licence to subject the Cuttings affected by Delayed Delivery to Text and/or Image Scanning provided always that the following conditions are met:

7.5.1 the publications from which the affected Cuttings derive forms part of your Database Repertoire and the Paper Repertoire; and

7.5.2 you notify us in writing within 6 hours of the relevant target delivery time set out in the Service Level Schedule that you are exercising your rights under this clause 7.5.

8. SUBSISTING RIGHTS UNDER ELECTRONIC LICENCE

8.1 If you have a subsisting Electronic Licence, subject to you complying with the terms and conditions of that Electronic Licence (including without limitation payment of the relevant fees) you may exercise the rights and will be subject to the obligations set out in clauses 8.2 to 8.4 below.

8.2 Subject to clause 8.3 in respect of publications which are included in the Electronic Repertoire but do not form part of your Database Repertoire either because;

8.2.1 they are not part of the Database Core Repertoire; or

8.2.2 you have not selected them from the Database Supplemental Repertoire;

you may continue to exercise all the rights granted to you under your Electronic Licence. For the avoidance of doubt, any Image and/or Text Scanning of Cuttings which you make from publications referred to in this clause 8.2 will be subject to the Scanning Fees in force from time to time.

8.3 With effect from the date publications are included within your Database Repertoire either because:

8.3.1 they form part of or are added to the Database Core Repertoire; or

8.3.2 you select them from the Database Supplemental Repertoire;

you may for publications included in your Database Repertoire continue to exercise all of the rights granted to you under a subsisting Electronic Licence for the remainder of the Transitional Period only. For the avoidance of doubt, the fees for any Text and/or Image Scanning which you undertake at any time after the Service Invoice Date in respect of Cuttings from publications forming part of or added to the Database Core Repertoire pursuant to this clause 8.3 will be reduced by 50%.

8.4 Subject to clause 8.5, upon expiry of the Transitional Period referred to in clause 8.3 above you will cease to have any rights under your Electronic Licence in respect of publications included within your Database Repertoire (including for the avoidance of doubt the right to subject Cuttings to Text and/or Image Scanning).

8.5 Following expiry of the Transitional Period, in the event of Delayed Delivery you may as an interim measure for a maximum period of 24 hours from the target delivery times set out in the Service Level Schedule exercise the rights granted to you under a subsisting Electronic Licence to subject the Cuttings affected by Delayed Delivery to Text and/or Image Scanning and deliver them pursuant to the rights granted to you under an Electronic Licence provided always that the following conditions are met:

8.5.1 where the affected Cuttings derive from publications forming part of your Database Repertoire and the Electronic Repertoire, you must notify us in writing (email being sufficient for these purposes) within 12 hours of the relevant target delivery time set out in the Service Level Schedule, specifying the title and pages of the affected Cuttings that you have subjected to Text and/or Image Scanning under this clause 8.5; and

8.5.2 where the affected Cuttings derive from News International Publications, as these publications form part of your Database Repertoire but not part of the Electronic Repertoire, you must

8.5.2.1 notify us in writing (email being sufficient for these purposes) before exercising the rights under this clause 8.5 specifying the title and pages of the affected Cuttings that you intend to subject to Text and/or Image Scanning; and

8.5.2.2 by no later than the last day of the Viewing Period, delete from all systems and records which you own or which are under your control the images comprising those Cuttings which you subjected to Text and/or Image Scanning under this clause 8.5, and delete the associated text no later than the end of the Archive Period.

9. TRANSITIONAL PERIOD

- 9.1 Subject to clause 9.2 the Transitional Period referred to in clauses 7.3 ,7.4 , 8.3 and 8.4 in respect of a publication will be 6 (six) months from the date that the relevant publication is added to your Database Repertoire.
- 9.2 In exceptional circumstances you may request and we may grant an extension to the 6 (six) month Transitional Period referred to in clause 9.1 of no more than 2 (two) months provided always that you notify us in writing of such request and support your request with such explanations and documentation as we may reasonably require. We will not withhold our consent to such request unreasonably.

10. OBLIGATIONS

- 10.1 Before sending your Clients Links to Cuttings which you access using a Database Service you will:
- 10.1.1 comply with the Approval Process which includes verifying with NLA that your Client has an existing NLA licence covering the use which the Client proposes to make of those Cuttings and in the event that your Client does not have a relevant licence in place with NLA, complying with the requirements set out in Appendix 6. In the event your Client does not have an appropriate NLA licence in place, you will not, except as otherwise expressly permitted under the Approval Process set out in Appendix 6, make the Cuttings available to them until such time as the Client has obtained the relevant licence from NLA; and
 - 10.1.2 ensure that you have a contract in place with that Client, which includes the following enforceable obligations upon your Clients:
 - 10.1.2.1 to limit access to Cuttings to Permitted Users only;
 - 10.1.2.2 to obtain an NLA licence;
 - 10.1.2.3 unless licensed by NLA, not to further reproduce, copy, distribute, display, sell, publish, broadcast, circulate, deliver or transmit Cuttings either internally or to any third party (with the exception of licensed Public Relations Consultancies and/or Trade/Professional Associations) so as to infringe the intellectual property rights vested in NLA;
 - 10.1.2.4 not to remove, conceal or alter any copyright notices contained on the Cuttings as accessed or delivered;
 - 10.1.2.5 not to store Cuttings in electronic form as part of any library or archive of information; and
 - 10.1.2.6 to provide a statement at your request setting out the number of Permitted Users within their organisation and confirming that Cuttings supplied have not been dealt with or used other than by Permitted Users.
- 10.2 If you receive information that one of your Clients is involved in unlicensed activities then within 48 hours of receiving the information you shall notify NLA (unless your information came from NLA) and cease to provide any further services to that Client unless and until the Client has obtained an appropriate licence from NLA or from the rights owner if different. NLA will (upon being notified by you) inform all other media monitoring agency licensees of the name of the Client and of the fact that it was involved in unlicensed activities.
- 10.3 You shall ensure that any Links which you send your Clients to view Selected Cuttings are password controlled requiring the use of individual usernames and individual passwords to access them.

11. RESTRICTIONS ON USE

- 11.1 Except in the circumstances set out in clause 11.2 you will not at any time after the relevant Deadline send your Clients Links to Cuttings which you access using a Database Service. For the avoidance of doubt, the relevant Deadline varies according to the nature of the publication from which the Cutting derives.
- 11.2 In the event you do not make a Cutting available to a Client when you ought to have made it available and there is good reason for your failure, for the purposes of clause 11.1, the Cutting will be deemed to have been published on the day the omission was brought to your attention.
- 11.3 You acknowledge and agree that Links and Selected Cuttings which you have made available to your Clients under this Database Licence, will not be available to those Clients at any time after the expiry of the Viewing Period and to the extent that those Links and Selected Cuttings are hosted by you on a Secure MMO Database or otherwise within your control, you will take all necessary measures to ensure this.
- 11.4 Except in the circumstances described in clause 11.5 you will not send any Links or otherwise make available and/or deliver any Cuttings which you access using a Database Service (including without limitation any documents or data derived from any Cuttings or any Copy or text or image scan of a Cutting) to any Client who you should reasonably be expected to believe is likely to distribute externally those Cuttings, documents and data, or make them available to other organisations as part of its business.
- 11.5 The restrictions in clause 11.4 shall not apply if you have notified us in writing of your intention to make such Cuttings, documents or data available to such Clients and we have given our prior written consent to your doing so on such terms as we see fit, which shall include the Client holding or entering into an appropriate NLA licence. We will endeavour to respond to notifications made under this clause within 72 hours of receiving the notification.
- 11.6 Except in the circumstances described in clauses 3.1.6, 4.1.8, 5.1.5 and 6.2.8 you will not send any Meta-Data or otherwise make available and/or deliver any Meta-Data which you access using a Database Service to any Client who you should reasonably be expected to believe is likely to use and/or distribute that Meta-Data outside the scope of the Agreed Client Services or make them available as part of its business including as part of a consumer application.
- 11.7 The restrictions in clause 11.6 shall not apply if:
- 11.7.1 you have notified us in writing of your intention to make such Meta-Data available to a Client in connection with services other than the Agreed Client Services;
- 11.7.2 you have a contract in place with such Client in respect of the proposed services, which includes a prohibition on such Client using, reproducing, copying, distributing, selling, publishing, broadcasting, circulating, delivering or transmitting the Meta-Data outside the scope of permissions granted in respect of the proposed service; and
- 11.7.3 we have given our prior written consent to your doing so on such terms as we see fit, which shall include the Client holding or entering into an appropriate NLA licence.
- We will endeavour to respond to notifications made under this clause 11.7 within 72 hours of receiving the notification.
- 11.8 Notwithstanding the other provisions of this Agreement, where we reasonably consider that the use which you and/or your Clients are making of Meta-Data is having a serious, adverse effect on the business and/or reputation of NLA and/or that of our publishers, we will notify you of this fact and if within 90 days of the date of our notice to you, you do not cease such use and/or you fail to procure that your Clients cease such use, we reserve the right to withdraw the permissions granted to you under clauses 3.1.6, 4.1.8, 5.1.5 and 6.2.8 in respect of the use of such Meta-Data. For the avoidance of doubt, NLA's exercise of its rights under this clause 11.8 shall not affect any use of Meta-Data by you which is in accordance with the permissions granted under clauses 3.1.6, 4.1.8, 5.1.5 and 6.2.8 and which we do not consider to be having a serious, adverse effect on the business and/or reputation of NLA and/or that of our publishers.

- 11.9 You may not use and shall use all reasonable endeavours to procure that any third party does not use the Database Service or content or data made available to you by way of a Database Service (including without limitation any documents or data derived from any Cuttings or any Copy or text or image scan of a Cutting):
- 11.9.1 in any manner or for any purpose not expressly permitted under the terms of this Database Licence including for the avoidance of doubt but without limitation by way of loan, rental, sub-licence, services bureau, external time sharing or similar arrangement. Any rights not expressly granted under this Database Licence are reserved to NLA;
 - 11.9.2 to decompile, reverse engineer or disassemble any part of NLA's Database, the Database Site, a Database Service or its content or any software used in connection with NLA's Database, the Database Site and/or the Database Service which for the avoidance of doubt includes any hacking;
 - 11.9.3 to gain or attempt to gain unauthorised access to any servers controlled by us or our agents;
 - 11.9.4 to send or distribute multiple unsolicited junk e-mails or messages ("Spam"), chain letters or otherwise to interfere with or disrupt the Database Site and/or Database Service or the networks through which you access and use the Database Site and/or Database Service;
 - 11.9.5 to introduce into the Database Site and/or the Database Service any material containing contaminating or destructive codes such as viruses, worms, 'Trojan horses' or any other similar features by taking all reasonable measures to carry out virus checks to prevent the introduction to the Database Site and/or the Database Service of material containing contaminating or destructive codes such as viruses, worms, Trojan horses or other similar features. You do not warrant that your applications are free from infection by viruses or anything else that has contaminating or destructive properties; and
 - 11.9.6 except where expressly permitted under the terms of this Database Licence, to copy, issue copies to the public, rent or lend, communicate to the public, adapt, extract and/or re-utilise any part of a Database Service or Cuttings or other content which you access using a Database Service.
- 11.10 Subject to clause 11.11 your rights to send Links or otherwise make available and/or deliver Cuttings which you access using a Database Service (including without limitation any documents or data derived from any Cuttings or any Copy or text or image scan of a Cutting) under the terms and conditions of this Database Licence extend to your existing Clients only.
- 11.11 In respect of Prospective Clients, you may subject always to the terms and conditions of this Database Licence and for a trial period of a maximum of 30 days send Links to or otherwise make available and/or deliver up Cuttings to up to five (5) named Permitted Users at each Prospective Client, those named Permitted Users being fixed for the duration of the trial period there being no right to swap or substitute names. If the Prospective Client already has a licence from NLA, and provided you obtain NLA's prior written confirmation of this fact (such confirmation not to be unreasonably withheld) there is no limit on the number of Permitted Users at a Prospective Client who may receive Links to or otherwise access Cuttings during the 30 day trial period. You are otherwise subject to the same obligations and restrictions under this Database Licence in respect of Prospective Clients as you are in respect of Clients including for the avoidance of doubt payment of the relevant charges for Cuttings which you make available to Prospective Clients. At the end of the 30 day trial period, if the Prospective Client wishes to continue to receive a service from you, the parties will adopt the procedures set out in paragraph 1 of Appendix 8 (Approval Process).

