THE NATIONAL ARCHIVES (1)
MYHERITAGE INC (2)

LICENCE AGREEMENT

1841, 1851, 1861, 1871, 1881, 1891 and 1901 Census Returns

Redacted under FOI exemption 43.
THIS AGREEMENT is made on

BETWEEN

(1) THE KEEPER OF PUBLIC RECORDS for and on behalf of THE NATIONAL ARCHIVES of Kew, Richmond, Surrey TW9 4DU ('the Licenser'); and

(2) MyHeritage (USA) Inc., a Delaware corporation with offices at 4778 N. 300 W. Suite 230, Provo, Utah 84604, and its parent company

INTRODUCTION

IT IS AGREED:

1. Definitions
1.1 In this Agreement the following words and expressions shall have the following meanings:

‘the Acknowledgement’ means a statement in the form set in Schedule 1, or as otherwise advised by the Licenser from time to time;

‘Business Day’ means any day on which banks in the City of London are open for business;

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‘Change of Control’ means a change of Control in the Publisher as defined by s416 of the Income and Corporation Taxes Act 1988.

‘Companies Acts’ means the Companies Act 1985 and, to the extent relevant, the Companies Act 2006 and all other statutes and subordinate legislation from time to time in force concerning companies and other bodies corporate;

‘the Effective Date’ means the date of signature of this agreement as written above;
‘Intellectual Property Rights’ means any current and future intellectual property rights, including without limitation copyrights, trademarks, trade names, domain names, rights in logos and get-up, inventions, confidential information, trade secrets and know-how including commercial know-how, design rights, patents, utility models, semi-conductor topographies, all rights of whatsoever nature in computer software and data, rights in databases, privacy rights; and all intangible rights and privileges of a nature similar, analogous or allied to any of the above in every case in any part of the world and whether or not registered, including, in relation to the above all renewals, reversions or extensions; the right to sue for damages for past infringement; and all forms of protection of a similar nature which may subsist anywhere in the world.
‘Year’ means the period of 12 months from the Effective Date and each subsequent consecutive period of 12 months during the currency of this Agreement.

1.2 Headings used in this Agreement are for ease of reference only and shall not affect its interpretation.

1.3 References to:

1.3.1 the parties clauses sub-clauses and the recitals are to the parties clauses sub-
clauses of and recitals to this Agreement.

1.3.2 any act or regulation will be construed as referring also to any amendment or re-
enactment (whether before or after the date of this Agreement).

2. Grant of Rights; Reversion of Rights

Redacted under FOI exemption 43.
3. Duration of Agreement

Redacted under FOI exemption 43.
4. Provision of Licensed Material

5. Obligations of the Publisher

Redacted under FOI exemption 43.
7. Confidential Information
8. The Licensor's Warranty

9. The Publisher's warranties

Redacted under FOI exemption 43.
10. Termination

Redacted under FOI exemption 43.
11. Effect of Termination

12. Force Majeure

Redacted under FOI exemption 43.
13. General

[Redacted under FOI exemption 43]
As witness this Agreement has been signed by the authorised representatives of the parties on the date first written above.

Signed by:

for and on behalf of the **Licensor**

Name:

Signed by:

for and on behalf of the **Publisher**

Name:

**SCHEDULE 1**

**Acknowledgement**

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SCHEDULE 2

LICENSED MATERIAL:

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SCHEDULE 3

TIMETABLE FOR RELEASE OF
PUBLISHER’S ONLINE SERVICE

Publisher’s Online Service: Date of Licensor Approval: Date of Launch:
SCHEDULE 4: COMMERCIALLY SENSITIVE INFORMATION

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