



Citi Logik Limited - Terms & Conditions

These Terms & Conditions form part of the Agreement between you and Citi Logik, and you must read them carefully before entering into the Agreement, including use of the Citi Logik People Movement Portal.

1. INTERPRETATION

The definitions and rules of interpretation in this clause apply in this Agreement.

Additional Professional Services: any days of additional Professional Services provided by Citi Logik to the Client in accordance with clause 6.1.

Additional Professional Services Fee: the fee for any Additional Professional Services, as set out in the Order, or as otherwise agreed in writing between the parties.

Additional Storage Period: where the Client requests Additional Storage Services in accordance with clause 5, the period commencing on the expiry of the Support Period, and ending on the day on which Citi Logik ceases to provide Additional Storage Services to the Client (in accordance with the Client's instructions).

Agreement: means the agreement between Citi Logik and the Client for the supply of the Data Services and / or Support in accordance with these Terms & Conditions.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Client: the person or firm who purchases Data Services and / or Support from Citi Logik.

Commencement Date: the date specified in the Order.

Confidential Information: all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or sub-contractors involved in the provision or receipt of the Data Services who need to know the confidential information in question ("**Representatives**"), to the other party and that party's Representatives in connection with this Agreement, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Client System: any information technology system or systems owned or operated by the Client on which Output is stored or accessed by the Client in accordance with this Agreement.

Data: the anonymised mobile network data or information, in whatever form, captured in accordance with the parameters provided by the client under clause 2.2 (including the Data Capture Dates and Geofence), which shall form the basis of the Output.

Data Capture Date: the date or time period in relation to which the Data is to be captured by Citi Logik in the provision of the Data Services, as set out in the Order. "**Data Capture Dates**" shall have the same meaning.

Data Protection Requirements: the Data Protection Act 2018, the UK GDPR, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the UK Information Commissioner, and the equivalent of any of the foregoing in any relevant jurisdiction.

Data Services: the services to be supplied by Citi Logik to the Client as fully set out in the Order, including the provision of Output, by way of the Portal or otherwise.

Data Services Fee: the fee for the provision of the Data Services, as set out in the Order.

Data Unavailability: shall have the meaning set out in clause 18.1.

Delivery Date: the date or dates on which Citi Logik is to provide the Client with the Output, as set out in the Order.

Derived Output: any Output (wholly or in part) Manipulated to such a degree that it:

- (a) cannot be identified as originating or deriving directly from the Output, the Data or the Services and cannot be reverse-engineered such that it can be so identified; and
- (b) is not capable of use substantially as a substitute for the Output, the Data or the Services.

Distribute: to make Output accessible (including the provision of access through a database or other application populated with the Output, sub-licensing, transferring or disclosing the Output) by any means, including any electronic means, to any User.

Fees: the fees payable by the Client to Citi Logik for the Data Services, including the Data Services Fee, and, if applicable, any Additional Professional Services Fee, Support Period Extension Fee, and any other fee notified by Citi Logik to the Client for any additional Data Services or Storage Services requested by the Client.

Geofence: the geographical location or locations where the Data is to be captured by Citi Logik in the provision of the Data Services, as set out in the Order.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Licence: the licence granted in clause 7.

Manipulate: to combine or aggregate the Output (wholly or in part) with other data or information or to adapt the Output (wholly or in part),

Manipulated Output: any Output which has been Manipulated. Manipulated Output includes any Derived Output.

Media: any print or online media, including publications, websites, blogs and social media.

Named User: any entities with an economic relationship with the Client (for example, the Client's other group companies and any sub-contractors of the Client), authorised by the parties to access and use the Output (wholly or in part) and who are identified in the Order or otherwise agreed by the parties in writing.

Normal Business Hours: 9.00 am to 5.00 pm GMT on a Business Day.

Order: means the Client's order for the supply of Data Services and Support:

- (a) via use by the Client of the Portal, or
- (b) as set out in the order form appended to these Terms & Conditions, or
- (c) as agreed otherwise between the Client and Citi Logik, and forming part of the Agreement.

Output: documents, reports and visualisations based on the Data and supplied by Citi Logik to the Client under this Agreement, the form of which as set out in the Order (for example, GIS layer visualisation, csv files or other bespoke formats).

Permitted Use: use of the Data Services solely in relation to the Project, as more particularly described in the Order (which shall not include the use of the Output by, or for the benefit of, any person other than a User or an employee of the Client).

Portal: the Citi Logik People Movement Portal.

Professional Services: the professional services (including troubleshooting) provided by Citi Logik to the Client in the UK as set out in the Order, together with any Additional Professional Services.

Professional Services Day: the days on which Professional Services and any Additional Professional Services are provided by Citi Logik to the Client within the UK in accordance with the Order, on the basis of an eight-hour day worked and within Normal Business Hours.

Project: the Client's project or projects for which the Data Services are to be used, as set out in the Order.

Restrictions of Use: shall have the meaning set out in clause 8.

Storage Services: the storage of the Data and the Output by Citi Logik on behalf of the Client (either on Citi Logik's servers or on the servers of a third party engaged by Citi Logik for the purpose of provided such storage) after the expiry of the Support Period. "**Store**" shall have the same meaning.

Support: the provision by Citi Logik of such initial Professional Services as may be set out in the Order (if any) and any other Professional Services as may be agreed between the parties during the Support Period up to, in aggregate, the number of Professional Service Days set out in the Order, and the provision of Storage Services by Citi Logik to the Client during the Support Period. "**Supported**" shall have the same meaning.

Support Period: the period of time for which Support is provided by Citi Logik to the Client, as set out in the Order.

Support Period Extension: has the meaning set out in clause 4.1.

Support Period Extension Fee: has the meaning set out in clause 4.11.

Term: a period commencing on the Commencement Date and, unless this Agreement is terminated earlier in accordance with its terms, ending on the latter of: (i) the expiry of the Support Period, (ii) the expiry of any Storage Period.

Time Specific: Data Services that are based on Data captured in relation to a unique Data Capture Date which cannot be repeated.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

User: employees, contractors and officers of Named Users.

1.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.5 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.6 Any words following the terms "including", "include", "for example" or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

1.7 If there is any uncertainty between any provision contained in these Terms & Conditions and any provision contained in the Order, the provision in the Order shall prevail.

2. DATA SERVICES AND SUPPORT

2.1 In consideration of the Client's payment of Data Services Fees in full when due, Citi Logik shall supply the Data Services and Support to the Client during the Support Period.

2.2 The Client shall provide Citi Logik with accurate and timely details of the Data Capture Dates, Geofence, and any other agreed parameters applicable to the Data to be captured as part of the Data Services and set out in the Order.

2.3 Citi Logik may change at any time, with as much prior notice to the Client as Citi Logik considers is reasonably practicable:

- (a) the content, format or nature of Data, Output or the Data Services; and
- (b) the means of access to the Data, Output or the Data Services.

2.4 Where the Data Services are provided to the Client by way of the Portal, the Client's use of the Portal is subject to separate terms and conditions in respect of use of the Portal as set out on the Portal.

3. PROJECTS AND NAMED USERS

3.1 Subject to clause 3.2, the Data Services shall be provided in relation to, and the Client and any Users shall be permitted to access the Data in connection with the Project only.

3.2 In the event that the Client wishes the Data Services to be provided in relation to, or wishes to access the Output in connection with, any additional project, the parties shall enter into a separate Agreement.

3.3 The Client may only Distribute, or otherwise allow access, to the Output or the Data Services to Users.

3.4 Before being given access to the Data Services or the Output, the Client shall procure that Named Users shall first enter into a confidentiality agreement with the Client containing terms similar to, and no less onerous than, the provisions in clause 8.1, clause 8.2 and clause 12 of this Agreement and the Client agrees to monitor the Named User's compliance with such agreement and, if necessary, promptly enforce such agreement either on its own motion or at the request of Citi Logik.

4. EXTENSION OF SUPPORT PERIOD

4.1 In the event that the Client wishes to extend the Support Period, ("**Support Period Extension**"), the Client may request a Support Extension in writing to Citi Logik at least 10 days before the expiry of the Support Period. Any Support to be provided by Citi Logik during any Support Period Extension shall be provided in consideration of the Client's payment of any additional storage, access and processing fees ("**Support Period Extension Fee**"), as set out in the Order or as otherwise notified by Citi Logik to the Client.

5. ADDITIONAL STORAGE SERVICES

5.1 To the extent that the Client does not wish to extend the Support Period under clause 4, but wishes Citi Logik to continue to provide Storage Services for the Additional Storage Period ("**Additional Storage Services**"), the Client may request that Citi Logik provides Additional Storage in respect of such Data and Output for the Additional Storage Period at least 10 days before the expiry of the Support Period. On receipt of such request, Citi Logik shall provide such Additional Storage Services in consideration of an Additional Storage Services fee to be paid by the Client, to be notified by Citi Logik to the Client from time to



time.

5.2 The following clauses in these Terms & Conditions shall not apply during any Additional Storage Period: Clauses 2.1 and 2.2 (Data Services), Clause 4 (Support of Data), Clause 7 (Licence), Clause 8 (Restrictions on Use), Clause 9 (Audit), Clause 15 (Intellectual Property Rights), Clause 16.1 (Warranties), Clause 18 (Data Unavailability), Clause 19 (Sub-contracting).

6. ADDITIONAL PROFESSIONAL SERVICES

6.1 To the extent that the Client wishes for Citi Logik to provide any Additional Professional Services in excess of the Client's maximum allowance of initial Professional Services Days to be provided as part of the Support during the Support Period as set out in the Order, the Client shall submit a written request to Citi Logik detailing the nature of Additional Professional Services required ("Additional Professional Services Request"). Within a reasonable period of time of Citi Logik's receipt of an Additional Professional Services Request, Citi Logik shall provide the Client with an estimate of the number of Professional Service Days required to perform such Additional Professional Services. If the Client wishes to proceed with such Additional Professional Services on the basis of Citi Logik's estimate, Citi Logik and the Client shall execute a statement of work setting out the detail of such Additional Services, together with the number of additional Professional Services Days to be provided by Citi Logik and the Additional Professional Services Fee.

7. LICENCE

7.1 Citi Logik grants to the Client a non-exclusive, non-transferable, revocable, worldwide licence for the Permitted Use during the Support Period, subject to clause 8, to:

- (a) access and use the Output;
- (b) Manipulate the Output and create Derived Output;
- (c) store and access the Output and Manipulated Output on the Client System; and
- (d) Distribute the Output and Manipulated Output solely to Users.

8. RESTRICTIONS OF USE

8.1 Except as expressly provided in this Agreement, the Client shall not:

- (a) use the Data Services (wholly or in part) in its commercial products or services, unless Citi Logik provides its prior written express consent; or
- (b) redistribute the Data Services (wholly or in part).

8.2 The Client shall:

- (a) limit the use of the Data Services to the Project;
- (b) limit access to the Output to the Users;
- (c) not de-anonymise or attempt to de-anonymise the Output;
- (d) only make copies of the Output to the extent reasonably necessary for the following purposes in connection with the Project: back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and testing;
- (e) not use the Data Services for any purpose contrary to any law or regulation or any regulatory code, guidance or request;
- (f) not extract, reuse, use, exploit, redistribute, re-disseminate, copy or store the Output outside of the Permitted Purpose or as expressly permitted under this Agreement;
- (g) not publish or otherwise make available the Output in its raw form (for example, .csv files) except as expressly provided in this Agreement;
- (h) not publish or otherwise make available the Output in any Media, unless Citi Logik provides its prior written express consent;
- (i) not copy, modify, decompile, reverse engineer or create derivative works from the Output, except to the extent permitted by any applicable law; and
- (j) not do anything which may damage the reputation of Citi Logik, the Output, the Data or the Data Services, clauses 8.1 and 8.2 being the "Restrictions of Use".

8.3 If the Client breaches clause 8.2(a) then, without prejudice to Citi Logik's other rights and remedies, and at the sole discretion of Citi Logik, either:

- (a) the Client shall immediately be liable to pay Citi Logik an amount equal to the Fee that Citi Logik would have charged had Citi Logik authorised the additional project or projects (as the case may be), together with interest at the rate provided for in clause 10.4 from the date of the breach to the date of payment; or
- (b) Citi Logik shall terminate this Agreement immediately by notice in writing to the Client.

