

BBFC.online LICENCE
(Aggregator's version)

The terms of this Licence form the agreement between the British Board of Film Classification ("the Licensor") and:

Company Name:

Company Number:

Company Address:

(referred to herein as "the Licensee") and is effective from the date upon which each member is accepted as a member of the BBFC.online Scheme.

1. DEFINITIONS

1.1 In this Licence the following words and expressions shall have the following meanings:

"Aggregator" an online retailer or electronic distribution channel provider of audiovisual works which are to be digitally distributed and displayed by electronic means and which are not subject to the Video Recordings Act 1984;

"Authorised User" Internet users, customers or potential customers accessing the Licensee's Website by the Internet for personal and non-commercial use;

"BBFC" British Board of Film Classification (Company number 00117289);

"BBFC.online Scheme" (The Scheme) The BBFC Online scheme;

"BBFC.online Scheme Fees" The Scheme Fees set by the Licensor from time to time pursuant to the Scheme, as set out in Schedule 1 to the Scheme Rules;

"Coded Layout Instructions" The instructions in computer (or other) code for the interpretation of the layout requirements set out at Schedule 1 including instructions enabling the Licensee to construct the UDS on its website;

“Content Provider”	Producers of or rights holders of audiovisual works to be distributed and displayed by electronic means and which are not subject to the Video Recordings Act 1984, and who are not Aggregators;
“EBC” (Electronic Black Card)	The electronic audio visual file supplied by the BBFC to the Licensee for placement at the beginning of Relevant Classified Works as set out in Schedule 1;
“ECI” (Extended Classification Information)	The extended classification information on the Site concerning a Relevant Classified Work;
“Effective Date”	The date of acceptance by the Licensor of the Licensee as a member of the Scheme;
“Extranet”	That part of the Site where the Licensee may access the data relating to Relevant Classified Works to enable it to create or download an EBC, a UDS and Link in respect of a Relevant Classified Work;
“Information Page”	The page on the Site containing information about a Relevant Classified Work;
“Intellectual Property”	Copyright, database rights, patents, design rights, trademarks, service works, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off, rights in computer software, rights in confidential information (including know-how and trade secrets), semi-conductor, topography rights and all other industrial or intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
“Licensed Material”	The EBC, the UDS, Coded Layout Instructions, including any Marks which are incorporated therein, and such Intellectual Property as resides in these items;
“Licence Period”	The period from the Effective Date subject to termination under Clause 10 of this Licence.
“Licensee’s Website”	The Licensee’s websites as identified in Schedule 2 or such other websites as may be agreed by the Licensor;

“Licensor’s Servers”	The whole or any part of the Licensor’s servers which are made available for access as part of this Licence;
“Link”	As defined in the definition of Rights;
“Marks”	Any and all trade marks, trade names, service marks, trade dress, logos, URLs, or identifying slogans of the Licensor, whether or not registered, including (without limitation) the letters “BBFC” and the classification category symbols which are the registered trade marks and design marks of the Licensor;
“Member”	A member of the Scheme;
“Membership Application Form”	The Membership Application Form submitted by the Licensee to the Licensor to apply to become a member of the Scheme;
“Online Classification”	The classification awarded to an audiovisual work under the Scheme Rules to a Scheme Member, for distribution by digital delivery through download, streaming or similar
“Online Distribution”	The distribution of Relevant Classified Works to Authorised Users by making such Relevant Classified Works available for rental, sale, viewing online or downloading via the Licensee’s Website in or into the UK;
“Practice Guidelines”	Any practice guidelines issued by the Licensor on its website or by email in connection with the Scheme and/or this Licence;
“Relevant Classified Work”	Audiovisual works in respect of which an Online Classification pursuant to the Scheme has been obtained and in relation to which the Licensee has digital distribution rights;
“Rights”	The non-exclusive, non-transferable right for the Licence Period: <ul style="list-style-type: none"> (i) to use the Licensed Materials in connection with a Relevant Classified Work only; (ii) to provide a link to the Information Page on the Site, incorporating the relevant ECI, relating to a Relevant Classified Work only, and only for the purpose of

linking the Licensee's Website to that part of the Site ("the Link");

in each case in accordance with the Coded Layout Instructions and otherwise in accordance with the requirements of Schedule 1 and this Licence;

