

NEWSPAPER LICENSING AGENCY ECLIPS IRELAND LICENCE**DATE:** [INSERT DATE]**PARTICULARS****Licensee:** [Insert Company Name and Address]**Licensor:** **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 (**"the Licensor"**)**Start Date:** [Insert Date]**WHEREAS:**

- a. Newspaper publishers have authorised the Licensor to make available the eClips Ireland Service (as defined below).
- b. The Licensor has authorised the PCA to make available the eClips Ireland Service to its Clients on the terms and conditions as set out in this eClips Ireland Licence.

1. DEFINITIONS**"Agreed Client Services"** means:

- (i) planning, monitoring and evaluation services provided to a direct Client of the Licensee; or
 - (ii) internal use, only in connection with PR and marketing functions,
- provided always that such direct Client has an existing and adequate End User Licence from the Licensor;

"Archive Period" means the period of up to 27 days following the Deadline (or such other deadline as may be indicated next to the publication's name in the eClips Ireland Repertoire);**"Client"** shall mean a client of the Licensee which is party to a valid and subsisting End User Licence, to which the Licensee delivers Links;**"Copy"** means a copy of a Cutting produced by laser printing, photocopying or hard-copy fax;**"Cutting"** means an article, column, report, photograph or other item in electronic form produced or supplied by the Licensor, in the form that it appeared in the Newspaper. For the avoidance of doubt, a Cutting does not include a Copy nor any article, column, report or other item derived from a Newspaper website;**"Database Site"** means the website through which the NLA Database can be accessed and which is located at the URL <http://www.nla-eclips.com> or such other URL as the Licensor may notify the Licensee of in writing from time to time;**"Data Protection Legislation"** means all applicable laws and regulations relating to the processing of personal data and privacy;**"Deadline"** means:

- in respect of Cuttings published Monday to Friday (excluding public holidays), 11:58pm London time on the day of publication;
- in respect of Cuttings published on a Saturday, Sunday or public holiday, 11:58pm London time on the next ordinary weekday;

"eClips Ireland End User Licence" means a licence from the Licensor to a Client in the form of the terms set out in Appendix 4;

"eClips Ireland Licence" means together the terms and conditions set out in this agreement including its Appendices (as amended from time to time);

"eClips Ireland Repertoire" means the publications set out in Appendix 7, as amended from time to time by the Licensor by notice in writing to the Licensee;

"eClips Ireland Service" means the service(s) identified in the above Particulars and described more particularly in the Service Descriptions set out in Appendix 1;

"eClips Ireland Tariff" means the tariff from time to time in force, setting out the fees due to the Licensor in consideration of the rights granted by this eClips Ireland Licence, the current form of which at the time of this eClips Ireland Licence is set out in Appendix 6;

"Evaluation Service" means a service whereby the Licensee provides charts and graphs to a Client, showing trends across a number of publications of articles about that Client, as assessed by an evaluator who is an employee of the Licensee, on a positive/neutral/negative scale; and which does not involve delivery to the Client of any Cutting or Copy;

"Fees" means fees for use of the eClips Ireland Services, as set out in the eClips Ireland Tariff;

"Initial Term" means the period of 12 months from the Start Date, subject to earlier termination in accordance with the provisions of this eClips Ireland Licence;

"Inspector" means an independent accountant or firm of accountants, or an appropriate IT professional (or such other professional as the Licensor determines is necessary), appointed by the Licensor to exercise its rights under clause 6 of this eClips Ireland Licence;

"Licensee" means the legal entity identified as Licensee in the Particulars;

"Licensor" means the legal entity identified as Licensor in the Particulars;

"Link" means a password controlled electronic link to a Cutting;

"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 pursuant to this eClips Ireland Licence;

"Monthly Return" means the Licensor's eClips Ireland monthly return, in the form of an Excel spreadsheet, as amended by the Licensor from time to time by advance notice in writing to the Licensee, the current version of which (as at the date of this eClips Ireland Licence) is set out in Appendix 5;

"Newspaper" means any of those publications that from time to time form part of the eClips Ireland Repertoire;

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

"Particulars" means the specific terms set out at the front of this eClips Ireland Licence, immediately under the heading "Particulars";

"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;

"Rights Restricted Material" means material for which a licence cannot be granted.

"Selected Cutting" means a Cutting which the Licensee selects for its Client(s) during the Selection Period;

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

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

"Service Level Schedule" means Appendix 2;

"**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. "**Summaries**" has the same meaning;

"**Start Date**" means the date set out in the Particulars to this eClips Ireland Licence;

"**Viewing Period**" means the period of 28 (twenty eight) days following the relevant Deadline (or such other period as may be indicated next to the publication's name in the eClips Ireland Repertoire);

"**Working Day**" means a day (other than a Saturday, or a Sunday or a bank or other statutory holiday) on which English banks are ordinarily open for business;

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

2. PROVISION OF THE ECLIPS IRELAND SERVICE

- 2.1. In consideration of the payment of the Fees and subject to the Licensee complying with the terms of this eClips Ireland Licence with effect from the Start Date, the Licensor shall make available and provide the Licensee with the eClips Ireland Service.
- 2.2. The Licensor will use its best endeavours to provide the eClips Ireland Service to the Licensee in accordance with the Service Level Schedule.
- 2.3. The Licensee undertakes in applying for the eClips Ireland Licence that it will not copy nor reproduce any material from Newspapers other than as is permitted by law or is within the scope of this eClips Ireland Licence.
- 2.4. Save as otherwise expressly permitted by this eClips Ireland Licence, the Licensee shall not make any alterations to any extract or Cutting and shall not store any material copied from Newspapers in electronic form as part of any library or archive of information.
- 2.5. This eClips Ireland Licence does not confer on the Licensee any rights whatsoever in respect of Summaries.
- 2.6. The Licensor hereby grants the Licensee the following rights:
 - 2.6.1. to access the Database Site for the purpose of searching for, viewing and selecting Cuttings on behalf of Clients;
 - 2.6.2. to save searches and to create Links to Selected Cuttings;
 - 2.6.3. during the Selection Period, to select Cuttings on behalf of Clients and create and send to Permitted Users Links to those Selected Cuttings, enabling the Permitted User to view a digital image of the Cutting using PDF technology;
 - 2.6.4. during the Viewing Period, to make Links available to Permitted Users, provided always that access to the Database Site via those Links is controlled using a separate individual username and password for each Permitted User, and each Permitted User is prevented from undertaking themselves any search of:
 - 2.6.4.1. the text of Cuttings;
 - 2.6.4.2. the Database Site; and/or
 - 2.6.4.3. XML Feeds which the Licensor provides to the Licensee,other than to interrogate Meta-Data, to (i) sort and filter Selected Cuttings, and/or (ii) search headlines;
 - 2.6.5. during the Archive Period, to store electronically and access Links to Selected Cuttings, solely for the purpose of re-sending those Links to Permitted Users in circumstances where:
 - 2.6.5.1. the Permitted User did not receive or was not able to access the original Link which the Licensee sent to it; and

- 2.6.5.2. before re-sending such Links to a Permitted User, the Licensee has first informed the Licensor in writing by post, fax or email of these exceptional circumstances, and has provided to the Licensor such supporting information as the Licensor may request,

subject always to the Licensor's right to withdraw this permission and prevent the Links being re-sent if the Licensor becomes aware or has reason to believe that the Licensee and/or any Permitted User or Client is making excessive, inappropriate or otherwise abusive use of the rights granted under this clause 2.6.5. Upon expiry of the Archive Period, subject to the Licensee's rights in respect of Meta-Data set out in clause 2.6.6 below, the Licensee must delete from its IT systems all data which the Licensee has accessed and/or received under the eClips Ireland Service, including without limitation all Cuttings and/or Links (whether accessed, extracted and/or created using the eClips Ireland Service), and all data associated with any of the aforesaid items;

- 2.6.6. to receive, use and store the Meta-Data sent to the Licensee in respect of Selected Cuttings for a maximum period of ten years from the date of publication of that Meta-Data to the Licensee and for the following purposes only:

2.6.6.1. internal indexing and digital rights management;

2.6.6.2. billing and audit purposes; and

2.6.6.3. in connection with Agreed Client Services; and

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

- 2.6.7. to be indemnified for any damages and reasonable legal costs incurred by the Licensee as a result of the Licensee carrying out any of the acts as permitted above, provided that immediately after receiving notice of any claim in respect of or in connection with the rights in this eClips Ireland Licence, the Licensee notifies it to the Licensor without having responded to it (save as to acknowledge receipt of such notice only), after which time the Licensor or the publisher(s) of the relevant Cutting(s) will be entitled in the Licensee's name to conduct the defence of the claim and to compromise it as the Licensor or such publisher may in its absolute discretion see fit.

3. XML DATA FEED SERVICE

- 3.1. If the eClips Ireland Service includes the XML Data Service, the Licensor will grant the Licensee the following additional rights:

3.1.1. to receive a daily XML Feed of Cuttings from the Licensor;

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

3.1.3. to access the Database Site for the purpose of providing an Evaluation Service to Clients.

4. THE LICENSEE'S OBLIGATIONS

- 4.1. The Licensee will not make the Cuttings or Evaluation Service available to any Client who is not party to a valid and subsisting End User Licence, nor to any Permitted User employed by (or performing the functions of an employee for) such a Client.

- 4.2. If the Licensee receives information that a Client is involved in unlicensed copying of newspaper content, then within 48 hours of receiving the information the Licensee shall notify the Licensor (unless such information came from the Licensor), and cease to provide any further services to that Client unless and until the Client has been granted an appropriate licence, permitting it to undertake such activities. The Licensor may (upon being notified by the Licensee) inform some or all of its other licensees of the name of the Client, and of the fact that it is understood to have been involved in unlicensed activities.

- 4.3. The Licensee will not at any time after the relevant Deadline for a particular Cutting send any Client a Link to that Cutting.

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- 4.4. The Licensee acknowledges and agrees that Links and Selected Cuttings which the Licensee has made available to its Clients under this eClips Ireland Licence will not be available to those Clients at any time after the expiry of the Viewing Period.
- 4.5. The Licensee will not (without the Licensor's express permission) send any Links or otherwise make available and/or deliver any Cuttings which the Licensee accesses using an eClips Ireland 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 the Licensee should reasonably be expected to believe is likely to distribute externally those Cuttings, documents and/or data, or make them available to other organisations as part of its business.
- 4.6. Except in the circumstances described in clause 2.6.6, or where the Licensor has given its express permission, the Licensee will not send any Meta-Data or otherwise make available and/or deliver any Meta-Data which the Licensee accesses using an eClips Ireland Service to any Client who the Licensee 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.
- 4.7. The Licensee may not use and shall use all reasonable endeavours to procure that any third party does not use the eClips Ireland Service or content or data made available to the Licensee by way of an eClips Ireland Service:
- 4.7.1. in any manner or for any purpose not expressly permitted under the terms of this eClips Ireland 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 eClips Ireland Licence are reserved to the Licensor;
 - 4.7.2. to decompile, reverse engineer or disassemble any part of the NLA Database, the Database Site, an eClips Ireland Service or its content or any software used in connection with the NLA Database, the Database Site and/or the eClips Ireland Service which for the avoidance of doubt includes any hacking;
 - 4.7.3. to gain or attempt to gain unauthorised access to any servers controlled by the Licensor or its agents;
 - 4.7.4. 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 the eClips Ireland Service or the networks through which the Licensee accesses and uses the Database Site and/or the eClips Ireland Service;
 - 4.7.5. to introduce into the Database Site and/or the eClips Ireland 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 eClips Ireland Service of material containing contaminating or destructive codes such as viruses, worms, Trojan horses or other similar features. The Licensee does not warrant that the applications are free from infection by viruses or anything else that has contaminating or destructive properties; and
 - 4.7.6. except where expressly permitted under the terms of this eClips Ireland Licence, to copy, issue copies to the public, rent or lend, communicate to the public, adapt, extract and/or re-utilise any part of an eClips Ireland Service or Cuttings or other content which the Licensee accesses using an eClips Ireland Service.
- 4.8. The Licensee undertakes not to authorise, incite, or encourage Clients or Permitted Users to reproduce any Copies or Cuttings otherwise than as permitted by licence or by law.
- 4.9. As a condition to the Licensor granting the Licensee this eClips Ireland Licence (and to enable the Licensor to monitor the Licensee's compliance with the terms of this eClips Ireland Licence), the Licensee will provide a member of the Licensor's staff with a free of charge cuttings service for titles from the eClips Ireland Repertoire. The Licensor will inform the Licensee from time to time of the name and contact details of its staff member who will receive the service.

