

END USER LICENCE AGREEMENT

1 Introduction

By accessing this DATA the End User agrees to abide by the Terms and Conditions of Licence contained herein.

2 Definitions

- **JBA** – Jeremy Benn Associates Limited (trading as JBA Consulting) Registered Number 03246693: South Barn, Broughton Hall, Skipton, North Yorkshire, BD23 3AE.
- **LICENSOR** – emapsite.com Limited (Registered Number 3931726: MASDAR House, 1 Reading Road, Eversley, Hants RG27 ORP) who have been licensed to market the Intellectual Property Rights of others under these terms.
- **END USER** – the person, organisation or company who is accessing the DATA, on the basis of these Licence terms, having been accepted as a Licensee by Licensor and paid the Price due Licensor in consideration for such Licence, and is identified as the person, organisation or company given on the corresponding invoice for this product from the Licensor.
- **DATA** - means the data licensed and made available to the End User by the Reseller as a series of data sets which together will provide predictive maps showing flood risk for England, Wales and Scotland and developed by JBA

3 Grant of licence

The licence granted to the End User is personal, revocable, non-exclusive and non-transferable, limited to Internal Use (as defined in clause 5 below) as the only Permitted Use by End User and be for a period as specified in the corresponding order invoice from the Licensor. Save as expressly authorised to vary in accordance with clause 5 below, End User shall be prohibited from:

- modifying, translating, format-changing, enhancing, reproducing, copying (except where strictly necessary for system back up), redistributing, disseminating, selling, dealing with, licensing, encumbering, reverse engineering, disassembling or decompiling the DATA, or any part of thereof, except to the extent permitted by law;
- using the DATA in any manner for the creation of products or services for Distribution;
- using DATA otherwise than for Internal Use;
- assigning or dealing with in any way its rights under the End User Contract;
- putting, or allowing the DATA (or any Derived Data) to be put on any free, open or public access website; and
- distributing or granting licences of the DATA (in whatever form) or material derived from DATA (including interrogating DATA), save as expressly varied by relevant part of clause 5 below.

4 Intellectual Property and Copyright

4.1 The End User must acknowledge and agree that all Intellectual Property Rights in the DATA are the absolute property of JBA (or where relevant its third party licensors). Material which is derived, developed or copied from DATA shall be deemed assigned to JBA as legal and beneficial owner at creation, except as provided in this paragraph. However, where that material is created by End User under relevant Permitted Use by End User authorised by Reseller in accordance with the Agreement, the Intellectual Property in that material shall belong to the End User.

4.2 Copyright statements must be used with DATA as follows:

(c) JBA Consulting

5 Permitted use

5.1 PERMITTED USE BY END USER SHALL BE LIMITED TO INTERNAL USE. COMMERCIAL USE SHALL BE PROHIBITED. The meanings of such phrases are set out below.

5.2 Internal Use means the following internal uses by the End User: Without compromising the prohibitions contained in clause 3 above, analysing the DATA against a location or a series of locations to obtain information derived from the DATA, such as location of indicative flooding, water depth, return period of flooding, and use of and sharing such information / results of such analysis internally within the End User's legal entity only.

5.3 Commercial Use means use that does not fall under Internal Uses (as above) and involves the provision or any form of Distribution to any third party of the DATA or any material derived from DATA (including Derived Data or Static Data) in connection with, expectation of or anticipation of any direct or indirect commercial benefit or commercial relationship (including a service, broker or agency agreement) and whether or not in return for any consideration (including direct or indirect fee, payment or other benefit), free of charge or for no consideration.

5.4 Flood Assessment means provision of analysis results of one or more specific sites (for example, within an insurance portfolio) against DATA, either carried out by the Reseller on behalf of the End User as a service or enabled by the Reseller as part of its software capability or services.

5.5 Derived Data means any material derived from or created using DATA, including where DATA are manipulated, aggregated, integrated, combined, merged, modelled, transformed or processed in or with other data or facilities;

5.6 Static Data means DATA and any data (including Derived Data resulting from Internal Uses presented or included in static format in presentations or reports in hard copy or .pdf format. Static Data does not allow for alteration of the data presented, nor enable any further analysis to be carried out against the data (including against the DATA).

5.7 Insurance Broker mean a person engaged as intermediary, agent or broker in the provision of insurance brokerage services.

6 Confidentiality

6.1 In this clause 7, 'Confidential Information' means all confidential information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a Party to the other Party whether before or after the date of this Agreement which might reasonably be considered confidential, including the DATA, information relating to the DATA, and information relating to any of the operations, plans or intentions, clients, contacts, product information, software, data, processes, methods, know-how, trade secrets, market opportunities and business affairs of a Party.

6.2 Each Party shall treat the other Party's Confidential Information as confidential and shall protect it as such. It shall manage it with not less than the same degree of care as it does its own Confidential Information. In any event where Confidential Information is disclosed in any way by one Party ('Disclosing Party') to the other Party ('Receiving Party'), either before or during the Term of this Agreement or after its expiry or termination for any reason, the Receiving Party shall:

- not use Confidential Information for a purpose other than the performance of its obligations under this Agreement;
- not disclose Confidential Information to any person except with the prior written consent of the Disclosing Party or in accordance with clause 9.3; and
- make every effort to prevent the use or disclosure of Confidential Information.

6.3 During the term of this Agreement the Receiving Party may disclose Confidential Information solely to the extent that such disclosure is necessary for the purposes of this Agreement, to any of its directors, other officers, employees, End Users, Affiliates, contractors or sub-contractors, and where the Receiving Party is JBA, to JBA Group directors and officers. Receiving Party shall ensure that persons to whom Confidential Information is disclosed are made aware of and comply with

the Receiving Party's obligations of confidentiality as if they were the Receiving Party.

7 Information Access

7.1 In so far as the End User is, or is deemed to be, or acts for and on behalf of or on the authority of a Public Authority for the purposes of the Information Access Regimes:

End User acknowledges that JBA and Reseller consider that DATA is exempted from disclosure because DATA is:

- proprietary to JBA and disclosure would harm the interests of JBA (including its commercial interests);
- protected by database rights and other Intellectual Property;
- confidential and the disclosure of it by the End User would constitute a breach of confidence actionable by JBA and/or the Reseller; and
- confidential commercial or industrial information protected by laws to protect a legitimate economic interest.

7.2 End User shall, in the event it receives a request for information ('Access Request') under the Information Access Regimes pursuant to which the DATA might be disclosed:

- Immediately notify JBA and Reseller of the Access Request and provide JBA and the Reseller with full and complete details of the Access Request and the DATA that may be disclosed, together with any other information JBA may request;
- consult, as soon as possible within receipt of Access Request, with Reseller and JBA as to whether the DATA constitutes information which is exempt from disclosure or publication pursuant to the Information Access Regimes and/or pursuant to the matters set out above;
- notify JBA and the Reseller immediately of any final decision as to disclosure of the DATA and no less than 72 hours before any proposed disclosure, as to what if any of the DATA (or any Derived Data) is proposed to be disclosed and
- co-operate fully and at End User's sole cost with the requirements set out in this paragraph 2.9.2.

7.3 End User shall not disclose the DATA in any publication scheme maintained pursuant to any Information Access Regime without first notifying the Reseller and JBA in advance of disclosure in accordance with this paragraph 2.9.

7.4 Where the End User is, or is deemed to be, or acts for and on behalf of or on the authority of a Public Authority under the Information Access Regimes and the End User seeks to make disclosure or discloses DATA under the Information Access Regimes without the consent of Reseller and JBA, such disclosure shall entitle the Reseller and/or JBA to terminate the End User Contract with immediate effect and without liability on their part.

7.5 The Contracts (Rights of Third Parties) Act 1999 shall apply for the benefit of JBA such that JBA may (but shall have no obligation to) enforce any of the terms in the End User Contract which relate to disclosure under the Information Access Regimes, limitation on JBA's liability, use of DATA or infringement of Intellectual Property Rights in the DATA.

8 Termination

8.1 The licence must terminate automatically in the event that the End User materially breaches any of the requirement/obligations set out in this End User Licence Agreement. All use of DATA and material derived from DATA shall cease promptly in such event, except as follows:

- Following expiry of End User Contract, End User may continue to use limited material created using DATA during the term of its End User Contract. Such material is limited to that which is both properly authorised as relevant Permitted Use by End User and is in static form, i.e. such that after termination it is not changed, added to, updated, modified in any other way

or used in or to create any new, updated, supplemented or modified product, tool, analysis or material.

- Material which is not in static form (including probabilistic modelling and models and output therefrom, which is automatically deemed to be not static) shall not be used after termination of End User Contract.

- End User must be prohibited from using DATA (including in Reseller's Product/Service), and from deriving any new, updated, supplemented or modified product, tool or material from DATA, after the date of termination of its End User Contract.

8.2 The invalidity or unenforceability of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of the Agreement, which shall remain in full force and effect. If any provision of this Agreement is found to be invalid, illegal or unenforceable but would cease to be so if some part of the provision were deleted or modified, the provision in question shall apply with such minimum modification as may be necessary to make it valid, legal and enforceable and still give effect to the commercial intention of the Parties in this Agreement.

9 Fees

9.1 The End User must acknowledge its obligation to pay licence fees to the Reseller. The total price of the Products shall be Licensors' written quoted price as varied from time to time. The price is exclusive of any applicable Value Added Tax, which the End User shall be additionally liable to pay to Licensors.

9.2 End User shall pay in full on order or shall pay within 30 days of the date of invoice, if accepted for an account with Licensors. The time of payment shall be of the essence of the Contract. All payments shall be made in full without deduction in respect of any set-off or counterclaim. If the End User fails to make any payment on the due date then without prejudice to any other right or remedy available to Licensors, Licensors shall be entitled to:

- cancel the Contract or suspend any deliveries to the End User;
- appropriate any payment made by the End User to the DATA; and
- charge the End User interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum over the base rate for the time being of Barclays Bank PLC.

Licence to DATA is not deemed to commence until payment has been made of the Price in full to Licensors.

10 Liability

10.1 If JBA provides any assistance, support or services, including training, support and consultancy, ('Assistance'), to End User in connection with or following End User Contract, JBA's total liability (save in respect of liability which cannot by law be excluded or limited) in connection with such Assistance shall not exceed the higher of the value of the JBA Royalty paid by Reseller to JBA in respect of respective End User Contract in question in the twelve months immediately preceding JBA providing such Assistance or £1000, except where JBA and End User have entered into a written agreement in respect of such Assistance and that written agreement provides for an alternative limit on JBA's liability in respect of such Assistance in which case such alternative limit on JBA's liability shall apply.

10.2 Licensors warrant that the DATA will correspond with its specification at the time of delivery. The above warranty does not extend to any defect resulting from use of the DATA with materials or equipment not supplied by Licensor. The above warranty is given by Licensors subject to the following conditions:

- Licensors shall be under no liability in respect of any defect in the DATA arising from any drawing, design or specification supplied by the End User or in respect of any defect arising from failure to follow Licensors'

guidance, misuse or alteration of the DATA without Licensors' approval;

- Licensors shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the DATA has not been paid by the due date for payment; and Except in respect of death or personal injury caused by Licensors' negligence, Licensors shall not be liable to the End User for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claim for consequential compensation whatsoever which arises out of or in connection with the supply of the DATA, except as expressly provided in these Conditions.
- Except in respect of injury to or death of any person Licensors aggregate liability for breach of contract, negligence or other default shall not exceed the value of the Contract.
- Except as expressed here all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

11 Governing Law and Jurisdiction

The End User Contract and any matter, dispute or claim arising from or in connection with the End User Contract in so far as it applies to DATA and its use (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The End User must submit to the mediation process prescribed in the Agreement and, subject to that, to the exclusive jurisdiction of the English courts, save that this shall not restrict the right of Reseller or JBA to take proceedings in any other court of competent jurisdiction in connection with securing, protecting or preventing misuse of JBA's Intellectual Property.