

License Agreement

Everyone TV - IDDQD Limited



July 2023

License Agreement

Parties

Supplier

IDDQD Limited
24 International House
Holborn Viaduct
London
United Kingdom
EC1A 2BN

Contact Email: support@ideal-postcodes.co.uk

Client

Everyone TV
Triptych Bankside
185 Park St
London
SE1 9SH

Service Fees & Payment

1. Fee schedule

Service	Fee
32,100 @ £0.028 - Royal Mail Full PAF Rooftop geocodes and UPRN	£900.00
Total	£900.00

- 2. The Total Service Fee is payable via invoice (BACS).
- 3. The Total Service Fee is payable within 28 days of the invoice issuance date.
- 4. The Total Service Fee is subject to applicable local taxes (e.g. VAT).

1. Definitions and Interpretations

1.1 Definitions

In this Agreement the following expressions shall have the following meanings:

1. **Account Section** means the Client's account section made available to the Client, or the Authorised Reseller on the Client's behalf, on the IDDQD Website.
2. **Business Days** means days falling within Monday to Friday (excluding Public and Bank Holidays).
3. **Authorised Reseller** means an authorised reseller of IDDQD.
4. **Business Hours** means hours falling within 9am to 5pm UK time, during Business Days.
5. **Client** means the organisation named as the "Client" or "Business" or "Company" in the registration form for use of the Service and Software Materials, the IDDQD Quote Sheet or this Agreement.
6. **Client Customer** means a customer of the Client, which has entered into an agreement with the Client in respect of using the Service.
7. **Client Cause** means any of the following:
 - i. any improper use, misuse or unauthorised alteration of the Software or Service by the Client;
 - ii. any use of the Software or Service by the Client in a manner inconsistent with the then- current Documentation or IDDQD's instructions provided from time to time;
 - iii. the Client's use of any hardware, software or data not provided by IDDQD or approved by IDDQD in writing for use by the Client in connection with the Software or Service; or
 - iv. the use of a non-current version or release of the Software.
8. **Confidential Information** means all information of a confidential nature (in whatever form) which relates to the Purpose and is received or acquired (whether directly or indirectly) by a party[, its Authorised Persons][or its Affiliates] including:
 - i. any know-how, trade secrets, financial, commercial, technical, tactical or strategic information of any kind;
 - ii. all information produced, developed or derived from information disclosed pursuant to this Agreement;
 - iii. any information a party[, its Affiliates][or [its OR their] Authorised Persons] knows, or could reasonably be expected to know, is confidential; and
 - iv. the terms and existence of this Agreement.
9. **Database** means a third party database, access to the whole or part of which is made available to the Client by IDDQD.
10. **Documentation** means the user documentation made available to the Client by IDDQD, or the online support pages on the IDDQD Website.

11. **Effective Date** means the date that this Agreement comes into force when it is signed by both parties.
12. **Emergency Maintenance** means a maintenance event which is undertaken on less than 5 days advance notice, or with no notice at all, which is necessary to: address a security issue; aim to prevent or address a Service disruption; aim to prevent data corruption or incorrect output from a Service; or comply with legislative requirements.
13. **Enterprise Software** means the software, databases and data made available by IDDQD to the Client for the Client's local installation and hosting, in order for the Client to use the Service.
14. **Fault** means any failure of the IDDQD Offering to operate in all material respects in accordance with its Documentation, including any failure or error with the IDDQD Offering referred to in the table in Paragraph 9.1 b of the SLA.
15. **IDDQD Offering** means that part of the Software Materials and Service which is owned and developed by IDDQD or its group companies, but excluding (i) the Database; and (ii) any third party data, software, materials, services, or documentation (including third party software, data, documentation, materials and services provided, made available or owned by the Authorised Reseller).
16. **IDDQD Quote Sheet** means a document issued by IDDQD to the Client headed **Quote** which is intended by IDDQD to be binding with regard to pricing or the types of services which are to be offered (but excludes any separate sales proposal documentation, whether attached or not to the **Quote**).
17. **IDDQD Website** means websites operated by IDDQD offering software or services including that with the url of: ideal-postcodes.co.uk.
18. **Licence Fee** means a payment to IDDQD for use of the Service other than by way of a Lookup, SLA or Professional service Charge.
19. **Lookup** means a pre-paid Lookup purchased by the Client from IDDQD, identified by IDDQD at the time of purchase as a "Lookup".
20. **API Key** means an API Key issued to the Client to use the Service.
21. **Licensors** means a third party licensor of the Database or any of the Software Materials.
22. **Monthly Recurring Fee** means 1/12 of the current Year's Subscription Fees paid by the Client or, if the Client has not paid any Subscription Fees during that Year, 1/12 of the current Year's Subscription Fees which have been agreed to be paid by the Client during that Year.
23. **Out of Scope Support** means any services:
 - i. (including any investigation work) performed by IDDQD in connection with any apparent problem regarding the Service reasonably determined by the Supplier:
 - i. not to have been caused by a Fault; or
 - ii. to have been caused by a Client Cause or a cause outside the Supplier's control;
 - ii. relating to issues with software and data which do not form part of the IDDQD Offering
 - iii. relating to issues with hardware or networks which are not under the direct control of IDDQD or the IDDQD Host.
24. **Password** means the password selected by the Client (or on its behalf by the Authorised Reseller) to use the Service.

25. **Premium Service** means the additional arrangements referred to in the SLA.
26. **Service** means the online service made available, or agreed to be made available, by IDDQD to the Client pursuant to this Agreement (excluding the Premium Service).
27. **Service Output** means any output response generated by the Service.
28. **SLA** means the document Premium Support.
29. **SLA Charge** means the annual fee for the Premium Service.
30. **SLA Report** means the Uptime Service Level report shown at status.ideal-postcodes.co.uk
31. **Software** means the software (including any Enterprise Software) and data (including the relevant Databases) made available by or on behalf of IDDQD, which enable the Client to access or use the Service; which enable the Client to access or use the Service; including any updates made available to the Client from time to time by or on behalf of IDDQD. "Software" excludes any software, data or databases provided by the Authorised Reseller under a separate contract between the Client and the Authorised Reseller.
32. **Software Materials** means the Software and the Documentation
33. **Subscription Fee** means a payment by the Client for use of the respective Service for the respective Subscription Period, consisting of Lookups and/or License Fees.
34. **Subscription Period** means the period during which the Client may use the respective Service, as determined by the payment made to the Supplier in respect of such Service.
35. **Supplier** means IDDQD or, if the Client is obtaining access to the Service via an Authorised Reseller, the Authorised Reseller.
36. **Support Period** means the 12 month period commencing on the date that IDDQD accepts the Client's election (initially, and then on any agreed renewal) to have the Premium Service.
37. **Support Request** means a request for support made by the Client in accordance with the SLA.
38. **Support Services** means maintenance of the then-current version or release of the Services, including help desk support, but excluding: (1) Out Of Scope Support; and (2) support relating to issues inherent in the Licensors' Software Materials.
39. **Third Party Contracts** means the Third Party Licences and Third Party EULAs.
40. **Third Party EULAs** means the material terms of the third party end user licences found on the IDDQD Website on the Third Party Licenses Page.
41. **Third Party Licenses** means the material terms of the third party licences which are in force at ideal-postcode.co.uk and which are imposed by the Licensors on IDDQD in respect of the Software Materials and/or Service.
42. **Third Party Licenses Page** refers to the page Third Party Licenses directory on the <https://terms.ideal-postcodes.co.uk>.
43. **Year** means a period of 12 months commencing on the Effective Date or an anniversary of the Effective Date.

1.2. Interpretation

1. The headings contained in this Agreement are for convenience only and shall not affect any interpretation.

2. Reference to "person" includes an individual, company, firm, partnership or other legal entity.
3. Words indicating the singular shall include the plural and vice versa. Words indicating a gender shall include each gender.
4. The words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation".
5. References to any statute or statutory provision shall include any subordinate legislation made under it, and any provision which subsequently supersedes it or re-enacts it (whether with or without modification).
6. All sums payable hereunder are expressed exclusive of VAT which shall be added if appropriate at the rate prevailing at the relevant tax point.
7. To the extent of any conflict or ambiguity between the provisions of the Agreement and/or the Third Party Contracts, the decreasing order of precedence shall be:
 - i. the provisions of the Third Party Contracts; then
 - ii. any variations to the Agreement agreed between the parties in writing (provided that such variations expressly refer to this Agreement); then
 - iii. the provisions of the Agreement (other than the Schedule and Third Party Contracts); and then
 - iv. the provisions of the Schedule.

2. Acknowledgment By The Client

1. This Agreement governs the Client's use of the Service.
2. By installing, activating, copying or otherwise using the Service or Software Materials, or any part of them, the Client agrees to the terms of this Agreement.
3. If the Service or the Software Material is installed and/or activated by the Authorised Reseller for the Client's use, then the Authorised Reseller and the Client each confirm that the Client has appointed the Authorised Reseller as its agent to confirm acceptance of this Agreement on its behalf, and the Client agrees to be bound by this Agreement.

3. Subscription

3.1 Grant of Licence and Prohibitions

1. IDDQD grants to the Client the non-exclusive, non-transferable royalty free licence for the Subscription Period to use the Service, subject to the provisions of this Agreement. The Client is responsible for licensing the correct number of users that will access the Service.
2. Except to the extent expressly permitted by law or agreed in writing by IDDQD, the Client is prohibited from:
 - i. re-selling (whether for free or by charging) the Service Output or Service;

- ii. copying the Software Materials or any part (although the Client may make a copy of the Software (and any Documentation provided electronically) for back-up purposes only);
 - iii. translating adapting, varying, or modifying the Software Materials or Services;
 - iv. disassembling, decompiling or reverse engineering the Software.
3. The Client may not (except to the extent expressly permitted by law or agreed in writing by IDDQD or in Third Party Contracts):
 - i. use the Service to provide any software or a service which competes with the Software Materials or Service;
 - ii. undertake any data cleansing activities unless expressly permitted by the respective Third Party Contracts.
4. IDDQD and its third party licensors retain title to the Software Materials. No intellectual property rights are transferred pursuant to this Agreement other than the licence to use the Software Materials and Service.

3.2 Subscription Fees And Subscription Periods

1. Subscription Fees can be paid using a Lookup and/or Licence Fee, as communicated by IDDQD in respect of the relevant Service.
2. A Service is only accessible for the Subscription Period reflecting the level of Subscription Fee paid. No Service is available on a perpetual basis.

3.3 Third Party Contracts

1. The Services may include use of third party software and services which are governed by Third Party Licences and Third Party EULA's. The terms of these Third Party Contracts are listed on the Third Party Licenses Page. The Client confirms that it has read, agrees to, and shall be bound by the terms of the applicable Third Party Contracts and will observe those provisions in any applicable Third Party Contracts relating to the Services.
2. The Client agrees that by requesting access to any third party software or data which is subject to a Third Party EULA, the Client shall be bound by such Third Party EULA's (where this is the intention of the Third Party EULA), and the Licensor will have rights and remedies against the Client pursuant to this Agreement and the Third Party EULA.
3. By receiving the applicable Services outlined on the Third Party Licenses Page, the Client is deemed to enter into the relevant Third Party EULA with the relevant Licensor.

4. Enterprise Software

4.1 Hosting, Maintenance & Support

1. In relation to Enterprise Software, the Client:

- i. must obtain IDDQD's prior written approval (not to be unreasonably withheld) if it requires Enterprise Software to be hosted by the Client's third party (the "Client Hosted"). If IDDQD gives such approval, the Client must ensure that the Client Hosted complies with the same obligations in respect of the Enterprise Software (other than payment obligations, which will reside solely with the Client);
- ii. will maintain accurate and up-to-date records of the number and location of all copies of the Enterprise Software, which will be made available upon request to IDDQD, the Authorised Reseller and/or the Licensors;
- iii. will host the Enterprise Software in an environment which complies with IDDQD's minimum specification requirements, as notified from time to time by IDDQD;
- iv. will be responsible for all installation, maintenance and configuration of the Enterprise Software and the Client's infrastructure (and will put in place equivalent measures with the Client Hosted);
- v. agrees the SLA will not apply in respect of any issues arising from the local hosting, installation, configuration or maintenance of the Enterprise Software;
- vi. will promptly apply any updates made available from time to time by IDDQD.

5. Assurances

5.1 Provision Of Software Materials

1. IDDQD agrees that during the Subscription Period it is licensed to provide access to the Software Materials and Services to the Client and will:
 - i. use anti-virus scanning measures in respect of the Software when it makes such Software available as part of the Service;
 - ii. use reasonable endeavours to allow access to the respective Service during the Subscription Period, subject to any maintenance or matters outside IDDQD's reasonable control.

5.2 Errors In Software And Data

1. The Client agrees that:
 - i. subject to Clause 5.4, software and data are not error-free and the existence of such errors in the Software, Service or Service Output shall not constitute a breach of this Agreement;
 - ii. where the software integration code made available by IDDQD is provided free of charge, it is provided on an "as is" basis, without any assurance (including any warranty) whatsoever, and no assurance whatsoever is provided in respect of its suitability, performance, functionality, quality or otherwise. The Client's sole and exclusive remedy is to cease using such code;
 - iii. where the software integration code made available by IDDQD is provided on a chargeable basis, it is provided solely on the basis that it will materially

comply with its stated description on the IDDQD Website. If such software integration code fails to materially comply with such description, the Client will inform IDDQD in writing within 7 days of paying the software integration code licence fee, and if IDDQD is unable to remedy the issue within 30 days of receiving such notification, the Client's sole and exclusive remedy is a refund of the software integration code charges which the Client paid to IDDQD (and use of such software integration code will terminate from the date of such refund);

- iv. if any third party updates its software or platform, which causes an issue in respect of the Software or Service, the Client accepts that this is not an issue with the Software or Service itself, nor a breach by IDDQD of its obligations under this Agreement.

5.3 Database

1. The Client acknowledges that the Database contains third party data and accordingly is provided on an "as is" basis, and (to the extent permitted by law) no assurance in respect of it is provided.

5.4 IDDQD Offering

1. IDDQD warrants for the Subscription Period that the IDDQD Offering will materially function in accordance with its Documentation. If the Client notifies IDDQD of a non-compliance, IDDQD shall use reasonable endeavours to correct and provide within a reasonable time by patch or new release (at its option) that part of the IDDQD Offering which does not so comply, provided that such non-compliance has not been caused by:
 - i. any modification, variation, configuration or addition to the Software or Service not performed by IDDQD;
 - ii. its incorrect use, abuse or corruption of the Software or Service by the Client or its third parties;
 - iii. use of the Software or Service with other software, data or equipment with which it is incompatible (unless the respective software, data or equipment is expressly stated by IDDQD in its Documentation or otherwise in writing to be compatible); or
 - iv. as a result of third party updates referred to in Clause 5.2.

5.5 Intellectual Property Rights Warranty & Indemnity

1. IDDQD warrants for the Subscription Period that the software, documentation, data and services forming the IDDQD Offering will not infringe any third party's intellectual property rights.
2. IDDQD indemnifies the Client against all direct losses, liabilities, costs, expenses and damages suffered or incurred by the Client resulting from any valid third party claim made against the Client for infringement of a third party's intellectual property rights

resulting in a breach of Clause 5.5.1, provided that the Client discharges its obligations under Clause 5.5.3.

3. If any third party makes a claim, or notifies an intention to make a claim, against the Client which may reasonably be considered likely to give rise to liability under the indemnity in Clause 5.5.2 (the "Claim"), the Client shall:
 - i. as soon as reasonably possible give written notice of the Claim to IDDQD, giving reasonable details of the Claim;
 - ii. not make any admission of liability or compromise in relation to the Claim, without IDDQD's prior written consent (such consent not to be unreasonably withheld);
 - iii. give IDDQD and its professional advisers all reasonable assistance (at the reasonable expense of IDDQD);
 - iv. use its reasonable endeavours to mitigate its and IDDQD's losses, liabilities, costs and expenses in respect of the Claim.

5.6 Mutual Confidentiality

1. Each party agrees to maintain the confidentiality of the other party's confidential information.
2. Subject to any binding Non Disclosure Agreements between IDDQD and the Client, the Client allows IDDQD to disclose the existence of a commercial relationship between IDDQD and the Client such as on the IDDQD Website.

5.7 Client Obligations

1. The Client will:
 - i. maintain daily back-up and disaster recovery measures in respect of its and its third parties' (where third parties are permitted by IDDQD) systems and data with which the Software Materials or Services are used, and reasonable firewall and virus prevention measures;
 - ii. ensure that the Client's technical implementation to use the Services avoids binding to a IP address and binds to the relevant IDDQD service domain name;
 - iii. (where the use of the data or services relates to Royal Mail) only use the services in accordance with the use which has been authorised for the respective services (to which different charges may apply), and the Client must ensure that it has selected the correct licensing use option corresponding to its intended use by the Client.
 - iv. use the Services only for the purposes agreed in writing with IDDQD on any IDDQD Quote Sheet (and allow IDDQD to block any Service use where such use is not in accordance with the IDDQD Quote Sheet;
 - v. not undertake any act or omission, or use or otherwise make available the Software Materials or Service in a way which causes IDDQD to breach the Third Party Licences;

- vi. not allow any third party who is not authorised by this Agreement to access the Software Materials or Services.
2. Without prejudice to IDDQD's and the Licensors' additional rights and remedies, if the Client fails to comply with this Agreement it will immediately upon request pay to IDDQD such amount as is required by the Licensors to be paid by IDDQD for the Client's non-compliance.

6. Charges and Payment

6.1 Charges

1. The charges for the Services are set out on the IDDQD Website (updated from time to time) or, if different, in a IDDQD Quote Sheet or on a IDDQD written invoice.
2. The charges for the services are Subscription Fees (for access to the respective Services) and the SLA Charge (for the Premium Service).
3. The Client authorises IDDQD (or the Authorised Reseller at IDDQD's discretion) to take payment from the Client by the relevant due date if the automated-topup option has been set up for the Client. The amount of a top up or an automated-topup deemed to be a new Lookup Balance. Payments for the respective Service will be automatically debited to the respective credit or debit card (details of which are provided as part of the registration process or updated in the Account Section by the Client from time to time).
4. Without prejudice to IDDQD's rights and remedies, if the Client fails to make any payments on time, IDDQD may:
 - i. charge the Client interest in accordance with the applicable statutory provisions; and/or
 - ii. suspend and/or terminate any of the Client's Services and/or Premium Service.
5. IDDQD may vary the charges payable under this Agreement by giving reasonable notice to the Client. The Client agrees that once it is informed of an increase in charges and the date they will become effective (the "New Charges Date"), it will be deemed to accept such new charges if it continues to use the Service or Premium Service affected by the new charges after the New Charges Date.

6.2 Lookups, Refunds By IDDQD & Lookup Expiry

1. Lookups have an expiry date, following which any unused Lookups will no longer be usable, nor will it be refunded. A Lookup is valid for a maximum period of twelve months from the date of purchasing the respective Lookup or (if earlier) until the Lookup has been fully expended to purchase one or more Services.
2. Each automated top-up, or a top-up applied to an existing Lookup Balance, is deemed to be a new Lookup Balance reflecting the amount of the top-up or automated-topup.
3. Lookups are not transferable to third parties, nor may it be used for the benefit of third parties by the Client.

4. Except as expressly stated in this Agreement, no refunds are available in respect of any Lookups or other charges.

7. The Service

7.1 Client's Confirmation of Accuracy Of Registration Details

1. The Client confirms that all information it provides will be accurate and complete. If the information becomes inaccurate, incomplete or misleading any time thereafter, the Client will promptly update its details in the Account Section. The Client will promptly notify IDDQD in writing if it ceases to use, or changes, its Authorised Reseller.
2. The Client acknowledges that any failure to comply with Clause 7.1.1 may result in IDDQD exercising its rights pursuant to Clause 6.1.

7.2 Client's Own Use Only & Audits

1. The Service and Software Materials are provided solely for the Client's own use. The Client may not resell or attempt to resell the Service Output, or market or otherwise distribute the Software Materials or Service without IDDQD's express written permission.
2. IDDQD reserves the right to check the URL of the Client's website which is using the Service to assist it in determining whether the Service is being used in accordance with this Agreement.
3. The Client agrees to provide reasonable access to its premises, facilities and personnel (where specifically requested by the Licensors) and reasonable information to allow IDDQD or the Licensors to verify that the Client is using the Software Materials and Service in accordance with this Agreement and the Licensors' requirements. The Client expressly consents to IDDQD disclosing information about the Client's identity and its use of the Software Materials and Service to the Licensors (and in the case of any data services using data from Ordnance Survey, the disclosure requirement would extend to Royal Mail Group plc), and for the respective Licensors to contact the Client in relation to the Client's use of the Licensor's licensed data, software and other materials.

7.3 Account & Technical Changes By IDDQD

1. IDDQD (acting reasonably) reserves the right to vary the technical specifications of the Software and Service at any time, or change API Keys or Passwords, giving the Client prior reasonable notice where such changes will materially adversely affect the Client.

7.4 Support Arrangements

1. IDDQD provides enhanced support services via the Premium Service. If the Client elects the Premium Service, it will pay the respective SLA Charge and the additional provisions in the SLA will apply.
2. IDDQD will not be liable for any support nor Service availability issues unless the Client elects the Premium Service and pays the SLA Charge.
3. If the Client does not have a valid Subscription Period (for which it has paid the respective Subscription Fees) which is at least equal to the period covered by the Premium Service, no refund will be provided in respect of the Premium Service

8. Password Security and Responsibility for Unauthorised Use

1. The Client shall maintain the confidentiality and security of its Passwords and API Keys disclosed to it.
2. The Client is responsible for all transactions undertaken using the API Key or Password, subject to the provisions of this Clause 8.1 in respect of unauthorised transactions. Any unauthorised transactions must be promptly reported to IDDQD and, unless such transactions have occurred due to the wrongful acts or Omissions of IDDQD, the Client accepts full responsibility and liability for such transactions.

9. Liability

9.1 Caveat To Limitations And Exclusions Of Liability

1. Nothing in this Agreement shall limit or exclude IDDQD's liability for death; personal injury; fraud; fraudulent misrepresentation; and any liability which may not be lawfully limited or excluded.
2. Subject to Clauses 6.1.4, and 9.1.1, neither party shall be liable for:
 - i. consequential, special, incidental or indirect losses, or
 - ii. the following losses whether direct, consequential, special, incidental or indirect losses: loss of profits; loss of revenue; loss of turnover; loss of sales; economic loss; loss of business or contracts; loss of anticipated savings or goodwill; losses relating to brand; loss of software or data; stock exchange related losses; in each case whether such losses arise under contract, statute, tort (including negligence), or otherwise.

9.2 Liability Limits

1. Where any software, data, documents or service are provided on an "as is" basis, or where IDDQD has expressly excluded its liability for the respective issue then, subject to Clause 9.1.1, IDDQD accepts no liability in such circumstances.
2. If the Client elects the Premium Service, IDDQD's liability for support or Service availability issues will be as stated in the SLA. If the Premium Service is not purchased, IDDQD has no liability for Service availability issues.
3. Subject to Clauses 9.1 to 9.2.2 (inclusive), 9.2.4 and 9.2.5, and without prejudice to IDDQD's right to claim for unpaid Subscription Fees, Licence Fees, SLA Charges or interest on any unpaid amounts, the aggregate liability of either party in connection with this Agreement (whether arising under contract, statute, tort (including negligence), or otherwise) shall be limited:
 - i. in respect of all issues with the Software Materials, Services, Premium Service and/or Service Output occurring within a particular Year, to a total aggregate of the total amounts paid by the Client to IDDQD in that Year (the "Liability Cap"). (Any amount spent from a Lookup Balance (whether in the same or a different Year) will not constitute an amount paid for the purposes of this Clause); or
 - ii. in respect of all other issues arising under or in connection with this Agreement to an aggregate amount of £5,000 (the "Additional Liability Cap").
4. If the Client has not paid any amounts invoiced in a particular Year, but suffers an issue in that Year for which IDDQD is liable, then for the purposes of Clause 9.2.3.2, the "Liability Cap" for the respective Year will equate to the greater of:
 - i. £5,000 and
 - ii. the total amount paid by the Client to IDDQD in the immediately preceding Year.
5. Subject to Clauses 9.2.1, the aggregate liability of each party for all claims arising under or in connection with this Agreement (whether arising under contract, statute, tort (including negligence), or otherwise) in respect of:
 - i. breach of its obligations in respect of confidentiality under Clause 5.6.1; and
 - ii. the intellectual property rights warranty and indemnity under Clauses 5.5.1 and 5.5.2; is limited to £1 (one) million pounds in aggregate.

9.3 Limitation Period

1. Neither party shall be liable for any claim which is not brought against it within 12 months following the earlier of:
 - i. when the event giving rise to the cause of action arose; and
 - ii. termination of the Agreement.

9.4 Exhaustion Of Liability Limits

1. Either party may terminate the Agreement for convenience if the Liability Cap or Additional Liability Cap becomes exhausted as a result of the Client successfully

bringing claims against IDDQD. Such termination will not give rise to any additional remedies or refund rights.

10. Duration, Termination and Suspension

10.1 Duration

1. The Agreement will commence on the Effective Date and continue for 1 (one) year ("Initial Term"). At the expiration of the Initial Term the Agreement will automatically expire. The parties may extend this Agreement in writing.
2. The licences to use the respective Services and/or any Software Materials granted pursuant to this Agreement will be valid until the earliest of:
 - i. expiry of the Subscription Period;
 - ii. (where use is granted subject to Lookups), such Lookups expire through time or use;
 - iii. expiry of the period specified in the Account Section or invoice (or otherwise agreed between the parties in writing); or
 - iv. the termination of the Agreement.

10.2 Temporary Suspension Of Service

1. IDDQD (acting reasonably) may temporarily suspend the Service and/or making available any of the Software Materials for emergency or urgent operational reasons, but where reasonably practicable, it will give the Client advance warning of such suspension.

10.3 Suspension or Termination by IDDQD

1. If IDDQD reasonably believes that the Client's abnormal use of the Service or Software Materials is impairing the Service's performance or resulting in abnormal Lookup consumption, IDDQD may suspend the Client's access until the cause of the impairment has been resolved.
2. Without prejudice to Clause 6.1.5, IDDQD may suspend or terminate this Agreement immediately upon notice if the Client fails to comply with any material provision of this Agreement. Termination of the Agreement in such circumstances will not entitle the Client to any refund.
3. Any suspension of this Agreement pursuant to Clauses 10.3.1 or 10.3.2 will not affect the Client's liability to continue paying the relevant charges for the suspended Service or Premium Service, nor will it extend the respective Subscription Period in respect of any Lookups.
4. IDDQD may terminate the Agreement (in whole or in part) immediately upon notice to the Client at any time, if:
 - i. IDDQD cannot provide the Service or Software Materials (in whole or in part) due to acts or omissions of the Licensors;

- ii. any of the Third Party Contracts terminate for any reason or the Licensors vary their terms and conditions, requirements, or pricing in a manner which adversely affects IDDQD or the Client;
 - iii. a Licensor claims that the use of the Database or the Software Materials in the manner in which they are being used by IDDQD or the Client is not permitted; or
 - iv. the Client brings IDDQD or the Licensors into disrepute.
- 5. Without prejudice to Clauses 10.3.4 and 10.3.7, either party may terminate the Agreement for convenience on at least 90 days' notice to the other party at any time, with such termination to take effect on the next anniversary of the Agreement.
- 6. The respective Third Party EULA will automatically terminate with immediate effect if the corresponding Third Party Licence is terminated, and consequently the Service (including the Premium Service if applicable) which was subject to such Third Party Contracts will also automatically terminate immediately, save where specified otherwise in Third Party Licenses Page, as applicable. IDDQD will provide prompt notice of such event to the Client.
- 7. IDDQD may terminate the Agreement in whole or in part at any time upon written notice (such termination being effective on the date specified in the notice) where such termination is necessary for IDDQD to comply with the Third Party Licences. In such circumstances, where applicable, IDDQD shall provide a pro rata refund in accordance with Clause 10.8.

10.4 Termination By The Client

- 1. The Client may terminate the Agreement with immediate effect, if IDDQD is in material breach of this Agreement. However, where such breach is capable of remedy, the Client must provide IDDQD with at least 7 days written notice requiring IDDQD to remedy the breach, and the Client may only terminate the Agreement if IDDQD does not remedy the breach within this time period.

10.5 Termination By Either Party

- 1. Either party may terminate the Agreement immediately by notice to the other if:
 - i. the other party is unable to pay its debts as they fall due or otherwise becomes insolvent, or a similar analogous event occurs;
 - ii. the other party unreasonably discloses any confidential information of the terminating party (or of the Licensor).

10.6 SLA Consequences In Respect Of Suspensions Or Termination

- 1. Suspension or terminations which are attributable to the wrongful actions of the Client and Force Majeure Events will not constitute downtime in calculating the

Uptime Service Level in respect of the SLA, and will not give rise to any Service Credits, payments or other remedies to the Client.

10.7 Consequences Of Termination

1. Termination of the Agreement is without prejudice to both parties' accrued rights and remedies. The provisions of this Agreement which are expressed to, or intended to, survive termination shall continue in full force and effect. Within 7 days after the termination of this Agreement, or termination of IDDQD's obligation to make available any part of the Software Materials or Service for whatever reason, Client agrees to destroy or return the Software Materials and all of IDDQD's software which uses Ordnance Survey Data (including all copies) in respect of which this Agreement has been terminated (in whole or in part), in the reasonable manner directed by IDDQD, and where requested, certify in writing to IDDQD that this has been completed.

10.8 Refunds On Termination

1. Where the Agreement is terminated:
 - i. by IDDQD for convenience (other than (1) due to expiry of the Agreement through effluxion of time; (2) expiration or exhaustion of the Subscription Fees or SLA Charges or (3) directly or indirectly as a result of the wrongful acts or omissions of the Client); or
 - ii. by the Client pursuant to Clauses 10.4 or 10.5; the Client will be entitled to a pro-rata refund of any unused Lookups, Licence Fees and SLA Charge at the date of termination of the Agreement, to reflect the extent to which it is no longer able to use the respective Service for the unexpired Subscription Period or Premium Service for the unexpired Support Period, with such payment being calculated and determined by IDDQD acting reasonably. The Client agrees that this is its sole and exclusive financial remedy in such circumstances.

11. Force Majeure

1. If either party is prevented from complying with its obligations due to any event beyond its reasonable control (a "Force Majeure Event") (including any issues arising from the data, software or documentation supplied by the Licensors), it shall not be in breach of this Agreement nor liable to the other party for any failure or delay in performance of its obligations due to such Force Majeure Event.
2. If a Force Majeure Event continues for a period of more than 14 consecutive days, then either Party may terminate this Agreement. Both parties acknowledge that there will be no compensation due from either party to the other for termination in such circumstances (other than any arising under Clause 10.8).

12. Assignment And Subcontracting

1. Save for IDDQD's rights to subcontract as outlined in this Agreement, neither party shall assign or subcontract its obligations and/or this Agreement (whether in whole or in part) without the other party's prior written consent (such consent not to be unreasonably withheld).

13. 3rd Parties & Contracts (Rights of Third Parties) Act 1999

1. Where the Client is permitted pursuant to Clause 13.3, to allow use of the Software Materials, Services and Premium Service by its group companies or other related organisations, the Client will remain responsible for all payment obligations and for ensuring compliance by such third parties with the Agreement. The Client will ensure that such third parties and the Client have joint and several liability to IDDQD and the Licensors in respect of the Agreement.
2. The Client is authorised, as agent, on behalf of its group companies and its related third party organisations to accept any changes made to the Agreement by IDDQD and to the Third Party Contracts by the Licensors.
3. The Client's third parties referred to in a schedule of authorised third parties issued by IDDQD are authorised to use the Software Materials and Service (and where applicable, the Premium Service) in accordance with the provisions of this Agreement. Each third party must pay additional charges to use the Services and Premium Service via the Client. IDDQD and the Client may update the schedule of authorised third parties from time to time by written agreement (including by email).
4. The Licensors and the Client's third parties listed in the schedule referred to in Clause 13.3 shall have the right to enforce the provisions of this Agreement which are for their benefit under the Contracts (Rights of Third Parties) Act 1999. No other third party shall have the right to enforce any provision of this Agreement.
5. The parties may, notwithstanding section 2(1) of the Contracts (Rights of Third Parties) Act 1999, vary or terminate this Agreement (in whole or in part) without requiring the consent of the Licensors or any other third parties (whether referred to in Clause 13.4 or otherwise).

14. Variations

1. No purported alteration or variation of this Agreement shall be effective unless it is in writing, refers specifically to this Agreement and is duly executed by each of the parties to this Agreement.

15. Severability

1. If at any time any part of this Agreement becomes void or unenforceable under any applicable law it shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue unaffected.

16. Waiver

1. The rights and remedies under this Agreement may be waived only by notice and in a manner that expressly states that a waiver is intended, unless agreed otherwise by both Parties in writing; however, where a right must be exercised within a specified time period, that right will be waived if it is not exercised within such time period. If any provision is waived, that waiver shall operate for that instance only and not future instances, unless agreed otherwise by both Parties in writing.

17. Entire Agreement

1. This Agreement, together with the documents referred to in it, contains the entire agreement between the parties with respect to the subject matter in it and as of the Effective Date supersedes all prior oral and written agreements, arrangements, communications and representations.
2. Except as expressly stated in this Agreement, all implied terms, conditions and warranties (whether implied by statute, common law or otherwise are excluded to the maximum extent permitted by law.
3. Should there be any conflict between the terms of this Agreement and Schedule 1, the terms of this Agreement shall prevail.
4. Nothing in this Agreement limits or excludes either party's liability for fraudulent misrepresentations.

18. Law And Jurisdiction

1. This Agreement and any dispute or claim arising in connection with it shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

19. Data Protection Agreement

1. Both parties agree to the Data Processing Agreement laid out in the June 2021 on <https://terms.ideal-postcodes.co.uk/data-processing/>

20. Extended Terms of Service

1. Where applicable, the Client agrees to comply with any Extended Terms of Service for specific Services used by the Client. These additional terms are laid out in the Extended Terms of Service on <https://terms.ideal-postcodes.co.uk/extended-terms-of-service/>

21. Third Party Licences

1. Pursuant to Clause 3.3, the Client agrees to comply with third party license terms laid out in Third Party Licences on <https://terms.ideal-postcodes.co.uk/third-party-licences/>

22. Notices & Privacy Policy

1. Any notices to IDDQD in relation to this Agreement, must be sent in writing to IDDQD Limited, International House, 24 Holborn Viaduct, London EC1A 2BN or by e-mail to support@ideal-postcodes.co.uk. Notices will only be validly served pursuant to this Agreement by the Client, where the notice has been sent by tracked delivery or where receipt of the notice is acknowledged in writing by IDDQD.
2. The Client agrees that IDDQD and the Licensors may use the information gained pursuant to this Agreement in accordance with IDDQD's Privacy Policy (available from the IDDQD Website).
3. In performing its duties under this Agreement, IDDQD shall (and shall procure that its Supplier Staff shall) comply with all applicable laws (and related regulation and guidance) relating to:
 - i. anti-bribery and anti-corruption, including the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act; and
 - ii. the prevention of money laundering and terrorist financing, including the UK Money Laundering Regulations 2007.

Execution

The parties have indicated their acceptance of this Agreement by executing it below.

Signed By,

Nick Mercer, Commercial Director

on 11 August 2023

duly authorised for and on behalf of the Supplier:

DocuSigned by:

5D7767EC778148B...

Signed By Eric Mitchell CFO

on 11 August 2023

duly authorised for and on behalf of the Client:

DocuSigned by:

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