

## TERMS AND CONDITIONS

This Agreement (as defined below) sets forth the terms and conditions applicable to the Subscription between CACI and Subscriber.

## DEFINITIONS

**“Agreement”:** these terms and conditions and the DSA Offer and any amendments agreed by the parties of the foregoing as may be agreed upon by the parties, each of which are incorporated herein.

**AWS Marketplace”** means the marketplace operated by Amazon Web Services, Inc. located at <https://aws.amazon.com/marketplace/> as it may be updated from time to time.

**“CACI”** means CACI Limited, a company incorporated and registered in England and Wales with company number 01649776 whose registered office is at CACI House, Kensington Village, Avonmore Road, London W14 8TS, the provider of the Services.

**“Commencement Date”:** the date that the Agreement is entered into by the Client.

**“Confidential Information”:** all information, data or material of whatsoever nature in any form which is necessary for CACI to disclose to the Subscriber pursuant to this Agreement and anything the Subscriber creates which is derived from or based upon the information data or materials disclosed to it by CACI. It shall not include any information or materials which: (a) are in or enter into the public domain (other than as a result of disclosure by the receiving party or any third party to whom the receiving party disclosed such information); (b) were already in the lawful possession of the receiving party prior to the disclosure by the disclosing party; (c) are subsequently obtained by the receiving party from a third party who is free to disclose them to the receiving party; or (d) are required to be disclosed by law or regulatory authority.

**“Client”** the Party Subscribing to the Services.

**“Client Generated Data”:** any data generated by the Client using the Data, whether or not in conjunction with the Client’s own or 3<sup>rd</sup> party data, during the Term of this Agreement.

**“Client Generated Reports”:** reports generated by the Client during the Term using the Data, and which reports only contain an insubstantial part of the Data.

**“Data”:** data used in providing the Services that is owned by CACI or licensed by CACI from third parties.

**“DSA Offer”** means the offer by CACI for a subscription to the Services as set forth in the detail page on AWS Marketplace and subject to the terms of this Agreement.

**“DP Legislation”** means the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 and any successor legislation in force in the UK from time to time.

**“Fees”:** the fees payable during the Term of this Agreement as set out in the DSA Offer (unless otherwise stated Fees are exclusive of VAT which shall be payable at the applicable rate).

**“IPR”:** intellectual property rights including copyright, database rights, trademarks, design rights, patents and/or know how.

**“Services”:** the supply of Data under the Subscription.

**“Subscription”** means Subscriber’s entitlement to Data listed and provided by CACI in AWS Marketplace under the terms of this Agreement.

**“Term”:** the term of this Agreement as set out in DSA Offer.

Any reference to the singular includes plural and vice versa (unless the context otherwise requires).

## 1. THE SERVICES

1.1 The Client appoints CACI and CACI accepts such appointment to (a) provide the Services through AWS Marketplace, and (b) licence the Data upon the terms of this Agreement. A Subscription, as described in the applicable DSA Offer, includes Data distributed via AWS Marketplace which may be downloaded via Amazon Simple Storage Services (Amazon S3) or other available functionality (collectively, “Downloaded Data”). The frequency of updates to the Data via data revisions by the Provider shall be as set forth in the applicable DSA Offer.

## 2. FEES

2.1 The Fees for the Services are set out in the DSA Offer and the Client shall pay in accordance with the terms set out in the DSA Offer.

## 3. LICENCE GRANTS

3.1 CACI hereby grants to the Client a non-exclusive (a) licence during the Term to use the Data and/or Client Generated Data provided to the Client, and/or (b) perpetual licence to use the Client Generated Reports, for the bona fide and proper purposes of its business and subject to clause 4.1.

## 4. LICENCE RESTRICTIONS

4.1 The Client shall not be entitled to disclose to any third party the whole or part of the Data, Client Generated Data and/or Client Generated Reports provided to the Client except to (a) provide or market its goods and/or services to its, individual non-commercial, customers or prospective customers, and/or (b) third parties approved in writing by CACI (such approval not to be unreasonably withheld) to use the same for analysis, consultancy, processing, evaluation and/or enhancement solely for the benefit of the Client’s business and subject to Client procuring that the said third party complies with clauses 3.1, 4, 5.3, 6 and 7.

4.2 The Client shall ensure that all proprietary notices contained in or on the Data Client Generated Data and/or Client Generated Reports are reproduced on every copy made thereof in whole or part and are not removed, altered or obliterated.

4.3 The Client shall not reproduce, disclose or display more than an insubstantial part of the Data in the Client Generated Reports.

4.4 Except for backup purposes or as otherwise expressly provided in this Agreement, the Client shall not use, reproduce, sell, licence, dispose of, deal with, rent, lease, sublicense, loan, modify, adapt, or use for the benefit of a third party, the whole or any part of the Data.

## 5. INTELLECTUAL PROPERTY RIGHTS

5.1 All IPR (a) owned or licensed by a party before the Commencement Date and (b) created, developed or licensed by that party after the Commencement Date independently of this Agreement, shall continue to vest in that party and/or its licensors.

5.2 Subject to clause 5.1 above all IPR in the Data, Client Generated Data and/or Client Generated Reports and any modifications and copies thereof, vest in CACI or its licensors at all times.

## 6. PUBLIC STATEMENTS

6.1 The Client shall not disclose the Data, Client Generated Data and/or Client Generated Reports publicly in any manner that is likely to or does harm CACI’s reputation or business. The Client also agrees not to use the Data, Client Generated Data and/or Client Generated Reports in any manner that could or does exaggerate, distort or misrepresent the findings of or data supplied by CACI.

6.2 Any public statement, marketing material, press releases or the like that contain the whole or any part of the Data, Client Generated Data and/or Client Generated Reports shall only be (a) disclosed upon prior written consent of CACI (which consent shall not be unreasonably withheld), and (b) accompanied by an acknowledgement that such material is supplied by CACI.

6.3 The Data, Client Generated Data and/or Client Generated Reports shall not be used to make any statements that are defamatory, false, misleading and/or that are likely to give rise to any civil or criminal offence.

## 7. CONFIDENTIALITY AND DATA PROTECTION

7.1 The Subscriber agrees that it shall: (a) use the Confidential Information only to fulfil its obligations pursuant to this Agreement; (b) treat all Confidential Information of CACI as confidential; (c) not, without the express written consent of CACI, disclose the Confidential Information or any part of it to any person except to the Subscriber’s directors, employees, parent company, agreed subsidiaries or agreed subcontractors, who need access to such Confidential Information for use in connection with the Services and who are bound by similar confidentiality and non-use obligations; and (d) comply as soon as practicable with any written request from the CACI to destroy or return any of the Confidential Information (and all copies, summaries and extracts of such Confidential Information) then in the Subscriber’s power or possession.

7.2 Neither party shall disclose to the other any personal data as defined in the DP Legislation

#### 8. CACI'S OBLIGATIONS

8.1 CACI shall use reasonable skill and care in providing the Services. However, the Client acknowledges and accepts that the Data and/or the Deliverables may (a) be created in whole or part using forecasting or predictive models and/or third party data and are not guaranteed to be error free by CACI, (b) contain data based on estimates derived from samples, and/or (c) be subject to the limits of statistical errors/rounding up or down.

8.2 Except for title warranties all other implied warranties are excluded, including warranties for satisfactory quality and fitness for a particular purpose.

#### 9. LIABILITY

9.1 CACI's aggregate liability for any claims, demands, damages, costs (including legal costs) and expenses resulting from any tortious act or omission and/or breach of the terms and conditions set out in this Agreement shall not exceed an amount equal to 125% of the total Fees paid or payable in respect of the relevant Data that is the subject of a claim.

9.2 Neither party shall be liable for any loss of revenues, loss of profits, business interruption, ex gratia payments, or indirect loss. Liability is not excluded for (a) fraud or fraudulent misrepresentations, and/or (b) death or personal injury caused by the negligence of either party. CACI shall not be liable for any loss, damage or claim howsoever arising from or in connection with the Client's interpretation of the Data, Client Generated Data or Client Generated Reports.

9.3 The Client acknowledges the Deliverables may contain or be subject to data which is governed by the Open Government Licence ("OGL Data") and the Client hereby acknowledges and agrees that such OGL Data will be subject to the terms at: <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>.

9.4 For the avoidance of doubt, the OGL Data is licensed to the Client "as is" and all representations, warranties, obligations and liabilities in relation to such OGL Data are hereby excluded to the maximum extent permitted by law. CACI and/or its licensors shall not be liable for any errors or omissions in the OGL Data and shall not be liable for any loss, injury or damage of any kind caused by its use. The Client further acknowledges and agrees that CACI does not guarantee the continued supply of the OGL Data.

9.5 Upon provision of any updates of the Data to the Client during the Term of the Agreement, the Client's licence to use any previous versions shall expire and the Client shall download and/or use the most current version provided to it by CACI.

#### 10. TERM AND TERMINATION

10.1 This Agreement shall commence on the Commencement Date and shall continue until terminated in accordance with the earlier of the Term as set out in DSA Offer or this clause 10.

10.2 The non-defaulting party may terminate this Agreement or any Schedule hereto immediately for a material breach by the other

party, which is incapable of remedy or, if capable of remedy, is not remedied within 30 days of notification being given to the defaulting party. This termination right shall be without prejudice to CACI's right to promptly receive all payments under this Agreement, such payments to become immediately payable should a material breach not be remedied or capable of remedy by the Client in accordance with this clause 10.2.

10.3 Either party may terminate this Agreement with immediate effect by notice in writing to the other party if that party passes a resolution for its winding-up or a court of competent jurisdiction makes an order for the winding-up or the dissolution of the other party, or an administrative order is made in relation to that party or an administrative receiver is appointed, or the other party makes an arrangement or composition with its creditors generally, or suffers any other act of insolvency.

#### 11. MISCELLANEOUS

11.1 The obligations set out in clauses 2, 3.1(b), 4-9, 10.2 and 11 inclusive shall survive termination.

11.2 Both parties have the rights to grant the licences referred to in clause 3 and shall comply with all applicable laws, statutes and regulations relating to anti-bribery, anti-corruption and anti-slavery including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015.

11.3 This Agreement supersedes all prior agreements, arrangements and understandings (and excludes any proposals, emails and/or other communications of whatever nature) prior to the Commencement Date between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. In the event of conflict DSA Offer shall prevail over these terms and conditions.

11.4 These Terms and Conditions shall supersede any terms and conditions referenced or stated in any purchase order, issued in respect of the goods or services to be supplied under this Agreement, unless the parties sign a written agreement to amend these Terms and Conditions.

11.5 Any notice given hereunder shall be sent by post. In the case of a notice to CACI, it shall also be copied to the Chief Legal Officer at the address shown in these terms. Any notice shall be deemed received 48 hours after being sent.

11.6 Neither party shall assign or otherwise transfer this Agreement or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other, such consent not to be unreasonably withheld or delayed.

11.7 Neither party shall be liable for failure to perform its obligations hereunder due to fires, theft, adverse weather conditions, strikes, loss of internet connectivity, transport problems, terrorism, changes in English law that render the provision of the then-current Services and/or Deliverables unlawful, or Governmental restriction.

11.8 No term of this Agreement shall be enforceable by a third party.

11.9 English law applies and in the event of a dispute the parties agree to submit to the exclusive jurisdiction of the English courts.