



## **License Agreement for Programme Delivery**

### **Heart to Heart**

#### **Term**

This Agreement and the license granted hereunder shall take effect upon the Effective Date and shall continue in full force and effect for a period of 12 months.

#### **Grant of Rights**

Subject to the Licensee's full compliance with the terms and conditions of this Agreement, the Licensor hereby grants to the Licensee a non-exclusive, non-sublicensable, non-transferable license to use the Product for the Purpose.

#### **Restrictions**

Except as otherwise expressly provided herein, the Licensee may not:

- (a) copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile any part of the Product;
- (b) modify or alter any part of the Product without express written consent of the Licensor;
- (c) use or permit to be used the Product for anything other than the Purpose;
- (d) set up a legal entity or business using the names of the programmes;
- (e) attempt or provide a means to execute any bulk download operations, cache or otherwise store any content other than for what would reasonably be regarded as normal use including for data backup;
- (f) knowingly use the Product in connection with or to promote any products, services or materials that constitute, promote or are used primarily for the purpose of dealing in spyware, adware, spam, pornography or other offensive purposes;
- (g) knowingly use the Product in any manner or for any purpose that violates any applicable law or regulation, or any right of any person including, but not limited to, Intellectual Property Rights, or privacy rights.

The Licensee's usage of the Product has no geographical limitation.

## **Ownership**

The Product and all Intellectual Property Rights contained therein, are and shall at all times remain the sole and exclusive property of the Licensor or its licensors.

## **Liability and Indemnification**

The Licensee undertakes to indemnify the Licensor against all liabilities, claims, demands, expenses, actions, costs, damages or loss arising out of breach or alleged breach by the Licensee in regard to the Licensee's obligations under this Agreement. Such indemnity shall survive the termination of this Agreement.

The Licensor shall not be liable to the Licensee for consequential, indirect, special or exemplary damages including but not limited to damages for loss of profits, business or anticipated benefits whether arising under tort, contract, negligence or otherwise whether or not foreseen, reasonably foreseeable or advised of the possibility of such damages.

No responsibility is assumed by the Licensor for any injury and/or damage to persons or property as a matter of product liability, negligence or otherwise, or from any use or operation of any methods, products, instructions or ideas contained in any item or Product supplied by the Licensor under this Agreement.

The express terms of this Agreement are in lieu of:

1. all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise including but not limited to any implied warranties of merchantability or fitness for any particular purpose all of which are hereby excluded to the fullest extent permitted by law; and
2. any implied terms as to the performance of computers or networks when used in conjunction with the Product, materials, information, goods, services, technology and/or editorial content provided under this Agreement.

Nothing in this Agreement shall exclude or limit either Party's liability for:

3. death or personal injury resulting from the negligence of either Party or their servants, agents or employees;
4. fraud or fraudulent misrepresentation; or
5. breach of any implied condition as to title, or the ability to exercise any right granted under this Agreement.

Nothing in this Agreement shall prevent the Licensor from claiming for amounts lawfully due under the terms of this Agreement or operate to limit any liability resulting from any infringement or breach of Intellectual Property Rights by the Licensee.

Where the Licensor is liable to the Licensee for negligence, breach of contract or any other cause of action arising out of this Agreement, such liability shall not exceed the amount equal to the total sum of the Fees (exclusive of all taxes) paid by the Licensee to the Licensor since the Effective Date.

## **Confidentiality**

Each Party will treat as confidential all Confidential Information obtained from the other under this Agreement. The Parties agree that they will not without the prior written consent of the other disclose Confidential Information to any person or entity or use the same except for the purposes of complying with their respective obligations pursuant to this Agreement.

Does not prohibit disclosure of Confidential Information to:

1. the receiving Party's own personnel (including employees, agents and permitted contractors) who need to know of the Confidential Information provided that such personnel are first made aware of the confidential nature of the Confidential Information and the receiving Party's obligations in relation to it and themselves agree in writing to treat the Confidential Information confidentially; or
2. the receiving Party's auditors, professional advisers, any person or organisation having a statutory or regulatory right to request and receive that information, including without limitation a relevant tax authority.

## **Assignment**

The Licensee shall not be entitled to assign, transfer or novate rights and obligations under this Agreement without prior written consent from the Licensor which shall not be unreasonably withheld.

**Licensor: Clear Sky Children's Charity**