**SPOTLIGHT PA CONTENT LICENSE AGREEMENT**

This Content License Agreement (the “Agreement”) is made and effective as of the date last signed below (the “Effective Date”) by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Licensee”), and The Philadelphia Inquirer, LLC d/b/a Spotlight PA (“Licensor”) for Distribution of the Licensed Content (as further described in Exhibit I) through the Participating Publications of Licensee.

Licensor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Licensor Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type and State of Org.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participating Publications: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Each capitalized term used and not defined herein shall have the meaning set forth in Exhibit III.

The term of this Agreement (“Term”) shall commence on the Effective Date and shall continue for \_\_\_\_\_ Contract Year(s) thereafter, unless terminated earlier pursuant to the terms specified in Exhibit III.

This Agreement includes the following Exhibits and Schedules:

* Exhibit I: A description of Licensor’s Licensed Content;
* Exhibit II: Delivery Specifications for Licensed Content;

With respect to Licensee’s Distribution of the Licensed Content, this Agreement, including the above-referenced Exhibits thereto, constitutes the entire agreement between the parties and supersedes all prior understandings and communications, oral or written. This document shall not constitute a binding agreement until executed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date

|  |  |  |
| --- | --- | --- |
| **LICENSEE** |  | **The Philadelphia Inquirer, LLC d/b/a Spotlight PA** |
| Signature: |  | Signature: |
| Print Name: |  | Print Name: |
| Title: |  | Title: |
| Signature Date: |  | Signature Date: |

**Exhibit I**

**Licensed content**

the Licensed Content will consist of:

1. all content owned and published by Spotlight PA on SpotlightPA.org during the term of this Agreement (including articles and other textual content, photographs and other still images, audio-only content, audiovisual content if any);
2. all third-party content published by Spotlight PA on Spotlight PA.org and which Spotlight PA has the right to sublicense and distribute during the term of this Agreement on SpotlightPA.org during the term of this Agreement (including articles and other textual content, photographs and other still images, audio-only content, audiovisual content, if any).

**EXHIBIT II**

Licensed Content Delivery Specifications

**Delivery Method**

Content will be delivered by email for an initial period, and eventually will be made available directly via an automated feed.

**Delivery Schedule** Licensor will use commercially reasonable efforts to provide Licensee with a weekly planner identifying the content it expects to publish during the upcoming week and, if applicable, advance notice of more extensive projects that it expects to publish in the future by 4 p.m. on the date prior to the date of first publication of those stories. Such planner will include a digest of all available elements as well as any embargo restrictions. Exceptions may apply.

**Delivery Address**

Licensee shall provide an individual or individual(s) who will serve as the liaison to Spotlight PA, including email address and work phone.

**EXHIBIT III**

Terms and Conditions

1. DEFINITIONS. For purposes of this Agreement:

“Affiliate” shall mean, with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control (i.e., the power to direct affairs by reason of ownership of voting stock, by contract or otherwise) with such person or entity.

“Available Window” means, with respect to an individual article or other item of Licensed Content, the period of time commencing on the release date of such article (which shall mean the later of the date of distribution or the date and time that any applicable embargo is lifted) or item of Licensed Content by Licensor and ending upon the expiration or termination of this Agreement.

“Contract Year” shall mean each consecutive twelve (12) month period during the Term commencing as of the Effective Date and “Term” shall have the meaning set forth on the first page of the Agreement.

1. GRANT OF RIGHTS.
   1. License and Commitment. Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee the non‑exclusive, non-transferable license and right (without the right to publish during the Term of this Agreement to the Licensed Content in the Territory via its print, online and digital editions of its Participating Publications in the English language anywhere in the world (and to reproduce, store and host such Licensed Content on its system(s) and server(s) solely as necessary to effectuate the foregoing grant of rights). (i) Licensee shall not modify, edit, add to, delete from or otherwise change the editorial content of the Licensed Content or any portion thereof; provided, however, that Licensee may make such changes in form and format of the Licensed Content or any portion thereof as technically necessary to effectuate the grant of rights set forth in Section 2(a) hereof as long as such changes do not alter or edit the editorial content thereof.
   2. Content Protection. Licensee shall implement industry standard security systems, standards, practices and procedures to provide content protection to prevent unauthorized or otherwise unlawful access, copying, transmission or exhibition of any Licensed Content, and Licensee shall promptly notify Licensor it becomes aware of any such unauthorized or otherwise unlawful access, copying or Distribution of any Licensed Content.
   3. Reservation of Rights. All rights not expressly granted to Licensee herein are hereby reserved exclusively to Licensor. All rights in and to the Licensed Content are specifically reserved to Licensor and may be exercised and exploited by Licensor by any method and/or means and in any location during the Term, freely and without restriction.
2. DELIVERY OF THE LICENSED CONTENT.
   1. Delivery. Licensor shall, at its expense, deliver published articles that constitute Licensed Content to Licensee in accordance with the delivery specifications set forth on Exhibit III (or such other delivery specifications or method as may otherwise be mutually agreed by the parties).
   2. Amendment or Withdrawal. Licensor may, in its sole discretion, request that Licensee delete, withdraw, amend, correct or otherwise edit any portion of the Licensed Content if Licensor determines in good faith that such Licensed Content: (i) contains material errors, (ii) is or could be subject to a claim that it is defamatory, invades a right of privacy or publicity, or infringes any other right of any person, (iii) contains material that is indecent or obscene, (iv) violates any law or regulation, (v) is being used in violation of this Agreement, (vi) is the subject of a take-down request from any person or entity; or (vi) that Spotlight PA has determined should be corrected, modified or taken down, for any reason, in its sole and absolute discretion. Licensee shall, upon receipt of such notice from Licensor, promptly delete, withdraw, amend, correct or otherwise edit the relevant portion of the Licensed Content as specified by Licensor. Licensee will use commercially reasonable efforts to affect such deletion, withdrawal, amendment, correction or edit within one (1) business day following its receipt of Licensor’s notice and, in any event, will affect such deletion, withdrawal, amendment, correction or edit within three (3) business days following its receipt of Licensor’s notice.
3. INTELLECTUAL PROPERTY NOTICES; LINK.

(a) Notices. Licensee shall cause each article or other document of Licensed Content by published by Licensee to bear a notice comprised of the following elements: (i) display of the Spotlight PA trademark logo (to be provided by Licensor upon execution of agreement); (ii) display of byline credit to Spotlight PA; (iii) preservation of header and footer on all stories, including all links and language (including, without limitation, a link to Spotlight PA.org); and (iv) preservation of any in-line copy promoting Spotlight PA, its newsletter, events, donations, or any other items.) Licensee shall publish all Licensed Content beneath or adjacent to the “Spotlight PA: trademark, which shall be placed and sized with reasonable prominence, as mutually agreed by the parties. Licensee shall ensure that its publications carry copyright notices required to protect Licensor’s copyright in and to the Licensed Content.

(b) Link. Subject to the terms of Section 6 hereof, Licensee, at the request of Licensor, shall publish a link to SpotlightPa.org with all Licensed Content published in the Participating Publications.

5. Consideration. In consideration of the rights provided in this Agreement, Licensee agrees to: (i) run a welcome column from Spotlight PA upon execution of the Agreement; (ii) provide Licensor with a monthly report of all available data analytics for all Spotlight PA stories published in the Participating; (iii) make available online advertising slots to promote Spotlight PA, including but not limited to its newsletter, events, partnerships, donations, etc. at no charge, on a monthly basis, and Licensee will provide specifications for the ads, which will be supplied by Spotlight PA. Licensor agrees that the promises of Licensee under this Agreement are adequate consideration for the rights granted.

6. INTELLECTUAL PROPERTY; TRADEMARKS.

* 1. Licensed Content. As between the parties, Licensor shall be the sole and exclusive owner worldwide, in all formats and for all platforms, of all right, title and interest in and to (including all copyrights and other intellectual property rights in and to) all Licensed Content and all portions or elements thereof and derivative works thereof, and Licensee does not acquire any proprietary rights in any of the foregoing by reason of this Agreement. Licensee hereby acknowledges the right, title and interest of Licensor in and to the Licensed Content and the right of Licensor to use and license the use of the Licensed Content in any way Licensor sees fit, and Licensee agrees not to claim any title or to the Licensor Content or any right to use the Licensed Content except as expressly permitted by this Agreement.
  2. Right to Use M Licensor Marks. Licensee acknowledges that the service marks, trademarks, trade names, logos, and other indicia used by Licensor in connection with the Licensed Content or the publications in which the Licensed Content is published (the “Licensor Marks”) are the exclusive property of Licensor, and Licensee does not acquire any proprietary rights in any Licensor Marks by reason of this Agreement.
  3. Marks. Subject to the prior review and approval in each instance of use by the other party, each of Licensee and Licensor hereby grant to the other the non-exclusive, non-transferable right and license to use the Licensor Marks for the purpose of promoting or indicating the availability of the Licensed Content via the Licensee Services. Any and all goodwill arising from Licensee’s use of the Licensor Marks shall inure solely to the benefit of Licensor. Neither party shall acquire any right in any intellectual property of the other pursuant to this Agreement, except as expressly set forth in this Agreement.

7. REPRESENTATIONS AND WARRANTIES.

(a) Mutual Representations. Each party represents, warrants and covenants to the other party that: (i) it is duly organized and validly existing under the laws of the state under which it is organized, with authority to carry on its business as currently conducted; (ii) it has the authority to enter into this Agreement and to perform fully its obligations hereunder; (iii) it is under no contractual or other legal obligation that interferes in any way with its full, prompt and complete performance hereunder; (iv) the individual executing this Agreement on its behalf has the authority to do so; and (v) this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms.

(b) Licensor Representations. Licensor additionally represents and warrants to Licensee that it has the right to grant Licensee all of the rights granted to Licensee herein, including the Distribution rights described herein. Licensor makes no representations of warranties regarding the Licensed Content, including the volume or availability of any Licensed Content that it may make available to Licensee under this Agreement.

(c) Licensee Representations. Licensee represents, warrants and covenants that (i) it will not use the Licensed Content for any purpose other than as specifically authorized by this Agreement and (ii) it will comply with all applicable laws, rules and regulations in exercising its rights and performing its obligations under this Agreement.

1. INDEMNIFICATION: LIMITATION OF LIABILITY.
   1. **Licensee Indemnities. Licensee will indemnify and hold harmless Licensor, its parents, affiliates, subsidiaries, successors and assigns together with all third parties that have contracted with Spotlight PA for the purpose of contributing and/or using Spotlight PA content, and their respective owners, officers, directors, agents and employees of each (collectively, the “Indemnitees”) from and against any and all claims arising out of or relating to (i) Licensee’s breach of this Agreement; (ii) Licensee’s marketing or promotion of the Licensed Content; (iii) Any assertion that the Licensee marks furnished by Licensee hereunder infringe upon or violate the intellectual property or other proprietary rights (including copyright, trademark, publicity or privacy rights) of any third party; or (iv) Any alteration or modification of, deletion of material from, or addition of materials to, the Licensed Content by Licensee or any of its affiliates, employees, subcontractors, agents or authorized distributors after delivery of the Licensed Content to Licensee.**
   2. **Limitation of Liability. NEITHER LICENSOR NOR ANY THIRD PARTY THAT HAS CONTRACTED WITH LICENSOR TO CONTRIBUTE CONTENT TO THE LICENSED CONTENT, EITHER THROUGH THE LICENSING OF CONTENT TO LICENSOR OR THROUGH ITS PARTICIPATION, OR THE PARTICIPATION OF ITS EMPLOYEES OR CONTRACTORS IN THE CREATION OF THE LICENSED CONTENT, SHALL HAVE ANY LIABILITY UNDER THIS AGREEMENT OR OTHERWISE FOR ANY THIRD PARTY CLAIMS ARISING OUT OF THE PUBLICATION OF THE LICENSED CONTENT OR THE USE OF THE LICENSOR’S INTELLECTUAL PROPERTY UNDER THIS AGREEMENT. LICENSEE ACKNOWLEDGES THAT BECAUSE LICENSEE IS NOT PROVIDING ANY FINANCIAL CONSIDERATION TO LICENSOR FOR THE RIGHTS GRANTED PURSUANT TO THIS AGREEMENT, THE LICENSOR WOULD NOT ENTER INTO THIS AGREEMENT WITH LICENSEE WITHOUT LICENSEE’S AGREEMENT TO THE TERMS SET FORTH IN THIS PARAGRAPH (b).**
2. TERMINATION.
   1. Either party may terminate this Agreement for any reason, or no reason at all, by providing the other with immediate written notice. Upon the termination or expiration of the Term of this Agreement, all of Licensee’s rights to Distribute the Licensed Content or use any Licensor Marks shall immediately cease, and Licensee shall erase and disable further access to and viewing of all Licensed Content (and all copies thereof).
   2. The provisions in this Agreement which must survive the expiration or termination of this Agreement in order to give effect to their intent and meaning shall so survive.
3. NOTICES. Unless otherwise specifically provided, all notices given under this Agreement shall be in writing and shall be delivered the representative of the applicable party identified on the first page of the Agreement.
4. MISCELLANEOUS. The parties to this Agreement are independent contractors. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. “Including” means “including without limitation.” This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. Neither party will assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement (including the exhibit and incorporated documents) is the complete and exclusive statement of the mutual understanding of the parties. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.