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7. INDEMNIFICATION AND FORCE MAJEURE

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7.2 The Licensee shall defend, indemnify, and hold Licensor harmless against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) arising from (i) any unauthorised use or dissemination of the Licensed Work(s) by the Licensee or Authorised Users and (ii) any violation of this Agreement or of any third-party's rights by the Licensee or Authorised Users, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights.

7.3 The obligations in clauses 7.1 and 7.2 will survive the termination of this Agreement.

7.4 The Licensee and Licensor shall not be responsible to one another for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this clause, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.

8. TERMINATION

8.1 Either party may terminate this Agreement forthwith by serving written notice on the other in the event that the other party commits a material breach of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days of a request so to do. Without limitation, a breach by the Licensee of the provisions of Clause 3.3 above would constitute a material breach of this Agreement.

8.2 Licensor reserves the right at any time on 30 days' notice to the Licensee to terminate this Agreement in respect of any Licensed Work(s) due to ceasing publication of such Licensed Work(s).

9. **GENERAL**

9.1 This Agreement is personal to and binding on the parties and neither this Agreement nor any of the rights under it may be assigned or sublicensed.

9.2 All notices required to be given under this Agreement shall be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown at the head of this Licence, or such other address as the party concerned shall from time to time designate by notice pursuant to this Clause. Such notices shall be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 10 (ten) days after posting. All notices to Licensor shall be marked for the attention of the Group Legal Director. All notices to the Licensee shall be marked for the attention of the person whose contact details are given in the Online Registration Materials.

9.3 This Agreement constitutes the entire agreement of the parties about its subject matter, supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement in writing signed by both parties.

9.4 No provision in this Agreement is intended to be enforceable by a person who is not a party to this Agreement.

9.5 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other further breach.

9.6 This Agreement is subject to the laws of England and Wales.

9.7 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

Version 2 dated 8 July 2016
Takes effect on: 29 July 2016