12. DIGITAL RIGHTS MANAGEMENT

- 12.1 If you have subscribed to the Image Data Service Hybrid and/or the Full Page Data Feed Service we may, on 180 days written notice to you, require you to apply a DRM (digital rights management) solution to the Image Data Service Hybrid and/or the Full Page Data Feed Service to a standard set by us which we will notify to you in writing. NLA will use reasonable endeavours to limit the external costs and operational impact to you of any DRM implementation. NLA anticipates that the standard it will require will be that of an industry standard DRM package (such as Adobe Acrobat) at the time of giving the notice. If during the 180 day notice period you so request in writing, we shall consult with you about the DRM solution for a period of up to 30 days during that notice period. Should you have concerns over either the external cost or operational impact of the proposed DRM solution you may propose to NLA alternative DRM solutions which will achieve the same level of security. NLA shall have an absolute right to accept or reject any such proposals. In the event that NLA rejects the proposals, it shall give you its reasons for doing so in writing. If you do not implement a DRM solution which achieves the required security levels this will constitute a material breach of your obligations for which we may terminate your Database Licence in respect of the Image Data Service Hybrid and/or the Full Page Service.
- 12.2 If you opt for a Database Service which we host on the Database Site (including without limitation the Database Access (Subscription basis), Database Access PAYG and the XML Data Feed Services) you acknowledge that we may from time to time implement a DRM (digital rights management) solution in respect of those services. We will give you not less than 180 days' notice of any DRM implementation unless there are good commercial reasons for a lesser notice period. If so requested by you in writing, we shall consult with you about the DRM solution for a period of up to 30 days during the notice period. Should you have concerns over either the external cost or operational impact of the proposed DRM solution you may propose to NLA alternative DRM solutions which will achieve the same level of security. NLA shall have an absolute right to accept or reject any such proposals. In the event that NLA rejects the proposals, then it shall give you its reasons for doing so in writing.

13. CALCULATION OF FEES

- 13.1 You will pay to us Fees in respect of your use of the Database Service from the Service Invoice Date in accordance with the Database Fee Tariff from time to time in force, the provisions of this clause 13 and clause 3.1 of the MMO Licence General Terms and Conditions. The Fees comprise an annual subscription fee to the Database Service together with the following charges based on use in each calendar month:
- 13.1.1 in the case of Database Services other than the Database Access (Pay As You Go) Service, a charge for the number of Cuttings which you make available to each Client or each Prospective Client; and
- 13.1.2 in the case of the Database Access (Pay As You Go) Service, a charge for the number of Cuttings which you make available to Permitted Users or users at a Prospective Client.
- 13.2 The annual subscription fee for use of a Database Service is payable in advance in twelve equal monthly instalments. We shall collect the first instalment by direct debit on the Service Invoice Date. We shall collect subsequent instalments by direct debit on the first day of each following calendar month during the Term. We will send you VAT invoices in respect of such payments.
- 13.3 The charges referred to in clauses 13.1.1 and 13.1.2 are payable for use occurring at any time on or after the Start Date and are payable monthly in arrears. Upon receipt of your monthly return referred to in clause 13.5 below we shall send you a VAT invoice for the fees due for the month covered by the return. We shall collect the sum due on the invoice by direct debit as set out in clause 3.1.6 of the MMO Licence General Terms and Conditions.
- 13.4 All Fees payable in connection with this Database Licence exclude VAT and are to be paid together with VAT at the applicable rate. The audit fees and where applicable default charges and renewal charges referred to in the Database Fee Tariff and clause 3.1.1 of the MMO Licence General Terms and Conditions are payable in addition to those elements of the Fees

referred to in clauses 13.2 and 13.3 above. The provisions set out in clause 13.6 below apply to the extent that you exercise rights under a subsisting Paper and/or Electronic Licence pursuant to the terms of this Database Licence.

- 13.5 By not later than the seventh day following the end of each month you are required to have delivered to us by email a monthly return for the immediately preceding month in the form of an Excel spreadsheet as set out in Appendix 4 to this Database Licence, showing:
- 13.5.1 the number of Cuttings made available to each Client and each Prospective Client using the Database Service by title and date of publication for each day during the previous month;
 - 13.5.2 where you subscribe to the Database Access Service, the total number of Links sent to Permitted Users or users at a Prospective Client; and
 - 13.5.3 the average number of Permitted Users at each of your Clients during that period.
- 13.6 For the avoidance of doubt, to the extent that you exercise rights under a subsisting Paper Licence and/or Electronic Licence pursuant to the terms of this Database Licence:
- 13.6.1 in addition to the Fees payable in respect of the Database Service you will pay to NLA such fees as are due under that Paper and/or Electronic Licence (as applicable) in respect of that use; and
 - 13.6.2 to the extent that you exercise scanning rights for Cuttings from publications within your Database Core Repertoire, the scanning fees payable will be reduced by 50%.
- 13.7 In addition to our rights under the MMO Licence General Terms and Conditions, where we introduce changes or upgrades to a Database Service pursuant to clause 17, we reserve the right to amend the Database Fee Tariff accordingly. We will notify you in writing of amendments to the Database Fee Tariff. For the avoidance of doubt, nothing in this clause 13.7 affects your rights under clauses 16.3 and 17 in respect of the provision of upgrades.
- 13.8 On 12 months' notice to you, we may amend the way we calculate our Fees for the Database Service to a Pay per View basis and/or to a Publisher Pricing basis (as defined in the MMO Licence General Terms and Conditions). Your systems must be able to support these methods of charging.
- 13.9 Notwithstanding the other provisions of this clause 13 we reserve the right to amend the Fees as follows:
- 13.9.1 we may amend the annual fee for use of the Database Service once in each calendar year at any time by not less than one months' notice in writing to you; and/ or
 - 13.9.2 we may amend the charges for Cuttings and Links once in each calendar year at any time by not less than one months' notice in writing to you. We will consult with you about any proposed amendment to the charges for Cuttings and Links during a period of at least two months prior to the date upon which the amendment is due to take effect.

14. RECORDS INSPECTION AND AUDIT

The records (including underlying electronic and computer records) kept, and made available for inspection by an Inspector, shall include:

- 14.1 the total number of Links which you have sent to Clients and Prospective Clients, broken down by Client / Prospective Client, date and publication; and
- 14.2 the total number of Cuttings which you have made available to Clients and Prospective Clients broken down by Client/ Prospective Client, date and publication; and

- 14.3 the number of Permitted Users at each Client and the dates from which they have access; and
- 14.4 if you have subscribed to the Image Data Service Hybrid and/or the Full Page Data Feed Service:
 - 14.4.1 the email addresses or other unique electronic identifiers of the Permitted Users at each of your Clients who access Cuttings on your Secure MMO Database, so these may be verified;
 - 14.4.2 on a daily basis all Counter Data identifying each request to retrieve Selected Cuttings from the Secure MMO Database;
 - 14.4.3 at NLA's request, copies of daily web-logs recording access to Cuttings held on the Secure MMO Database and such other repository information and logs as NLA requires to reconcile with its own access records; and
 - 14.4.4 the electronic records which show the date and time at which original files and without limitation all subsequent copies from the Image Data Service Hybrid and/or the Full Page Data Feed Service and Cuttings hosted on your Secure MMO Database were suppressed from Client access and subsequently deleted from your systems and systems under your control or direction.

15. COPYRIGHT NOTICE

- 15.1 You will not delete, amend or modify in any way any notice which is endorsed on or otherwise attached to Cuttings which you access on NLA's Database.
- 15.2 You shall ensure that each page of each Cutting to which you send Links to your Clients under this Database Licence is properly endorsed with a notice of at least the size of Times New Roman 7pt in the following terms:

"This digital Cutting has been produced under licence by [name of MMO] from NLA. Digital reproduction/forwarding is not permitted. No printing of the Cutting or further copies may be made except under licence from NLA."
- 15.3 We may amend the wording of the notices referred to in clauses 15.1 and 15.2 upon 30 days' written notice. Amended notices will not materially exceed in size or length, the notices they replace, unless we agree this with you in advance.
- 15.4 The notice should be clearly visible on each Cutting viewed on screen, and must appear when printed on each Copy.
- 15.5 At any time, on not less than 7 days' notice, we may request samples of Links, sent to your Clients to ensure compliance with these requirements.

16. RESERVATION OF RIGHTS

- 16.1 We may temporarily or permanently grant only limited access or deny access to the Database Site or any Database Service or any part of it or remove any information where we reasonably consider that you are or are likely to be contravening any of the provisions of this Database Licence. Prior to exercising these rights we will notify you in writing specifying the actions required to rectify the situation. You must take the specified remedial action within 7 days from the date of NLA's notification, unless NLA, in its discretion, reasonably considers that the nature and seriousness of the contravention require the contravention to be rectified within a shorter timescale, in which case you must rectify the contravention within such shorter timescale. We will ensure our actions are commensurate with the effects of the contravention.
- 16.2 Where we reasonably consider that one of your clients is or is likely to be contravening any of the obligations referred to in clause 10.1.2, we may temporarily or permanently disable their access to the whole or any part of the Database Site or any Database Service. Prior to

exercising these rights, we will notify you specifying the actions required to rectify the situation. You must take and procure that your clients take the specified remedial action within 7 days of the date of NLA's notification, unless NLA, in its absolute discretion, reasonably considers that the nature and seriousness of the contravention require the contravention to be rectified within a shorter timescale, in which case you must rectify and procure that your clients rectify the contravention within such shorter timescale. We will ensure our actions are commensurate with the effects of the contravention and except where you are responsible for the contravention, at all times endeavour to ensure that the interests of you and your compliant Clients are not compromised.

- 16.3 We reserve the right to alter the form, functions, facilities and/or content of the Database Site and/or the Database Service from time to time. We will endeavour to give you 120 days' notice of any such amendments unless there are good commercial reasons for a lesser notice period. If so requested by you in writing, we shall consult with you about the proposed amendments.
- 16.4 If as a direct result of an amendment referred to in clause 16.3 you are prevented from providing a service to your Clients in accordance with generally accepted service levels in the industry, provided you notify us in advance in writing supplying all relevant details and work with us in good faith using all reasonable endeavours to rectify such degradation, you may as an interim measure for a maximum of 30 days from the amendment taking effect ("Initial Period") exercise your rights under a subsisting Paper and/or Electronic Licence (as the case may be) in accordance with Schedules 1 and 2 (respectively) of the MMO Licence General Terms and Conditions.
- 16.5 If, following expiry of the Initial Period referred to in clause 16.4, the degradation in service levels remains notwithstanding compliance by you with your obligations to work with us in good faith using all reasonable endeavours to rectify such degradation, provided you notify us in advance in writing (supplying details of the continued degradation) and work with us in good faith using all reasonable endeavours to rectify such degradation and subject to our prior consent, you may, as an interim measure for a further maximum period of 30 days from expiry of the Initial Period ("Subsequent Period") exercise your rights under a subsisting Paper and/or Electronic Licence (as the case may be) in accordance with Schedules 1 and 2 (respectively) of the MMO Licence General Terms and Conditions.
- 16.6 If, following expiry of the Subsequent Period referred to in clause 16.5, the degradation in service levels remains notwithstanding compliance by you with your obligations to work with us in good faith using all reasonable endeavours to rectify such degradation, you may at any time in the period of seven (7) days following expiry of the Subsequent Period, terminate your Database Licence upon written notice to us and where you have a valid and subsisting Paper Licence and/or Electronic Licence in place with us, exercise the rights granted to you under that subsisting Paper Licence and/or Electronic Licence (as the case may be).
- 16.7 If in any three calendar months of each six calendar month period during the term of your Database Licence, Service Credits are paid to you in accordance with the terms of this Database Licence, you may at any time in the month immediately following expiry of each six calendar month period, terminate your Database Licence upon 30 days written notice to us and where you have a valid and subsisting Paper Licence and/or Electronic Licence in place with us, exercise the rights granted to you under that subsisting Paper Licence and/or Electronic Licence (as the case may be).

17. UPGRADES

In the event we upgrade a Database Service (by adding publications to the Core and/or Database Supplemental Repertoires and/or Full Page Repertoire or by offering additional features or otherwise), we will notify you in writing by email and by posting a notice on the Database Site itself. You will have the option of upgrading this Database Licence to incorporate such upgrades subject to payment of the relevant fees. Upon receipt of written confirmation from you that you wish to exercise your option to receive the upgraded Database Service, the terms of this Database Licence will automatically apply to such upgraded Database Service.

18. PUBLICATIONS COVERED BY THE DATABASE LICENCE

This Database Licence covers all of the publications in the Database Core Repertoire and such publications from the Database Supplemental Repertoire and the Full Page Repertoire as you may select from time to time by notice in writing to us, from the list displayed on NLA's Website from time to time. For the avoidance of doubt, NLA may update the Database Core Repertoire and the Database Supplemental Repertoire and the Full Page Repertoire from time to time in accordance with permissions granted by Publishers.

19. LIABILITY OF NLA

- 19.1 Subject to clause 1.2 above and the terms of the Service Level Schedule, NLA shall use its best endeavours to ensure that the Database is accessible 24 hours a day, 7 days a week. However, you accept that the Database may be subject to downtime caused by routine or emergency maintenance by NLA or its sponsoring publishers or downtime occasioned by third parties or circumstances beyond NLA's control and that NLA shall have no liability to you in respect of such downtime. You acknowledge that Service Credits shall be your sole and exclusive remedy in respect of Service Failures (if any).
- 19.2 Whilst NLA takes all reasonable measures to ensure the accuracy and completeness of the Cuttings and other content made available to you via the Database Service, NLA makes no warranties or representations, express or implied, that the Database and/or the content made available to you by way of a Database Service is free from error, defects, viruses or omissions.
- 19.3 NLA will take care to ensure that the content of the Database is clear, accurate and easy to read, but it cannot accept responsibility for inaccuracies, incompleteness, errors or omissions in respect of the content of the Database.
- 19.4 For the avoidance of doubt the provisions of clause 4 of the MMO Licence General Terms and Conditions (Withdrawal of Cuttings and Indemnities) applies to the Cuttings and other content you access using a Database Service.
- 19.5 Except insofar as is prohibited by law, NLA excludes all express and implied warranties and representations. NLA shall not exclude or limit its liability for death or personal injury resulting from its negligence or the negligence of any of its servants or agents, nor for fraudulent misrepresentation.
- 19.6 We confirm that we have taken all reasonable measures to carry out virus checks to prevent the introduction to the Database Site and/or the Database Service of material containing contaminating or destructive codes such as viruses, worms, Trojan horses or other similar features, but do not warrant that our applications are free from infection by viruses or anything else that has contaminating or destructive properties.

20. CLIENT INFORMATION

- 20.1 If at the time of entering into this Database Licence, you do not have a subsisting Paper and/or Electronic Licence with us, upon entering into this Database Licence, you must supply us with details of your existing Clients.
- 20.2 Each return that you make to us pursuant to clause 13.5, must be accompanied by particulars of any changes since the end of the preceding month in the details of the Clients to whom you supply the Cuttings which you access using a Database Service. You shall provide us with particulars of Prospective Clients in writing pursuant to the Approval Process set out in Appendix 6 and in any event no later than 28 days from commencement of the trial period. For each former Client you must give us the date when you ceased to deliver to that Client, and for each new Client or Prospective Client the date when you began to deliver to that Client or Prospective Client, its name, address, telephone number and email address and the name of a contact and state the type of service you provide to that Client or Prospective Client.

- 20.3 We reserve the right to contact your Clients directly using the information you provide to us subject always to compliance with the terms of this Database Licence which for the avoidance of doubt includes the terms of the MMO Licence General Terms and Conditions (as amended from time to time).
- 20.4 You undertake that you will not authorise, incite, or encourage your Clients or Prospective Clients to reproduce any Copies or Cuttings otherwise than as permitted by an NLA licence or by law and in particular will not publish statements to the effect that your Clients or Prospective Clients should not inform you of any reproduction (including electronic reproduction) of Copies and Cuttings made available to them using the Database Service.

21. TERM AND TERMINATION

Unless terminated earlier in accordance with its terms or otherwise by operation of law, this Database Licence, will come into force on the Start Date and shall continue in force:

- 21.1 until terminated by the MMO on three (3) month's written notice expiring at any time after the end of the Initial Term; or
- 21.2 until terminated by NLA on twelve (12) month's written notice expiring at any time after the end of the Initial Term; or
- 21.3 until terminated by NLA pursuant to the provisions of the MMO Licence General Terms and Conditions;
- whichever is earlier.

22. ANNOUNCEMENTS

- 22.1 Subject to clause 22.3, neither party shall issue any press release or other public document containing or making any public statement containing information which relates to this Database Licence (including signature of this Database Licence) without the prior written approval of the other party (such approval not to be unreasonably withheld or delayed), except as required by law or by any legal or regulatory authority
- 22.2 You agree that you will not issue any press release or other public document containing or making any public statement regarding the form of NLA eClips service you subscribe to under this Database Licence or the relative merits of the forms of eClips service which we make available.
- 22.3 You agree that we may refer to you as a subscriber of the Database Service on our website, in press releases and other public documents and statements notwithstanding the other provisions of this clause 22. We will consult with you upon the form of any such reference and you shall promptly provide such comment, information and approval as we may from time to time reasonably request, not to be unreasonably withheld or delayed.

23. DATA PROTECTION

Each Party acknowledges and accepts that in performing their obligations under this Agreement they may process personal data belonging to or otherwise controlled 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 the Data Protection Act 1998 (as amended from time to time).

APPENDIX 1

DATABASE SERVICE DESCRIPTIONS

These are service overviews. The detailed technical specifications of all services are covered in the Technical Specification.

1. DATABASE ACCESS OVERVIEW

- The Database Access service was designed to allow MMOs to use NLA's Database to create links to Cuttings for Clients and allow production of paper copies.

The Service

The Database Access service will be defined more fully in NLA's eClips Technical Specification, as amended from time to time, and will consist of;

- access to a secure website hosting the database
- a user interface giving users the ability to search the database for client-specific terms from all national newspaper titles in the database repertoire;
- the ability to save searches for more efficient daily processing;
- the return of individual files for each story meeting these search terms;
- story availability between midnight and 1am (first editions) and by 4am (last editions) on the day of publication (weekdays, weekends add 90m);
- all stories from 1st and last London editions, and
- the ability to extract links for transmission to clients giving clients the ability (subject to having a valid NLA licence) to view full colour PDFs of the clippings complete with
 - a thumbnail of the entire page showing the location of the article;
 - complete metadata; and
 - any client-specific branding components.
- Your delivery of Links to Clients and access to those links by Clients is embargoed till 4am unless we have given our prior written consent for you to do so in respect of particular Clients.

Conditions

The following conditions apply:

- Service delivery by Licensees to clients is embargoed till 5am.

Other Issues

Corrections

- Daily Corrections and libels will be covered by additional XML data feed.
- Corrections will be provided by email to a pre-defined MMO contact.
- Emails issued for all changes subsequent to publication.
- All corrections must be applied by MMO.

2. DATABASE ACCESS (PAYG) OVERVIEW

- The Database Access service was designed to allow MMOs to use NLA's database to create links to Cuttings for clients
- The Pay As You Go (PAYG) pricing model was introduced to allow a reduced initial outlay balanced by an increased rate per clipping.

The Service

The Database Access service will consist of

- access to a secure website where MMOs can search for client-specific terms from all national newspaper titles;
- the ability to save searches for more efficient daily processing;
- individual files for each story;
- file availability after publication, as each story becomes available;
- stories from 1st and last London national editions, and
- links to full colour PDFs of the clippings complete with

- a thumbnail of the entire page showing the location of the article;
- complete metadata; and
- any client-specific branding components.

Conditions

The following conditions apply:

- Service delivery to clients by Licensees is embargoed till 5am.

Other Issues

Corrections

- Daily Corrections and libels will be covered by additional XML data feed.
- Corrections will be provided by email to a pre-defined MMO contact.
- Emails issued for all changes subsequent to publication.
- All corrections must be applied by MMO.

3. XML DATA FEED OVERVIEW

- The XML Data Feed was designed to allow maximum flexibility to MMOs who offer sophisticated bundling and branding options and to also offer significant savings in data origination and OCR expenses.

The Service

The XML Data Feed service will consist of

- a nightly XML data feed of material covered in the Database Repertoire;
- individual files for each story, made available after publication, as each story becomes available;
- XML files for each story including the story's body text and fielded metadata including
 - source,
 - date,
 - edition,
 - headline,
 - byline,
 - subheadlines,
 - pages, and
 - rights status information.
- story availability between midnight and 1am (first editions) and by 4am (last editions) on the day of publication (weekdays – weekends add 90m);
- all stories from 1st and last London editions, and
- the ability to view images of selected stories in PDF format on NLA's database
- the ability to extract links for transmission to clients giving clients the ability (subject to having a valid NLA licence) to view full colour PDFs of the clippings complete with
 - a thumbnail of the entire page showing the location of the article;
 - complete metadata; and
 - any client-specific branding components.

Conditions

The following conditions apply:

- Your delivery of Links to Clients and access to those links by Clients is embargoed till 4am unless we have given our prior written consent for you to do so in respect of particular Clients.

4. FULL PAGE DATA FEED SERVICE OVERVIEW

- The Full Page Data Feed Service was designed to offer flexibility to MMOs to enable them to access copies of full pages from certain publications through NLA's Database.

The Service

The Full Page Data Feed Service will consist of

- a PDF file for each Full Page of every 1st edition of each publication in the Full Page Repertoire and changed pages only for subsequent editions
- XML files for each Full Page of every 1st edition of each publication in the Full Page Repertoire and changed pages only for subsequent editions in the Full Page Repertoire including publication
 - region
 - edition
 - publication date
 - page number
 - all text contained on the page

Conditions

The following conditions apply:

- Your delivery of Links to Clients and access to those links by Clients is embargoed until 4am unless we have given our prior written consent for you to do so in respect of particular Clients.

5. IMAGE DATA SERVICE HYBRID – OVERVIEW

- The Image Data Service (IDS) Hybrid was designed to allow maximum flexibility to users.

The Service

The IDS service will consist of:-

- a nightly data feed of publications where NLA will render the data set as XML data with individual articles within the data feed.
- The data feed format will be defined in the Technical Specification.
- data will be sent on a schedule matching media monitoring agencies current scanning process, as set out in KPIs 9 and 10 of the Service Level Schedule at Appendix 2 below.
- MMO rights are defined in clause 6 of this Database Licence MMOs may print Cuttings and – subject in each instance to obtaining online authorisation – allow online access to Cuttings.

Conditions

The following conditions apply:

- delivery of Links to Clients and access to those links by Clients is embargoed till 4am unless we have given our prior written consent for you to do so in respect of particular Clients.

APPENDIX 2

SERVICE LEVEL SCHEDULE

It is acknowledged and agreed that the provisions of this Appendix 2 – Service Level Schedule do not apply to the Full Page Data Feed Service except for the specific Full Page Data Feed Service KPIs set out below.

1. BACKGROUND AND DEFINITIONS

This Service Level Schedule sets out the Service Levels which NLA will work to when delivering the Database Service and the mechanism by which Service Failures will be managed.

In this Service Level Schedule (Appendix 2) defined terms have the meanings given to them in the main definitions sections of the Database Licence Terms and Conditions and the MMO Licence General Terms and Conditions. In addition unless the context otherwise requires, the following words shall have the following meanings:

"Available" means fully operational from the perspective of a Licensee such that the Licensee can access and/or use a Database Service in accordance with the applicable Service Description and **"Availability"** has the same meaning;

"Authorised Users" means employees and independent contractors engaged by the Licensee;

"Content" means the third party newspaper articles, images, logos, and other copyrighted or proprietary material made available to Licensees via the System as part of a Database Service;

"Daytime Hours" means between the hours of 09:00 and 17:30 London time (BST/GMT as applicable) Monday to Friday excluding all statutory bank holidays;

"Database Licence" means together the Database Licence Terms and Conditions and its appendices (including this Appendix 2) and the MMO Licence General Terms and Conditions;

"Database Repertoire" has the meaning given to it in the Database Licence Terms and Conditions;

"Database Service" has the meaning given to it in the Database Licence Terms and Conditions;

"Database Site" has the meaning given to it in the Database Licence Terms and Conditions;

"Delivery Status Reports" means reports prepared by NLA which provide real-time information on the number of pages that have been delivered via the XML feed;

"Emergency Maintenance" means any maintenance provided by NLA where:

- (1) the Licensee reasonably suspects that the System or a Database Service or any part of them has or may have developed a fault and notifies NLA of the same; or
- (2) NLA reasonably suspects that the System or a Database Service or any part of them has or may have developed a fault;

"Escalation Process" means the procedure followed by each of the Parties in the event of a Service Failure as set out in this Appendix 2 (Service Level Schedule);

"Fees" has the meaning given to it in the main definitions section of the Database Licence Terms and Conditions;

"Force Majeure" means any cause affecting the Availability of the Database Service beyond NLA's reasonable control including electricity power failure, utilities failure, widespread disease, failure of telecommunications links, failure of transport infrastructure, any act of God, war, riot,

fire or flood, act, restriction, regulation, bye-law, prohibition or measure of any kind on the part of any governmental, parliamentary or local authority, any import or export regulation or embargo, or any disaster;

"Helpdesk" means such telephone number(s) as NLA may notify to the Licensee from time to time;

"IDS Backup" means the backup system giving access to the full editorial page of a Publication where the Cutting (normally derived from that page) cannot be accessed;

"Initial Set-Up Support" means support provided by NLA to the Licensee and its authorised agents during the initial set-up of the Licensee's access to a Database Service;

"Non-Peak Hours" means the period:

- (1) after 19:00 until 22:00 London time (BST/GMT as applicable) in each Working Day; and
- (2) after 11:00 until 22:00 London time (BST/GMT as applicable) on Saturdays, Sundays and Bank Holidays ;

unless otherwise agreed by the Licensee;

"Notification" as it relates to Service Failures means a verbal conversation between the Licensee (or one of its nominated representatives) and NLA (or one of its nominated representatives). For the avoidance of doubt, email does not constitute Notification;

"Overnight Support" means support available between 17.30 GMT and 09.00 London time (BST/GMT as applicable) on the following day in relation to Availability of the XML Data Feed Service, the Image Data Service Hybrid and/or access to PDFs;

"Overnight Support Number" means such telephone number(s) as NLA may notify to the Licensee from time to time;

"Peak Hours" means each hour within a Peak Period;

"Peak Period" means the period:

- (1) on each Working Day, Sunday and Bank Holiday starting at 22:00 London time (BST/GMT as applicable) and ending at 19:00 on the following day;
- (2) on each Friday, Saturday and Bank Holiday starting where not followed by a working day at 22:00 London time (BST/GMT as applicable) and ending at 11:00 on the following day;

"Publishers" means providers of the Content to NLA;

"Publisher Delivery Status Reports" means reports prepared by NLA which provide real-time information regarding the number of pages of Content received from Publishers;

"Processing Status Reports" means reports prepared by NLA which provide real-time information on the number of pages that have completed NLA's processing procedures;

"Resolution" means resolving a Service Failure so that the Database Service is Available or providing a work around which is agreed with the Licensee and **"Resolve"** and **"Resolved"** has the same meaning;

"Scheduled Maintenance" means routine maintenance that is carried out during Non-Peak Hours which is planned and for which the nature and purpose of the maintenance is notified to the Licensee at least 7 days in advance together with the expected duration of the System downtime;

"Service Credit" means a rebate from the Fees received by NLA calculated in accordance with paragraph 8 of this Appendix 2 (Service Level Schedule);

"Service Credit Event" has the meaning given to it in paragraph 8.3 of this Appendix 2 (Service Level Schedule);

"Service Failure" means any failure to meet a Service Level;

"Service Levels" means the key performance indicators (KPIs) set out in this Appendix 2 (Service Level Schedule);

"Support" means the Initial Set Up Support, System Support and Overnight Support set out in paragraph 6.5;

"Support email" means "support@nla.co.uk";

"Support Response Time" means the time measured in minutes from when NLA receives Notification until a response is issued;

"System" means NLA's proprietary system which hosts the Database Service;

"System Support" means queries relating to use of the Database Service;

"System Response Time" means the time measured in milliseconds from when the System receives a request until a response is issued;

"Term" means the term of the Database Licence as specified in clause 21 of the Database Licence Terms and Conditions;

"Total Service Failure" means less than 50% of the total number of editorial pages from titles within the Database Core Repertoire have been made Available by NLA for two consecutive Peak Periods, excluding any periods of Service Level Suspensions;

"Unavailable" means in relation to a key aspect of a Database Service that the key aspect is not available and **"Unavailability"** has the same meaning;

"Web Reporting Service" means NLA's secure, web-based reporting service which allows Licensees to access:

- (1) status reports to the Database Service in the form published on the Database Site (from time to time) and which is currently hosted at the URL <http://www.nla-eclips.com>; and
- (2) daily summaries of the status reports based on data received up to midnight on the previous day;

"Working Day" means a day (other than a Saturday or a Sunday or statutory bank holiday) on which clearing banks are ordinarily open for business in the City of London.

2. SERVICE LEVELS

2.1 NLA shall:

- 2.1.1 ensure its System is capable of providing the Database Service in accordance with the Service Levels;
- 2.1.2 make the Database Service Available to the Licensee in accordance with the Service Levels and the rights granted by NLA in respect of the relevant Database Service as set out in the Database Licence;
- 2.1.3 provide Support in accordance with the Service Levels;
- 2.1.4 provide the Licensee with access the Web Reporting Service from which the Licensee will be able to access status reports relating to the Database Service, including but not limited to Publisher Delivery Status Reports, Processing Status Reports and Delivery Status reports.

2.2 Upon reasonable written request from the Licensee and subject to the Licensee giving adequate assurances regarding use, NLA will provide the Licensee with facilities allowing the Licensee to administer user accounts via the Web Reporting Service.

3. SERVICE LEVEL SUSPENSIONS

NLA shall not be responsible for a failure to meet any Service Level to the extent that such failure is attributable to any of the following events ("**Service Level Suspensions**") provided in each case that NLA shall at all times use reasonable endeavours to meet the Service Levels and shall notify the Licensee of the occurrence of these events:

- 3.1 Scheduled Maintenance (except that overruns from the notified or agreed downtime period will be taken into account when measuring performance against the relevant Service Levels);
- 3.2 any Unavailability resulting from
 - 3.2.1 the acts or omissions of the Licensee's local loop provider or any national or international telecoms circuit provider;
 - 3.2.2 the acts or omissions of a Publisher (provided always that NLA can demonstrate it has followed such escalation procedures as may be in existence with the relevant Publisher);
 - 3.2.3 the Licensee's applications, equipment, network or facilities;
 - 3.2.4 the acts, omissions or wilful misconduct of the Licensee, its agents and/or employees or any Permitted User;
 - 3.2.5 reasons of Force Majeure;
 - 3.2.6 failure attributable to the Licensee;
 - 3.2.6.1 not authorising software upgrades required to maintain Availability. For the avoidance of doubt the scope of any software upgrades that NLA can require the Licensee to undertake shall not require the Licensee to change its hardware or software operating system;
 - 3.2.6.2 failing to install new software releases provided by NLA free of charge; and
 - 3.2.7 the Licensee instructing NLA not to work on a fault or failing to notify NLA of a fault which has come to the Licensee's attention.

4. SYSTEM MAINTENANCE

Scheduled Maintenance

- 4.1 Provided that at least 7 days' notice has been provided to the Licensee together with an expected duration of any planned downtime, NLA will undertake Scheduled Maintenance during Non-Peak Hours throughout the Term of the Licensee's Database Licence without the need to obtain the Licensee's consent. NLA acknowledges that Scheduled Maintenance may be disruptive to the Licensee and will endeavour (where possible) to minimise the time taken to complete Scheduled Maintenance and to maintain availability of the Database Service during periods of Scheduled Maintenance.

4.2 Emergency Maintenance

- 4.2.1 NLA shall give as much notice as is reasonably practicable to the Licensee's technical contact prior to carrying out any Emergency Maintenance.
 - 4.2.1.1 Where the Emergency Maintenance will lead to downtime of a Database Service, NLA will:
 - 4.2.1.2 notify the Licensee within one (1) hour of NLA receiving notification that an Emergency Maintenance event has occurred; and
 - 4.2.1.3 use reasonable endeavours to carry out the Emergency Maintenance within four (4) hours of receipt of the notification and in any event, as soon as is reasonably practicable.

Disaster Recovery

- 4.3 In providing the Database Service NLA shall ensure that there is sufficient redundancy and resilience within its systems that there are no operationally significant single points of failure within its database, storage or network infrastructure. Additionally NLA shall ensure that:
 - 4.3.1 disaster recovery and business continuity plans are in place;
 - 4.3.2 regular backups of data are carried out;
 - 4.3.3 offsite secure storage is utilised; and
 - 4.3.4 resilience and contingency arrangements including disaster recovery and business continuity are in place for hardware used to provide the Database Service and NLA

shall test these at least annually. NLA will share the results of all of these tests with the Licensee and an action plan will be agreed in good faith to resolve any problems identified.

5. MANAGEMENT OF SERVICE FAILURES

- 5.1 The Licensee shall report all Service Failures to the Helpdesk promptly (and in any event within 12 hours of the Service Failure occurring) in accordance with the Escalation Process. NLA will report Service Failures and faults relevant to the Database Service subscribed to in accordance with the Escalation Process promptly (and in any event within 12 hours of becoming aware of the relevant Service Failure) to the Licensee including the actions to be taken by NLA to Resolve them.
- 5.2 NLA shall ensure all Service Failures are logged, monitored and Resolved in accordance with this Service Level Schedule.
- 5.3 NLA shall ensure that, at a minimum, the following details are recorded in respect of each Service Failure:
- 5.3.1 fault log number;
 - 5.3.2 date and time the report is received at the Helpdesk;
 - 5.3.3 person / organisation making the report;
 - 5.3.4 nature and location of the Service Failure;
 - 5.3.5 equipment and systems affected;
 - 5.3.6 the time at which the Database Service was last accessed correctly by the Licensee;
 - 5.3.7 any error messages and hardware or network information (if relevant) and
 - 5.3.8 an estimate as to the expected length of any downtime.
- Where requested by the Licensee's Technical Contact (acting reasonably) NLA shall at hourly intervals provide to the Licensee's Technical Contact an up-to-date status report with respect to each Service Failure (whether orally or by email) until such time as the relevant aspect of the Database Service is restored. NLA will also send the Licensee an email confirming when the Service Failure has been Resolved.
- 5.4 NLA will be responsible for carrying out such fixes and/or modifications as are required to Resolve Service Failures and will provide details of the same to the Licensee promptly upon request.
- 5.5 Where appropriate NLA may apply a temporary solution or workaround to a Service Failure including without limitation, implementing such measures as enable the Licensee to access the Database and open PDF files of the Content.
- 5.6 The Resolution of each Service Failure shall be measured from the time the Service Failure is first Notified as set out in paragraph 4.1 until the time the Service Failure is Resolved.
- 5.7 A Service Failure shall be considered Resolved when NLA confirms that the relevant aspect of the Database Service is being provided to the standard required by the Database Licence. Such confirmation may be given verbally to the Licensee's Technical Contact provided that it is confirmed in writing (email being sufficient for these purposes) by no later than 5 pm on the next following Working Day.
- 5.8 Service Failures will be discussed at the monthly review meetings referred to in paragraph 6.3 of this Appendix 2.
- 5.9 Any dispute as to whether a Service Failure has been Resolved and/or as to the timing of such Resolution shall be referred to the dispute resolution procedure set out in paragraph 7 of this Appendix 2.

6. PERFORMANCE MONITORING

Monitoring & Analysis

- 6.1 Upon the Licensee's reasonable written request, NLA shall monitor and document in an agreed form the performance of the Database Service against the Service Levels. Where requested,

by the 7th day following the end of each month, NLA will provide such performance reports to the Licensee including System Response Times, XML/API availability uptime and System uptime and any other relevant KPI measures. The reports will measure System Response Times during the period 6.00 am to 10.00 am.

- 6.2 Upon the Licensee's reasonable written request, NLA will (at its own reasonable cost) implement a performance monitoring system for all aspects of the Database Service which will monitor performance of the Database Service no less frequently than every 5 minutes. Where agreed, the results of this monitoring shall be included in an agreed form in the monthly performance reporting to the Licensee described in paragraphs 6.3 and 6.4 of this Appendix 2.

Review Meetings

- 6.3 To ensure the quality of provision of the Database Service regular review meetings will be held between NLA's Client Services Manager and the Licensee's authorised representatives to discuss Service Level compliance.
- 6.4 The review meetings may be held in person or by conference call and no less frequently than every month (unless otherwise agreed). For meetings held in person, NLA and the Licensee shall try to alternate the hosting of this meeting whenever practicable.

Project Management

- 6.5 NLA shall allocate to the Licensee a specified NLA Account Executive having the necessary expertise and authority and who will be the Licensee's main point of contact for any issues relating to the Database Service including without limitation:
- 6.5.1 General questions;
 - 6.5.2 Phone and email technical support for Support issues;
 - 6.5.3 Creation, modification or deletion of user accounts;
 - 6.5.4 User training for new features and functionality;
 - 6.5.5 Ad hoc phone and email queries relating to the Database Service; and
 - 6.5.6 attendance at monthly review meetings.
- 6.6 In addition to NLA's Account Executive NLA's technical team will provide technical advice and assistance to the Licensee on its use of the Database Service.
- 6.7 Where contact between NLA and the Licensee is referred to in this Schedule, the relevant points of contact shall be as set out in the "Contacts List" in this Appendix 2.
- 6.8 Each Party will update the Contacts List in this Appendix 2 as and when necessary and notify the other Party in writing of any changes, such changes:
- 6.8.1 in the case of NLA, being notified to the Licensee's "Service Issues" contact; and
 - 6.8.2 in the case of the Licensee, being notified to NLA's "Account Executive" contact.

7. ESCALATION AND DISPUTE RESOLUTION

- 7.1 Any complaint or dispute arising in relation to this Service Level Schedule or any obligations of the parties under it ("**Dispute**") shall, in the first instance be discussed between the Commercial Contact of NLA and the Commercial Contact of the Licensee.
- 7.2 The Commercial Contact of NLA and the Commercial Contact of the Licensee shall attempt to resolve the Dispute, but if they fail to agree within 14 days of it being referred to them, they shall refer the matter to the Executive Contact of NLA and the Executive Contact of the Licensee.
- 7.3 If the Executive Contact of NLA and the Executive Contact of the Licensee fail to resolve the Dispute within 14 days of it being referred to them, the Dispute shall be finally resolved by arbitration under the UNCITRAL Rules in force on the date the Licensee enters into the Database Licence and it is agreed that:
- 7.3.1 the tribunal shall consist of one arbitrator (who shall be an expert in the provision of Internet based services) and if the parties fail to agree the arbitrator, the appointing authority shall be the London Court of International Arbitration;

- 7.3.2 the place of the arbitration shall be London; and
- 7.3.3 the language of the arbitration shall be English.

8. SERVICE CREDITS

- 8.1 Subject to the remaining provisions of this paragraph 8 (Service Credits) and the other provisions of this Database Licence, a Service Credit shall become due and payable to the Licensee by NLA (or offset against any NLA invoice) where:
 - 8.1.1 a Service Credit Event occurs; and
 - 8.1.2 within 60 days of the occurrence of the Service Credit Event, the Licensee makes a claim for such Service Credit in writing to NLA .
- 8.2 For each occurrence of a Service Credit Event in any single calendar month during the Term, one Service Credit shall become due and payable to the Licensee by NLA.
- 8.3 Subject always to paragraph 3 (Service Level Suspensions) of this Appendix 2 and the other provisions of this paragraph 8 (Service Credits) a Service Credit Event shall arise in the following situations:
 - 8.3.1 In the event of a Total Service Failure;
 - 8.3.2 In the event of Service Failures of KPIs 1 and 3 to 7 subject to the exceptions and conditions set out in the table below.
- 8.4 In any calendar month during the Term of the Database Licence, NLA's maximum liability for Service Credit Events occurring in that calendar month shall be limited in the aggregate to a maximum of 20% of the total monthly Fees received by NLA from the Licensee for the calendar month in which the Service Credit Events occurred. For the avoidance of doubt, subject only to clause 16.7 of this Database Licence, this paragraph 8.4 states the Licensee's sole and exclusive right and remedy and NLA's sole obligation and liability in respect of Service Credit Events and the Licensee shall not be entitled to recover any loss or liability or obtain such remedies as may be available to it either under the terms of this Database Licence or otherwise at law or in equity. Where a single set of circumstances gives rise to one or more Service Credit Events, the Licensee shall be entitled to recover Service Credits in respect of a single Service Credit Event only.
- 8.5 Service Credits payable by NLA in any single calendar month shall be calculated as follows:

$A \times B \times 5\% = \text{Service Credits payable (subject to a maximum of 20\% of the monthly Fees)}$

Where: A = total actual monthly Fees B = Number of Service Credit Events.

EXAMPLES OF CALCULATION OF SERVICE CREDITS

Monthly Fees (£)	Number of Service Credit Events in a calendar month during the Term	Maximum Service Credit payable in a calendar month during the Term (£)
		0
16667	1	833
16667	2	1666
16667	3	2499
16667	4	3332
16667	5	3332

Service Levels for the XML Data Feed Service and the Database Access Service

KPI reference	Definition of KPI	Exceptions and Explanatory Notes	Service Levels (XML) ¹	Service Credit Event
Database Service				
1	Availability of the Database Service during Peak Periods (subject to the Exceptions and Explanatory Notes)	Periods of Service Level Suspensions shall not count when measuring the Service Level achieved No Service Credit Event arises where a Total Service Failure has already occurred in the relevant month	99.95% of the total time (measured in minutes) during Peak Periods in any calendar month	A Service Failure in a Peak Period shall constitute a single Service Credit Event
2	Total Availability of the Database Service (subject to the Exceptions and Explanatory Notes)	Periods of Service Level Suspensions shall not count when measuring the Service Level achieved	99.5% of the total time (measured in minutes) in any calendar month	Service Credit Events do not apply
3	Completeness of data for publications in the Database		99.5% of the total number of editorial pages from titles within	A Service Credit Event arises where there is:

¹ For the purpose of measuring Service Levels, times quoted are to BST or GMT as applicable on the relevant date

KPI reference	Definition of KPI	Exceptions and Explanatory Notes	Service Levels (XML) ¹	Service Credit Event
	Core Repertoire and Database Supplemental Repertoire		the Database Core Repertoire in XML format (including IDS Backup for these pages) in any calendar month 98% of the total number of editorial pages from titles within the Database Supplemental Repertoire in XML format (including IDS Backup for these pages) in any calendar month	(1) a Service Failure; and (2) as a direct result of the Service Failure the Licensee reverts to scan based production of Cuttings in order to maintain its service to its Clients in accordance with Clauses 7.5 and 8.5 of the Database Licence
4	Completion of data for Monday to Friday first editions of publications in the Database Repertoire (subject to the Exceptions and Explanatory Notes)	The Service Levels for this KPI do not apply to The Evening Standard and publications within the Database Supplemental Repertoire. Only one Service Credit Event arises if NLA fails on both Service Levels.	(1) 98% of the total number of editorial pages by 01.00 ; and (2) 99% of the total number of editorial pages by 04.00 (including IDS Backup for these pages) in any calendar month	A Service Credit Event arises where: (1) the KPI target time for either Service Level is exceeded by more than 30 minutes; and (2) as a direct result of the Service Failure the Licensee reverts to scan based production of Cuttings in order to maintain its service to its Clients in accordance with Clauses 7.5 and 8.5 of the Database Licence

