



WGSN TERMS OF LICENCE TO EDUCATIONAL INSTITUTIONS

WORTH GLOBAL STYLE NETWORK INC

130 FIFTH AVENUE, SEVENTH FLOOR, NEW YORK, NY 10011, USA ("WGSN")

1. INTRODUCTION

These terms and conditions (the "**Master Terms**"), the Website Terms and the Purchase Document(s) (as defined below) together (the "**Agreement**") govern the licence to use and access the WGSN Content (as defined below) granted to

[] ("Client")

Where these Master Terms are accepted by an existing client using and accessing the WGSN Content under an existing Purchase Document, they will supersede any previous terms with effect from such acceptance.

2. DEFINITIONS

2.1. In the Agreement, the following words shall have the following meanings:

"**Affiliate**" means any entity controlling, controlled by or under common control with Client or WGSN;

"**Charges**" means the charges specified in any Purchase Document payable by Client to WGSN for the WGSN Content;

"**Client Institution**" means the educational institution governed by the Client and, if different to the Client's name, as noted in the Purchase Document;

"**Confidential Information**" means all non-public information in any form, furnished or made available in connection with the Agreement by or on behalf of one party ("Disclosing Party") to the other ("Receiving Party") which is marked confidential or restricted, or would be understood by a reasonable person in the Receiving Party's position to be confidential;

"**Effective Date**" means the date when the first Purchase Document is executed by the parties incorporating the Master Terms;

"**Force Majeure**" means any cause preventing a party from performing any or all of its obligations under the Agreement which arises from or is attributable to strikes, lock-outs or other industrial disputes, pandemic, epidemic or other widespread illness, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage (excluding malicious damage involving the employees of the affected party or its sub-contractors), compliance with any law or governmental order, rule, regulation or direction, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors and, where they are beyond the reasonable control of the party so prevented, any other acts, events, omissions or accidents;

"**ID**" means the password or passwords assigned to Client to use and access the WGSN Content which may be amended by WGSN at any time on notice to Client;

"**Privacy Policy**" means the WGSN privacy policy as published on the Site (and as may be varied from time to time by WGSN upon posting on the Site);

"**Purchase Document**" means each separate document forming part of the Agreement which Client completes to receive the WGSN Content;

"**Registered IP Addresses**" means the internet protocol addresses listed in the Purchase Document and associated with the Client Institution's premises;

"**Renewal Term**" means each automatic renewal term which shall be the same duration as the Term;

"**Site**" means the website(s) run by WGSN incorporating the WGSN Content;

"**Term**" means the term set out in the Purchase Document;

"**User**" means all full or part time students who at the time of use or access of the WGSN Content are registered to study at the Client Institution and all teaching and administrative staff who at the time of use or access of the WGSN Content are employed by Client to work at the Client Institution;

"**User Licence**" means the licence granted to Users to use and access WGSN Content during the Term and any Renewal Term in accordance with the terms of the Agreement;

"**Website Terms**" means the website terms governing use of the Site as published on the Site (and as may be varied from time to time by WGSN upon posting on the Site);

"**WGSN Authorised Signatory**" means any individual on the WGSN executive team authorised to enter into legally binding agreements on behalf of WGSN; and

"**WGSN Content**" means WGSN or its licensors' reports, scorecards, product comparisons, methodologies, spreadsheets, graphics, tables, charts, images, data, mood-boards, assessment tools, formulas and algorithms and all other proprietary content and material provided on the Site and any enhancements and modifications thereto.

2.2. A reference in the Agreement to the singular includes the plural and vice versa and words in one gender includes both genders.

3. CLIENT OBLIGATIONS

3.1. Client shall, and shall ensure that Users shall, use the WGSN Content and the Site in accordance with the Agreement, and Client shall be fully responsible for all actions of Users in respect of the WGSN Content..

3.2. Client shall pay the Charges in accordance with the payment terms set out in each Purchase Document.

3.3. The Client shall permit WGSN to take such steps as WGSN reasonably considers appropriate to monitor compliance by the Client and Users with the provisions of the Agreement, including but not limited to use of the WGSN Ideas Studio described at 4.6.6 below, and the Client shall co-operate fully with WGSN in relation to such monitoring.

4. USER LICENCE FOR WGSN CONTENT

4.1. The User Licence is a non-transferable, non-exclusive, limited licence for the Users to access the WGSN Content for the Term and any Renewal Term within and for the benefit only of the Users and the Client Institution.

4.2. Subject to Clause 4.3, WGSN Content is provided to Client under the Agreement for use and access only through the Registered IP Addresses affiliated with the ID. Client shall and shall procure that Users shall, keep the ID issued under this Clause 4.2 secret and not disclose such ID to any person who is not a User.

4.3. If Client's systems do not permit Users to access WGSN Content remotely through a single ID, then WGSN shall provide separate IDs for each User to access WGSN remotely at premises and through systems away from the Client's premises. In such cases, the User Licence shall be limited to the number of Users specified in a Purchase Document and a User Licence is required for each User that has access to the WGSN Content. Client shall and shall procure that Users shall keep all ID issued under this Clause 4.3 secret and confidential and shall procure that such ID is strictly to be used by the User to which it was assigned only and not by any other individuals.

4.4. Client shall not, and shall ensure that Users shall not sell, lease, transfer, sub-license or otherwise make available or permit access to the WGSN Content or any portion thereof, to any person who is not a User.

4.5. Without prejudice to Clause 8.3.1, failure to comply with any of the requirements of Clauses 4.3 and/or 4.4 shall constitute a breach of the Agreement and entitle WGSN to suspend at its sole option, either an individual User's access to or all Client access to the WGSN Content.

4.6. A User Licence entitles the User to do the following unless otherwise noted in the Purchase Document:

4.6.1. download and display any page from the Site;

4.6.2. download and store WGSN Content on the hard disk of a computer;

4.6.3. print one copy of any page on the Site (but not further copy it);

4.6.4. use extracts from the WGSN Content to form a collage of ideas (in either electronic or hard copy form) provided that:
(i) the WGSN Content (but not material not taken from the WGSN Content or otherwise owned/licensed by WGSN) is attributed to WGSN by showing the "©WGSN" copyright sign;

- (ii) the collage is used strictly only within the Client Institution; and
 - (iii) no further copies of the collage are made,
- 4.6.5 make unrestricted use of material described on the Site as “WGSN – downloadable”; and
- 4.6.6 share, by means of the transfer by e-mail of zip files from the WGSN Ideas Studio, WGSN Content only with other Users for downloading and display only on a single computer screen and for the purpose only of research and discussion between Users and never for re-use or dissemination to any person who is not a User.
- 4.7. For the avoidance of doubt, Client shall not and shall procure that Users shall not distribute, reproduce, modify, store, transfer or in any other way use any of the WGSN Content (including by using it as part of any library, news, information, archive, website or similar service) other than as set out above.
- 4.8. Client shall procure that:
- 4.8.1. Users who are students shall only exercise the User Licence as necessary to study their course at the Client Institution; and
 - 4.8.2. Users who are teaching staff shall only exercise the User License as necessary to teach courses at the Client Institution,
- and not for any other purpose, including but not limited to any commercial or other work they may be engaged to carry out for a third party.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. All intellectual property rights in the WGSN Content are reserved by WGSN or its licensors (as applicable) and no such rights whatsoever are assigned to Client or Users under the Agreement. Any misappropriation or unauthorised use of the WGSN Content may unfairly and irreparably harm WGSN and/or its licensors. Client shall not commit or permit any act or omission that would impair WGSN’s or its licensors’ proprietary and/or intellectual property rights in the WGSN Content.

6. WARRANTIES AND LIMITATION OF LIABILITY

- 6.1. Client agrees that the WGSN Content is provided only for general information and is not intended to address particular requirements of Client and/or Users. In particular, the WGSN Content does not constitute any form of advice, recommendation or arrangement by WGSN and shall not be relied upon by Client or User in making (or refraining from making) any specific investment or other business or personal decisions and acknowledges that professional advice should be obtained before making any such decision.
- 6.2. WGSN will deploy anti virus software across its IT assets and Site but makes no warranty that the WGSN Content is free from infection, viruses or anything else that has contaminating or destructive properties or that Client’s use of the WGSN Content will be uninterrupted, error-free or secure or that any defects therein will be corrected.
- 6.3. Because of the number of sources from which WGSN obtains content and the nature of electronic distribution via the world wide web, WGSN does not give any warranties in respect of the WGSN Content. WGSN Content is provided on an “as is”, “as available” basis and WGSN does not guarantee its accuracy, timeliness, completeness, performance or fitness for a particular purpose. WGSN reserves the right to modify the WGSN Content at any time.
- 6.4. WGSN does not warrant, endorse, guarantee or assume responsibility for any product or service (i) advertised by a third party on the Site or (ii) offered by a third party through any site hyperlinked to the Site or make any representations about their content or availability. Any use or resultant transaction is made entirely at Client’s own risk and WGSN accepts no liability for any losses resulting from such action. Please note that WGSN gives no warranty that links to third party sites on the Site shall be marked as such.
- 6.5. All implied warranties are excluded from the Agreement to the extent that they may be excluded as a matter of law.
- 6.6. Nothing in the Agreement shall limit WGSN’s liability for death or personal injury resulting from WGSN’s negligence or for fraud.
- 6.7. WGSN’s aggregate liability in respect of any loss, damage, liabilities and expenses suffered by Client and/or Users in respect of any Term or Renewal Term and arising out of or in connection with the Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way,

shall not exceed the Charges paid by Client for that Term or Renewal Term as applicable. WGSN shall not be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for any of the following suffered or incurred by Client and/or Users arising out of or in connection with the Agreement:

- 6.7.1. any loss arising from or in connection with loss of revenues, profits, data, contracts or business or failure to realise anticipated savings;
- 6.7.2. any loss of goodwill or reputation or any special, indirect or consequential losses;
- 6.7.3. any damages arising from failure by the User to use the Site and/or the WGSN Content in accordance with the Agreement; or
- 6.7.4. third party claims of any kind.

7. INDEMNIFICATION

- 7.1. Client shall be liable to WGSN for all and any breaches of the Agreement by Client and/or Users and hereby agrees to indemnify and hold WGSN, its employees, agents, officers, directors and other representatives harmless from and against all liabilities, damages, claims, actions, costs and expenses (including legal fees) which WGSN may suffer or incur in connection with or arising from any breach of the Agreement by Client or the Users or any such third parties.

8. TERMINATION

- 8.1. The Master Terms are framework terms and conditions which, once signed by the parties, will come into effect each time a Purchase Document is signed by the Client and a WGSN Authorised Signatory.
- 8.2. The Agreement shall continue for the Term, and continue thereafter for each Renewal Term unless earlier terminated or suspended in accordance with the Agreement; or unless either party notifies the other in writing of termination at least 30 days of the end of the Term or Renewal Term as the case may be .
- 8.3. Either party may terminate the Agreement (in whole or with respect to particular Purchase Documents only) with immediate effect by written notice to the other:
- 8.3.1. if the other party commits a material breach of the Agreement which is not remediable, or (where the breach is capable of remedy) is not remedied within 30 days after being required by notice to do so;
 - 8.3.2. for convenience upon written notice at any time after the expiration or termination of all Purchase Documents executed hereunder; or
 - 8.3.3. if the other party becomes or is declared insolvent or takes formal steps to commence bankruptcy (including the making of a bankruptcy order) or makes or proposes any composition with its creditors or the appointment of a receiver or similar officer over or in respect of some or all of its assets or takes any steps to enter into an insolvency process including without limitation the appointment of a liquidator, administrative receiver, administrator, provisional liquidator, receiver or any other office holder over or in respect of some or all of its assets or the filing of any papers at court in respect of a moratorium or the taking of any steps for dissolution or strike off.
- 8.4. Without prejudice to Clause 8.3, where WGSN reasonably believes that Client has breached the terms of the Agreement (including by late payment of any invoices submitted or misuse of the ID, WGSN may terminate the Agreement with immediate effect or temporarily suspend Client access to the WGSN Content (without refund of any Charges).
- 8.5. A Purchase Document may include additional termination provisions applicable only to such Purchase Document. Subject to Clause 8.3, the termination of an individual Purchase Document will not affect any other Purchase Document.
- 8.6. Notwithstanding termination or expiry of the Agreement or any individual Purchase Document, any provisions in the Agreement that by their nature are intended to survive expiration or termination of the Agreement shall continue to have full force and effect.
- 8.7. The Charges shall be refunded to Client on a pro rata basis in the event of termination by Client pursuant to Clauses 8.3.1 or 8.3.3. In the event of termination for any other reason there shall be no refund of any Charges paid by the Client.

9. CONSEQUENCES OF TERMINATION

- 9.1. Immediately following the expiry or termination of a Purchase Document or the Agreement (as applicable), Client will (i) procure that all Users cease using the WGSN Content and the ID; and (ii) permanently delete from their records and storage media and destroy all copies of the WGSN Content or any parts thereof in Client’s possession or under Client’s control within 10 days of the expiry of the relevant Purchase Document. Upon termination, WGSN shall also be entitled to suspend all access to the WGSN Content provided under the applicable Purchase Document(s).
- 9.2. If WGSN so requests, Client shall provide WGSN with written confirmation (in the form required by WGSN) that Client has complied with Clause 9.1 (the “Confirmation”). If WGSN does not receive the Confirmation within 28 days of such request, WGSN may charge Client an amount equal to the greater of (i) 65% of the Charges; or (ii) three months of the then current charges for the WGSN Content (in the case of free trials where no Charges are included) (the “Reduced Charge”). Following payment of the relevant Reduced Charge the Client will be able to use all WGSN Content downloaded in accordance with the Agreement up to the date of the Confirmation.

10. CONFIDENTIALITY

- 10.1. Save as expressly permitted hereunder, each party will keep confidential the terms of the Agreement as well as any other Confidential Information disclosed to it by the other party provided this shall not apply to any information which:
 - 10.1.1. is/ becomes public knowledge other than by breach of this Clause 10;
 - 10.1.2. is in the possession of the Receiving Party without restriction in relation to disclosure before the receipt date from the Disclosing Party;
 - 10.1.3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 10.1.4. is independently developed by the Receiving Party without access to the Confidential Information; or
 - 10.1.5. is required to be disclosed by operation of law, government regulation, or order of a Court of competent jurisdiction, providing the Receiving Party first gives written notice of such required disclosure to the Disclosing Party.
- 10.2. The obligations with respect to Confidential Information shall survive termination of the Agreement and continue for as long as such information remains confidential.

WGSN Authorised Signature (CEO and direct reports)

Signature:
 Print Name:
 Job Title:
 Date:

11. PRIVACY POLICY

- 11.1. The Client consents to use of the Client and User details in accordance with the Privacy Policy.

12. GENERAL

- 12.1. The Agreement shall be governed by, and construed in accordance with, the laws of New York, NY .Client may not assign, sub-license or otherwise transfer any of its rights or obligations under the Agreement without the prior written agreement of a WGSN Authorised Signatory.
- 12.2. Neither party will be held in breach of the Agreement in the event of any delay or failure to perform its obligations by reason and to the extent and duration (only) of any Force Majeure event.
- 12.3. No right, power or remedy conferred upon or reserved for WGSN is exclusive of any other right, power or remedy available to WGSN provided either under the Agreement or as a matter of law and each such right, power or remedy shall be cumulative.
- 12.4. In the event that any provision of the Agreement is held to be invalid or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.
- 12.5. No person who is not a party to the Agreement, including but not limited to the User, shall have any rights under or in connection with the Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 and the rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement shall not be subject to the consent of any third party.
- 12.6. The Agreement is the complete agreement between WGSN and Client regarding the WGSN Content. Any Client terms or conditions contained in, or incorporated by reference into, a purchase order, confirmation or other document submitted by Client which purport to vary or supersede the Agreement shall be of no effect. Each of the parties agrees that in entering into the Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in the Agreement.
- 12.7. The Agreement may not be changed or amended except in writing signed by both parties.
- 12.8. Where the Agreement has been translated into a language other than English and there is any inconsistency between the interpretation of the English version and the translated version, the meaning under the English version shall prevail.

FOR SIGNATURE WHEN CONCLUDED WITH A PURCHASE DOCUMENT.

The signatory confirms that they have full authority to sign on behalf of Client

Signature:
 Job Title:
 Full Client Name:
 Address:
 Country:
 Date: