

IRS End User License Agreement

A) Definition:-

- a) **Licensor:** Licensor means and includes Media Research Users Council and its successors and/or assigns.
- b) **Licensee:** Licensee means and includes persons/companies/company/body corporate/association etc. and its successors who have subscribed to the Licensed Software.
- c) **Surveyor:** Surveyor means and includes Nielsen India Pvt. Ltd. and such other person/firm/company/companies/association that may be appointed by the Licensor in order to carry out the survey.
- d) **License Period:** A period of 2 years from the date of release of the respective Quarterly reports or semi-annual reports or annual report for the respective year subscribed by the Licensee.
- e) **Licensed Software:** The scope and extend to which the Licensor has permitted the Licensee to use the said IRS data and software as described in the estimate. It includes Quarterly reports or semi-annual reports or annual report for the respective year subscribed by the Licensee.
- f) **License Fee:** The payment of the amount as stated in the estimate by the Licensee to the Licensor for the lawful use of the Licensed Software.

B) Facts to the Knowledge of the Licensee:-

- i) The Licensor is a registered not-for-profit body and has active corporate members drawn from all industry including major Organisation, Advertisers, Advertising Agencies, Publishers, Manufacturing Companies and Broadcast/Other Media. The Licensor was incorporated in the year 1994 and has nearly more than 200 members. The Licensor is a unique body set-up for a purposive achievement and improvement of the media industry.
- ii) The Licensor was incorporated interalia to achieve the following objectives:-
 - a) To determine the needs and frequencies of research and/or surveys required for the assessment of various media for advertising.
 - b) To conduct surveys and/or research into the readership, viewership and/or listenership of various media for advertising such as newspapers and periodicals, television, radio, outdoor hoardings and all other media, which carry advertisements in an organised manner.
 - c) To maintain and propagate the highest possible standards of integrity, fairness and reliability in media research and to ensure that its output are not misused to convey a misleading impression by or to any party.
 - d) To disseminate the findings of such surveys and/or research through any medium with or without charge.
 - e) To develop and disseminate software and other methods of handling media research and other data.
 - f) To provide a forum for the discussion and resolution of disputes and/or issues relating to media research.
 - g) To provide, maintain and uphold fair, sound, ethical and healthy principles and practices of media research.
 - h) To promote better understanding of the benefits of fair, sound and ethical media research amongst media, advertisers and advertising agencies.
 - i) To represent, protect, inform and guide the members of the Company on matters relating to media research.

- j) And such other and further objectives as have been specified and/or may be specified.
- iii) The Licensor is an industry-mandated body that conceptualizes, facilitates and ratifies the findings of media research across any large medium that is utilized for Advertising of products and services. Several new research design improvements, higher frequency of research outputs and best practices have been the milestones achieved by the Licensor over the last 18 years. The media that is currently researched under the Licensor's direct involvement is - Indian Readership Survey (IRS).
- iv) IRS has been modelled on internationally accepted annual sample spread, IRS is the largest continuous readership research study in the world with an annual sample size exceeding 2.3 lakh respondents. IRS measures readership of newspapers and magazines. IRS also measures other media consumption; including television viewing, radio listening, cinema attendance and Internet usage. Expanded media measures such as time spent using different media and frequency of media usage; it provides an in-depth understanding of media behaviour.
 - a. The Survey is conducted among individuals who are 12 years and above in age.
 - b. IRS collects a comprehensive range of demographic information and provides extensive coverage of consumer and product categories, including cars, household appliances, household durables, household care and personal care products, food and beverages, finance and holidays.
 - c. The universe for IRS has been defined as the total resident urban and rural population of India aged 12 years and over. The survey excludes the off-shore territories such as Lakshadweep and Andaman & Nicobar Islands, Arunachal Pradesh and parts of Kashmir from the survey. IRS is a random sample survey, following internationally accepted concepts, standards and norms in media audience measurement. The individual/s selected for administering the IRS questionnaire, to the best of the knowledge of the Licensor, are not related to any members of the Licensor or to any of the members and / or representatives of Nielsen that conducts this research. The inclusion of publications, TV channels, radio stations or any other media vehicle, brands, products, product categories or any other information contained in the questionnaire is based on the information available or made available to the Licensor by the industry constituents at the time of commencing the field work for this survey. That any inclusion or omission or error in any manner is unintended and is neither purported to favour the business interests of any section neither of the industry or society nor to the detriment of the same. All the information areas included in the survey are purported and meant to benefit the users of such syndicated research data, for making informed decisions.
 - d. The basis for population estimate is the data made available by Census 2011.
 - e. That certain assumptions and hypotheses were imperative to be made, in order to compute the final estimates pertaining to all the reported variables, including the ones that were not available from Census 2011.
 - f. All other projections and estimations in IRS are computed and estimated based on the percentage incidence figures (i.e. percentage of sampled universe that responded with 'yes' or 'no' answers for the administered questions) in the sample of respondents.

- g. The estimations made and provided in the IRS are based on random sampling methodology and all such estimates operate within 20% (approximate) error level for any reporting breaks.
- h. Any of the assumptions, estimations and projections does not, in any manner, indicate or represent either the past or future periods.
- i. The normal minimum fieldwork period on which estimates are released by the survey is 12 months.
- j. Estimates for a title released will cease to be released if the unweighted all-adult readership for the title for the period falls below 30. The media list will be reviewed each year four times at the time of data release. The intention of this rule is to avoid any estimate that may not be robust.
- k. The stringent process and implementation of data collection, data validation, projecting them to the Population Universe is based on the methodology practiced by the Licensor and the surveyor and certified by the Technical Committee of the Licensor and other Committees of the Licensor, the actual survey is conducted by the Surveyor.
- l. The representatives to these committees are chosen from time to time, from all the member constituents by the head of Technical Committee of the Licensor, with the members of the Board of Governors of the Council.
- m. The Board nominates a member of the Council to partner in the process.
- n. The processes followed by the Licensor is not certified by any independent body, and not necessitated to be so, as the Licensor is a 'not-for-profit' neutral body, established to maintain and propagate the highest possible standards of integrity, fairness and reliability in media research and to ensure that its outputs are not misused to convey a misleading impression by or to any party.
- o. The Licensee may utilize the findings of the IRS on its own free will and faith that the same is useful for its business interests, well-being and for market and media planning.
- p. The Licensor has endeavour to follow the best possible business practices such as data validation, random field back checks of the findings and ratifies the same with other available databases for directional and / or trend accuracies prior to the release of the findings.
- q. The Licensor has provided Licensed Software on "AS IS" and on an "AS IT IS AVAILABLE" basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- r. The reporting software for IRS uses proprietary software algorithms to arrive at certain estimates. The estimates so arrived at may not match with estimates arrived at with the help of a different software using the same data.
- s. The Licensor has not made any representations about the suitability of the information contained in Licensed Software for any purpose whatsoever.
- t. On the basis of the representations and assurances made by the Licensee to the Licensor, the Licensor has agreed to give a non-exclusive, revocable, limited, non-transferable license to use the Licensed Software on license to the Licensee on the following terms, conditions and on consideration as more particularly mentioned hereunder.

C) Representations and Warranties of Licensee:-

- a. The methodology, process and techniques adopted by the Licensor are confidential information and may not be shared in any manner by the Licensee.

- b. The Licensee shall not directly or indirectly (and shall not permit any third party to):
 - i. Remove, obliterate, conceal or obscure any copyright notice or other proprietary notices contained in the Licensed Software or use the Licensed Software in any way that infringes the copyrights or other proprietary interests in the same;
 - ii. Modify, adapt, or make any alterations, additions or amendments, translate, reverse engineer, decompile or disassemble the Licensed Software or the software used to run it or create derivative works based on them;
 - iii. Combine the whole or any part of the Licensed Software with any other software, data or material.
- c. The Licensee will not sell, rent, lease, loan or sub-license or in any other manner transfer the Licensed Software in whole or in part to any other party, or use the Licensed Software to create any derivative products for resale, lease, license, etc. or any other form of transfer. The Licensee will use the said Licensed Software for its legitimate business purpose.
- d. The Licensee is bound by the design, methodology and processes adopted by the Licensor or that may be adopted by the Licensor in future and that the Licensee will not call the same into question in any manner, in any context and under any circumstances whatsoever.
- e. The Licensee would use the said software entirely at his/her/its own risks and that the Licensor shall under no circumstances be liable for any losses or damage including the following (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of the Licensed Software regardless of the form of action.
- f. The Licensee has agreed to subscribe and be bound by the license terms and conditions and has requested the Licensor to provide the Licensee to use the Licensed Software.

D) Previous Agreements are Superseded:-

This agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them.

E) Scope of License:-

The Licensor hereby grants license to the Licensee to use the Licensed Software for the License Period.

F) Permissions and Restrictions to use the Licensed Software:-

It is Agreed, Confirmed and Declared that the license to use the Licensed Software are at all times, subject to the following terms and conditions agreed upon between the Licensee and the Licensor that:

- a. The Licensee of the IRS data and software is not the owner of the data and software. The Licensor is the owner of the IRS data and all the documentations relative thereto and/or contained therein. The Licensor licenses the software for use with IRS data.
- b. The Licensed Software and the data is licensed and not sold.
- c. The whole and all portions of the software and the data are the copyrighted work of the Licensor.
- d. The license is strictly non-transferable and revocable.

- e. The license is non-exclusive.
- f. The IRS data can only be used post subscription. Any divergence from this may have legal implications.
- g. The Licensee shall not use the survey for any purpose that is unlawful/ contrary to or prohibited to these presents.
- h. The Licensee shall not use the IRS in any manner that could damage, disable or impair the Licensor or the Surveyor or any other person/entity.
- i. The Licensee agrees and undertakes not to gain unauthorized access to the contents of the IRS.
- j. The Licensee also agrees and undertakes that if they access the IRS data, he/they/it shall not share the data with anyone who has not read these presents and agreed to them. It shall be the Licensees responsibility to make its clients and/ or any other being made a privy to the IRS agree to these presents of Purchase and use.
- k. The Licensee shall not directly or indirectly (and shall not permit any third party to):
 - i. Remove, obliterate, conceal or obscure any copyright notice or other proprietary notices contained in the Licensed Software or use the Licensed Software in any way that infringes the copyrights or other proprietary interests in the same;
 - ii. Modify, adapt, or make any alterations, additions or amendments, translate, reverse engineer, decompile or disassemble the Licensed Software or the software used to run it or create derivative works based on them;
 - iii. Combine the whole or any part of the Licensed Software with any other software, data or material.
 - a. This license does not authorize the Licensee to sell, rent, lease, loan or sub-license or in any other manner transfer the Licensed Software in whole or in part to any other party, or use the Licensed Software to create any derivative products for resale, lease, license, etc. or any other form of transfer. The Licensee can use the said Licensed Software for its legitimate business purpose.
 - b. All rights not expressly granted herein are reserved by the Licensor.

G) Word of Caution:-

- a. The Licensed Software may not reflect category penetration for seasonal products accurately since it does not conduct the fieldwork across all the months of the year.
- b. The Licensee is required to refer to the fieldwork period displayed in the reporting software.
The Licensed Software is a sample survey. A sample survey estimate which is based on respondent count lower than 30 is considered as volatile and hence it cannot be analyzed. The user is required to verify the sample size before using the IRS estimates. The Licensor shall not entertain any query from Licensee which is based on respondent count lower than 30.

H) Warranty/Representations of the Licensor:-

- a. The Licensor has not made any representations about the suitability of the information contained in the Licensed Software for any purpose.
- b. The methodology, process and techniques adopted by the Licensor are confidential information and may not be shared in any manner by the Licensee.

- c. The reporting software for IRS uses proprietary software algorithms to arrive at certain estimates. The estimates so arrived at may not match with estimates arrived at with the help of a different software using the same data.
- d. That the Licensor has provided IRS on "AS IS" and on an "AS IT IS AVAILABLE" basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- e. The Licensee is bound by the design, methodology and processes adopted by the Licensor or that may be adopted by the Licensor and that the Licensee will not call the same into question in any manner whatsoever.
- f. The Licensor makes no representations about the suitability if the information contained in the IRS for any purpose.

I) Extent of Liability:-

The Licensee shall use the said software entirely at his/her/its own risks and that the Licensor shall under no circumstances be liable for any losses or damage including the following (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of the Licensed Software regardless of the form of action.

J) Liquidated Damages:-

In the event the Licensee either directly or through any sister concern, association, agent, assign or through any person claiming through or under the Licensee or through any other third party does any of the following acts then in that event the Licensee shall pay the Licensor a sum of two times the subscription amount as Liquidated damages. Both the parties herein agree that the said amount of damages would be suffered by the Licensor on account of the said breach and the said amount is a genuine pre-estimate of damages.

- i. Remove, obliterate, conceal or obscure any copyright notice or other proprietary notices contained in the Licensed Software or use the Licensed Software in any way that infringes the copyrights or other proprietary interests in the same;
- ii. Modify, adapt, or make any alterations, additions or amendments, translate, reverse engineer, decompile or disassemble the Licensed Software or the software used to run it or create derivative works based on them;
- iii. Combine the whole or any part of the Licensed Software with any other software, data or material.
- iv. Sell, rent, lease, loan or sub-license, or permit any third party to access the said Licensed Software or in any other manner transfer the Licensed Software in whole or in part to sister concern, association, agent, assign or through any person claiming through or under the Licensee or through any other third party, or use the Licensed Software to create any derivative products for resale, lease, license, etc. or any other form of transfer.

K) Indemnity:-

Without prejudice to whatever is stated hereinabove, during the continuation of this Agreement and thereafter, the Licensee shall indemnify and keep indemnified the Licensor and the Surveyor against any loss/damage/ costs/ consequence/ claim that would be suffered or is suffered due to any improper, incorrect or impermissible use of the IRS, whether in whole or in part, whether direct or indirect by the Licensee or his

agents/servants/subordinates/clients. The amount arrived at by the Licensor of the loss suffered would be final and that would not be disputed by the Licensee.

L) Severability of Provisions:-

That the Terms and Conditions of Use incorporated by reference, any notices contained on the Web Site of the Licensor, the Privacy Policy, Copyright, Terms and Conditions, together constitute the entire agreement with respect to access and use of the Licensed Software. If any provision of the this Agreement is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect the validity and enforceability of the remaining provisions

M) Amendment to this Agreement:-

This Agreement may be amended only by a written Agreement.

N) Resolution of Disputes / Arbitration / Jurisdiction:-

This Agreement and its Terms and Conditions shall be governed by and construed in accordance with Indian law.

- a. All differences and disputes of whatsoever nature, arising between the parties including those that are in connection with, concerned with or relative to any aspect of the Licensed Software inclusive of this Agreement between the parties and also any dispute or difference in regard to the interpretation of any provision or term or the meaning thereof, whether during the currency/sustenance of this Agreement or after the determination thereof, including any dispute, difference or controversy in regard to the interpretation / meaning / application of this clause, shall be referred to Mediation. There shall be two Mediators one being the Chairman of the Licensor and the other being the Chairman of the Licensee. The Mediators shall endeavour to settle the matter amicably between the parties within a period of one month from the date of commencement of the Mediation or within such extended time as the parties may decide mutually.
- b. The Licensor being a 'not-for-profit' neutral body, established to maintain and propagate the highest possible standards of integrity, fairness and reliability in media research would endeavour and take all steps necessary to settle the matter by Mediation. However, if the Mediation fails then in that even the said dispute shall be referred to arbitration by Sole Arbitrator to be nominated by the Licensor's Board of Governors and the said arbitration shall be governed by the Arbitration and Conciliation Act 1996.
- c. The place of arbitration shall be Mumbai.
- d. In all cases where "Court" has jurisdiction to entertain, try and dispose of matters governed by and/arising under or taken under any provision of the said Act, the
- e. party/ies shall take such proceedings in an appropriate Court in Mumbai alone to the exclusion of all other Courts in the rest of India.

O) Waiver:-

Any forbearance or delay by the Licensor in enforcing any provisions of these terms and conditions of this Agreement or any of its rights under this Agreement shall not be construed as a waiver of such provision/s or its rights thereafter to enforce the same.

P) Termination of the Agreement:-

The Licensor may, in their sole discretion, interalia in the following cases terminate this Agreement:

- i. Violation of the terms of this Agreement, or



- ii. Any misuse of the Licensed Software by the Licensee, his / its employees, partners, associates, servants and agents,
- iii. On termination of the licence, for any reason whatsoever, the Licensee shall immediately cease to have any rights or licence in respect of the Licensed Software or any part of it and no part of the Licence fee would be refundable.

Q) Force Majeure:-

The Licensor's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any Government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, failure of the Internet and other networks beyond the control of the Licensor, equipment failure, industrial or labour dispute, inability to obtain essential supplies and the like.