KPI reference	Definition of KPI	Exceptions and Explanatory Notes	Service Levels (XML) ¹	Service Credit Event
5	Completion of data for Saturday and Sunday first editions of publications in the Database Repertoire (subject to the Exceptions and Explanatory Notes)	The Service Levels for this KPI do not apply to The Evening Standard and publications within the Database Supplemental Repertoire. Only one Service Credit Event arises if NLA fails on both Service Levels.	(1) 98% of the total number of editorial pages by 02.30; and (2) 99% the total number of editorial pages by 04.30 (including IDS Backup for these pages) in any calendar month	A Service Credit Event arises where: (1) the KPI target time for either Service Level is exceeded by more than 30 minutes; and (2) as a direct result of the Service Failure the Licensee reverts to scan based production of Cuttings in order to maintain its service to its Clients in accordance with Clauses 7.5 and 8.5 of the Database Licence
6	Completion of data for Monday to Friday final editions of publications in the Database Repertoire (subject to the Exceptions and Explanatory Notes)	The Service Levels for this KPI do not apply to The Evening Standard and publications within the Database Supplemental Repertoire. Only one Service Credit Event arises if NLA fails on both Service Levels.	(1) 98% of the total number of editorial pages by 04.00; and (2) 99% the total number of editorial pages by 06.00 (including IDS Backup for these pages) in any calendar month	A Service Credit Event arises where: (1) the KPI target time for either Service Level is exceeded by more than 30 minutes; and (2) as a direct result of the Service Failure the Licensee reverts to scan based production of Cuttings in order to maintain its service to its Clients in accordance with Clauses 7.5 and 8.5 of the Database Licence

KPI reference	Definition of KPI	Exceptions and Explanatory Notes	Service Levels (XML) ¹	Service Credit Event
7	Completion of data for Saturday and Sunday final editions of publications in the Database Repertoire (subject to the Exceptions and Explanatory Notes)	The Service Levels for this KPI do not apply to The Evening Standard and publications within the Database Supplemental Repertoire as these are subject to different delivery times Only one Service Credit Event arises if NLA fails on both Service Levels.	(1) 98% of the total number of editorial pages by 05.30; and (2) 99% of the total number of editorial pages by 06.00 (including IDS Backup for these pages) in any calendar month	A Service Credit Event arises where: (1) the KPI target time for either Service Level is exceeded by more than 30 minutes; and (2) as a direct result of the Service Failure the Licensee reverts to scan based production of Cuttings in order to maintain its service to its Clients in accordance with Clauses 7.5 and 8.5 of the Database Licence
8	Access to the Web Reporting System.	Periods of Service Level Suspensions shall not count when measuring the Service Level achieved	99.95% of the time (measured in minutes) during each calendar month	

KPI Reference	Definition of KPI	Exceptions and Explanatory Notes	Service Levels
Service Levels for the IDS Hybrid Service (where different) otherwise Service Levels for the XML Data Feed Service and the Database Access Service apply)			
9	Availability of data for Monday to Friday of publications in the Database Repertoire	The Evening Standard and regionals will have different delivery times Post processing is the editing of sub standard clips	20% of all 1st edition content by 22.00, 50% by 23.00, and 98 % 01.00, 1st edition XML and clips will be complete by 01.00, and last edition by 4.00. 1st edition post processing will be complete by 2.30 and last edition by 4.00
10	Availability of data for Saturday and Sunday of	The Evening Standard and regionals will have	30% of all 1 st edition by 22.00, 50% by 24.00, and 98% by 2.30

	publications in the Database Repertoire	different delivery times Post processing is the editing of sub standard clips	1 st edition XML and clips will be complete by 02.00, and last edition by 4.00. 1 st edition post processing will be complete by 3.00 and last edition by 4.30
10 a	Clippings conforming with clippings guidelines	Measured by NLA representative random sample	98% or higher in any calendar month
System Response Times			
11	Pre-defined getobject call	System Response Times IP or cookie authenticated, branded, including user id parameter time to first byte,	< 2400ms
12	Pre-defined checkobject call	System Response Times IP or cookie authenticated , including use rid parameter time to first byte,	< 150ms
13	Pre-defined getauth call	System Response Times IP or cookie authenticated, including user id parameter time to first byte	< 150ms
User Interface			
14	User Interface Access	Encompasses all tools	99.95% measured in minutes during any calendar month
15	Branding Tool Response Time	Time to load branding template.	< 2400ms
16	User Management Interface Response Time	Modify Users	< not tested ms
17	New Organisation Setup Response Time	During Daytime Hours	24 hours from time of initial request
18	New Organisation Setup Response Time	Outside Daytime Hours	24 hours from date of next Working Day
19	Adduser API call	Adds new user	<not tested – to agree laterms
MyArchive API Calls			
20	managearchive	Adds item to user's archive	< not tested– to agree later ms
21	listarchive	Lists items in a user's archive	<not tested– to agree later ms

22	searcharchive	Searches items in a user's archive for the terms supplied	<not tested– to agree later ms
Support			
23	System Support		24 hours, 7 days a week
24	Response Time for calls to the Helpdesk during Working Hours		5 MINUTES
25	Response Time for emails to the Support Email during Working Hours		30 minutes
26	Resolution of Support enquiries during Peak Hours		1 hour
27	Response time for calls to the Overnight Support Number		15 minutes from notification
28	Resolution of calls to the Overnight Support Number		1 hour from notification.
Reporting (including the Web Reporting Service)			
29	Changes to Standard reports		Estimate will be provided to the Licensee within five (5) Working Days of a request.
30	Changes to the Licensee's set-up		Estimate will be provided to the Licensee within five (5) Working Days of a request.
31	Bespoke reports		Estimate will be provided to the Licensee within five (5) Working Days of a request.
32	Changes requiring development		Estimate will be provided to the Licensee within five (5) Working Days of a request.

The Licensee acknowledges that NLA may need to revise the Service Levels to accommodate market changes from time to time. Where a change is required NLA will give the Licensee a minimum of 30 days written notification of the proposed change. Licensee may also request changes to Service Levels from time to time. Any change initiated by either party shall be subject to mutual consent.

These Service Levels shall be adjusted to allow for any lateness or incompleteness directly attributable to Publishers or delivery of Content by those Publishers to NLA, provided NLA can demonstrate that appropriate recovery escalation processes were followed and that the Licensees were informed promptly (and in any event within 30 minutes) of any delay or other problems via the Web Reporting System. If on more than 25% of the publication days in any calendar month, a Publisher delivers to NLA less than 75% of the Content within 4 hours of the publication schedule agreed between NLA and the Publisher in respect of that Content (which shall be available to Licensee on request), the Licensee shall have the option:

- a) for titles in the Database Core Repertoire, to remove the title from the Database Core Repertoire and receive a rebate of such pro-rated portion of annual subscription Fees received by NLA, as correspond to the volume of pages that the title in question represents of the total volume of pages in the Database Core Repertoire;

b) for titles on the Database Supplemental Repertoire, to terminate their subscription to that title.

IDS Backup data shall only be taken into account when measuring Service Levels if Licensee has been provided with the relevant page within 30 minutes of the relevant deadline.

NLA will use reasonable endeavours to notify Licensee through the Web Reporting Service as soon as it believes Delayed Delivery (as defined in the Database Licence) is likely for any publication, and will give Licensee permission to invoke its rights under clauses 8.5 and 8.5.2 of the Database Licence Terms and Conditions in advance of the deadlines set where reasonable to do so.

Evening Standard and regionals delivery targets will be:-

Publication	IDS Hybrid Service and XML Data Feed Service
Evening Standard	%Complete 99.0
1 st edition	10.30 a.m.

Licensee agrees they will not and will not allow third parties, to make Cuttings from publications of the Evening Standard available to Clients before 11.00 a.m. on the day of publication.

Regionals: Target delivery times for regionals will be agreed, title by title, at the time of subscription

Service Levels for the Full Page Data Feed Service

	KPI	Service Levels	MMO Escalation	NLA Escalation
1	<u>Availability</u> Availability of the eClips Full Page Data Feed Service during Peak Periods	The Full Page Data Feed Service is monitored 24 hours, 7 days a week. The service will be available 97% of the total time (measured in minutes) during Peak Periods	The Licensee shall report any incident impacting availability using the standard <u>NLA Technical Escalation Process.</u> This process is used in the following events: a) NLA FTP contains no content or no new content b) NLA FTP server is down c) NLA FTP server connection issues	NLA shall notify the Licensee of any scheduled (maintenance) downtime. In the event of an incident, a notification will be sent to the Licensee and a status update sent within 24 hours of an incident being reported or resolved.
2	<u>Completeness</u>	NLA makes no express or implied warranties or representations in respect of coverage but NLA agrees to maintain an automated process for identifying if the number of pages ed for each Newspaper in the Full Page Repertoire is less than the average number of pages for that Newspaper and shall alert Licensee within 6 business hours of the expected completion time for delivery of the 1 st edition of the relevant Newspaper if there is an indication that there are pages missing.	The Licensee shall report any missing content to NLA within 6 days from the date of publication. Reports should be sent to clientservices@nla.co.uk during business hours.	NLA will escalate to the Publisher, where appropriate, instances of missing pages. NLA shall follow up any missing pages identified by its automated process or reported by the Licensee with the publisher by phone or email within 6 business hours of the expected completion time for delivery of the 1 st edition of the relevant Newspaper from the Full Page Repertoire and use reasonable endeavours to supply any such missing pages within one working day of the publication date
3	<u>Timeliness</u>	NLA makes no express or implied warranties or representations in respect of timeliness.		

If over a consecutive period of 2 months NLA consistently fails to deliver sufficient Full Pages for the 1st edition of Newspapers in the Full Page Repertoire in accordance with the Service Levels set out above so that Licensee is prevented from providing a service to its Clients in accordance with generally accepted service levels in the industry, provided the Licensee notifies NLA in advance with relevant details in writing and works with NLA in good faith, NLA shall use all reasonable commercial endeavours to rectify the situation over a maximum period of 30 days (the "Cure Period"). If NLA fails to rectify the situation during the Cure Period notwithstanding the provisions of clause 20 the Licensee may terminate this agreement on 1 month's written notice.

Contacts List

NLA Contact Details

Query Type	Email	NLA Switchboard
MMO related queries	clientservices@nla.co.uk	01892 525 273
MMO Billing queries	accounts@nla.co.uk	01892 525 273
Client Login requests	clientsupport@nla.co.uk	01892 525 273
Missing Print content	MissingContent@nla.co.uk	01892 525 273
Missing Web content	Missingwebcontent@nla.co.uk	01892 525 273
eClips Support	support@nla.co.uk	**on-call emergency out of hours number

Licensee's Contact Details

CONTACT TYPE	Name	Email address	Telephone
Executive			
Commercial			
Financial			
Project Manager			
Service Issues			
Technical			

NLA Escalation Process

Escalation to the NLA should only occur in circumstances where there is an interruption to normal eClips service delivery. Before escalating to the NLA, clients are asked to ensure that internal IT resources are consulted to ensure the issue is not present within the PCA's infrastructure. If the issue is in fact found to be with the NLA service then the PCA must first use the NLA Client Support Tools (found at: <http://cst.nla-eclips.com>) before escalating to the NLA. This will ensure that no issue is escalated to the NLA unnecessarily.

