

**Data
Licence Agreement**

Licence Number:

By and between

"Client"

and

"CACI"

CACI Limited
CACI House
Kensington Village
Avonmore Road
London
W14 8TS

Registered in England &
Wales No. 1649776

The Client acknowledges and agrees to abide by the terms of this Agreement, including the limitations on use of the Deliverables as set forth in Clauses 2 and 3 of this Agreement. This Agreement consists in the Schedules identified below.

Schedule A - Terms and Conditions

Schedule B - Deliverables, Licence Fees and Special Conditions

Schedule A
Terms and Conditions

1. Definitions

“Client” means only the party that has ordered the Deliverables from CACI and is named above and shall exclude any parent, subsidiary or affiliate of the Client.
“Commencement Date” means the date that this Agreement has been signed by both parties hereto.
“Deliverables” means the deliverables set forth in Schedule B.
“Location” means the Client’s premises as detailed in Schedule B.
“Reports” means all reports and maps generated through using the Deliverables.

2. Delivery and Licence Grant

2.1 CACI shall deliver one copy of the Deliverables to the Client at the Location. Risk of loss shall pass to the Client upon delivery.
2.2 CACI grants the Client a personal, non-exclusive, non-transferable licence to use the Deliverables at the Location free of charge for the term of this Agreement for the purpose of research on a non-commercial basis only and subject to the restrictions set forth herein and any that are specified in Schedule B.

3. Licence Restrictions

3.1 Unless otherwise expressly stated to the contrary in Schedule B, the Client shall not (i) publish or display the Deliverables or any part thereof, (ii) disclose to any third party, or allow any third party access to, the Deliverables or any part thereof, (iii) permit any third party to use the Deliverables or any part thereof or (iv) use the Deliverables or any part thereof for the benefit of any third party whether as a bureau or in order to provide services to such third party.
3.2 The Client may publish the Reports provided that (i) no data is taken directly from the Deliverables for inclusion in the Reports and (ii) where data in the Deliverables is aggregated by the Client, that aggregated data may only be included in the Reports if it represents less than 25% of all the data in the Deliverables when aggregated.
3.3 The Client may create a reasonable number of copies of the Deliverables for backup and archival purposes. Otherwise the Client may not reproduce the Deliverables, in whole or in part, or any code contained in the Deliverables.
3.4 All proprietary notices incorporated in or marked on the Deliverables must be reproduced on all Reports. In addition all proprietary notices incorporated in or marked on the Deliverables and the Reports must be reproduced by the Client respectively on every copy of the Deliverables and every copy of the Reports, and any part thereof, and shall not be altered, removed or obliterated.

4. Warranties

4.1 CACI warrants that any services will be provided and any Deliverables produced with reasonable care and skill. The Client acknowledges that any classifications in the Deliverables reflect statistical probabilities only and as such no warranty can be given as to their accuracy and no guarantee can be given as to any particular outcome arising from use of the Deliverables.
4.2 Except as set forth in this Clause 4, CACI makes no warranties, whether express or implied, regarding or relating to the Deliverables or services supplied pursuant to this Agreement. To the maximum extent permitted by law, CACI specifically disclaims all implied warranties as to satisfactory quality and fitness for any particular purpose (even if CACI has been informed of such purpose) with respect to the Deliverables and any services supplied hereunder.

5. Audit Rights

5.1 CACI reserves the right to audit for compliance with the terms and conditions of this Agreement. Such right of audit shall include (without limitation) the right to audit any relevant database and computer files maintained by the Client to ensure that use of the Deliverables by the Client is in compliance with the provisions of this Agreement.

6. Intellectual Property Rights

6.1 The proprietary rights in the Deliverables, any modifications and copies thereof, are vested in and shall remain vested in CACI and its third party licensors.
6.2 Nothing in this Agreement shall constitute a transfer or assignment of any copyright, database rights or other intellectual property rights of CACI or any of its third party licensors.

7. Confidentiality

7.1 “Confidential Information” includes without limitation the terms of this Agreement, the Deliverables, any information identified by the disclosing party as proprietary or confidential, and any information that, when taking into consideration the circumstances surrounding disclosure of the same, a reasonable person would determine to be of a confidential or proprietary nature. Each party shall hold in confidence Confidential Information of the other party and the other party’s licensors and use it solely in accordance with the provisions of this Agreement and not disclose, or permit to be disclosed, said Confidential Information directly or indirectly to any third party without the other party’s prior written consent. Notwithstanding the foregoing, each party (“First Party”) may disclose Confidential Information of the other and its licensors, in whole or in part, to the First Party’s employees, officers, directors, professional advisers and or subcontractors (i) who require access to the same in order to enable the First Party to exercise its rights and perform its obligations hereunder and (ii) provided that the First Party ensures that they keep such information confidential. All Confidential Information shall remain the Confidential Information and the sole property of the disclosing party or its licensors.
7.2 Information will not be considered to be Confidential Information if (i) available to the public other than by a breach of this Agreement; (ii) properly disclosed to a party, without restriction, by a third party with the legal authority to do so; (iii) independently developed by a party without use or reference to the Confidential Information of the other; (iv) known to the receiving party, without restriction, prior to disclosure by the disclosing party; or (v) produced in compliance with applicable law or a court order, provided the disclosing party is given notice and an opportunity to object to the disclosure.
7.3 In the event of a breach of this Clause, the damaged party will be entitled to injunctive relief and/or a decree for specific performance and such further relief as may be proper. The provisions of this Clause shall survive the termination of this Agreement.

8. Limitation of Liability

8.1 WITHOUT PREJUDICE TO CLAUSES 8.2 AND 8.3 AND EXCEPT IN THE CASE OF A BREACH OF CLAUSE 3 (LICENCE RESTRICTIONS) OR CLAUSE 7 (CONFIDENTIALITY), NEITHER PARTY’S LIABILITY FOR ANY DAMAGES, NOR THAT OF CACI’S LICENSORS, SHALL EXCEED FIVE THOUSAND POUNDS (£5,000). ALL LIABILITY UNDER THIS AGREEMENT IS CUMULATIVE AND NOT PER INCIDENT. EACH PARTY AGREES TO TAKE REASONABLE ACTION TO MITIGATE ITS DAMAGES.
8.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF REVENUES OR PROFITS, LOSS OF GOODWILL, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
8.3 NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR IN ANY WAY LIMIT (I) EITHER PARTY’S LIABILITY FOR FRAUD OR (II) EITHER PARTY’S LIABILITY TO THE OTHER FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE.

Schedule A Terms and Conditions

9. Term and Termination

9.1 This Agreement shall commence on the Commencement Date and shall continue until terminated in accordance with the terms set forth below.

9.2 CACI or the Client may terminate this Agreement immediately at any time by written notice to the other if:

9.2.1 the other commits a material breach of this Agreement which (i) is not capable of being remedied or, (ii) if capable of being remedied, the other fails to remedy within thirty (30) days after receiving written notice requiring it to do so; or

9.2.2 the other becomes insolvent, has an administrator, receiver or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its winding-up, dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or any event occurs in a foreign jurisdiction analogous to, or comparable with, any of the above.

9.3 CACI may terminate this Agreement upon written notice to the Client where, as a result of a change in the ownership of the Client that has taken place or is about to take place, the Client is owned or partly owned by a competitor of CACI.

10. Effect of Termination - Upon termination of this Agreement, the Client shall cease using the Deliverables and mailing lists segmented by using the Deliverables and shall destroy or return to CACI (as directed by CACI) all copies of the Deliverables in its possession or under its control. The Client shall give CACI written notice certifying that it has complied with the provisions in this Clause 10 as soon as practicable after the termination of this Agreement. Termination shall not relieve the Client from paying all fees accrued under this Agreement prior to termination and shall not limit either party from pursuing any remedies other than termination.

11. Employment of Personnel – During the term of this Agreement and for twelve (12) months thereafter the Client shall not solicit for employment whether as an employee, agent, partner or consultant, any employee of CACI with whom the Client has had dealings during the previous twelve (12) month period (“Relevant Employee”). The parties agree that a reasonable forecast of the damages arising from breaching this Clause with respect to a Relevant Employee would be, and the Client agrees to pay as liquidated damages if in breach of this Clause, an amount equal to the salary that said Relevant Employee would receive over a period of six (6) months as of the date of the breach of this Clause. CACI may also seek injunctive relief in the event that the Client is in breach of this Clause. The provisions of this Clause shall, for the avoidance of doubt, not apply to the recruitment of a Relevant Employee who responds to a bona fide public advertisement for a vacancy.

12. General

12.1 **Notices** - Any notice to be given under this Agreement shall be in writing and shall be deemed to be sufficiently given by one party to the other if (i) served personally on a director of the other party, (ii) sent by special delivery to the other party at the address set forth above or to such other address as the other party may have specified by notice in accordance with this Clause or (iii) sent by facsimile to the other party. Notices shall be deemed to be served (i) at the time of the actual delivery in person, (ii) seventy-two (72) hours after posting and (iii) twenty-four (24) hours after successful transmission by facsimile, evidenced by a transmission report.

12.2 **Assignment** - The Client may not assign this Agreement in whole or in part, nor any rights under this Agreement, without CACI's prior written consent.

12.3 **Entire Agreement** - This Agreement supersedes all previous and contemporaneous agreements and understandings including the terms in any purchase order issued by the Client and constitutes the entire understanding between the parties concerning the subject matter of this Agreement. However this provision shall not operate to limit or exclude any liability for fraud. No terms,

provisions or conditions of any purchase order, acknowledgement or other business form that the Client may use in connection with the licensing of the Deliverables will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of CACI to object to such terms, provisions, or conditions. This Agreement may not be amended except in writing signed by duly authorised representatives of each party.

12.4 **Waiver** - The failure of either party to enforce any term of this Agreement does not constitute a waiver of it and shall in no way affect the right later to enforce the term.

12.5 **Severability** - Should any provisions be held to be unenforceable or contrary to law the remaining provisions shall remain in full force and effect. Where relevant, the parties shall use their reasonable endeavours to agree a new provision resembling the invalid one in its commercial consequence as much as possible.

12.6 **Force Majeure** - In the event of national emergency, war, prohibitive governmental regulation, labour disputes or any other cause beyond the reasonable control of the parties (“Force Majeure Event”) the obligations of the parties shall be suspended for so long as the Force Majeure Event renders performance of this Agreement impossible. Notwithstanding the foregoing, the Client shall not be entitled to suspend its obligation to pay any sums due and payable hereunder as at the date of any Force Majeure Event.

12.7 **Governing Law** - This Agreement shall be governed and construed in accordance with English Law. In the event of a dispute the parties hereby agree to submit to the exclusive jurisdiction of the English courts.

12.8 **Rights of third parties** –The parties agree that any person who is not a party to this Agreement shall have no right pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement or rely on any exclusion or limitation contained therein. However this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

12.9 **Publicity** - Before making press announcements and generally publicising this Agreement and its contents, CACI shall obtain that the Client consents in writing to any such press announcement or publicity, such consent not to be unreasonably withheld, provided that CACI shall not have to obtain any such consent in order to refer to the Client as one of its clients.

Schedule B
Deliverables, Licence Fees and Special Conditions

Deliverables:

ACORN at postcode level for the UK
Health Acorn at postcode level for the UK

NOT CENSUS DATA

Special Conditions:

The Client may use the Deliverables for the purpose of academic research only.