5. CALCULATION AND PAYMENT OF FEES

- 5.1. The Licensee will pay the Fees in respect of the Licensee's use of the eClips Ireland Service.

- 5.2. By not later than the seventh day following the end of each month, the Licensee is required to have delivered to the Licensor by email the Monthly Return for the immediately preceding calendar month, showing the number of Links sent to Clients using the eClips Ireland Service, by publication title and by Client, for the previous calendar month, along with the average number of Permitted Users for each Client in that month.
- 5.3. The Licensor shall issue an invoice for the amount due to the Licensor based on the information provided in the Monthly Return and the Licensee shall pay to the Licensor the amount due (plus any applicable taxes) no later than 30 (thirty) days from the end of the month to which the relevant Monthly Return relates. The Licensor reserves the right to charge interest on any overdue amounts at a rate of 4% above the Bank of England base rate.
- 5.4. In the event for any reason the Monthly Return is not submitted by the due date the Licensor reserves the right to submit to the Licensee an invoice for an estimated amount due for such month which invoices shall be payable as provided in clause 5.3 above. Licensor shall either issue a credit note or further invoice to confirm the actual amount due following receipt of the Monthly Return.
- 5.5. The NLA may amend the eClips Ireland Tariff at any time, by giving the Licensee 3 months prior notice in writing of the revised eClips Ireland Tariff.

6. RECORDS INSPECTION AND AUDIT

- 6.1. The Licensee must keep for inspection by 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 the Licensee's obligations under this eClips Ireland Licences. These records shall in particular (but without limitation) be sufficient to enable verification:
 - 6.1.1. of the Licensee's returns (including delivery of records and invoices to clients);
 - 6.1.2. that the Licensee has complied with its obligations to delete Cuttings from electronic records; and
 - 6.1.3. of the Licensee's compliance with its copyright notice obligations.
- 6.2. The records (including underlying electronic and computer records) kept, and made available for inspection by an Inspector, shall include:
 - 6.2.1. the total number of Links which the Licensee has sent to Permitted Users, broken down by Client, date and publication; and
 - 6.2.2. the number of Permitted Users at each Client and the dates from which they have access.
- 6.3. The Inspector shall have the right to have access to the Licensee's premises during business hours on not less than:
 - 6.3.1. one month's notice for the purposes of carrying out an annual audit; and
 - 6.3.2. 24 hours' notice where the Licensor reasonably suspects that the Licensee is in breach of this eClips Ireland Licence, or that the Licensee is infringing any copyright in a Newspaper,in either case to inspect such of the Licensee's records, computers and business arrangements as may be necessary to:
 - 6.3.3. verify the performance of the Licensee's obligations under this eClips Ireland Licence;
 - 6.3.4. determine whether the Licensee is carrying out any acts which are unlawful or in respect of which the Licensee is not licensed;
 - 6.3.5. check that the Licensee has complied with the copyright notice obligations in this eClips Ireland Licence;
 - 6.3.6. ensure that the Licensee has deleted Copies and Cuttings as required by this eClips Ireland Licence; and/or

6.3.7. ensure that Clients are party to appropriate and valid End User Licences.

- 6.4. The Licensee will comply with the Licensor's reasonable requests to provide statistics of Links made available to Clients over stipulated periods.
- 6.5. The Licensee may request that the Licensor appoint an independent accountant or firm of accountants to conduct an audit of the Licensee's business in accordance with the provisions of this clause 6. The Licensee will be responsible for paying all of the accountants' fees and costs for carrying out the audit. Any such audit so requested by the Licensee shall be entirely without prejudice to our rights under this clause 6 which shall remain unaffected.

7. COPYRIGHT NOTICE

- 7.1. The Licensee will not delete, amend or modify in any way any notice which is endorsed on or otherwise attached to Cuttings which the Licensee accesses on the NLA Database.
- 7.2. The Licensee may not do anything which would prevent such notices from being clearly visible on each Cutting, both when viewed on screen, and when printed.
- 7.3. At any time, on not less than 7 days' notice, the Licensor may request samples of Links sent to Permitted Users, to ensure compliance with these requirements.

8. RESERVATION OF RIGHTS

- 8.1. The Licensor may temporarily or permanently grant only limited access or deny access to the Database Site or any eClips Ireland Service or any part of it, or remove any information where the Licensor reasonably considers that the Licensee is or is likely to be contravening any of the provisions of this eClips Ireland Licence. Prior to exercising these rights, the Licensor will notify the Licensee in writing, specifying the actions required to rectify the situation. The Licensee must take the specified remedial action within 7 days from the date of the Licensor's notification, unless the Licensor, 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 the Licensee must rectify the contravention within such shorter timescale. The Licensor will ensure its actions are commensurate with the effects of the contravention.
- 8.2. The Licensor may:
- 8.2.1. refuse to grant, or may terminate, a licence to a Client; or
- 8.2.2. temporarily or permanently deny a Client or a Client's Permitted Users access to the Database Site or any eClips Ireland Service or any part of it

where the Licensor reasonably considers that the Client or any of its employees or agents have made or are likely to make further copies of Cuttings outside the scope of this eClips Ireland Licence, without having obtained an appropriate licence to permit such further copying.

- 8.3. Where the Licensor reasonably considers that a Client is or is likely to be contravening any of the obligations referred to in clause 4, the Licensor may arrange for the temporary or permanent disabling of the Client's access to the whole or any part of the Database Site or any eClips Ireland Service. Prior to exercising these rights, the Licensor will notify the Licensee, specifying the actions required to rectify the situation. The Licensee must take and procure that its Clients take the specified remedial action within 7 days of the date of the Licensor's notification, unless the Licensor, 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 the Licensee must rectify and procure that the Licensee's clients rectify the contravention within such shorter timescale. The Licensor will ensure its actions are commensurate with the effects of the contravention and except where the Licensee is responsible for the contravention, at all times endeavour to ensure that the interests of the Licensee and the Licensee's compliant Clients are not compromised.
- 8.4. The right to alter the form, functions, facilities and/or content of the Database Site and/or the eClips Ireland Service from time to time is reserved. The Licensor will give the Licensee 120 days' notice of any such amendments.

- 8.5. It is acknowledged and accepted by the Licensee that the Newspaper publishers reserve the right to alter the form and content of their Cuttings, and may, as such:
- 8.5.1 alter, retract and/or cancel the whole and/or part of articles, and/or publish corrections if they reasonably consider that they may potentially or actually be legally liable to third parties in respect of the content thereof; and
 - 8.5.2 alter, retract and/or cancel the whole or part of articles, in respect of Rights Restricted Material, or if they feel the Cuttings infringe the rights of any third party.
- 8.6 Should the Licensor notify the Licensee of Rights Restricted Material, the Licensee shall ensure, for the benefit of the Licensor and the Newspaper publishers, that it does not distribute any such notified Rights Restricted Material to Clients, and that it retracts any such Rights Restricted Material from any electronic equipment where it may be stored immediately. The Licensee acknowledges that neither the Licensor nor the Newspaper publishers shall have any liability whatsoever for the Licensee's failure to comply with such notice. In addition, the Licensee agrees to indemnify the Licensor and the Newspaper Publishers, and hold them 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 them (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 the Licensee's failure to fully comply with any notice concerning Rights Restricted Material. The Licensee will provide confirmation of compliance with requests on each occasion by email to the Licensor. All such notices will be treated as confidential by the Licensee and its employees, agents and clients.

9. UPGRADES

In the event an eClips Ireland Service is upgraded (by adding publications to the eClips Ireland Repertoire, or by offering additional features or otherwise), the Licensor will (i) inform the Licensee in writing by email, and (ii) post a notice on the Database Site. The Licensee will have the option of upgrading this eClips Ireland Licence to incorporate such upgrades, subject to payment of the relevant fees. Upon receipt of written confirmation from the Licensee that the Licensee wishes to exercise the Licensee's option to receive the upgraded eClips Ireland Service, the terms of this eClips Ireland Licence will automatically apply to such upgraded eClips Ireland Service.

10. LIABILITY OF THE LICENSOR

- 10.1. Subject to clause 2.2 above and the terms of the Service Level Schedule, reasonable endeavours shall be used to ensure that the Database is accessible 24 hours a day, 7 days a week. However, the Licensee accepts that the Database may be subject to downtime caused by routine or emergency maintenance by the Licensor or the Newspaper publishers, or downtime occasioned by third parties or circumstances beyond the Licensor's control, and that the Licensor shall have no liability to the Licensee in respect of such downtime.
- 10.2. Whilst all reasonable measures will be taken to ensure the accuracy and completeness of the Cuttings and other content made available to the Licensee via the eClips Ireland Service, the Licensor makes no warranties or representations, express or implied, that the Database and/or the content made available to the Licensee by way of an eClips Ireland Service is free from error, defects, viruses or omissions.
- 10.3. Care will be taken to ensure that the content of the Database is clear, accurate and easy to read, but the Licensor cannot accept responsibility for inaccuracies, incompleteness, errors or omissions in respect of the content of the Database.
- 10.4. Except insofar as is prohibited by law, the Licensor excludes all express and implied warranties and representations. The Licensor 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.
- 10.5. All reasonable measures to carry out virus checks to prevent the introduction to the Database Site and/or the eClips Ireland Service of material containing contaminating or destructive codes such as viruses, worms, Trojan horses or other similar features will be taken, but the Licensor does not warrant that the applications are free from infection by viruses or anything else that has contaminating or destructive properties.

11. TERMINATION

- 11.1. The eClips Ireland Licence may be terminated by the Licensor by notice to the Licensee taking immediate effect if:
- 11.1.1. The Licensee commits any material breach of the terms of this eClips Ireland Licence and which, if it is a breach capable of being remedied, has not been remedied within 28 days of written notice from the Licensor requiring the Licensee to remedy it; or
 - 11.1.2. The Licensee ceases to carry on business or becomes unable to pay its debts; or
 - 11.1.3. The Licensee has a receiving order made against it, or makes an assignment for the benefit of its creditors, or if a receiver or liquidator is appointed for all or substantially all of the Licensee's assets who is not discharged within 30 (thirty) days of the appointment, or in the event that the Licensee shall petition or consent to any relief under bankruptcy, receivership, liquidation, compromise, arrangement or statutes now in force or hereafter enacted.
- 11.2. This eClips Ireland Licence is terminable by either party by giving 3 (three) calendar month's written notice at any time after the Initial Term and expressed to be effective on the last day of any month.
- 11.3. Termination of this eClips Ireland Licence will be without prejudice to any other rights or remedies of either party or at law, and will not affect any accrued rights, obligations or liabilities of either party, and in particular the Licensor's right to receive any outstanding payments due to it.

12. ANNOUNCEMENTS

- 12.1. Neither party shall issue any press release or other public document containing or making any public statement containing information which relates to this eClips Ireland Licence (including signature of this eClips Ireland 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.

13. 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 or processed by the other Party. Each Party hereby undertakes to the other Party that in such circumstances they will in respect of such personal data comply with any obligations under any Data Protection Legislation.

14. NO PARTNERSHIP

Nothing in this eClips Ireland Licence is to be taken to constitute a partnership between the parties and neither party is to hold itself out as the partner of the other. The Licensor shall not be liable for any act or omission of the Licensee and the Licensee is not by virtue of the eClips Ireland Licence to be entitled to pledge the Licensor's credit or to sign any document or enter into any contract or make any promise on the Licensor's behalf.

15. CORPORATE STRUCTURE

The Licensee will keep the Licensor fully informed as to any changes in the Licensee's company name, structure or control.

16. LIMITATION OF LIABILITY

- 16.1. The Licensor will not be liable under this eClips Ireland Licence 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.
- 16.2. The maximum aggregate liability of the Licensor under or in connection with this eClips Ireland Licence, whether in contract, tort (including negligence) or otherwise, will in no circumstances exceed the total fees payable by the Licensee hereunder during the preceding 12 months.
- 16.3. These limitations of liability shall not apply in respect of any damage caused to the Licensee by the negligent act or omission of an Inspector whilst on the Licensee's premises.

17. NOTICE

Any notice given under this eClips Ireland Licence is to be in writing signed by or on behalf of the party giving it to the other, at the address stated in the Particulars or to such other address as the party to whom the notice is given may have designated in writing for the purpose.

18. SEVERABILITY OF PROVISIONS

If any one or more of the provisions of this eClips Ireland Licence, 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.

19. ENTIRETY OF AGREEMENT

This eClips Ireland Licence and the eClips Ireland Tariff contain the full agreement and understanding between the parties in respect of the eClips Ireland Service, and supersede any previous licences that the Licensor may have granted to the Licensee in respect of the eClips Ireland Service.

20. ASSIGNMENT

The Licensor may assign the benefit of this eClips Ireland Licence to any person, at its absolute discretion. Without the Licensor's prior written consent, the Licensee is not entitled to assign or sublicense the benefit of this eClips Ireland Licence or any of the Licensee's rights or obligations under it, without the prior written consent of the Licensor.

21. NO WAIVER

If the Licensor waives any breach by the Licensee or the Licensee's default of any of the provisions of this eClips Ireland Licence, that is not to be construed as a waiver of any later breach or other provision. Nor is any delay or omission on the Licensor's part to exercise or avail itself of any right, power or privilege that the Licensor have or may have under the eClips Ireland Licence to operate as a waiver of any breach or default by the Licensee.

22. CUMULATIVE REMEDIES

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.

23. AMENDMENTS

Without prejudice to the Licensor's right to amend the eClips Ireland Tariff and the eClips Ireland Repertoire from time to time, and to make amendments to this eClips Ireland Licence as specifically provided for elsewhere in this eClips Ireland Licence, this eClips Ireland Licence may only be amended in writing signed by a duly authorised representative of each party.

24. GOVERNING LAW AND JURISDICTION

This eClips Ireland Licence is 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 eClips Ireland Licence.

APPENDIX 1

ECLIPS IRELAND SERVICE DESCRIPTIONS

All times referred to in this Appendix are London times.

1. DATABASE ACCESS OVERVIEW

- The Database Access service is designed to allow the Licensees to use the NLA Database to create links to Cuttings for Clients and allow production of paper copies.

The Service

The Database Access service consists of;

- access to the NLA Database
- a user interface giving the Licensee (but not Clients) the ability to search the database for client-specific terms from all national titles in the eClips Ireland 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 on the day of publication:
 - between midnight and 1am (first editions) and by 4am (last editions) for Monday-Friday editions; and
 - between 00.30 and 2.30am (first editions) and by 5.30am (last editions) for Saturday and Sunday editions or such other time as may be indicated next to the publication's name in the eClips Ireland Repertoire;
- all stories from first and last London editions, and
- the ability to extract Links for transmission to clients giving clients the ability (subject to having a valid 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.

The Licensee's delivery of Links to Clients and access to those links by Clients is embargoed until 4am on the date of publication.

2. XML DATA FEED OVERVIEW

- The XML Data Feed is designed to allow maximum flexibility to Licensees 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 newspaper material covered in the eClips Ireland 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 on the day of publication:
 - between midnight and 1am London time (first editions) and by 4am London time (last editions) for Monday-Friday editions; and

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- between 00.30 and 2.30am (first editions) and by 5.30am (last editions) for Saturday and Sunday editions or such other time as may be indicated next to the publication's name in the eClips Ireland Repertoire;
- all stories from 1st and last London editions (UK titles);
- the ability to view images of selected stories in PDF format on the NLA database;
- the ability to extract Links for transmission to clients giving clients the ability (subject to having a valid 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.
- The Licensee's delivery of Links to Clients and access to those Links by Clients is embargoed until 4am on the day of publication unless the Licensor has given its prior written consent for the Licensee to do so in respect of particular Clients.

3. **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 Licensee contact.
- Emails issued for all changes subsequent to publication.
- All corrections must be applied by the Licensee
- Rights Restricted Materials notification as provided in clause 8.5

APPENDIX 2

SERVICE LEVEL SCHEDULE

1. BACKGROUND AND DEFINITIONS

- 1.1. This Service Level Schedule sets out the service levels which the Licensor will work to when delivering the Database Service and the mechanism by which Service Failures will be managed.
- 1.2. In this Service Level Schedule, defined terms have the meanings given below (in addition to those set out in clause 1 of the eClips Ireland Licence):

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

"Emergency Maintenance" means any maintenance provided by the Licensor where:

- the Licensee reasonably suspects that the System or an eClips Ireland Service or any part of them has or may have developed a fault and notifies the Licensor of the same; or
- the Licensor reasonably suspects that the System or an eClips Ireland 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

"Force Majeure" means any cause affecting the Availability of the eClips Ireland Service beyond the Licensor'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;

"Non-Peak Hours" means 6pm to 8am London time on Monday to Friday and any time on Saturday or Sunday or any UK public holiday London time;

"Resolution" means resolving a Service Failure so that the eClips Ireland 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 Levels" means the key performance indicators (KPIs) set out in this Service Level Schedule;

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

"System" means the Licensor's proprietary system which hosts the eClips Ireland Service;

"System Support" means availability of the Licensor's staff to answer queries relating to use of the eClips Ireland Service;

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

2. SERVICE LEVELS

- 2.1. The Licensor shall use commercially reasonable endeavours to:

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- 2.1.1. ensure its System is capable of providing the eClips Ireland Service in accordance with the Service Levels;
- 2.1.2. ensure the eClips Ireland Service is made available to the Licensee in accordance with the Service Levels and the rights granted by the Licensor in respect of the relevant eClips Ireland Service;
- 2.1.3. provide System Support in accordance with the Service Levels;

3. SERVICE LEVEL SUSPENSIONS

3.1. The Licensor 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 the Licensor shall notify the Licensee of the occurrence of these events:

- 3.1.1. 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);
- 3.1.2. any Unavailability resulting from:
 - 3.1.2.1. the acts or omissions of the Licensee's local loop provider or any national or Ireland telecoms circuit provider;
 - 3.1.2.2. the acts or omissions of a Newspaper supplier (provided always that the Licensor can demonstrate it has followed such escalation procedures as may be in existence with the relevant Newspaper);
 - 3.1.2.3. the Licensee's applications, equipment, network or facilities;
 - 3.1.2.4. the acts, omissions or wilful misconduct of the Licensee, its agents and/or employees or any Permitted User;
 - 3.1.2.5. reasons of Force Majeure;
 - 3.1.2.6. failure attributable to the Licensee;
 - 3.1.2.7. not authorising software upgrades required to maintain Availability. For the avoidance of doubt the scope of any software upgrades that the Licensor can require the Licensee to undertake shall not require the Licensee to change its hardware or software operating system;
 - 3.1.2.8. failing to install new software releases provided by the Licensor free of charge; and
 - 3.1.2.9. the Licensee instructing the Licensor not to work on a fault or failing to notify the Licensor of a fault which has come to the Licensee's attention.

4. SYSTEM MAINTENANCE

4.1. Scheduled Maintenance

Provided that at least 7 days notice has been provided to the Licensee together with an expected duration of any planned downtime, the Licensor will undertake Scheduled Maintenance during Non-Peak Hours throughout the term of the Licensee's eClips Ireland Licence without the need to obtain the Licensee's consent. The Licensor 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 eClips Ireland Service during periods of Scheduled Maintenance.

4.2. Emergency Maintenance

- 4.2.1. The Licensor shall give as much notice as is reasonably practicable to the Licensee's technical contact prior to carrying out any Emergency Maintenance.

- 4.2.2. Where the Emergency Maintenance will lead to downtime of the eClips Ireland Service, the Licensor will:
- 4.2.2.1. notify the Licensee within one (1) hour of the Licensor receiving notification that an Emergency Maintenance event has occurred; and
 - 4.2.2.2. 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.

5. Disaster Recovery

- 5.1. In providing the eClips Ireland Service the Licensor shall use commercially reasonable endeavours to seek to ensure that there is sufficient redundancy and resilience within its systems, so that there are no operationally significant single points of failure within its database, storage or network infrastructure. Additionally the Licensor shall ensure that:
- 5.1.1. disaster recovery and business continuity plans are in place;
 - 5.1.2. regular backups of data are carried out;
 - 5.1.3. offsite secure storage is utilised; and
 - 5.1.4. resilience and contingency arrangements including disaster recovery and business continuity are in place for hardware used to provide the eClips Ireland Service and the Licensor shall test these at least annually. The Licensor 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.

Service Levels for the Licensor eClips Ireland Service

KPI reference	Definition of KPI	Exceptions and Explanatory Notes	Service Levels
1	Availability of the eClips Ireland Service	Periods of Scheduled Maintenance shall not count when measuring the Service Level achieved	99.5% of the total time (measured in minutes) excluding Non-Peak Periods in any calendar month
2	User Interface Access	Encompasses all tools	99.5% measured in minutes during any calendar month
3	System Support		All time other than Non-Peak Hours
4	Response time for calls to the Licensor's Client Services team during London office hours		30 minutes

Contacts List

The Licensor Contact Details

CONTACT TYPE	Dept / Name	Email address	Telephone
Financial/Executive	Alison Moore	amoore@nla.co.uk	01892 552808
Commercial	Andrew Hughes	ahughes@nla.co.uk	0207 332 9359

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CONTACT TYPE	Dept / Name	Email address	Telephone
Technical (Support)	Technical Support	internationalsupport@nla.co.uk	0207 332 9362
Client Services	Client Support	International@nla.co.uk	0207 332 9362

Licensee's Contact Details

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

The Licensor Escalation Process

The Licensee and the Licensor will follow an escalation process to be agreed between the Parties

APPENDIX 3

NLA ECLIPS IRELAND SERVICE AUTHENTICATION SPECIFICATION

Each eClips Ireland Service provides two methods of authenticating users:

Username and password sign-on

Permitted Users of the eClips Ireland Service are prompted for their username and password to access the eClips Ireland Service.

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

This username must be unique across all eClips Ireland 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 the eClips Ireland Service

The Licensee is 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.

All eClips Ireland Service usage requires the use of permanent or session cookies

Using cookies allows users to access an eClips Ireland Service without requiring them to enter their login details once they have already done so. Any exception is subject to the Licensor written approval.