8.4 The Client shall fully indemnify, keep indemnified and hold harmless Citi Logik from and against any liability, cost, claim, expense, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Citi Logik arising out of or in connection with the Client's breach of any of the Restrictions of Use.

9. AUDIT

9.1 The Client shall keep, in paper and electronic form, at its normal place of business detailed, accurate and up-to-date records ("Records") showing the steps taken by the Client to comply with the Restrictions of Use. The Client shall ensure that the Records are sufficient to enable Citi Logik to verify the Client's compliance with its obligations under this clause 9.1.

9.2 The Client shall permit Citi Logik and its third party representatives, on reasonable notice during Normal Business Hours, but without notice in case of any reasonably suspected breach of this Agreement, to:

- (a) gain (physical and remote electronic) access to, and take copies of, the Records and any other information held at the Client's premises or on the Client System; and
- (b) inspect all Records and Client Systems relating to the use, Distribution, redistribution, permissioning and control of the Output and the Data Services, for the purpose of auditing the Client's compliance with its obligations under this Agreement including the Restrictions of Use. Such audit rights shall continue for three years after termination or expiry of this Agreement. The Client shall give all necessary assistance to the conduct of such audits during the Term and for a period of three years after termination or expiry of this Agreement.

10. FEES

10.1 The Fees shall be payable in accordance with the payment schedule set out in the Order.

10.2 All invoices issued by Citi Logik to the Client shall be due and payable to Citi Logik forthwith and each payment must be made no later than 30 days from receipt in full and in cleared funds.

10.3 All Fees are exclusive of VAT or any other applicable sales tax, which shall be paid by the Client at the rate and in the manner for the time being prescribed by law.

10.4 In the event of any delay by the Client in paying any sum due under this Agreement by the due date, Citi Logik may charge the Client interest at an annual rate of 4% above the base rate of the Bank of England, calculated on a daily basis, that interest to run from the date on

which that sum is due and payable until receipt by Citi Logik of the full amount, whether before or after judgment.

11. DATA PROTECTION

11.1 "Data subject", "personal data" and "process" shall bear the meanings given to those terms respectively in the Data Protection Act 2018.

11.2 The Client acknowledges that all Output provided by Citi Logik under this Agreement shall be provided in an anonymised format, and shall not constitute personal data. The Client acknowledges and agrees that the Client is under an obligation (in clause 8.2(c)) not to, nor attempt or permit a third party to or attempt to, de-anonymise the Output.

11.3 To the extent that the Client provides Citi Logik with any Client Personal Data (defined below), the Client warrants that:

- (a) all relevant data subjects whose personal data it has supplied to Citi Logik in connection with this Agreement ("Client Personal Data") (for example, Users), have given their informed consent for Citi Logik to:
 - (i) process the Client Personal Data for the purposes of providing the Data Services;
 - (ii) transfer the Client Personal Data to destinations outside the European Economic Area ("EEA") which may have lower standards of data protection than those applicable in the EEA;
 - (iii) disclose any Client Personal Data in response to any subject access request relating to this Agreement; and
 - (iv) retain the Client Personal Data for as long as is necessary for the provision of the Data Services; and
 - (b) it shall comply with the Data Protection Requirements in relation to all Client Personal Data and has received all necessary consent required to permit the supply of such Client Personal Data to Citi Logik under this Agreement; and
 - (c) it is registered with all relevant data protection authorities to process all Client Personal Data for the provision of the Data Services.
- 11.4 The Client shall indemnify Citi Logik against any liability, cost, claim, expense, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) arising as a result of the Client:
- (a) breaching the Restriction on Use in clause 8.2(c);
 - (b) breaching any of the Data Protection Requirements; or
 - (c) causing Citi Logik to be in breach of any of the Data Protection Requirements.

12. CONFIDENTIALITY

12.1 The term "Confidential Information" does not include any information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause 12);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) was, is, or becomes, available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
- (d) was known to the receiving party before the information was disclosed to it by the disclosing party; or
- (e) the parties agree in writing is not confidential or may be disclosed.

12.2 Each party shall keep the other party's Confidential Information confidential and shall not:

- (a) use any Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement ("Permitted Purpose"); or
- (b) disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 12.

12.3 A party may disclose the other party's Confidential Information to those of its Users who need to know that Confidential Information for the Permitted Purpose, provided that:

- (a) it informs those Users of the confidential nature of the Confidential Information before disclosure; and
- (b) at all times, it is responsible for the Users' compliance with the confidentiality obligations set out in this clause 12.

12.4 The Client acknowledges that Citi Logik's Confidential Information includes the Data.

12.5 A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.

12.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information, other than those expressly stated in this Agreement, are granted to the other party, or are to be implied from this Agreement.

12.7 The provisions of this clause 12 shall continue to apply after termination of this Agreement.

13. ANNOUNCEMENTS

13.1 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

14. INTELLECTUAL PROPERTY RIGHT

14.1 The Client acknowledges that:

- (a) all Intellectual Property Rights in the Data and the Output are the property of Citi Logik or its licensors, as the case may be;
- (b) it shall have no rights in or to the Data or the Output other than the right to use the Output in accordance with the Permitted Use and subject to always to the express terms of this Agreement; and
- (c) Citi Logik or its licensors has or have made and will continue to make substantial investment in the obtaining, selection, coordination, development of the Data and the Output, and the presentation and supply of the Output.

14.2 All Derived Output and all Intellectual Property Rights in the Derived Output shall be owned exclusively by the Client and there shall be no limitations or restrictions on the Client's use or distribution of the Derived Output.

14.3 The Client shall, and shall use all reasonable endeavours to procure that any necessary third party shall promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

14.4 The Client shall co-operate with Citi Logik to protect the goodwill and reputation of the Data Services.





- 14.5 Any display of the Data Services by the Client shall credit Citi Logik, wherever technically and commercially feasible.
- 14.6 The Client acknowledges that reference in any element of the Output to trade names or proprietary products where no specific acknowledgement of such names or products is made does not imply that such names or products may be regarded by the Client as free for general use, outside the scope of the use of the Data Services authorised by this Agreement.

15. INTELLECTUAL PROPERTY RIGHTS OBLIGATION

- 15.1 Citi Logik undertakes to defend the Client from and against any claim or action that the provision, receipt or use of the Output (wholly or in part) infringes any UK Intellectual Property Right of a third party ("IPR Claim") and shall be responsible for any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Client as a result of, or in connection with, any such IPR Claim, provided that, if any third party makes an IPR Claim, or notifies an intention to make an IPR Claim against the Client, the Client shall:
 - (a) promptly notify Citi Logik of the IPR Claim;
 - (b) not make any admission of liability in relation to the IPR Claim without the prior written consent of Citi Logik;
 - (c) at Citi Logik's request and expense, allow Citi Logik to conduct the defence of the IPR Claim including settlement; and
 - (d) at Citi Logik's expense, co-operate and assist to a reasonable extent with Citi Logik's defence of the IPR Claim.

- 15.2 Clause 15.1 shall not apply where the IPR Claim in question is attributable to:
 - (a) the negligence or intentional misconduct of the Client, its employees and agents;
 - (b) possession, use, development, modification or retention of the Output (wholly or in part) by the Client other than in accordance with this Agreement, provided that the obligations in clause 15.1 shall not apply to the extent that the relevant Claim was attributable to the use of any Manipulated Data; or
 - (c) use of the Output (wholly or in part) in combination with any data not supplied or specified by Citi Logik to the extent that the infringement would have been avoided by the use of the Output (wholly or in part) not so combined.

- 15.3 If any IPR Claim is made, or in Citi Logik's reasonable opinion is likely to be made, against the Client, Citi Logik may at its sole discretion and expense:
 - (a) procure for the Client the right to continue using, developing, modifying or retaining the Output (wholly or in part) in accordance with this Agreement;
 - (b) modify the Output (wholly or in part) so that they cease to be infringing;
 - (c) replace the Output (wholly or in part) with non-infringing items; or
 - (d) terminate this Agreement immediately by notice in writing to the Client and reimburse any Fees paid by the Client as at the date of termination (less a reasonable sum in respect of the Client's use of the Output to the date of termination) on return of the Output and all copies of each of them.

15.4 This clause 15 constitutes the Client's sole and exclusive right and remedy and Citi Logik's (including Citi Logik's employees, agents' and sub-contractors') entire obligations and liability in respect of IPR Claims and, for the avoidance of doubt, is subject to clauses 17.1, 17.2 and 17.4.

16. WARRANTIES

- 16.1 Citi Logik warrants that it has the right to grant the Licence to the Client.
- 16.2 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.
- 16.3 The Client acknowledges that Citi Logik's ability to provide the Data Services is dependent on certain third parties providing certain data to Citi Logik, such data forming the basis of the Data.
- 16.4 Without limiting the effect of clause 16.2, Citi Logik does not warrant that:
 - (a) Citi Logik's use of the Data will be free from interruption;
 - (b) Citi Logik's will be able to obtain full access to all of the Data;
 - (c) the Data or Output is accurate, complete, reliable, secure, useful, fit for purpose or timely;
 - (d) the supply of Output will be free from interruption;
 - (e) the Data Services will run or otherwise be accessible on the Client System; or
 - (f) the Output has been tested for use by the Client, Named Users or any third party or that the Output will be suitable for or be capable of being used by the Client, Named Users or any third party.

17. LIMITATION OF LIABILITY

- 17.1 Neither party excludes or limits liability to the other party for:
 - (a) fraud or fraudulent misrepresentation;
 - (b) death or personal injury caused by negligence; or
 - (c) any matter in respect of which it would be unlawful for the parties to exclude liability.
- 17.2 Subject to clause 17.1, Citi Logik shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
 - (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
 - (b) any loss or corruption (whether direct or indirect) of data or information;
 - (c) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
 - (d) any loss or liability (whether direct or indirect) under or in relation to any other contract.

17.3 Clause 17.2 shall not prevent claims, which fall within the scope of clause 17.2 for:

- (a) direct financial loss that are not excluded under any of the categories set out in clause 17.2(a) to clause 17.2(d) inclusive; or
- (b) tangible property or physical damage.

- 17.4 Subject to clause 17.1 and clause 17.2, if the Client becomes aware of a breach of Citi Logik's obligation to provide the Data Services or Support (not including any breach arising out of or in connection with Data Unavailability, which shall be governed by clause 18), the Client shall notify Citi Logik in writing and Citi Logik will, at its option either:
 - (a) where the Data Services (or Support) are not Time Specific, repeat the performance the Data Services (or Support) in a way which conforms with the terms of this Agreement and remedies the breach; or
 - (b) provide a refund to the Client of the Fees actually paid by the Client in respect of the non-conforming Data Services (or Support) (less a reasonable sum in respect of the Client's use of the Data Services and Support to the date of the Client's notification of the breach), and if Citi Logik does not repeat performance of the Data Services under clause 17.4(a) above within 45 days after the Client gives Citi Logik written notice of relevant breach, or such other

time period as agreed by the parties, the Client may terminate this Agreement immediately on written notice, and Citi Logik shall provide a refund to the Client in accordance with clause 17.4(b). The foregoing states the Client's sole and exclusive right and remedy and Citi Logik's (including Citi Logik's employees, agents' and sub-contractors') entire obligations and liability for any breach of Citi Logik's obligation to provide the Data Services and Support.

- 17.5 Subject to clause 17.1 and clause 17.2, Citi Logik's total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement or any collateral contract shall in all circumstances be limited to GBP Ten million pounds (£10,000,000).
- 17.6 Any Delivery Dates set out in the Order are approximate only, and the time of delivery is not of the essence. Citi Logik shall not be liable for any delay in delivery of the Data Services that is caused by an event within the scope of clause 22, any Data Unavailability or the Client's failure to provide Citi Logik with adequate instructions in accordance with clause 2.2 or any other instructions that are relevant to the supply of the Data Services.
- 17.7 Citi Logik shall not be responsible for any reliance by third parties on the Data Services, and the Client shall indemnify, keep indemnified and hold harmless Citi Logik from and against any liabilities, costs, claims, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all other penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Citi Logik arising out of or in connection with any claim brought by a third party in relation to its reliance on the Data Services.

18. DATA UNAVAILABILITY

- 18.1 Citi Logik shall not be in breach of this Agreement nor liable for any delay in performing, or any failure to perform, any of its obligations under this Agreement if such delay or failure arises or results from or in connection with the unavailability, delay in delivery, errors in, or incompleteness of, data from a third party source which is required for the provision of Data and/or the Output ("Data Unavailability"). In such circumstances:
 - (a) where the Data Services are not Time Specific, Citi Logik shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for a period in excess of 2 months, the Client may terminate this Agreement by giving 10 working days' written notice to Citi Logik. Where the Client gives notice to terminate under this clause 18.1(a), Citi Logik shall refund to the Client any Fees paid by the Client in relation to the Data Services affected by the Data Unavailability (less a reasonable sum in respect of the Client's use of the Data Services to the date on which the Data Unavailability occurred); or
 - (b) where the Data Services affected by the Data Unavailability are Time Specific, the Client may request that Citi Logik provides either:
 - (i) such Data Services on a different Data Capture Date; or
 - (ii) a refund of any Fees paid by the Client in relation to the Data Services affected by the Data Unavailability (less a reasonable sum in respect of the Client's use of the Data Services to the date on which the Data Unavailability occurred).
- 18.2 Clause 18.1 constitutes the Client's sole and exclusive right and remedy and Citi Logik's (including Citi Logik's employees, agents' and sub-contractors') entire obligations and liability in respect of any occurrence of Data Unavailability and, for the avoidance of doubt, is subject to clauses 17.1, 17.2 and 17.4.

19. SUB-CONTRACTING

- 19.1 The Client shall not grant a sub-licence to access and/or use the Data Services, nor otherwise permit the access and/or use of the Data Services, to any third party sub-contractor unless the identity of such sub-contractor is set out in the Order as a Named User, or Citi Logik otherwise provides its prior written consent.

20. TERMINATION

- 20.1 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
 - (a) the other party commits a material breach of any term of this Agreement (other than failure to pay any amounts due under this Agreement) and (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - (b) the other party: suspends, or threatens to suspend, payment of its debts; is unable to pay its debts as they fall due or admits inability to pay its debts; (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or (being a partnership) has any partner to whom any of the events in this clause 20.1(b) apply;
 - (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (in the case of a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
 - (f) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver; a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - (g) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other similar process is levied or enforced on or sued against, the whole or any part of the other party's assets and that attachment or process is not discharged within 14 days;
 - (h) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 20.1(b) to clause 20.1(h) (inclusive); or
 - (i) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 20.2 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, Citi Logik may terminate this Agreement with immediate effect by giving





written notice to the Client if:

- (a) the Client fails to pay any sum due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make that payment; or
 - (b) there is a change of control of the Client (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 20.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.
- 20.4 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 20.5 On any termination of this Agreement for any reason or expiry of the Term, the Client shall immediately pay any outstanding amounts owed to Citi Logik under this Agreement and, within a reasonable period of termination or expiry ensure that there is no further use of the Data Services in any of the Client's products or applications.
- 20.6 On any termination of this Agreement for any reason or expiry of the Term, the Licence shall immediately terminate, the Client shall as soon as reasonably practicable ensure that all Output and Manipulated Data (excluding any Derived Output) is deleted from the Client System, and the Client shall provide written confirmation of compliance with this clause 20.6 no later than 14 days after termination of this Agreement or expiry of the Term.

21. ASSIGNMENT

- 21.1 This Agreement is personal to the Client and it shall not assign, transfer, mortgage, charge, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of Citi Logik (which is not to be unreasonably withheld or delayed).
- 21.2 Citi Logik may at any time assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any of its rights and obligations under this Agreement without the consent of the Client.

22. FORCE MAJEURE

- 22.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 months, the party not affected may terminate this Agreement by giving 10 working days' written notice to the affected party.

23. NOTICE

- 23.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be either: delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); sent by fax to its main fax number; or by email to an email address provided by the other party for this purpose.
- 23.2 Any notice shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if sent by fax, at 9.00 am on the next Business Day after transmission; or if sent by email, at the time of transmission.
- 23.3 This clause 23 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24. GENERAL

- 24.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 24.2 This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 24.3 Except as expressly provided in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 24.4 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 24.4 shall not affect the validity and enforceability of the rest of this Agreement.
- 24.5 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 24.6 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 24.7 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 24.8 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).