

eClips International End User Licence – Terms and Conditions

1. Definitions Used In These Terms

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

'Data Protection Legislation' means all applicable laws and regulations relating to the processing of personal data and/or privacy;

'Digital Cutting' means an article, report, artistic work (including for the avoidance of doubt photographs), advertisement or other item from a Selected Newspaper in a digital format which has been selected by the Link Provider, pursuant to the Link Provider's licence from the NLA;

'eClips International Service' means the NLA's proprietary internet based service known as "eClips" by which Digital Cuttings, hosted on the NLA's eClips database, are accessed by the Licensee via Links;

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

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

'NLA' means The Newspaper Licensing Agency Limited registered in England and Wales under Company Number 3003569 whose registered office is at Wellington Gate, 7 & 9 Church Road, Tunbridge Wells, Kent TN1 1NL;

'NLA Newspaper' means any of the publications (including but not limited to newspapers) included on the eClips International Service from time to time;

'Permitted User' means an employee of the Licensee or an Affiliate, or an independent contractor or consultant engaged by the Licensee or an Affiliate whose name the Licensee provides to the Link Provider as authorised to use the eClips International Service;

'Privacy Policy' means the NLA's privacy policy for the eClips International Service, a copy of which is available at www.nla.co.uk;

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

'Service Fee' means the Link Provider fees payable to the Link Provider for the eClips International Service, details of which can be obtained from the Link Provider;

'Terms' means the terms of this licence, and (only if the Licensee will be reporting paper copying to the NLA) Annex A;

'Viewing Period' means, for each Digital Cutting, the period of 28 (twenty eight) days from when it is first made available to the Link Provider via the eClips International Service.

2. NLA eClips International Service

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

- a. receive Links from the Link Provider, and use the Links to access the Digital Cuttings using the eClips International Service;
- b. view, retrieve and display the Digital Cuttings on screen; and
- c. make 1 (one) paper copy only of each Digital Cutting for personal use only.

2.2 The rights granted to the Licensee under these Terms cannot be transferred, licensed or assigned to any third party without the NLA's prior consent in writing.

2.3 The Licensee is responsible for (at its cost) the systems and services required to access the eClips International Service.

3. The Licensee Obligations

3.1 The Licensee must not, and must ensure that its Permitted Users do not:

- a. except as expressly permitted by the NLA, reproduce, distribute, display, sell, publish, broadcast nor circulate Digital Cuttings accessed via the eClips International Service;
- b. remove, conceal or alter any copyright and/or proprietary notices contained in the eClips International Service, or the Digital Cuttings accessed via the eClips International Service;
- c. disclose any Permitted User's password to any person other than that Permitted User, nor otherwise enable, encourage or allow any person other than a Permitted User to access and/or use the eClips International Service for any purpose or in any manner;
- d. store Digital Cuttings nor any other material accessed using the eClips International Service in electronic form as part of any library or archive of information;
- e. further copy or scan hard copies of the Digital Cuttings, except so far as may be expressly permitted by an appropriate subsisting licence;
- f. use the eClips International Service for any external or re-sale purposes, including the mass, automated or systematic extraction and/or re-utilisation of any part of the eClips International Service;
- g. reverse engineer, decompile, or disassemble any software contained in the eClips International Service nor attempt in any other manner to obtain the source code(s); nor
- h. encourage assist or allow (i) any person other than a Permitted User to exercise the rights granted in clause 2.1, nor (ii) any use (or attempted use) of a Digital Cutting after the Viewing Period for it has expired.

3.2 The Licensee agrees:

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

3.3 The Licensee acknowledges that, on subscribing to the eClips International Service, the Licensee and/or its Permitted Users will have to provide personal information, including contact details. If the Licensee wishes the NLA or its business partners to use such personal information to contact the Licensee and/or its Permitted Users in relation to potential marketing opportunities, the Licensee should indicate this by making the appropriate choice during registration, or by subsequent request in writing to the NLA. In any event, in subscribing to the eClips International Service, the Licensee grants NLA the right to use such personal details for reporting and account management purposes in accordance with the Privacy Policy. The Licensee shall procure that all such personal details are provided (and can be used by the NLA for the purposes mentioned in this paragraph) in compliance with Data Protection Legislation, and that individual consents which may be required in order to ensure such compliance are obtained from the relevant individuals.

4. Reservation of Rights

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

4.2 The NLA may alter, retract, suspend and/or withdraw the whole or part of any Digital Cuttings and/or publish corrections if the NLA reasonably considers that (i) it may be legally liable to third parties in respect of such Digital Cuttings, and/or (ii) such Digital Cuttings contain any Rights Restricted Material. The NLA will have no liability to the Licensee in these circumstances.

4.3 The NLA reserves the right from time to time to amend these Terms, or the functions or facilities of the eClips International Service, or any part of it, subject to giving the user one month's advance notice.

5. Liability

- 5.1 The NLA provides the eClips International Service "as is", and without warranty of any kind. To the fullest extent permitted by law, the NLA disclaims all express and implied conditions and warranties regarding the eClips International Service.
- 5.2 The NLA will not be liable for any (i) loss of business, revenue, profits or anticipated savings or wasted expenditure, or for any indirect, special or consequential loss or damage arising from access to or use of the eClips International Service, or (ii) delay or failure regarding the eClips International Service where this is due to circumstances beyond the NLA's control.
- 5.3 The NLA does not exclude or limit its liability to the extent such exclusion or limitation is prohibited by law including for death or personal injury caused by the NLA's negligence.

6. Term and Termination

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

7. General

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