APPENDIX 4

FORM OF E-CLIPS IRELAND END USER LICENCE

- SECTION 1: DETAILS OF THE LICENSEE

- The Licensee full registered name, together with any trading names (if different)

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

- Licensee full registered address

Street Address

Address Line 2

City

State / Province / Region

Zip / Postal Code

Country

If not applicable use the official address

- Licensee total number of employees

- Licensee business sector (e.g. financial)

- Licensee website URL

- SECTION 2: DETAILS OF THE LICENSEE'S CONTACT PERSON

- Name

First

Last

- Email address

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- Telephone Number

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

- Fax Number

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

- SECTION 3: COPYING DETAILS

- Number of permitted users who will be receiving Digital Cuttings

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

- Does the Licensee wish to print more than one hard copy of a Digital Cutting

- No – there will be no additional paper copying
- Yes – it will report copying to the NLA, and accept that **Annex A** will apply
- Yes – it will report copying to an entity other than the NLA, listed below

If the Licensee wishes to undertake certain acts of copying not permitted by these Terms (nor by any other subsisting licence), including but not limited to printing more than one paper copy of a Digital Cutting, it shall first obtain an appropriate copyright licence from the relevant copyright collecting society for the Licensee's territory (see list above). Where the relevant copyright collecting society for Licensee's territory is the NLA, if you wish to be able to print more than one hard copy you must accept Annex A to these Terms.

- I will report my paper copying to the following entity:

If no national organisation is listed for your territory, you must select the NLA, and Annex A of the licence will apply. If you will not be making paper copies, select NONE in the list.

- SECTION 4: DECLARATION

- I have read, understood and agree to the Terms and Conditions of this Licence

- Yes

Click here to see the Terms and Conditions

You must agree in order to complete the application, Annex A only applies if you are reporting paper copying to the NLA.

- I agree to the NLA or its business partners contacting the Licensee and/or its Permitted Users

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Yes

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

First

Last

- Designation of authorised person

eClips Ireland 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 Ireland 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 Ireland 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 Ireland Service;

'Privacy Policy' means the NLA's privacy policy for the eClips Ireland Service, a copy of which is [\[here\]](#) [\[INSERT HYPERLINK\]](#)/ available at [\[INSERT URL\]](#)];

'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 Ireland Service, details of which can be obtained from the Link Provider;

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'Terms' means the terms of this licence, and (only if the Licensee ticks the box in clause B of the Licensee's Acceptances section of the terms) 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 Ireland Service.

2. NLA eClips Ireland 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 Ireland 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 Ireland 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 Ireland Service;
 - b. remove, conceal or alter any copyright and/or proprietary notices contained in the eClips Ireland Service, or the Digital Cuttings accessed via the eClips Ireland 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 Ireland Service for any purpose or in any manner;
 - d. store Digital Cuttings nor any other material accessed using the eClips Ireland 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 Ireland 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 Ireland Service;
 - g. reverse engineer, decompile, or disassemble any software contained in the eClips Ireland 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. The Licensee may obtain a licence to make paper and digital copies, subject to the terms of Annex A to these Terms, by ticking the box in clause B of the Licensee's Acceptances section of these Terms; and
 - h. 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 Ireland 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 Ireland 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 Ireland 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 Ireland 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 Ireland 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 Ireland 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 Ireland Service, or (ii) delay or failure regarding the eClips Ireland 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 Ireland 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.

ANNEX A

ECLIPS IRELAND END-USER PAPER COPYING LICENCE EXTENSION

Licensee-Specific Details

This Annex amends and supplements the Terms, as set out below.

1. Definitions

1.1 Defined terms used in this Annex A which are defined elsewhere in the Terms shall have the meanings ascribed to them elsewhere in the Terms.

1.2 Definitions used in this Annex A

"Commencement Date" means the date you accept these Terms and Conditions by ticking the relevant box in clause B of the Licensee's Acceptances section of these Terms;

"Compliance Records" means records sufficient to prove compliance with the Licensee's obligations under this Annex A, including without limitation records of the numbers of copies of all Paper Copies made;

"eClips Ireland End-User Price List" means the list of the NLA's eClips Ireland End-User prices from time to time in force, which is available here [INSERT LINK];

"eClips Ireland Paper Copying Details Form" is the NLA eClips Ireland Paper Copying Details Form which is available from www.nla.co.uk;

"eClips Ireland Survey Sheet" means the NLA eClips Ireland survey sheet, which is available from www.nla.co.uk.

"Licence Fee" means the fee payable annually from the Commencement Date in respect of ongoing copying;

"Paper Copy" means a paper copy of a Digital Cutting, or a photocopy of such a paper copy;

2 The licence granted

2.1 Subject to the limitation set out in clause 2.2 below, this Annex A gives the Licensee and any Affiliates the non-exclusive right to print and/or make photocopies of and/or fax Paper Copies, for distribution to personnel for their internal use as part of an internal press cuttings distribution service.

2.2 The rights granted in these Terms do not permit the systematic photocopying or fax copying of more than 250 copies of any one Digital Cutting taken from any one issue of an NLA Newspaper, without the prior written consent of the NLA.

3 The obligations of the Licensee and its Affiliates

The Licensee agrees and acknowledges, on its own behalf and on behalf of its Affiliates:

3.1 to pay the Licence Fee in accordance with clause 4;

3.2 to notify the Licensee's personnel of, and use best endeavours to ensure their compliance with, these Terms;

3.3 to keep Compliance Records;

3.4 to allow inspection of the Compliance Records by an independent accountant acting on the NLA's behalf. The accountant shall have the right to have access to the Licensee's premises during business hours on at least one month's notice, and 24 hours' notice where the NLA reasonably suspects that the Licensee is in breach of these Terms or is infringing copyright in a NLA Newspaper. The accountant shall be entitled to inspect the records, computers and business arrangements of the Licensee and its Affiliates to verify that they are (i) in compliance

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with these Terms, and (ii) not carrying out any infringing acts, and that no such acts are being carried out by any members or clients of the Licensee. If such inspection reveals an underpayment of fees you shall forthwith remit the amount of the underpayment to us;

- 3.5 to supply:
 - a. an eClips Ireland Survey Sheet by e-mail to [INSERT E-MAIL ADDRESS] in accordance with the instructions to be found on the eClips Ireland Survey Sheet; and
 - b. upon request from the NLA, a single copy of each Cutting listed in any eClips Ireland Survey Sheet;
- 3.6 to monitor the levels and methods of copying by the personnel of the Licensee and any Affiliates;
- 3.7 if (due to the Licensee changing its levels or methods of copying or circulation, or howsoever) the information which the Licensee provides to the NLA becomes inaccurate, the Licensee must (i) immediately inform the NLA, and (ii) promptly complete and submit to the NLA by e-mail to [INSERT E-MAIL ADDRESS] a revised eClips Ireland Paper Copying Details Form. The NLA will then invoice the Licensee for any additional fees which are due;
- 3.8 not to assign or sublicense the rights granted under these Terms without the prior written consent of the NLA;
- 3.9 to accept that the NLA shall incur no liability for any harm caused by the content of any of the NLA Newspapers being copied pursuant to these Terms;
- 3.10 to notify the NLA promptly of any infringement of copyright in the NLA Newspapers (or any part of them) of which the Licensee becomes aware; and
- 3.11 that neither it, nor any of its Affiliates, members nor clients shall acquire any intellectual property rights in the Cuttings or the NLA Newspapers.

4 Fees

- 4.1 The Licence Fee is:
 - a. payable by the Licensee, together with any tax (including without limitation value added tax or sales tax) due, upon the grant of the licence; and
 - b. calculated in accordance with the eClips Ireland End-User Price List.
- 4.2 Invoices issued by the NLA for all fees are payable within 30 days after issue. The NLA is entitled to interest upon overdue amounts at a rate of 4% above the Bank of England base rate.

5 Term and Termination

- 5.1 This Annex A shall enter into effect when accepted by the Licensee, and shall terminate: (i) if terminated by either party giving the other one (1) month's notice of termination, or (ii) if the rest of the Terms are terminated.

[FOR PAPER VERSION ONLY

Accepted and agreed for and on behalf of the
The Licensee

Signed

Name of authorised signatory

Designation

Wellington Gate Church Road Tunbridge Wells TN1 1NL

Date.....

Signed for and on behalf of THE NEWSPAPER LICENSING AGENCY LIMITED

Signed

Name of authorised signatory

Designation

Date.....



APPENDIX 5

FORM OF EXCEL SPREADSHEET FOR MONTHLY RETURN (SAMPLE TEMPLATE)

NLA MONTHLY RETURN – eClips Ireland Licence

This form is for the recording and submission to NLA of all Links sent to Clients under the NLA's eClips Ireland 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 REPERTOIRE

Title Code	Title Name	NO. OF LINKS SUPPLIED				TOTAL
		Client Name	Client Name	Client Name	Client Name	
DM	DAILY MAIL					0
DMI	DAILY MIRROR					0
T	TIMES					0
SU	THE SUN					0
MS	MAIL ON SUNDAY					0
SM	SUNDAY MIRROR					0
STI	SUNDAY TIMES					0
P	THE PEOPLE					
TNL	THE NEWSLETTER					0
BTCTY	BELFAST TELEGRAPH					0
Total Links supplied		0	0	0	0	0
Average Number of Permitted Users in the period						0

APPENDIX 6

ECLIPS IRELAND TARIFF

All amounts in this eClips Ireland Tariff exclude any taxes which may apply.

- 1.1 The Licensee shall pay the Licensor for each Client receiving Links the following fees calculated as the number of Link(s) delivered multiplied by the monthly average number of Permitted Users of that Client:

Average number of Permitted Users in the relevant calendar month	Price per Link delivered
	In Euros
Up to and including 3 Permitted Users	€0.30 (minimum fee per Link)
Each additional Permitted User	€0.10

- 1.2 For these purposes, the monthly average number of Permitted Users for a Client shall be calculated by adding the number of Permitted Users on the 15TH day of the month to the number of Permitted Users on the last day of the month, and dividing this by two.

Worked Examples:

- Client A has 8 Permitted Users on the 15th day of the month, and 20 Permitted Users at the end of the month and receives 40 Links in a month:

$$8 + 20 \div 2 = \text{average } 14 \text{ Permitted Users.}$$

$$\text{Calculation: } 14 \times 40 \times \text{€}0.10 = \text{€}56.00$$

- Client B has 6 Permitted Users and receives 50 Links in a month.

$$\text{Calculation: } 6 \times 50 \times \text{€}0.10 = \text{€}30.00$$

- Client C has 2 Permitted Users and receives 30 Links in a month.

$$\text{Calculation: } 30 \times \text{€}0.30 \text{ (i.e. minimum fee)} = \text{€}9.00$$

APPENDIX 7

DATABASE REPERTOIRE

The eClips Ireland Repertoire will initially include the Newspapers listed below. These publications may change from time to time.

Full editions

- Belfast Telegraph Morning
- Belfast Telegraph Evening
- News Letter

Eire Editions

- Daily Mirror
- Daily Mail
- The Sun
- Mail on Sunday
- The Times
- Sunday Times
- The People
- Sunday Mirror

Ulster Editions

- Daily Mirror
- Daily Mail
- The Sun
- News of the World
- The Times
- Sunday Times
- The People
- Mail on Sunday
- Sunday Mirror

In witness of which the parties have executed this Agreement,

SIGNED for and on behalf of)
The Newspaper Licensing Agency Limited)

By: **[Insert full name of signatory]**

Position:

Date:

SIGNED for and on behalf of)
[Insert full business name], the)
Licensee

By: **[Insert full name of signatory]**

Position:

Date: