

## *Data Distribution and Content License Agreement*

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**THIS DATA DISTRIBUTION AND CONTENT LICENSE AGREEMENT** (this "Agreement"), dated on the 29th day of November, 2016 (the "Effective Date") is executed by and between Cengage Learning, Inc. ("Cengage") with an address at 27500 Drake Road, Farmington Hills, Michigan 48331, USA, and University of Central Punjab ("Publisher") with an address at 1-Khayaban-e-Jinnah, Johar Town, Lahore, Pakistan. Cengage and Publisher are sometimes referred to in this Agreement as a "Party" or, together, as the "Parties."

**WHEREAS**, Cengage is a developer of print and digital information products including but not limited to reference books and databases; and

**WHEREAS**, Publisher publishes the publications listed on Exhibit A, including any serial editions, supplements and annuals to this Agreement (each, a "Publication" and, collectively, the "Publications"); and;

**WHEREAS**, Publisher wishes to provide to Cengage, and Cengage wishes to obtain, a license to reproduce the Publications, incorporate them into its databases, products, and services (the "Cengage Products"), and offer them for license and sale as part of the Cengage Products, all in accordance with the terms of this Agreement;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, Cengage and Publisher agree as follows:

1. **Grant of License.** Publisher grants to Cengage the non-exclusive worldwide license to:
  - a) **Cengage Products.** Incorporate all or portions of the Publications, in Cengage's sole discretion, into one or more of the Cengage Products, and to distribute, deliver, or transmit the Publications, in whole or, in whole or in part, for display, storage, and copying by authorized users of the Cengage Products. Cengage and its distributors may distribute such Cengage Products in all formats, media, and distribution channels, whether supported by subscription, transactional (e.g., "pay-per-view"), or advertising, now known or hereafter devised, including but not limited to: magnetic tape, optical media, CD-ROM, ebook, electronic static images (e.g., .pdf), online distribution, Internet services, or microform (collectively, "Media").
  - b) Convert the Publications into any format compatible with the applicable Cengage Products, including without limitation, conversions designed to ensure compatibility with the database structure and search logic, and to make the Publications available to third parties for the sole purpose of enhancing search functionality through indexing and tagging.
  - c) Use Publisher's trademark and images in conjunction with the exercise of the rights granted herein and in sales, marketing, and promotional materials that list the Publications, or selected portions or articles therefrom, contained in the Cengage Products.

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- d) Sublicense any and all rights under the License (subject to all of the restrictions and obligations hereunder with respect thereto) to only those Gale third-party distributors (“Distributors”) with closed-subscription, non-open web platforms.

**2. Other Rights Retained.** As between the Parties, Publisher retains all rights, including copyright, in and to the Publications. Cengage shall not overwrite, obscure or delete any proprietary rights notices included in the Publications as provided by Publisher. As between the parties, Cengage shall retain all right, title and interest in and to the Cengage Products and its respective delivery platforms, systems, technology and materials.

**3. Royalties and Payments.** Provided Publisher is current in its delivery of the Publications to Cengage, as required herein, Cengage shall pay to Publisher:

- a) Concerning Cengage Products for which usage information is available, a royalty of 30% of Cengage’s revenue attributable to usage of Publisher’s content in such Cengage Products; provided, Publisher’s share shall be determined by the actual usage of the Publications, or portion thereof, in relation to the total usage of licensed content within a Cengage Product.

- b) Concerning Cengage Products for which usage information is not available, a royalty of 30% of Cengage’s revenue attributable to the inclusion of Publisher’s content in such Cengage Products; provided, Publisher’s share shall be determined by the percentage of the Publications’ content in relation to the total licensed content within a Cengage Product.

- c) Concerning the transactional (“pay-per-view”) display or purchase of all or a portion of the editorial content of the Publications by users of Cengage Products that contain the Publications, or portions thereof, a royalty of 30% of Cengage’s revenue from each such transaction relating to the Publications.

- d) Concerning all other sales and paid uses of the Publications, or portions thereof, for which no specific royalty percentage is provided hereunder, a royalty of 30% of Cengage’s revenue attributable to the Publications, using commercially reasonable formula, in Cengage’s discretion, for determining attributable revenue.

- e) Twice per year during the term of this Agreement, for the six-month period ending on each June 30 and December 31 during the term, Cengage shall pay to Publisher any royalties earned in accordance with this Section 3. Cengage shall deliver to Publisher a statement of such royalties, together with the royalty payment indicated on such statement, within ninety (90) days after each June 30 and December 31, as the case may be.

- f) Cengage shall pay all royalties hereunder to the payee set forth on Exhibit B hereto, or such other payee as Publisher may designate in writing, subject to each such payee’s execution and delivery of such documentation as Cengage may require.

#### **4. Term, Termination.**

- a) The initial term of this Agreement shall be for a period of three (3) years commencing on the Effective Date, and shall automatically renew for successive three (3) year periods until

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terminated in writing by either party at least one hundred-eighty (180) days prior to the expiration date of the initial term or any renewal term of the Agreement.

b) Either party shall have the right to terminate this Agreement upon written notice at any time if the other party is in breach of any material term, condition, warranty, or covenant of this Agreement and fails to cure that breach within ninety (90) days after receipt of written notice from the non-breaching party describing such breach.

c) Upon termination or expiration of this Agreement for any reason, Cengage and its Distributors shall have the right to continue to use the editorial content of the Publications incorporated into Cengage Products prior to the termination of this Agreement, subject to the continued payment of royalties as provided herein

### 5. **Delivery of Content.**

a) Publisher agrees to ensure that each issue of the Publications shall be made available to Cengage on as timely a basis as it is made available to any other distributors, vendors, aggregators, or resellers and that Cengage may display such Publication with the same degree of currency as may any other distributors, vendors, aggregators, or resellers.

b) Publisher shall deliver the Publications in one of the formats set forth on Exhibit C hereto. If Publications are not available electronically, Publisher shall, at no expense to Cengage, provide two (2) hardcopy copies, or subscriptions if Publications are subscription products, of the Publications for the full term of this Agreement, including the initial term and any renewal terms. Subscriptions shall be sent to Cengage's Serials Department at the following address:

**Gale Serials Department**  
P.O. Box 33545  
Detroit, Michigan 48232

c) If Publisher fails to timely deliver to Cengage any editions, issues, copies, versions or otherwise designated Publications required pursuant to Agreement, Cengage may obtain such Publications ("Missing Copies") by any legal means available and incorporate them in the Cengage Products, whereupon Cengage may deduct from the royalties otherwise payable to Publisher the costs of obtaining any Missing Copies.

### 6. **Representations and Warranties; Indemnity.**

a) Cengage's Representations and Warranties. Cengage represents and warrants to Publisher that it has full right, power and authority to enter into this Agreement and perform its obligations hereunder, and the execution and performance of this Agreement do not violate any agreement or arrangement to which Cengage is bound or any applicable law, rule or regulation.

b) Publisher's Representations and Warranties. Publisher represents and warrants that (i) it has the full right, power, and authority to enter into this Agreement, and to grant the rights

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granted hereunder with respect to the Publications, including without limitation, each article contained in each Publication; (ii) the execution and performance of this Agreement will not cause Publisher to be in breach of any obligation to any third party; (iii) the Publications do not infringe any copyright, violate any proprietary or privacy right or contain any scandalous, libelous, or unlawful matter (collectively, "IP Rights"); and (iv) no formula or instruction contained in the Publications is injurious to any person or property.

c) Indemnity. Publisher shall indemnify, defend, and hold Cengage and its Distributors harmless from and against any damages, losses, or expenses (including reasonable attorney fees) (collectively "Losses") arising out of any claim, demand, action, or proceeding against Cengage or any Distributor in relation to the Publications or any breach by Publisher of its representations and warranties hereunder. This paragraph shall survive the termination or expiration of this Agreement.

d) Limitation of Liability. Except with respect to amounts payable pursuant to the indemnification provisions of this Agreement, breaches of either party's confidentiality obligations and/or arising from a parties willful misconduct, in no event shall either party or Cengage's Distributors be liable for any indirect, special, incidental, or consequential damages, including, without limitation, lost profits, arising out of any failure or alleged failure by such other party to perform any of its obligations under this Agreement. The foregoing limitation of liability shall apply regardless of the cause of action under which such damages are sought without limitations, breach of contract, negligence, strict liability or other tort. The maximum aggregate liability of Cengage and its Distributors to Publisher hereunder shall not exceed the royalties paid (or payable if they have not been paid) to Publisher during the twelve (12) month period immediately preceding the date on which a claim arises.

**7. Correction of Licensed Materials.** Publisher shall notify Cengage in writing of any allegations or claims known to Publisher that the Publications infringe any patent, copyright, trademark, or other intellectual property rights of any third party. Publisher may request in writing that Cengage remove or cease distributing any portion of the Publications if Publisher reasonably believes that Cengage's use of such Publications, or portions thereof, is in violation of law or infringes any IP right of any third party. Cengage shall reasonably cooperate with Publisher to remove or such Publications from the Cengage Products; provided with respect to Publications reproduced in tangible media such as CD-ROM, microform, or magnetic tape, Publisher shall reimburse Cengage for all costs associated with the recall, revision and replacement of such Cengage Products.

**8. Notice.** Any notice or other communication required under this Agreement shall be in writing and shall be considered given when delivered by hand or mailed by certified or registered mail, return receipt requested, or delivered by an express delivery courier service (e.g., Federal Express or Airborne Express), to Publisher's address set forth on Exhibit B and to Cengage at:

Cengage Learning, Inc.  
ATTN: Sandra Parr  
Senior Director, Licensing

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27500 Drake Rd.  
Farmington Hills, MI 48331-3535

With a copy to:

Cengage Learning, Inc.  
20 Channel Center Street  
Boston, MA 02210  
Attention: Legal Notices

**9. Publicity.** Publisher shall not publicly use Cengage's or its Distributors' respective names, trademarks, or logos in any publicity, promotion, news release, website posting, announcement, client list, marketing materials, or other disclosure or otherwise refer to Cengage or any Distributor in any way in or with the media with respect to this Agreement or the transactions contemplated hereunder, unless Publisher has obtained Cengage's prior written consent.

**10. Assignment.** This Agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. This Agreement may not be assigned by either party without the prior written consent of the other, except to a purchaser of all or substantially all of the assets which are required for performance of this Agreement.

**11. Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to conflict of law principles there under. Any dispute arising under this Agreement shall be resolved in the state and federal courts of New York County, New York, and each party hereto waives any objection to venue and hereby submits to the personal jurisdiction of such courts.

**12. Force Majeure.** Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party, including but not limited to, acts of God, acts of terrorism, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes, and other natural disasters.

**13. Confidential Information.** Each party acknowledges that, from time to time, it may be exposed to certain information, which is the other party's confidential and proprietary information and not generally known to the public ("Confidential Information"). Each party agrees that it will take appropriate steps to protect the other party's Confidential Information from unauthorized disclosure, that it will not disclose such Confidential Information to any third party (other than in the case of Cengage, to Cengage's Distributors), and that it will not use any such Confidential Information other than as authorized by this Agreement, without the prior written consent of the other party. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of disclosure by the recipient or anyone to whom the recipient transmits the information, (b) becomes available to the recipient on a non-confidential basis from a source other than the disclosing party who is not bound by a confidentiality agreement with the disclosing party, (c) was known to the recipient or in its possession prior to the date of disclosure by the disclosing party, (d) is

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independently developed by the recipient without reference to the Confidential Information of the disclosing party, or (e) is required to be disclosed pursuant to applicable law, rule or regulation.

**14. Prevailing Terms.** In the event of a conflict between the terms and conditions set forth in the body of this Agreement and any exhibit or other attachment hereto, the terms and conditions of the relevant exhibit or attachment shall prevail.

**15. Waiver.** The failure by either party to insist upon strict enforcement of any terms and conditions of this Agreement shall not be construed as a waiver of such right or of any other right hereunder.

**16. Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

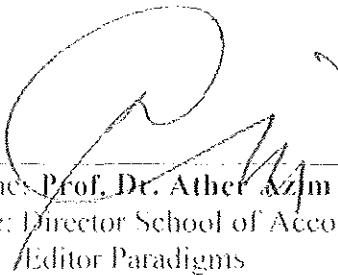
**17. Survival.** The provisions of Sections 4, 6, 7, 8, 11, and 17 shall survive the termination or expiration of this Agreement for any reason.

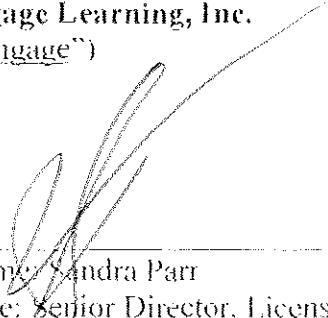
**18. Entire Agreement.** This Agreement and any exhibits, addenda, or amendments constitute the entire understanding between the parties with respect to the subject matter thereof. There are no other understandings, agreements, representations, or warranties relied upon by either party, which are not included herein. This Agreement may be modified only in writing signed by both parties.

By their signatures below, the Parties, intending to be bound, have executed this Agreement as of the Effective Date:

**University of Central Punjab**  
("Publisher")

**Cengage Learning, Inc.**  
("Cengage")

By:   
Name: Prof. Dr. Athar Azim Khan  
Title: Director School of Accounting & Finance  
Editor Paradigms

By:   
Name: Sandra Parr  
Title: Senior Director, Licensing

FEIN: \_\_\_\_\_

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## **Exhibit A Titles Comprising the Publications**

Paradigms

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### Exhibit B Contact Information

Publisher: Please fill in the contact information below.

Contact Type	Contact Name	Title	Email Address	Phone
Primary Point of Contact:	Ijaz Hussain Bokhari	Associate Editor	bokhari.ijaz@ucp.edu.pk	+92-321-978-6984
Contract Signer:	Prof. Dr. Ather Azim Khan	Director School of Accounting & Finance (Editor)	ather.azim@ucp.edu.pk	+92-321-402-8246
Point of contact for matters concerning Royalties:	Prof. Dr. Ather Azim Khan	Editor	ather.azim@ucp.edu.pk	+92-321-402-8246
Point of contact for matters concerning Content Delivery:	Muzaffar Asad	Joint Editor	muzaffar.asad@ucp.edu.pk	+92-321-405-8949
Point of contact for matters concerning Marketing:	Muzaffar Asad	Joint Editor	muzaffar.asad@ucp.edu.pk	+92-321-405-8949
Point of contact for matters concerning Legal Notices:	Prof. Dr. Ather Azim Khan	Editor	ather.azim@ucp.edu.pk	+92-321-402-8246
Royalties will be made payable to:	Name University of Central Punjab			



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## **Exhibit C Data Specifications**

### **Formats:**

XML is the format that is most preferred due to its standardization and reliability.

The following list, in order of preference, specifies formats that are good candidates for successful data conversion and use.

XML (following the News Industry Text Format industry standard – NITF ver 2.5+)  
XML (following an in-house or customized standard)  
SGML  
HTML(preferably simple, without elaborate “mark-up” – i.e. tables, graphics, links, etc.)  
Tagged ASCII text  
PDF  
Microsoft Word documents  
Quark (Not QuarkXPress)  
Untagged ASCII text

### **Other Formats we can accommodate**

Mp4 or .Mov formats for multimedia video we host  
ePUB

It is recommended that formats, such as the ones listed above, also be submitted for preliminary evaluation in order to ensure that critical elements (such as publication title, date, article title, and article text) are clearly identified.

### **Delivery Methods:**

The following list, in order of preference, specifies data delivery methods.

FTP push  
FTP pull  
E-mail enclosure  
E-mail text  
CD-ROM  
DVD  
External Hard Drive  
Webscrape/Open Source – typically scraping simple html or pdf files

Other delivery options may be possible but must undergo preliminary evaluation.

Contact [Data.Liaison@cengage.com](mailto:Data.Liaison@cengage.com) for answers to questions or clarification.