



## **MULTINATIONAL COPYRIGHT LICENSE AGREEMENT**

This MULTINATIONAL COPYRIGHT LICENSE AGREEMENT is effective as of [DATE] and is made between RightsDirect B.V., a limited liability company organized under the laws of The Netherlands ("RightsDirect"), and [COMPANY NAME] an entity organized under the laws of [COUNTRY] ("User").

Capitalized terms not defined elsewhere in this Agreement are defined in Section I.

### **A. GRANT OF LICENSE.**

1. RightsDirect grants to User the non-exclusive right to create Hard Copies of Photocopy-Rights Publications in those countries identified on the Country Schedule attached hereto, for use and distribution by User for User's Internal Purposes.
2. RightsDirect grants to User the non-exclusive right to make the following electronic uses of articles and other portions (and only portions) of Electronic-Rights Publications by employees and Contractors in those countries identified on the Country Schedule attached to the Multinational Agreement:
  - (a) to select portions from Electronic-Rights Publications lawfully obtained from a Rightsholder (or an authorized representative of a Rightsholder) already in digital form and to treat each such portion as an Authorized Electronic Reproduction under the terms of this Agreement;
  - (b) only where the desired portion of an Electronic-Rights Publication is not available in accordance with the provisions of Section A.2(a) above, to convert portions of Electronic-Rights Publications, lawfully obtained in paper form, to digital form (in accordance with Section I.1 below) and to treat each such portion as an Authorized Electronic Reproduction under the terms of this Agreement;
  - (c) to store Authorized Electronic Reproductions within User's electronic network;
  - (d) to distribute, by means of User's intranet (or similar internal electronic network), Authorized Electronic Reproductions to any employee or Contractor of User with authorized access to User's intranet (or similar internal electronic network), for reading and electronic "marking up" by such employee or Contractor and for other uses within the scope of this Agreement;
  - (e) to print out, on User printing equipment, paper copies of the Authorized Electronic Reproductions on paper or paper equivalents (for example, film or acetate);
  - (f) to distribute such paper copies of Authorized Electronic Reproductions for the Internal Purposes of User;
  - (g) to preserve Authorized Electronic Reproductions as part of the storage of the work product of a workgroup for as long as such storage may be maintained (regardless of the termination of this Agreement) if such Authorized Electronic Reproductions were created pursuant to the license created by this Agreement and were a necessary part of such work product (provided, however, that such Authorized Electronic

Reproductions may be used by User after the termination of this Agreement only to the extent necessary to prove that they were in fact a part of such work product);

- (h) to transmit electronic copies of Authorized Electronic Reproductions, each of them a faithful and accurate representation of the applicable Electronic-Rights Publication portion, to an agency of the government of any country (or political subdivision thereof) if required by such government for regulatory purposes (such as for new drug application or securities regulation purposes), provided that such electronic copy carries the copyright notice attached to the Electronic-Rights Publication and is marked to the effect of "This Electronic Copy of Copyrighted Material Was Made and Delivered to the Government Under License from RightsDirect – No Further Reproduction is Permitted"; and
  - (i) to reactively provide single electronic copies of individual Authorized Electronic Reproductions of applicable Electronic-Rights Publications (as such Publications shall be identified by RightsDirect through a search tool made available to User or otherwise in writing) to prospects, clients or customers of User upon request for informational purposes in connection with a product or service of User; and
  - (j) to continue to use the applicable Electronic-Rights Publication portion in accordance with subsections (c) to (i) above even after termination of this Agreement (but in that case without the payment of additional royalty), provided that both such Electronic-Rights Publication portion and such use were covered by either this Agreement, or a similar license from RightsDirect, continuously for no less than three years prior to termination.
3. The rights granted hereunder do not include any right to reproduce or otherwise use within the scope of this Agreement all or substantially all of a Publication (except as provided in the last sentence of Section I.15). Further, the rights granted hereunder do not extend to User's request for or receipt of either Photocopies or, except as provided in Section A.2(a) above, Authorized Electronic Reproductions from Other Persons.
4. The authorization provided by Sections A.1 and A.2 above (a) does not include any right to manipulate or change an individual Publication portion in any way, (b) except as provided in Sections A.2(h) and (i) above, does not include any right for a User to distribute an electronic copy of an Authorized Electronic Reproduction to any person other than an employee or Contractor of User for his or her own use within the scope of User's business, and (c) does not include any right to create a library or collection intended to substantially replace User's need for a particular Publication.
5. The authorization provided by Section A.2 above extends only to those employees and Contractors of User ordinarily located in a country identified on the Country Schedule as containing User employees. An employee or Contractor of User ordinarily located outside any such country may not exercise any of the rights described in Section A.2; provided, however, that this prohibition does not extend to the act by an employee or Contractor of User ordinarily located outside any such country of reading an Authorized Electronic Reproduction sent by electronic mail or posted on User's intranet if such employee or Contractor has authorized access to that intranet.
6. The rights granted to User hereunder are expressly limited to those described above.

**B. WAIVER.**

RightsDirect hereby automatically waives, and represents and warrants that its licensor Rightsholders hereby automatically waive, any and all unasserted prior claims for copyright

infringement of Photocopy-Rights Publications falling within the scope of the rights granted by Section A.1 of this Agreement and for copyright infringement of Electronic-Rights Publications falling within the scope of the rights granted by Section A.2, provided in either case that User adheres to the terms and conditions of this Agreement during the first Term after the beginning of participation of such Publications and then pays the License Fee for the first Renewal Term thereafter.

#### **C. TERM AND TERMINATION.**

1. This Agreement shall be in effect during the Initial Term and shall continue thereafter for successive Renewal Terms, unless terminated earlier as provided below; provided, however, that it shall be a condition to the commencement of any Renewal Term that User shall have paid to RightsDirect the amount determined by RightsDirect to be the License Fee due for such Renewal Term no later than the first day of such Renewal Term.
2. User may terminate this Agreement at any time upon written notice to RightsDirect, effective as of the end of the existing Term.
3. RightsDirect may terminate this Agreement at any time upon written notice to User in the event that User breaches its obligations under this Agreement and such breach is not cured within thirty (30) days after User is notified in writing of the nature of the breach, but no such termination shall entitle User to a refund of any License Fees previously paid.
4. RightsDirect may terminate this Agreement without cause, effective as of the end of a Term upon no less than one (1) year's prior written notice to User.

#### **D. LICENSE FEES.**

1. Upon execution of this Agreement, User shall pay to RightsDirect a License Fee for the Initial Term equal to [\*\*\*], calculated in accordance with the detail set forth on the Country Schedule attached hereto, which License Fee constitutes a royalty of [\*\*\*] for User's access to, and use of, the Publications, plus a General and Administrative charge of [\*\*\*]. User represents and warrants that the total number of FTE Employees (as defined in Section I.10) set forth on the Country Schedule constitute User's best estimates thereof.
2. RightsDirect shall notify User of the amount of the License Fee for a Renewal Term at least sixty (60) days prior to the beginning of such Renewal Term, provided that RightsDirect has received from User, at least fifteen (15) days prior thereto, the User-specific information required to complete such calculations. The License Fee for each Renewal Term shall be due and payable no later than the first day of such Renewal Term.
3. Because they are based on access to the RightsDirect Multinational Copyright License repertory, the License Fees set forth herein are net of all factors that might otherwise be considered deductions therefrom, including fair dealing, fair use and other exceptions, including any uses that are subject to a statutory remuneration right under applicable law, and including the reproduction or other use of User's own Publications that may be included in such repertory.
4. User will notify RightsDirect promptly of any change in numbers of User's employees (in total or in FTE Employees) that might reasonably be expected significantly to affect User's copying activities.

#### **E. USAGE DATA AND CONFIDENTIALITY.**

1. User agrees to cooperate with RightsDirect in conducting surveys of User's usage activities within the scope of this Agreement, which may comprise uses under Section A.1 or Section A.2 or both, depending upon the reasonable data needs of RightsDirect as described below. All surveys of User's usage activities will be conducted in accordance with RightsDirect's then-standard survey procedures, a written description of which will be provided to User reasonably in advance of any such survey. Timely completion of such surveys is a material term of this Agreement. RightsDirect will determine a survey frequency for industries reasonably congruent to User, which frequency will be no greater than one set of surveys in every two consecutive Terms (of this or substantially similar Agreements), and RightsDirect agrees that User will not be required to conduct surveys more frequently than the frequency set for User's congruent industries. Notwithstanding the foregoing, the parties agree that a particular set of surveys may have to be redone if RightsDirect determines that the survey(s) conducted did not comply with RightsDirect's standard procedures then in effect.
2. Each of the Rightsholders whose Publications are licensed hereunder has agreed with RightsDirect to rely upon the results of surveys for computing the distribution among them of the License Fees collected from User and other users. User represents to RightsDirect and to such Rightsholders that it will conduct any surveys in compliance with RightsDirect's then-standard procedures. User also agrees to permit RightsDirect, subject to reasonable confidentiality agreements if requested by User, to participate on its premises during survey periods to the extent RightsDirect feels it necessary to verify the accuracy of User's surveys.
3. RightsDirect shall keep confidential and shall not disclose to Rightsholders or to anyone else, except pursuant to court process or order, any of the information User supplies to it concerning specific User reproduction transactions or electronic uses. Further, the specific currency figures contained in Section D of this Agreement shall also be treated by both parties as confidential. Notwithstanding the foregoing, RightsDirect may provide to Rightsholders the identities of Users licensed under RightsDirect's Multinational Copyright License, as well as aggregated information that does not specifically identify any individual User's copying or other use of any individual Publication, and RightsDirect may retain information relating to User's copying and other uses as part of the databases of survey results required to administer both the collection and distribution of royalties under the Multinational Copyright License; such information (together with other information collected under the terms of this Multinational Agreement) may be combined by RightsDirect with similar information collected by affiliates of RightsDirect and User authorizes transfer of such information for processing to entities in countries not subject to the data protection laws of the European Union, including the United States of America. (User warrants that its contact persons have authorized the transfer of their contact details.) In the event of court process or order requiring production of information, RightsDirect shall provide timely notification to User but shall not be required to actively oppose providing the information sought.