Examples of issues that may require escalation are as follows:

- No XML/IDS files available from the NLA (confirmed in the Client Support Tools)
- Cannot connect using FTP to nla-eclips.com
- Cannot view eClips content (after testing with multiple eClips user accounts)
- PCA branding elements not present on clippings
- Missing or malformed content
- Unavailability of the NLA Client Support Tools
- Any other technical malfunction with the eClips service

Escalation to the NLA during business hours (Mon-Fri 9AM – 5:30PM)

If an issue occurs that requires escalation to the NLA during business hours then the PCA should contact the Client Service team directly via email or via phone.

Details for escalation during business hours are as follows:

- Send email to clientservices@nla.co.uk

When emailing the NLA with an escalation, the following information must be provided to ensure that the issue can be resolved efficiently:

- Contact details for the person making the escalation
- Details regarding the issue that is being escalated
- Details regarding any investigation undertaken by the PCA (please include any error messages or screenshots)
- Confirmation that the NLA Client Support Tools have been reviewed
- Impact the issue is having on the PCA or PCA's clients

Escalation to the NLA outside business hours (Mon-Fri 5:30PM – 9AM, Sat & Sun, UK public bank holidays)

If an issue occurs that requires escalation to the NLA outside UK business hours then the PCA should contact the NLA Service Operations support team.

Details for escalation outside business hours are as follows:

- Ring the NLA Technology Team support number: +44 (0)8444 822 175
 - If the call does not connect for whatever reason, please try the alternate number: +44 (0)20 3393 0665
 - If the phone is not answered immediately, please leave a message providing contact details and a description of the issue.
 - After leaving a message, please send an email to support@nla.co.uk confirming an escalation has been made with contact details & a description of the issue.
- If the escalation is not confirmed by the NLA Service Operations support team within 5 minutes, please call the support number again.
- If the escalation is still not confirmed within another 5 minutes, please escalate the issue to the NLA Technology Team Incident Manager" number: +44 (0)1892 552 864.

Missing NLA Content

The NLA Client Support Tools (Unavailable Pages site) provide a list of any content which has been determined to be missing. The reasons for missing content can vary but tend to be due to the NLA not receiving the content from the publisher. The list of missing content is managed by the NLA's production facility and is updated as status changes. Please note; missing content posted to this site is only at the title, book & page level. Article level reporting is not made.

If a client has verified that content is missing and does not appear on the Client Support Tools or is at an article level, then escalation to the NLA should be made using the following processes.

Details for escalation regarding any missing content during business hours are as follows:

- Send email to clientservices@nla.co.uk

Missing Content: Title, Book or Page

The process to follow regarding missing content at a title, book or page level **outside business hours** is as follows:

1. A client suspects a missing book or page.
2. If the missing book or page is **not** listed on the Unavailable Pages site, check the Flat Plan to see if it exists in the NLA database.
3. If the missing content is **not** listed on the Unavailable Pages site or Flat Plan then- escalate to missingcontent@nla.co.uk with the relevant details, including the title, book, page & edition.
4. 4. If it **does** exist in NLA database (as verified by the Flat Plan), check the Client Support Tools to verify if it has been distributed to the client FTP folder.
5. 5. If it **has not** been distributed, then escalate via email to support@nla.co.uk and follow the email with a call to the client support number listed above.
6. 6. If it **has** been distributed, check to see if it is still in the client's FTP area, either by manually logging in or by using the Client Support Tools.
7. 7. If it **is** in the client's FTP folder, the client needs to download the files or escalate internally.
8. 8. If it **is not** in the client's FTP area, check Client Support Tools to verify if the files have already been downloaded by the client.
9. 9. If the Client Support Tools indicate that files **have** been downloaded by the client and are still unavailable, escalate internally.
10. 10. If the missing content has **not** been downloaded, then escalate via email to support@nla.co.uk and call the client support number listed above

Missing Content: Article

The process to follow regarding missing content at an article level **outside business hours** is as follows:

- Send email to missingcontent@nla.co.uk
- When sending email, please include the relevant information to what is missing, which must include Title, Book, Edition, Page & Headline.

Upon the receipt of a missing content escalation, the NLA production facility will investigate the cause and once established will respond to the escalation accordingly within 15 minutes.

Malformed NLA Content

If a client determines that specific content is of substandard quality (i.e. malformed) the NLA provides a facility for reprocessing the affected content.

Details for escalation of malformed content are as follows:

- Send email to reprocessing@nla.co.uk
- When sending email, please include the following information:
 - eClips article ID
 - Detail regarding how the cutting is malformed

Upon the receipt of a reprocessing request, the NLA production facility will review the request per the NLA Clippings Guidelines document.

If the request is deemed valid, the production facility will reprocess the article, upload it to the eClips database, and reply to the escalation.

NLA Service Operations Incident Management Process

It is most likely that any technical issue escalated to the NLA is already being investigated. The eClips service is monitored at all times and issues are escalated to the NLA Service Operations Engineering team as they occur.

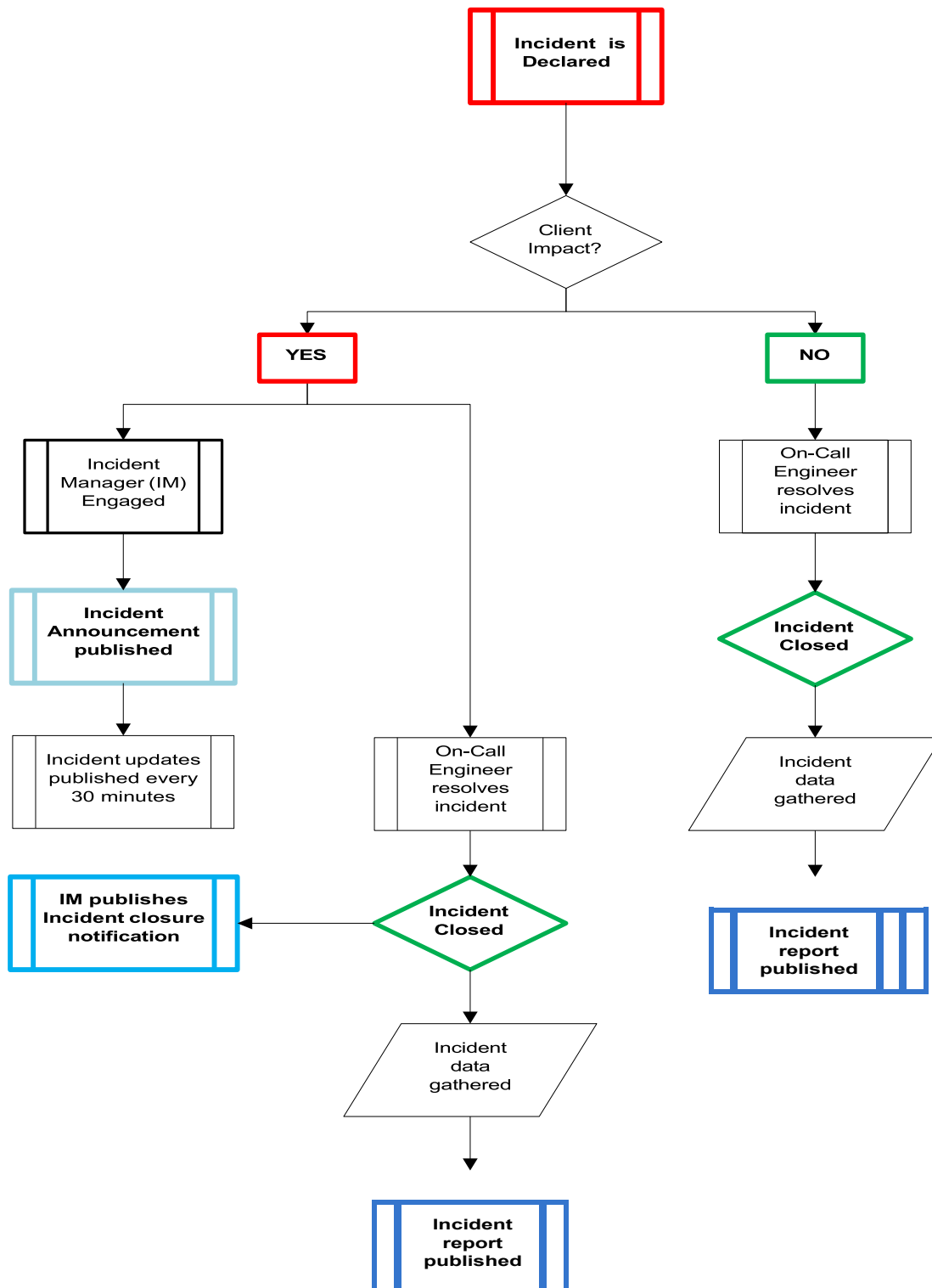
When an issue arises within the eCips service that is determined to cause client impact an incident is declared by the on-call engineer. Once an incident is declared, the Incident Management process begins.

The Incident Management process ensures that clients:

- are *aware of an incident* occurring
- understand the *impact of the incident*
- know when an update will be provided on the *status of the incident*
- know when the *incident will be resolved* (if possible)

The Incident Management process ensures that the required resources from the NLA are actively pursuing a swift resolution to the incident and that clients are kept up to date with developments towards resolution.

An overview of the Incident Management process is as follows:



Incident Management Communication

During an incident, the Incident Manager will be available to support clients via the support phone number. The Incident Manager is responsible for maintaining communication with clients and ensuring that the on-call engineer is provided with the necessary resources and information required to resolve the incident as quickly as possible.

All communication during the Incident Management process will be sent to eClips clients via the escalation email alias.

A report following any incident will be made available via the eClips Service Blog within 24 hours of an incident being resolved.

APPENDIX 3

NLA DATABASE SERVICE AUTHENTICATION SPECIFICATION

Each Database Service provides two methods of authenticating users:

- Username and password sign-on
- IP address based authentication

1. Username and password sign-on

Unless IP authenticated, Permitted Users of the Database Service are prompted for their username and password to access Database Service.

Each individual user must have their own unique username. These usernames may not be shared.

This username must be unique across all Database Service users.

The username and password are stored encrypted in the user's cookie file, and provided this file exists, the user will only be prompted the first time they access Database Service. MMO and Client administrators are able to create and manage user names and passwords in real-time.

Usernames and passwords must be a minimum of 4 characters. There are no restrictions on length, formatting or complexity though clients are encouraged to use a minimum 8 character password incorporating numbers, letters and other characters.

Usernames and passwords do not expire and do not need to be periodically changed though clients are encouraged to do so.

MyArchive requires users to have an explicit username and password

Regardless of authentication method, users of the MyArchive Service must create a unique username and password for each user that will be accessing the archive. Other than for Option 2 users this would be their standard eClips ID and password.

All Database Service usage requires the use of permanent or session cookies

Using cookies allows users to access a Database Service without requiring them to enter their login details once they have already done so. Any exception is subject to NLA written approval.

2. IP address based authentication (Option 2 clients only)

Each Database Service supports single IP addresses, IP address ranges (eg 192.168.2.1 to 192.168.2.20) and wildcards (eg 192.168.2.*) or multiple instances of the above.

These may be used for NLA option 2 clients only. In each instance NLA must first verify and confirm in writing that a valid Option 2 licence exists, and will require the client to confirm the IP address range will be used in context of the relevant licence only.

Each Database Service supports clients having multiple IP addresses.

With IP based authentication users are not presented with a login screen.

Each Database Service will still set a permanent cookie for all IP authenticated users in order to track numbers of active users. This cookie will be an incrementing number set every time a user connects who does not have a cookie (and therefore may overstate user numbers if users delete their cookies). MMO users will not need to set cookies.

IP authenticated users can only access a Database Service outside of their office provided they are using a user name and password logon, or VPN or other mechanism that allows them to appear from a recognised IP address.

The supported IP addresses must be registered on the Database Service 24 hours in advance and cannot be configured in real-time.

APPENDIX 4 – FORM OF EXCEL SPREADSHEET FOR MONTHLY RETURN

NLA MONTHLY RETURN – DATABASE LICENCE

This form is for the recording and submission to NLA of all copying under NLA's Database Licence. The form should be submitted monthly

Licensee Name	
Licensee No.:	
Licence No.:	
From Date:	
To Date:	

No. of Clients:	
-----------------	--

NEWSPAPERS IN THE NATIONAL REPERTOIRE

NO. OF CUTTINGS SUPPLIED

Title Code	Title Name	Client Name	Client Name	Client Name	Client Name	Client Name	TOTAL
DM	Daily Mail						0
DS	Daily Star						0
DSS	Daily Star Sunday						0
ES	Evening Standard						0
I	Independent						0
O	Observer						0
SE	Sunday Express						0
DE	The Daily Express						0
DMI	The Daily Mirror						0
DT	The Daily Telegraph						0
G	The Guardian						0
MS	The Mail on Sunday						0
P	The People						0
SU	The Sun						0
SM	The Sunday Mirror						0
ST	The Sunday Telegraph						0
STI	The Sunday Times						0
T	The Times						0
Total Cuttings supplied		#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Total no. of viewings of cuttings supplied							0
Average Number of Permitted Users in the period							0

APPENDIX 5

DATABASE CORE REPERTOIRE

LONDON NATIONALS

NLA eClips includes the first and subsequent London editions of all UK nationals including most Supplements:

Daily Express	The Daily Telegraph
Daily Mail	The Guardian
Daily Mirror	The Independent
Daily Star	The Observer
Daily Star Sunday	The People
Evening Standard	The Sun
Mail on Sunday	The Sunday Telegraph
Metro	The Sunday Times
Sunday Express	The Times
Sunday Mirror	I

APPENDIX 6

APPROVAL PROCESS

1. MMO CLIENTS

- 1.1. Prior to supplying Cuttings to a Client, the MMO must notify NLA and adopt the following procedure:
 - 1.1.1. The MMO will notify NLA via email, in a standard format (as advised by NLA to the MMO from time to time) which shall include details of the Client wishing to subscribe to a Database Service.
 - 1.1.2. NLA will use reasonable endeavours to respond to MMO notifications within 24 hours of receipt and in any event within 48 hours of receipt, the parties acknowledging that where the notification is received on a non Working Day, for the purposes of this Appendix 6 it will be deemed received on the next Working Day. NLA response will confirm whether such Client has an appropriate licence in place with NLA.
- 1.2. Where such Client has an appropriate licence in place with NLA:
 - 1.2.1. The MMO may begin providing the Database Service to such Client immediately upon receipt of NLA's confirmation, the parties acknowledging, however, that such Client may not have all required NLA licences in place. By way of illustration, although the Client may have a paper licence in place with NLA it may require a digital licence in addition and/or new NLA licences in respect of use by new business divisions.
 - 1.2.2. In the event the Client needs a licence extension/upgrade to their subsisting NLA licence such Client must:
 - 1.2.2.1. obtain the relevant extension / upgrade within 28 days of receiving notification from NLA; and
 - 1.2.2.2. complete a 2 week audit upon commencement of the Database Service and during this 28 day period.
 - 1.2.3. If the Client fails to obtain the required extension / upgrade within such 28 day period, immediately upon receipt of notification from NLA, the MMO will immediately cease to provide the Database Service to such Client.
- 1.3. Where such Client has no licence in place with NLA:
 - 1.3.1. In order to provide time for the Client to complete NLA's licence application procedure, the MMO may start providing the Database Service to such Client, for a maximum period of 7 days from the date the MMO receives NLA's response referred to in paragraph 1.2 above of this Appendix 6.
 - 1.3.2. If such Client fails to complete NLA's licence application procedure within such 7 day period, immediately upon receipt of further notification from NLA to this effect, the MMO will immediately cease to provide the Database Service to such Client.
 - 1.3.3. The Client will be required to complete a 2 week audit immediately upon commencement of the Database Service.

2. PROSPECTIVE CLIENTS

The MMO may provide access to Cuttings up to five (5) named Permitted Users at a Prospective Client on a trial basis in accordance with the provisions of clauses 20.2 and 11.11, those named Permitted Users being fixed for the duration of the trial period there being no right to swap or substitute names. At the end of the 30 day trial period, if the Prospective Client wishes to subscribe

to the Database Service, the parties will adopt the procedures set out in paragraph 1 of this Appendix 6.

APPENDIX 7

DATABASE SUPPLEMENTARY REPERTOIRE

Title

Licensee may remove titles from the Database Supplementary Repertoire on one months' written notice to NLA, such notice to expire at any time after the first 12 months of the Term.

APPENDIX 8

Image Data Service Hybrid - Security Features

1. Prior to the Start Date of your Database Licence for use of the Image Data Service Hybrid you will send NLA details of the system design, network topography, authentication design, reporting system design, authentication mechanisms and physical location of all components of the Secure MMO Database.
2. The Secure MMO Database and system you use to host and store the Image Data Feed content must incorporate at a minimum the following security features:
 - all security features adopted as best practice in generally accepted industry standards to ensure the content stored is secure from deliberate and accidental copying and any unauthorised access;
 - processes to minimise the number of personnel accessing the database and the number of access points to the database;
 - a process sequentially logging all external client access requests for Image Data Feed content stored on the database and logging Counter Data in respect of those access requests;
 - a reporting system which meets the monthly reporting requirements set out in clause 14 of this Database Licence.
3. For audit purposes, the Secure MMO Database must ensure that sufficient information (including file names) is retained to enable files stored on the Secure MMO Database to be mapped to NLA's files contained within the original Image Data Feed.
4. During the period of your Image Data Service Hybrid licence, you will notify NLA of any material changes to the operation, functionality or design of the Secure MMO Database which you propose make. Except in the event of imminent technical failures that would put the Secure MMO Database out of action, such material changes will be subject to NLA's prior written consent, which shall not be unreasonably withheld. Material changes made without NLA's prior approval will be notified to NLA as soon as possible and in any event within 12 hours of you making the material change.
5. You will supply to NLA on a daily basis and by no later than 2 am (GMT/ BST) by FTP file transfer (or such other method as NLA may specify from time to time) all Counter Data in respect of all access requests to Cuttings made on the immediately preceding day.
6. You will ensure the Secure MMO Database and its supporting systems, incorporate processes which demonstrate compliance with these Security Features.
7. You acknowledge that audits carried out pursuant to clause 6.5 of this Database Licence will be carried out by reference to these Security Features and will cover items in the Audit Scope.

APPENDIX 9

MMO REQUIREMENTS

"MMO Requirements" means the reasonable performance and functionality requirements of the MMO's for services delivered under the Paper and Electronic Licences including the commingling of articles from different repertoires, consistent branding and consistent Keyword highlighting. NLA notes the ability to produce high volumes of hardcopy faxed and digital packs of clips for clients comprising:

- commingled clips from NLA's Database , NLA and non-NLA sources;
- standardised layout, branding and complex Boolean highlighting of Keywords for all clips, regardless of the source or repertoire;

APPENDIX 10

Audit Scope

The audit referred to in clause 6.5 of this Database Licence will cover the following items insofar as the Inspector reasonably determines that they are relevant solely to verify that they are managed in a manner that facilitates compliance with the Image Data Service Hybrid Security Features set out in Appendix 8 and the specific obligations set out in clause 6 of this Database Licence. The Audit shall not include commenting on any aspect of the Licensee's operations that are not materially relevant to the Security Features or obligations.

- Plan and Organise
 - **Define the Information Architecture**
 - Enterprise information Architecture
 - Data Dictionary
 - Data Classification
 - Integrity Management
 - **Define the IT Processes, Organisation and Relationships**
 - IT Organisational Structure
 - Roles and Responsibilities
 - Risk and Security Management responsibility
 - Data and System Ownership
 - Segregation of Duties
 - **Manage Quality**
 - Standards and Practices
 - Development and acquisitions standards
 - **Assess and Manage IT Risks**
 - IT and Business Risk Management alignment
 - Risk Management Plans
 - **Manage Projects**
 - Project Management framework
 - **Manage Changes**
 - Change Standards and Procedures
 - Impact assessment
 - Management of emergency changes
 - Change status tracking and reporting
 - Documentation and Closure procedures
 - **Install and Accredite Solutions and Changes**
 - Training
 - Testing
 - Implementation
 - Test Environment
 - Data Conversion
 - Change Testing
 - User Acceptance Testing
 - Promotion to Production Control
 - Post Implementation Reviews
- Deliver and Support
 - **Manage Third-party Services**
 - Supplier Risk Management
 - Security
 - NDA

- Supplier performance Monitoring
 - Performance against contractual agreements
- **Ensure Continuous Service (DR)**
 - Backup and storage facilities
- **Ensure Systems Security**
 - IT Security Plan
 - Identity Management
 - Internal, External and Temporary accounts
 - User Access Rights
 - User Account Management
 - Procedures for Starters, Leavers and changes to users accounts
 - Account policies – Password, Lockouts, Timeouts
 - Audit Policies
 - Security testing and monitoring
 - Security Incident Management
 - Protection of security technologies
 - Restricting access to security devices
 - Restricting access to security documentation
 - Network security
 - Firewalls
 - Security appliances
 - Network segmentation
 - Intrusion Detection
 - Exchange of sensitive data
- **Manage the Configuration**
 - Configuration Repository and baseline
 - Configuration Integrity review
- **Manage Data**
 - Data storage and retention procedures
 - Media Library Management
 - Ensure usability and integrity of data
 - Disposal of data and media
 - Backup and restoration
- **Manage the Physical Environment**
 - Site Selection and Layout
 - Physical Security Measures
 - Physical Access
 - Protection against environmental Factors
- **Manage Operations**
 - Documented Operational Procedures

APPENDIX 11

Full Page Data Feed – Paper Subscriptions

In witness of which the parties have executed this Agreement, and agree that it shall enter into effect on the Commencement Date. For the avoidance of doubt, the parties agree that the only Licence(s) and Schedule(s) which apply shall be the Licence(s) and Schedule(s) corresponding to the ticked licence option(s) in clause 1 of this Agreement.

SIGNED for and on behalf of)
NLA MEDIA ACCESS LIMITED)
)

By (enter full name of signatory):

Position:

SIGNED for and on behalf of)
(enter full business name),)
)

By (enter full name of signatory):

Position:

Date: