

Content License Agreement – Order Form

Part 1

Parties:

Finimize:	Finimize Ltd incorporated and registered in the United Kingdom with company number 10328011 whose registered office is at 280 Bishopsgate, London, EC2M 4AG.
Partner:	[●] incorporated and registered in the [●] with company registration number [●] whose registered office is [●]. Partner email address: [●]

Contract Details:

Commencement Date:	[●]
Fee:	[INSERT] total fee for the Term]
Payment Schedule:	[INSERT] due date for payment] – [INSERT] value payable]
Approved Affiliates:	[INSERT]
Regions:	[INSERT]
Partner Platform:	[INSERT], e.g.: <ul style="list-style-type: none">i. Partner mobile app(s)ii. Partner website, blog (general)iii. Partner's social media channels e.g. Facebook, Instagramiv. Partner's marketing channels]

This Agreement (including Part 2 of the Order Form and the Terms and Conditions overleaf) has been duly executed as follows:

SIGNED for and on behalf of Finimize

Signature:	
Name:	
Position:	
Date:	

SIGNED for and on behalf of Partner

Signature:	
Name:	
Position:	
Date:	

Part 2

Content details

a) Finimize Content Categories

Content Categories

Daily Brief – text
Daily Brief – audio
Weekly Brief – text
Weekly Brief – audio
Analyst Insight – text
Analyst Insight – audio
Quick Take – text
Quick Take – audio
News story – text
News story – audio
Educational Guide – text

b) Finimize Content volume

- i. Weekly: Finimize publishes a minimum weekly Content volume per each Content Category as outlined in the table below, with the exception of UK bank holidays (as defined here: <https://www.gov.uk/bank-holidays>) and US bank holidays (as defined here: <https://www.federalreserve.gov/aboutthefed/k8.htm>) where Finimize does not publish Content.

Content Category	Weekly Content Volume
Daily Brief – text	5 pieces
Daily Brief – audio	5 pieces
Weekly Brief – text	1 piece
Weekly Brief – audio	1 piece
Analyst Insight – text	5 pieces
Analyst Insight – audio	5 pieces
Quick Take – text	5 pieces
Quick Take – audio	5 pieces
News story – text	10 pieces
News story – audio	10 pieces

- ii. Evergreen: on an ongoing basis and without a pre-defined schedule, Finimize publishes evergreen Educational Guides. Partner can access the existing library of approximately 150 pieces, as well as any new addition, and publish in line with their Content Licence volume as defined in Section 2c.
- iii. Historical: Partner has the right to access and publish Finimize historical content in line with their Content Licence volume as defined in Section 2c.

c) Partner Content Licence volume

Partner has the right to access the following volume under this Content Licence:

Content Category	Licence Volume
Daily Brief – text	Amend as applicable
Daily Brief – audio	Amend as applicable
Weekly Brief – text	Amend as applicable
Weekly Brief – audio	Amend as applicable
Analyst Insight – text	Amend as applicable
Analyst Insight – audio	Amend as applicable
Quick Take – text	Amend as applicable
Quick Take – audio	Amend as applicable
News story – text	Amend as applicable
News story – audio	Amend as applicable
Educational Guide – text	Amend as applicable
Any Content Type – text	Amend as applicable
Any Content Type – audio	Amend as applicable
Any Content Type – text and audio	Amend as applicable

d) Guidance on Finimize Content publishing time and Partner access time

Content Category	Finimize publishing time (UTC)	Details	Partner access time (UTC)	Details
Daily Brief - text	23:00	Weekdays / working days	00:00 (+1)	Tuesdays-Saturdays
Daily Brief - audio	04:00	Weekdays / working days	05:00	Tuesdays-Saturdays
Weekly Brief - text	23:00	Sundays, for Mondays	00:00 (+1)	Mondays
Weekly Brief - audio	23:00	Sundays, for Mondays	00:00 (+1)	Mondays
Analyst Insight - text	23:00	Weekdays / working days	00:00 (+1)	Tuesdays-Saturdays
Analyst Insight - audio	23:00	Weekdays / working days	00:00 (+1)	Tuesdays-Saturdays
Quick Take - text	16:00	Weekdays / working days	17:00	Weekdays / working days
Quick Take - audio	17:00	Weekdays / working days	18:00	Weekdays / working days
News story - text	23:00	Weekdays / working days	00:00 (+1)	Tuesdays-Saturdays
News story - audio	04:00	Weekdays / working days	05:00	Tuesdays-Saturdays
Educational Guide - text	N/A	N/A	any time	any time

Terms and Conditions

Definitions

Agreement: these terms and conditions and their Appendix, the Order Form in two parts and any other documents appended to the Order Form.

Approved Affiliates: the Partner's affiliates, branches and offices detailed in Part 1 of the Order Form.

Content: all content including text, information, data, software, executable code, images, audio or video material in any medium or form provided to Partner by Finimize for incorporation in Partner Platform, as described Part 2 of the Order Form.

Derivative Publications: work generated or developed following the date of this agreement which is based on the Content, including versions of the Content which have been amended by or on behalf of the Partner in any way following delivery by Finimize.

Fee: means the fee outlined in Part 1 of the Order Form.

Finimize Self-serve Web Platform and API: Finimize's self-serve web platform or application programming interface.

Commencement Date: the commencement date set out in Part 1 of the Order Form or if earlier, the date on which Partner displays Content in Partner Platform for the first time.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, 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, and Intellectual Property Rights include, without limitation, any Marks.

Marks: the Finimize trade marks, trade names, service marks, logos, URLs or identifying slogans whether or not registered, specified in Appendix 1 to these Terms and Conditions.

Partner Platform: the Partner's platform specified in Part 1 of the Order Form .

Term: [the 12-month period commencing on the Commencement Date and ending 12 months thereafter].

1. Grant Of Licence

In consideration of the Fee paid in accordance with clause 4, Finimize grants Partner and any Approved Affiliates for the Term, a non-exclusive, non-transferable licence to electronically reproduce the Content for display on the Partner Platform in the Regions.

2. Attribution

Unless agreed otherwise in writing between the parties, there is no obligation on Partner to display attribution to Finimize in connection with use of the Content under this Agreement. Partner may give Finimize credit in connection with the use of the Content, or attribute the Content to Finimize, by identifying Finimize above or below the Content where it is displayed in Partner Platform but may only do so where a mock-up of such attribution has been reviewed and approved (in advance of use and in writing, which includes email) by Finimize. Partner shall not attribute to Finimize any Content which has been altered by Partner in any way, including any Derivative Publications.

3. Renewal

This Agreement shall renew automatically on each anniversary of the Commencement Date for a further term of 12 months (the “**Extended Term**”) unless either party gives notice to the other at least 30 days prior to the expiration of the Term or any future Extended Term of said party's intention not to renew this Agreement.

4. Fees and Payment

- (a) The Partner will pay the Fee. Payment of the Fee will be made in accordance with the payment schedule in Part 1 of the Order Form.
- (b) Finimize will deliver a valid invoice to Partner at least 10 business days prior to the relevant payment date in the payment schedule.
- (c) Finimize will notify the Partner, 30 days prior to the expiry of the Term and any Extended Term, of any adjustment to the Fee for the next Extended Term. If the adjustment to the Fee for the Extended Term is not agreed between the parties prior to the expiry of the then current Term or Extended Term, this Agreement will automatically terminate on the expiry of the then current Term or Extended Term.
- (d) All payments to be made by the Partner under this agreement are exclusive of taxes (including VAT) which shall, where appropriate, be payable by the Partner.
- (e) All payments to be made by the Partner under this agreement (except any deduction or withholding which is required by law) shall be paid free and clear of any deductions or withholdings for, or on account of tax; set-offs; or counterclaims.
- (f) For any deduction or withholding required by law, the sum payable by the Partner required under this deduction or withholding shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Finimize receives and retains (free from any liability in respect of the deduction or withholding) a net sum equal to the sum it would have received if no such deduction or withholding had been made or had been required to be made. If Finimize subsequently receives a credit for the deduction or withholding, it shall immediately pay the amount of the credit to the Partner. A credit shall only be deemed to be received by Finimize if it has relieved Finimize of a present obligation to pay tax.
- (g) All amounts due under this agreement are exclusive of VAT which shall, where applicable, be paid by the Partner at the prevailing rates on the due date for payment and on receipt of a VAT invoice from Finimize.
- (h) If any invoice issued under this Agreement remains unpaid ten (10) days after Partner issues a reminder, which reminder may be issued immediately upon non-payment by the due dates set out in Part 1 of the Order Form, Finimize may refer the debt to a debt collection agency. Any costs incurred by Finimize in connection with the recovery of the unpaid Fee (including any reasonable agency's fees and any legal fees) will be due and payable by Partner.

5. Parties' Responsibilities

- (a) Deliver Content: Finimize will provide access to Finimize Content via the Finimize Self-serve Web Platform or API. Access rights (logins or API keys) to Finimize Content will be provided to authorised users of the Partner. API documentation is provided via <https://developers.finimize.com/>.

- (b) Finimize Content will be delivered/published in accordance with the content volumes outlined in Part 2(b) of the Order Form. Part 2(d) of the Order Form is included as an indication of publishing time only and Finimize does not warrant delivery/publication to these timescales.
- (c) Access Content: Partner has the right to access/poll and publish/display Finimize Content via Partner Platform as outlined in Part 2(c) of the Order Form. Partner is responsible for establishing connectivity to the Self-serve Web Platform or API as relevant and Finimize excludes all liability in this regard.
- (d) Changes to Content and third parties: As between Finimize and Partner, Partner is responsible for any Derivative Publications and for the activities of third parties accessing, changing or otherwise using the Content after it has been made available to Partner under this Agreement.

6. Marks

Finimize grants to Partner a non-exclusive, non-transferable, non-assignable licence to use the Marks solely for the purposes of performing its obligations under clause 2 of this Agreement.

7. Warranties

- (a) Each party warrants to the other that it has full power and authority to enter into and perform their obligations under this Agreement.
- (b) Finimize warrants that the Content (as published by Finimize and without any variation or adjustment):
 - a. does not infringe any third party's Intellectual Property Rights in the Regions;
 - b. is not defamatory, libellous, obscene, unlawfully threatening, unlawfully harassing, pornographic or liable to incite racial hatred or acts of terrorism and do not contain material involving or including child sexual exploitation or abuse, revenge porn, hate crime, fraud, or anything to do with the sale of illegal drugs or weapons, the promotion or facilitation of suicide, people smuggling or sexual exploitation; and
 - c. does not, to the best of its knowledge, contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- (c) Partner warrants that its use of the Content on the Partner Platform and its development and use of any Derivative Publications (whether directly or via a third party):
 - a. will not infringe any third party's Intellectual Property Rights in the Regions;
 - b. is not defamatory, libellous, obscene, unlawfully threatening, unlawfully harassing or otherwise unlawful;
 - c. does not violate any applicable law, legislation or subordinate legislation; and
 - d. does not, to the best of its knowledge, contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- (d) Other than as set out in this clause 8, Finimize makes no warranty as to the suitability of the Content for the Partner's purposes and expressly excludes liability for any loss the Partner suffers in this regard. The Partner is solely responsible for ensuring the lawful use of the Content within the Regions in accordance with applicable laws and regulations.

8. Intellectual Property Rights

- (a) Partner retains all Intellectual Property Rights in the Partner Platform, and nothing in this Agreement shall be taken to grant any rights to Finimize in respect of such Intellectual Property Rights.
- (b) Title to and ownership of all Intellectual Property Rights embodied by or otherwise incorporated into the Content shall remain with Finimize.

9. Indemnity

- (a) Subject to clauses 9(c), Partner shall indemnify Finimize against all claims, liabilities and expenses arising out of:
 - a. Partner's breach of the warranties under this Agreement;
 - b. Partner's failure to comply with the licence restrictions under this Agreement; or
 - c. Partner's failure to comply with all applicable laws and regulations.
- (b) Subject to clauses 9(c), Finimize shall indemnify the Partner against all claims, liabilities and expenses arising out of any claim that the Partner's use of the Content, duly approved in accordance with the provisions of this agreement, infringes the rights of any third party in the Regions. If the use or possession of the Content (as permitted under this agreement) infringes or, in Finimize's opinion, is likely to infringe any intellectual property right of a third party in the Regions, Finimize may at its option and expense:
 - a. procure for the Partner the right to continue to use the Content free from any liability for such infringement;
 - b. modify or replace the Content so as to avoid the infringement;
 - c. terminate this agreement immediately on written notice in respect of the affected Content and refund any fees paid in advance which the Partner does not have the benefit of.
- (c) Any indemnity under this agreement shall only apply to the extent that the indemnified party:
 - a. promptly notifies the indemnifying party in writing of any claim or suit relevant to the indemnity;
 - b. makes no admissions or settlements without the indemnifying party's prior written consent;
 - c. allows the indemnifying party complete control over any negotiations or litigation and/or the defence or settlement of such suit or claim;
 - d. gives the indemnifying party all information and assistance as it may reasonably require; and
 - e. has not caused the relevant loss by the indemnified party's own breach of this agreement or negligence.

10. Liability

- (a) Save where expressly provided, all conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by legislation, common law or otherwise, are hereby excluded to the maximum extent permitted by law.
- (b) Nothing in this Agreement shall operate to exclude or limit any party's liability:
 - a. for death or personal injury caused by its negligence;
 - b. for fraud;
 - c. under any indemnity granted under this Agreement; or
 - d. for any other liability which cannot be excluded or limited under applicable law.
- (c) Neither party will be liable to the other party for any of the following heads of loss or damage (whether in contract, tort (including negligence) or otherwise): (i) indirect and/or consequential loss; (ii) loss of profits (whether direct or indirect); (iii) loss of revenue (whether direct or indirect); (iv) loss of or damage to goodwill (whether direct or indirect); or (v) loss arising from damaged, corrupted or lost data.
- (d) Subject to clause 10.b, Finimize's liability, whether in contract, tort (including negligence), or otherwise and whether in connection with this Agreement or any collateral contract, shall not exceed the value paid in Fees by the Partner under this Agreement.

11. Third Party Rights

No one other than a party to this Agreement and their permitted assignees, shall have any right to enforce any of its terms. This Agreement shall not be assigned by either party to a third party without the prior written consent of the other Party (such consent not to be unreasonably withheld).

12. Announcements

No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other party.

13. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, licences, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

14. Variation, Waiver, Rights And Remedies

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

15. Termination

- (a) Either party (the "terminating party") may terminate this Agreement immediately on written notice to the other party (the "non-terminating party") if:
 - a. the non-terminating party acts in material breach or continuing breach of this Agreement and, in the case only of a material breach which is capable of remedy, it fails to remedy such material breach within 30 days of a request by the terminating party so to do; or
 - b. the non-terminating party is unable to pay its debts or enters into a compulsory or voluntary liquidation, (except for the purposes of amalgamation or reconstruction) or convenes a meeting of its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of a debt, or ceases for any reason to carry on business.
- (b) All clauses in this Agreement which, either expressly or by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect and, except in respect of any accrued rights, neither party shall be under any further obligation to the other.
- (c) Upon termination or expiry of this Agreement, the Partner shall stop accessing and using the Content, shall return to Finimize or delete all access keys or logins, shall remove from its systems all means of access to the Content and shall confirm to Finimize in writing that Partner has done so.

16. Notice

Any notice to be given under this Agreement shall be delivered by email, in the case of (i) the Partner, to the contact details outlined in Part 1 of the Order Form and (ii) Finimize, to business@finimize.com. Such notice will be deemed to have been served, if by email when sent (as long as no delivery failure message is returned and a 'read receipt' is received by return).

17.Counterparts

This Agreement may be executed in one or more counterparts and by each of the parties on separate counterparts, all of which when taken together shall constitute one and the same agreement. Each party consents to the execution of this Agreement by the other party by electronic signature. The use of an electronic signature will have the same validity and effect as a manual signature.

18.No Partnership or Agency

Nothing in this Agreement and no action taken by the parties in connection with it or them will create a partnership or joint venture or relationship of employer and employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so. Nothing in this Agreement or otherwise will make any employees of either party an employee of the other party.

19.Force Majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, provided that the affected party is taking reasonable steps to mitigate the relevant events, circumstances or causes. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four (4) weeks, the party not affected may terminate this Agreement by giving fourteen (14) days' written notice to the affected party. Any departure of the United Kingdom from the European Union will not prevent or preclude either party from exercising any of its rights or performing any of its obligations under this Agreement, and for the avoidance of doubt will not constitute a force majeure under this Agreement.

20.Governing Law and Jurisdiction

This Agreement, and any non-contractual obligations arising out of or in connection with it or its formation or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

Appendix

a) Finimize's Marks

Mark 1



Mark 2

Finimize ; finimize

Mark 3

finimize.com