

FINDMYPAST LICENCE FOR SMALL ORGANISATIONS AND SOCIETIES

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Acceptance of this Licence will be by receipt of the Order Confirmation Report (Publisher) (as hereafter defined) by the Publisher as part of the JCS Online Ordering Service (as hereafter defined). Acceptance shall be acceptance of all terms and conditions of this Licence and no variation or counter offer will be accepted by the Publisher. In the event that no or partial compliance is made as to the manner or form described for acceptance, no licence will be granted and this offer is deemed withdrawn.

RECITALS

WHEREAS findmypast is an expanding database of over 4 billion international family history records from the U.S., Canada, UK, Australia, New Zealand and beyond, and includes exclusive access to the 1939 Register.

WHEREAS findmypast and all Intellectual Property Rights (as hereafter defined) therein are owned by or licensed to the Publisher;

AND WHEREAS JCS Online Resources Limited is a private limited company incorporated on 7 December 2010 to (1) negotiate licences with publishers and electronic content providers for access to and use of online resources for organisations and Organisations engaged in the provision or support of education and learning, (2) secure subscriptions on behalf of publishers and electronic content providers from organisations and Organisations engaged in the provision or support of education and learning;

AND WHEREAS the Publisher has agreed with JCS Online Resources Limited in the findmypast Agreement between JCS Online Resources Limited and the Publisher to use this Licence as the model for any agreement between the Publisher and a subscribing organisation in relation to the offer agreed between JCS Online Resources Limited and the Publisher as attached to this Licence in Annex 1.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

1.1. In this Licence, the following expressions shall have the following meanings:

“Authorised Users”	means individuals permitted to access and use the Licensed Work from computer terminals or otherwise within the physical premises of the Licensee’s centre or offices. For the avoidance of doubt, these individuals may not be given means to access the Licensed Work when they are not within the physical premises of the Licensee’s centre or offices.
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"Authorised Organisation"	means an organisation or society that has completed the Form attached to the Licence and has paid the applicable licence fee, for as long as such agreement remains in effect.
"Commercial Use"	means use of the Licensed Work for the purpose of monetary reward (whether by or for the Licensee, an Authorised Organisation or an Authorised User) by means of the sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Work.
"Fee"	means the fee as set out in Annex 1.
"Form"	means the form used by JCS Online Resources Limited as part of the JCS online ordering service. A sample copy of the form is attached to this Licence in Annex 2. Once the completed form has been received by the JCS online ordering service, an Order Confirmation Report (Publisher) will be sent to the Publisher by JCS repeating the information on the form regarding the name of the Licensee, the resource, the preferred access method, the start and end date of the subscription period and confirming the date on which the Licensee accepted the terms and conditions of the Licence.
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"Licensed Work"	means the product licensed in this Licence known to the parties as findmypast is an expanding database of over 4 billion international family history records from the U.S., Canada, UK, Australia, New Zealand and beyond, and includes exclusive access to the 1939 Register.
"Offer"	means the offer as agreed between JCS Online Resources and the Publisher in the findmypast Licence which is attached in Annex 1 hereto.
"Order Confirmation Report (Publisher)"	means the report to the Publisher, sent by JCS Online Resources Limited after the Licensee has completed the Form, confirming that the Licensee has placed the order, the resource, the preferred access method, the start and

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"Secure Authentication" means access to the Licensed Work by Internet Protocol ("IP") ranges or by username and password, or by another means of authentication agreed between the Publisher and the Organisation.

"Secure Network" means a network which is only accessible by Secure Authentication.

1.2. Headings contained in this Licence are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

1.3. Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

2. GRANT OF LICENCE

2.1. In consideration for the Fee, the Publisher hereby grants the Licensee a non-exclusive non-transferable licence to access and use the Licensed Work and to allow its Authorised Users to access and use the Licensed Work on the terms and conditions as set out in this Licence.

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3.1. Throughout the term of this Licence, the Authorised Organisation may:

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4.1.2. remove, obscure or modify copyright notices, text acknowledging or other means of identification or disclaimers as they appear;

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4.1.4. display or distribute any part of the Licensed Work on any electronic network, including without limitation the Internet and the World Wide Web, and any other distribution medium now in existence or hereinafter created, other than by a Secure Network;

4.1.5. use all or any part of the Licensed Work for any Commercial Use or for any purpose other than Educational Purposes.

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5.1.2. use all reasonable efforts to ensure that only Authorised Users are permitted access to the Licensed Work;

5.1.3. use best efforts to ensure that all Authorised Users are made aware of and undertake to abide by the terms of this Licence;

- 5.1.4. use all reasonable efforts to monitor compliance and notify the Publisher immediately and provide full particulars on becoming aware of any of the following (a) any unauthorised use of any of the Organisation's password(s); or (b) any breach by an Authorised User of the terms of this Agreement. Upon becoming aware of any breach of the terms of this Agreement the Organisation further agrees to promptly and fully investigate and initiate disciplinary procedures in accordance with the Authorised Organisation's standard practice and use all reasonable effort to ensure that such activity ceases and to prevent any recurrence;
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- 6.3. The Publisher shall provide for customer support services to the Authorised Organisation via e-mail or phone, including answering e-mail enquiries relating to the use, functionality and content of the Product;

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- 7.1. The parties shall supply data on usage of the Licensed Work that is available to them during the term of this Licence. Notwithstanding the foregoing, the parties shall neither assemble nor provide data from which an individual user could be identified.

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- 9.4. Notwithstanding anything to the contrary herein, this Licence will be treated as if terminated if the findmypast Agreement between the Publisher and JCS Online Resources terminates, until either party remedies any breach. JCS Online Resources will notify the Licensee of such termination and when any breach is remedied.
- 9.5. Upon termination of this Licence by the Licensee due to a material breach or repeated other breaches by the Publisher, the Publisher will reimburse the Licensee a pro rata proportion of the Fee paid by the Licensee for the unexpired period of this Licence.
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- 11.9. The Authorised Organisation agrees to provide the Publisher with prompt notice and provide full particulars in the event that it becomes aware of any actual, suspected or threatened claims by any third party in connection with works contained in the Licensed Work and do all things reasonably required to assist the Publisher in such claims. It is expressly agreed that upon such notification, or if the Publisher becomes aware of such a claim from other sources, the Publisher may remove such work(s) from the Licensed Work. Failure to report knowledge of any actual or threatened claim by any third party shall be deemed a material breach of this Licence. At the request of the Publisher, the Authorised Organisation will use all reasonable efforts to remove such work(s) from any copies of the Licensed Work maintained by the Authorised Organisation.
- 11.10. The Authorised Organisation represents to the Publisher that its computer system through which the Licensed Work will be used is configured, and procedures are in place, to prohibit access to the Licensed Work by any person other than an Authorised User; that it shall inform Authorised Users about the conditions of use of the Licensed Work; and that during the term of this Licence, the Authorised Organisation to continue to make all reasonable efforts to bar non-permitted access and to convey appropriate use information to its Authorised Users and .

12. FORCE MAJEURE

- 12.1. Either party's failure to perform any term or condition of this Licence as a result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities) ["Force Majeure"] shall not be deemed to be, or to give rise to, a breach of this Licence.
- 12.2. If either party to this Licence is prevented or delayed in the performance of any of its obligations under this Licence by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

13. ASSIGNMENT

- 13.1. Save as provided herein, neither this Licence nor any of the rights under it may be assigned or sub-licensed by the Authorised Organisation without obtaining the prior written consent of the other Publisher. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Licence and agrees to be bound to all the terms of this Licence.

Email: joyce@jcsolineresources.org

16. GENERAL

- 16.1. This Licence, Schedules and Annexes constitute the entire agreement between the parties relating to the Licensed Work and supersede 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 of both parties in writing.
- 16.2. The Schedules and Annexes shall have the same force and effect as if expressly set in the body of this Licence and any reference to this Licence shall include the Schedules and Annexes.
- 16.3. The invalidity or unenforceability of any provision of this Licence shall not affect the continuation in force of the remainder of this Licence.
- 16.4. The rights of the parties arising under this Licence shall not be waived except in writing. Any waiver of any of a party's rights under this Licence or of any breach of this Licence by the other party shall not be construed as a waiver of any other rights or of any other or further breach. Failure by either party to exercise or enforce any rights conferred upon it by this Licence shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

ANNEX 1: LICENCE FEE AND PAYMENT TERMS

The Licensee will pay the Publisher the applicable Fee through JCS Online Resources Limited in accordance with the applicable charging band as set out below.

Each applicable Fee shall be **due and payable 30 days** after receipt by the Licensee of an invoice for such fee from JCS Online Resources Limited acting on behalf of the Publisher.

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findmypast – British records	£301.88
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