

TERMS AND CONDITIONS

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

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

1. DEFINITIONS USED IN THESE TERMS

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

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

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

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

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

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

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

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

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

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

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

2. RIGHTS GRANTED

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

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

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

3. THE LICENSEE OBLIGATIONS

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

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

- 3.2. The Licensee agrees:

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

4. RESERVATION OF RIGHTS

- 4.1. NLA may terminate or suspend the Licensee's access to Digital Cuttings if NLA has reason to believe that the Licensee has breached these Terms, or the terms of any other agreement with NLA. The Licensee confirms that NLA will not be liable to the Licensee or any third party as a result of any such cancellation or suspension.
- 4.2. NLA may alter, retract, suspend and/or withdraw the whole or part of any Digital Cuttings and/or publish corrections if NLA reasonably considers that (i) it may be legally liable to third parties in

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

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

5. TERM AND TERMINATION

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

6. GENERAL

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