"Scheme"	The BBFC Online Scheme;
"Scheme Rules"	The Rules of the Scheme;
"Site"	The Licensor's website at www.bbfc.co.uk , which expression without limitation, all content, text, images, software, media and other materials on the Site;
"UDS"	A 'Unique Dynamic Symbol'; an image of the appropriate classification symbol which, if a computer mouse is held over it, produces an image of a mini-certificate 'white card' relating to that Relevant Classified Work.

1.2 For the purposes of this Licence references to "audiovisual works" shall have the same meaning as 'Video Works' under the Video Recordings Act 1984.

2. GRANT OF RIGHTS; RESERVATION OF RIGHTS

- 2.1 In consideration of the payment of the BBFC.online Scheme Fees and of the agreement by the Licensee to abide by the terms of the Scheme, this Licence and any Practice Guidelines, the Licensor will, on acceptance by the Licensor of the Licensee as a member of the Scheme, grant to the Licensee for the Licence Period the Rights for the purposes of Online Distribution of Relevant Classified Works only.
- 2.2 The Licensee is also granted the right to access the Extranet to request an EBC in respect of a Relevant Classified Work.
- 2.3 Where the Rights are used by a Licensee in respect of a Relevant Classified Work, the Licensee must display all of EBC, the UDS and the Link in respect of that Relevant Classified Work and may not choose which of them it wishes to display.
- 2.4 The Licensee is also granted the right to access the Extranet in order solely to access the Coded Layout Instructions to enable it to create a UDS and Link in respect of a Relevant Classified Work.
- 2.5 The Licensee shall procure in its terms and conditions with Authorised Users that such Authorised Users are required to comply with the restrictions contained in this Licence in respect of their use of the Licensed Materials and the Site.
- 2.6 Nothing contained in this Licence gives the Licensee or any Authorised User or other third party any rights in the Intellectual Property or confidential information of the Licensor in the Licensed Material or the Site, and any goodwill derived from the use by the Licensee or any third party of the Licensed Material, the Link and the Site accrues to the Licensor. The Licensor may at any time call for a confirmatory assignment of that goodwill and the Licensee shall immediately execute it.

- 2.7 Neither the Licensee nor any Authorised User shall use (save as expressly permitted by this Licence), register or attempt to register in any jurisdiction, or otherwise appropriate or adopt, any name, mark or logo that is the same as or confusingly similar to any of the Marks. At no time during the term of this Licence or thereafter shall the Licensee or any Authorised User attack or challenge any of the Marks.
- 2.8 The Licensor reserves the right at any time to withdraw from or modify the Licensed Material and/or the Site any component included in it:
- 2.8.1 if the Licensor no longer retains the right to publish such component;
 - 2.8.2 if at the Licensor's sole discretion the Licensor believes that publication of it would amount to an infringement of Intellectual Property rights, defamation or any other act unlawful in the United Kingdom or elsewhere; or
 - 2.8.3 generally in its sole discretion to be exercised reasonably.
- 2.9 The Licensor reserves the right at any time, in its sole discretion and without notice, and whether by reason of a Licensee's breach of this Licence or otherwise, to suspend or block the Link or require that the Link be removed whether on a temporary or permanent basis.

3. USAGE RESTRICTIONS

- 3.1 The Licensee shall not, save as expressly permitted by this Licence or without the express permission of the Licensor:
- 3.1.1 store transiently or permanently on any medium, transfer, transmit, reproduce, loan or licence to any third party, publish or otherwise exploit, the Licensed Material or any part of the Site except to the extent necessary to exercise the Rights granted by this Licence;
 - 3.1.2 translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the Licensed Material or any part of the Site except as permitted by law;
 - 3.1.3 make copies of the Licensed Materials or any part of the Site except for backup purposes as permitted by law;
 - 3.1.4 make any use, including (without limitation) electronic distribution or dissemination, of the Licensed Material;
 - 3.1.5 make any use of the Licensed Materials and/or the Link and/or the Site or the making of any reference thereto which in the opinion of the Licensor is misleading or could bring the Licensor into disrepute.
 - 3.1.6 make any alteration, amendment or modification exceeding the parameters set out in Schedule 1 or deletion from the Licensed Material, the Link and/or the Site whether for the purposes of error correction or otherwise.
- 3.2 The Licensee shall not:
- 3.2.1 in any way reproduce the Site or any part of its contents other than to the extent permitted by this Licence; or
 - 3.2.2 in any way suggest that the Licensor is endorsing any products or services other than its own and save for the Licensor's classification of a Relevant

Classified Work; or

- 3.2.3 misrepresent the relationship between the Licensor and the Licensee nor present any other false information about the Licensor; or
- 3.2.4 except as expressly provided in this License, use the Marks or the Licensor's name, and/or logos without express written permission from the Licensor; or
- 3.2.5 display or use a Link in a manner that causes the Site or any portion of its content to display within a frame, be associated with any advertising or sponsorship not part of the Site, or otherwise incorporate Site content into a third-party website; or
- 3.2.6 except as expressly provided in this Licence, display or use an inline link to any information file contained in the Site; or
- 3.2.7 alter, block or otherwise prevent display of any content of the Site; or
- 3.2.8 link to the Site through any URL or mirrored website other than the Licensee's Website; or
- 3.2.9 link to the Site if the Licensee's Website may reasonably be considered to be obscene, defamatory, harassing, offensive or malicious, or if the Licensee's Website infringes any third party rights or otherwise does not comply with all applicable laws or regulations.

4. DURATION OF LICENCE

- 4.1 This Licence shall commence on the Effective Date and shall (subject at all times to earlier termination in accordance with the provisions of this Licence) remain in effect in perpetuity, subject only to the termination provisions in Clause 10..

5. DUTIES OF THE LICENSOR

- 5.1 The Licensor shall provide the Licensee with the information necessary to access the Licensed Material online subject to the Licensee acquiring the relevant licence to access and use the Extranet.

6. OBLIGATIONS OF THE LICENSEE

- 6.1 The Licensee shall:
 - 6.1.1 abide, and procure that all of its employees, agents and subcontractors abide, at all times by the Scheme Rules, this Licence and any Practice Guidelines;
 - 6.1.2 obtain at its cost all telecommunications and other equipment and software (including an Internet browser), together with all relevant software licences to access the Licensed Material from the Extranet, including without limitation the licence to enable the Licensee to access the Extranet and to provide the Link (clause 6.1.3). The Licensee accepts that the Licensor has no control over such telecommunication services and that the Licensor shall have no liability to the Licensee for the acts or omissions of providers of

telecommunication services or for faults in or failures of their apparatus. In particular the Licensee acknowledges that as with any online/internet interaction or communication there is an inherent risk involved in transmitting and receiving information via the Internet;

- 6.1.3 enter into and comply with all the terms of the third party software licence granted to it to enable it to access the Extranet and fully indemnify the Licensor for any loss or damage suffered by it or its group companies for breach of the same. The Licensee acknowledges that the Licensor gives no warranty of whatsoever nature (whether express or implied) in respect of the third party software and shall have no liability to the Licensee in respect of its use of the third party software.
 - 6.1.4 use all reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Material and that all Authorised Users abide by the provisions of the terms and conditions referred to in Clause 2.5. The Licensee shall use all reasonable endeavours to enforce such terms and conditions, including (without limitation) taking such reasonable action as may be requested by the Licensor in that regard;
 - 6.1.5 as soon as practicable after becoming aware of any material or persistent breach by an Authorised User of the terms of this Licence, terminate such Authorised User's access to the Licensed Material and the Site and notify the Licensor in writing of such termination. In addition the Licensee shall take all reasonable measures to prevent abuses of the Link to the Site by Authorised Users including, where reasonably necessary, denying access;
 - 6.1.6 only use Licensed Material in respect of Relevant Classified Works;
 - 6.1.7 notify immediately the Licensor of any threat, attack or unauthorised transfer of the Licensed Materials and/or any part of the Site, or sites containing such, including but not limited to site hijacking, industrial espionage or hacking;
 - 6.1.8 observe all instructions communicated by the technical staff of the Licensor when accessing and/or using the Licensed Materials and/or the Site;
 - 6.1.9 on request and at the Licensor's cost give the Licensor such reasonable assistance as it requires in maintaining the registration of the Marks or in prosecuting any application therefor;
 - 6.1.10 as soon as it becomes aware, inform the Licensor of any third party activity which amounts or may amount to an infringement of the Licensor's rights in the Licensed Material or passing off;
 - 6.1.11 acknowledge that the Licensor shall have conduct of all proceedings relating to the Licensed Materials and the Site at its own cost, and will give the Licensor full cooperation in any action, claim or proceedings brought or threatened in respect thereof.
- 6.2 The Licensee shall fully indemnify the Licensor for any loss or damage suffered by the Licensor or its group companies for breach of this Licence by the Licensee or any Authorised User, or arising from any infringement of any rights of the Licensor or of any third party or from the Licensee's failure to comply with all applicable laws and regulations.
- 6.3 The Licensee shall effect and maintain third party liability insurance of a type and to

a level appropriate to its business operations, and shall, when reasonably required by the Licensor, produce documentary evidence that the insurance required by this clause is properly maintained.

7. THE LICENSOR'S WARRANTIES

- 7.1 The Licensor warrants that it has Registered Community Design Marks for the EBC and UK Trademarks for the symbols representing the Uc, U, PG, 12, 15, 18 and R18 classifications for use in the European Union and the UK respectively but the Licensor gives no other warranty in respect of the use of the Marks, the Licensed Materials or the Site incorporating any of them in any territory.
- 7.2 The warranty set out in Clause 7.1 is in lieu of all warranties, terms and conditions whether implied by or arising under statute or common law, custom, trade usage or course of dealing between the parties or otherwise, all of which are hereby excluded to the fullest extent permitted by law.
- 7.3 The Licensed Material and the Site is provided on an 'as is' and 'as available' basis and accordingly the Licensor does not give any warranty express or implied or make any representation:
- 7.3.1 that the Licensed Material or the Site will be suitable for any particular requirement of the Licensee or of any Authorised User or any particular use by the Licensee or by any Authorised User under specific conditions even if such requirement or use or conditions may be known to the Licensor; or
 - 7.3.2 that the Licensed Material or the Site will operate error-free or without interruption or that, subject to its reasonable endeavours to remedy any errors, any errors will be corrected and the Licensor acknowledges that the Internet is an uncertain medium; or
 - 7.3.3 that the Licensed Materials or the Site will be free from hackers or viruses; or
 - 7.3.4 that the Licensed Material or the Site are complete or accurate or up to date; or
 - 7.3.5 that the Licensor's Servers and/or the Site have sufficient capacity bandwidth and/or rate of connectivity to be able to deal with all levels or any particular level of demand for access to the Site.
- 7.4 Save as set out in Clause 15 of the Scheme Rules, the Licensor shall have no liability to the Licensee or any Authorised Users or other third parties in respect of the Licensee's or any Authorised User's or other third party's use of the Licensed Materials and/or information on the Site.
- 7.5 The Licensor shall have no liability for any loss or damage incurred by any Licensee, Authorised User or other third party as a consequence of any advice or any recommendations provided by the Licensor at the request of the Licensee.

8. LIMITATION OF THE LICENSOR'S LIABILITY

- 8.1 The Licensor's liability to the Licensee shall be limited to exclude altogether liability, howsoever arising, for damage to software, damage to or loss of data, loss of profits or contracts, loss of business or of anticipated savings, loss of goodwill, loss of reputation and for any other type of special, indirect, incidental or consequential loss or damage.
- 8.2 The Licensor's maximum aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with this Licence and the Rules whether in contract or tort (including negligence or otherwise) shall not exceed £100,000.
- 8.3 Nothing in this Licence shall operate to exclude or limit the Licensor's liability for:
- 8.3.1 death or personal injury caused by its negligence; or
 - 8.3.2 fraud; or
 - 8.3.3 any other liability which cannot be excluded or limited under applicable law.

9. FEES

- 9.1 The Licensee shall pay the BBFC.online Scheme Fees as referred to in the Scheme Rules.

10. TERMINATION

- 10.1 Either party may terminate this Licence immediately at any time by written notice to the other party if:
- 10.1.1 that other party commits any material or persistent breach of its obligations under this Licence which (if remediable) is not remedied within 14 days after the service of written notice specifying the breach and requiring it to be remedied;
 - 10.1.2 that other party:
 - (a) ceases to trade (either in whole, or as to any part or division involved in the performance of this Licence); or
 - (b) becomes insolvent or unable to pay its debts within the meaning of the insolvency legislation applicable to that party; or
 - (c) compulsorily or voluntarily enters into liquidation (except for the purposes of a bona fide reconstruction or amalgamation and with the prior written approval of the other party);
 - (d) has an administrator, receiver or manager appointed over the whole, or substantial part of its undertaking or assets; or
 - (e) there is a change of its control which, in the opinion of the other party, materially affects the ability of that party to carry out its obligations under this Licence; or
 - (f) ceases or threatens to cease to carry on its business.

- 10.2.1 This Licence shall terminate with immediate effect upon the Licensee ceasing to be a Member of the Scheme save where:
- (a) the Licensee has ceased to be a Member by reason of the Licensor giving notice (without cause) pursuant to clause 16.2 of the Scheme Rules; or
 - (b) where the Licensor has terminated the Scheme pursuant to clause 16.4 of the Scheme Rules;

whereupon in the case of either (a) or (b) the Licence will continue subject to clause 10.1 and 10.3, but only in respect of the Licensee's rights to use the EBC and for the avoidance of doubt the Licensee shall have no rights to use the other Licensed Materials or the Link.

- 10.2.2 If the Licence continues pursuant to clause 10.2.1 (a) or (b) the following provisions of the Scheme Rules shall continue to apply and be deemed to be incorporated into this Licence and for the avoidance of doubt references therein to a "Member" shall be deemed to refer to the Licensee:

clauses 3.3.3, 3.6 (Transfer and Assignment), 6.1 (Conduct), 6.3 (Classification Information Attached to Content), 6.6 (Distribution other than through an Aggregator Member), 8 (Lack of Aggregator), 11 (Compliance), 12 (Compliance Failures), 13 (Mistakes), 14 (Complaints) and 15 (Liability), together with any schedules to the Scheme Rules and applicable Practice Guidelines referred to in or relevant to such clauses.

- 10.3 This Licence shall terminate with immediate effect in respect of a particular Relevant Classified Work upon:

10.3.1 the Licensee ceasing to have Online Distribution Rights in respect of that Relevant Classified Work; or

10.3.2 the Licensee ceasing to have the rights to use the Online Film Classification to that Relevant Classified Work pursuant to the Scheme Rules;

but this Licence shall otherwise continue in respect of any other Relevant Classified Works.

- 10.4 Upon termination the Licensee will immediately:

10.4.1 delete from its servers all Licensed Materials and Intellectual Property licensed hereby, save as required by law, and destroy any copies of the Licensed Material and the Site which are in the Licensee's possession or control, and shall certify to the Licensor that this has been done and that no copies in any media have been retained;

10.4.2 remove all links from the Licensee's website(s) to the Site;

10.4.3 cease all access to the Licensor's Servers and/or the Site by electronic means;

10.4.4 cease to make available to Authorised Users the whole or any part of the Licensed Material.

- 10.5 Where this Licence is terminated in respect of a particular Relevant Classified Work only (clause 10.3) the provisions of clause 10.3 shall apply in respect of that Relevant Classified Work only.

11. EFFECT OF TERMINATION

11.1 On termination or expiry of this Licence all provisions of this Licence shall cease to have effect, except that any provision which can be reasonably inferred as continuing, or is expressly stated to continue, shall continue in full force and effect.

12. FORCE MAJEURE

12.1 The definition in this clause applies in this Licence.

“Force Majeure Event” any event arising that is beyond the reasonable control of the affected party (including any industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, civil riot or war).

12.2 A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay to perform its obligations under this Licence shall forthwith notify the other and shall inform the other of the period for which it is estimated that such failure or delay shall continue. The affected party shall take reasonable steps to mitigate the effect of the Force Majeure Event.

12.3 The parties accept no responsibility for breaches of this Licence occurring as a result of a Force Majeure Event.

13. CONFIDENTIALITY

13.1 The definition in this clause applies in this Licence.

“Confidential Information” all information, whether technical or commercial (including all specifications, drawings and designs disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is:

- (a) identified at the time of disclosure as confidential; or
- (b) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

13.2 Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

13.3 Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received.

13.4 The obligations set out in clause 13 shall not apply to Confidential Information which

the receiving party can demonstrate:

- (a) is or has become publicly known other than through breach of clause 13; or
- (b) was in possession of the receiving party prior to disclosure by the other party; or
- (c) was received by the receiving party from an independent third party who has full right of disclosure; or
- (d) was independently developed by the receiving party; or
- (e) was required to be disclosed by a governmental authority, provided that the party subject to such requirement to disclose gives the other prompt written notice of the requirement.

13.5 The obligations of confidentiality in clause 13 shall not be affected by the expiry or termination of this Licence.

13.6 The Licensor shall be entitled to disclose information as is necessary for the efficient operation of the Scheme, which shall include disclosure:

13.6.1 to the public, of details of all works which have received an Online Classification;

13.6.2 to Aggregator Members, where a work to which they hold digital distribution rights has not yet received an Online Classification, of information regarding the status of those works; and

13.6.3 to Content Provider Members, of information relating to the ability of their licensed Aggregator Members to use the Licensed Materials and to Aggregator Members, of information relating to the ability of the Content Provider Members to make the Licensed Materials available to such Aggregator Members under the Scheme (e.g. technical specifications)

14. NOTICES

14.1 A notice given under this Licence:

- (a) shall be in writing in the English language (or be accompanied by a properly prepared translation into English);
- (b) shall be sent for the attention of the person, and to the address, fax number or e-mail address given in clause 14 or such other person, address, fax number or e-mail address as the receiving party may have notified to the other; and
- (c) shall be:
 - (i) delivered personally; or
 - (ii) sent by fax or e-mail; or
 - (iii) sent by pre-paid first class post, recorded delivery or registered post; or
 - (iv) (if the notice is to be served by post outside the country from which it is sent) sent by registered

airmail.

14.2 The addresses for the service of notice are:

(a) for the Licensee:

As set out in the Membership Application Form

(b) for the Licensor:

Address:	3 Soho Square
For the attention of:	BBFC.online Manager
Fax number:	020 7440 0291
E-mail:	ionline@bbfc.co.uk

14.3 A notice is deemed to have been received:

- (a) if delivered personally, at the time of delivery; or
- (b) in the case of fax or e-mail, at the time of transmission, provided a confirmatory copy is sent by pre-paid first-class post or by personal delivery before the end of the next Business Day; or
- (c) in the case of pre-paid first class post, recorded delivery or registered post, 48 hours from the date of posting; or
- (d) in the case of registered airmail, five days from the date of posting; or
- (e) if deemed receipt under the previous paragraphs of clause 14.3 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), when business next starts in the place of receipt.

14.4 To prove service, it is sufficient to prove that the notice was transmitted by fax to the correct fax number or e-mail address of the relevant party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

15. ASSIGNMENT

15.1 The Licensee may not assign, transfer, sub-licence or sub-contract any of its rights or obligations under this Licence without the prior written consent of the Licensor. The Licensor may assign, transfer, sub-licence or sub-contract its rights and obligations under this Licence without consent, provided that it gives advance notice to the Licensee.

16. WAIVER

Any failure or delay by either party to exercise or enforce any right conferred by this Licence shall not be deemed to be a waiver of such right.

17. ENTIRE AGREEMENT

- 17.1 This Licence, the Rules and any Practice Guidelines represent the entire agreement between the Licensor and the Licensee concerning the subject matter of this Licence. The terms of this Licence, the Rules and any Practice Guidelines supersede all prior purchase orders, written terms and conditions, written or verbal representations, advertising or statements relating in any way to the subject matter of this Licence, the Rules and any Practice Guidelines.
- 17.2 The Licensee acknowledges that in agreeing to enter into this Licence it has not relied on any representation, warranty, undertaking, promise or other assurance (whether contractual or otherwise) given by or on behalf of the Licensor except those set out in this Licence, the Rules and any Practice Guidelines and waives all rights and remedies, which, but for this clause might be available to it in respect of such representation, warranty or other assurance, provided that nothing in this clause shall limit or exclude any liability for fraudulent misrepresentation.

18. SEVERABILITY

- 18.1 If any provision of this Licence is found to be invalid or unenforceable by a court of law of competent jurisdiction, such a finding shall not affect the other provisions of this Licence and all provisions of this Licence unaffected by such a finding shall remain in full force and effect.
- 18.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

19. VARIATIONS

This Licence may only be varied in writing by means of variation signed in writing by both parties.

20. TIME NOT OF THE ESSENCE

Time shall not be of the essence in connection with any of the materials or services to be provided by the Licensor pursuant to this Licence, and the Licensor shall not be liable for any delays in the supply of materials or services by it or any losses whatsoever due to such delays, howsoever caused.

21. RELATIONSHIP

Nothing in this Licence shall constitute, or be deemed to constitute, a partnership between the parties nor shall it constitute, or be deemed to constitute, any party as the agent of any other party for any purpose.

22. THIRD PARTY RIGHTS

- 22.1 This Licence is made solely for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person.

22.2 The right of the parties to terminate, rescind or agree any amendment, variation, waiver or settlement under this Licence is not subject to the consent of any person who is not a party to this Licence.

23. GOVERNING LAW AND JURISDICTION

23.1 The terms and conditions of this Licence will be governed by and construed in accordance with English law and the parties irrevocably agree that the English courts shall have jurisdiction to settle any dispute or claim that arises out of or in connection with this Licence and the Licensee irrevocably submits to such jurisdiction

23.2 The Licensee irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

23.3 Any Licensee who is not established in England for the purpose of service of proceedings shall appoint, and notify to the Licensor a person being a partner in a firm of solicitors in England to accept service of all legal process arising out of or connected with this Licence and service on such person (or any substitute subsequently notified to the Licensor) shall be deemed to be service such member. Except upon such a substitution any such Licensee shall not revoke any such authority or appointment and shall at all times maintain an agent for service of process in England and if any such agent ceases for any reason to be an agent for this purpose shall forthwith appoint another agent and advise the Licensor accordingly.

For the Licensor

Signed _____ Date _____

For the Licensee (*Applicant to sign here*)

Signed _____ Date _____

SCHEDULE 1

1. Coded Layout instructions
2. EBC Requirements

[To be inserted.]

SCHEDULE 2

LICENSEE'S WEBSITE(S)