#### **F. REPRESENTATIONS AND WARRANTIES OF RIGHTS DIRECT AND RIGHTSHOLDERS.**

1. RightsDirect represents and warrants that it is authorized to grant this license, and that it acts as the direct or indirect non-exclusive licensee of the Rightsholders in granting this license, on the terms set forth herein. The ability of each Rightsholder to grant rights, including to User, independently of RightsDirect remains unaffected.
2. RightsDirect represents and warrants that Rightsholders have warranted that they are authorized to license the rights to the Publications which are granted to User hereunder.
3. Except as provided in Sections B and F, Rightsholders and RightsDirect make no representations or warranties hereunder. Without limiting the foregoing, RightsDirect

expressly disclaims all other warranties, whether express, implied or statutory, including but not limited to any implied warranty of merchantability, fitness for a particular purpose or non-infringement.

#### **G. LIABILITY**

1. User will promptly notify RightsDirect in writing upon becoming aware of any claim or threatened claim arising out of or in connection with any breach of the representations and warranties set forth in Section F.
2. RightsDirect indemnifies and agrees to hold harmless User from any liability to which User may be subject as the result of any third-party claim arising out of or in connection with any breach of the representations and warranties set forth in Section F, provided that User (i) promptly notifies RightsDirect pursuant to Section G.1 above, (ii) tenders to RightsDirect the defense, and (iii) reasonably cooperates in the defense or settlement, of any claim for which it is indemnified hereunder. Further, RightsDirect shall have no duty to indemnify User hereunder in the event that User (a) is in breach of this Agreement, or (b) has engaged in any prior breach which directly or indirectly gave rise to the third-party claim for which indemnification is sought.
3. The aggregate liability of RightsDirect under this agreement for the Initial Term or any Renewal Term hereof shall not exceed the License Fees paid by User for such one-year Term, plus, in the case of indemnified claims under Section G.2 above, reasonable attorneys' fees and court costs that User is required to expend in connection with the noticed claim(s) beyond the defense provided by RightsDirect.

#### **H. MISCELLANEOUS.**

1. This Agreement shall be governed by and construed under the laws of The Netherlands, without regard to the principles thereof of conflicts of law. The courts of Amsterdam, Netherlands, shall have exclusive jurisdiction to adjudicate cases brought by User against RightsDirect and non-exclusive jurisdiction to adjudicate cases brought by RightsDirect against User.
2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified except in a writing signed by both parties.
3. Neither party to this Agreement shall have the right to assign or further sublicense any of its rights or obligations hereunder without the prior written consent of the other party, and any unauthorized assignment or sublicense shall be void and of no force or effect.
4. RightsDirect or its affiliates may from time to time make tools available for use in connection with the Agreement. If User chooses to avail itself of such tools, User agrees to the applicable terms of use, current versions of which will be made available here: <http://www.copyright.com/rightfindterms> and <http://www.copyright.com>.

#### **I. DEFINITIONS --** The following words shall have the following meanings when used in this Agreement:

1. Authorized Electronic Reproduction shall mean a digital form of a portion of an Electronic-Rights Publication either (a) acquired in accordance with Section A.2(a) above or (b), if converted to digital form by User in accordance with Section A.2(b) above, created by User in PDF format or other image-capture format that produces a faithful and accurate representation of such Electronic-Rights Publication portion, and which digital form in either case may be used in accordance with the terms of Section A.2 above.

2. Contractor shall mean a natural person whom User can effectively control and compel to comply with the terms of this Agreement and who would be an employee of User but for the fact that he or she is under such control of User not as an employee but through a contract or other arrangement between User and the person or the person's regular employer (such as through a "temporary hire" arrangement through a professional services agency or a "facilities management" arrangement where such Other Person is engaged to operate a facility for User).
3. Electronic-Rights Publication shall mean any Publication as to which the rights described in Section A.2 of this Agreement are included in RightsDirect's repertory for its Multinational Copyright License, as such repertory may be published and/or supplemented by RightsDirect from time to time. Each Electronic-Rights Publication in such repertory has been placed there with the authorization of one or more Rightsholders.
4. Hard Copy shall mean a reproduction, created by Photocopying, of a portion of a Publication on paper or a paper equivalent (for example, film or acetate).
5. Initial Term shall mean the period beginning on the date set forth at the top of this Agreement and ending on the first anniversary thereof.
6. Internal Purposes shall mean the ordinary business purposes of User; provided, however, that Internal Purposes shall not include (i) fee-for-service copying or other fee-for-service use, (ii) the sale of copies, (iii) the systematic reproduction and distribution of copies to Other Persons, including inter-library loans, or (iv) the bulk reproduction and distribution of copies to Other Persons.
7. Other Persons shall mean all persons other than the User.
8. Photocopying or To Photocopy shall mean the creation of a Hard Copy by any existing or subsequently developed means of reprography analogous to, or performing the function of, photocopying, whether electrostatic, photographic, electronic or otherwise; provided, however, that Photocopying shall not include the right (a) to input or to store a Publication in electronic/digital form, with the potential for later retrieval or reproduction, except for a transitory electronic/digital copy that may be required in the process of producing a Hard Copy; (b) to access a Publication by display on a screen or other viewing method; (c) to alter or manipulate a Publication in any way; or (d) to reproduce any Publication onto a second electronic or digital storage medium for purposes of redistribution, except incidentally in connection with a licensed use, such as in facsimile transmissions for Internal Purposes.
9. Photocopy-Rights Publication shall mean any Publication as to which the rights described in Section A.1 of this Agreement are included in RightsDirect's repertory for its Multinational Copyright License, as such repertory may be published and/or supplemented by RightsDirect from time to time. Each Photocopy-Rights Publication in such repertory has been placed there with the authorization of one or more Rightsholders.
10. FTE Employees shall mean the sum, for all establishments of User in a particular country, of User's full-time employees and of any part-time employees (including any Contractors or temporary employees) of User in the same proportion as the part-time employee's ordinary working hours bear to a full-time employee's ordinary working hours, as well as (where User is not a corporation) any proprietors or partners. When used in the Country Schedule, "Cost Per FTE Employee" is a unit royalty fee determined by RightsDirect for each User industry, based on information about uses of copyrighted works within companies in that industry and a factor reflecting the gross domestic product of each country.

11. Renewal Term shall mean each successive one-year period of this Agreement beginning on the first anniversary hereof.
12. RightsHolder shall mean an entity or individual who has granted CCC authority to license any of the rights described in Section A.1 and/or Section A.2 of this Agreement.
13. Term shall mean either the Initial Term or a Renewal Term, as required by the context.
14. User shall mean the entity named at the top of this Agreement, together with its directors, officers, employees and Other Persons (including majority-owned subsidiaries) whom User can effectively control and compel to comply with the terms of this Agreement (and which controlled Other Persons other than majority-owned subsidiaries User has identified to RightsDirect).
15. Publication shall mean any publication listed in RightsDirect's repertory for its Multinational Copyright License, as to which the rights described in either Section A.1 and/or Section A.2 of this Agreement are listed as included, to the extent of such included rights. The repertory shall be available in publicly-accessible electronic form. The included rights to any Publication listed therein on the first day of a Term of this Agreement, together with the included rights to any Publication added during such Term, shall be licensed hereunder from the day such rights are first listed until the end of such Term (even if such rights are removed during such Term). Photographs, illustrations, graphs and similar materials which are identified as included in a Publication by permission may not be Photocopied or used under Section A.1 or Section A.2 above except in the context of the Publication. For purposes of this Agreement, each issue of a journal or periodical shall be considered a separate Publication; provided, however, that the prohibition under Section A.3 against reproducing or otherwise using all or substantially all of a Publication shall not extend to any work protectable by copyright that is a portion of a larger work (such as where the work is an article in a journal issue containing many articles).

[COMPANY NAME]  
[ADDRESS]  
[ADDRESS]

**RightsDirect B.V.**  
**Hoogoorddreef 9**  
**1101 BA Amsterdam, The Netherlands**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Name (please print)

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Name (please print)

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