



Data City Licence Agreement & EULA

Cabinet Office

Created by: **REDACTED TEXT under
FOIA Section 40, Personal Information**

The Data city

Prepared for:

**REDACTED TEXT under FOIA Section
40, Personal Information**

Analysis Summary Artificial Intelligence

ITCS: 11 | Sectors: All | Locations: All | Keywords: All | Financial: All | Companies: All | Growth: All

Uncover the UK's fastest growing sectors and companies with a platform license from The Data City.

3,571 Companies Considered	367,302 Total Employees
£19,295,749,959 Total Investment Funding	£386,241,481 Total Investment UK Govt. Funding
£8,801,974,261 Best Estimate Total OVA	£65,376,753,378 Total Turnover

Our mission is to map the UK's emerging economy, providing researchers, policy makers and investors with real time data on dynamic sectors and the

companies within them.

What's included in our plans?

Uncover the UK's fastest growing sectors and companies with a platform license from The Data City.

- Explore the UK's entire business base of over
5 million companies & start-ups
- Access 400+ emerging economy sector classifications from AgriTech to Net Zero
- Build lists and classify your own companies using our cutting edge, machine learning tech
- Analyse company and industry data using our in-built reporting dashboard



Real-Time Industrial Classifications

Liberate yourself from the limitations of SIC codes and outdated data. Our expert-led RTICs™ provide a comprehensive, real-time view of the economy, showcasing over 400 emerging sectors including Net Zero, AgriTech, FinTech and AI.

QUOTATION

Date of Agreement: 15-05-2025

This Quotation forms part of the Agreement and shall have effect as if set out in full in the body of the Agreement and any reference to the Agreement includes this Quotation.

Licenser:

Data City Innovation Ltd

Registered address:

Consort House
12 South Parade
Leeds

LS1 5Q2

Company no: 10958787

Licensee:

Cabinet Office

Registered address:

70 Whitehall
London
United Kingdom

SW1A 2AS

Company no:

Referenced in this agreement as: the "Licensee"

Referenced in this agreement as: the "Data City"

Licence Fee	Initial Term	Price	Qty	Subtotal
5 User UK Platform licence 12 Months	12 Months	REDACTED TEXT under FOIA Section 43, Commercial Interests	1	REDACTED TEXT under FOIA Section 43, Commercial Interests
5 User Lightcast (jobs and skills) 12 Months	12 Months	REDACTED TEXT under FOIA Section 43, Commercial Interests	1	REDACTED TEXT under FOIA Section 43, Commercial Interests
5 user - RSIC platform upgrade 12 months	12 months	REDACTED TEXT under FOIA Section 43, Commercial Interests	1	REDACTED TEXT under FOIA Section 43, Commercial Interests
Data Consulting No. of days requires as per SoW	No. of days requires as per SoW	REDACTED TEXT under FOIA Section 43, Commercial Interests	5	REDACTED TEXT under FOIA Section 43, Commercial Interests
Additional End Users				
		REDACTED TEXT under FOIA Section 43, Commercial Interests	0	REDACTED TEXT under FOIA Section 43, Commercial Interests

Total £30,000.00

Renewal Term 12 Months

Commencement Date 08-07-2025

All fees exclude VAT

GENERAL LICENCE AND EULA

Background

(A) Data City is a 'data as a service company' providing via its Platform unique real time industrial Data on emerging economic sectors (as both terms are defined below).

(B) This Agreement sets out the terms and conditions upon which Data City grants the Licensee rights to access the Platform, use the Licensed Data and produce Reports using the Licensed Data.

Agreed Terms

1. Definitions and interpretation

1.1 In this Agreement, the following words and expressions have the following meanings:

"Access Key" has the meaning given to it in clause 3.2;

"Additional End User Fee(s)" means the fee for each additional End User (if applicable) as set out in the Quotation;

"Applicable Laws" means all applicable laws, statutes, regulations and legislation from time to time in force;

"Business Contact Personal Data" means the email addresses of the Licensee's personnel/staff contacts for the purposes of negotiating, administering and concluding the Agreement;

"Business Day" means a day (other than a Saturday or Sunday or public holiday) on which banks are generally open for non automated commercial business in the city of London;

"Commencement Date" shall be the Commencement Date specified in the quotation;

"Confidential Information" means any and all confidential information (whether in oral, written or electronic form) given including technical or other information imparted in confidence or disclosed by Data City to the Licensee or otherwise obtained by the Licensee relating to Data City's business, finance or technology, know how, intellectual property, assets, strategy, products and customers, including, the Licensed Data, information relating to development or other processes, management, financial, marketing, technical and other arrangements or operations of any person, firm, or organisation associated with Data City;

"Data" means any Data City data, the RTIC's, any content, records, text, written materials, images, visualisations, photographs, illustrations, icons, video, audio, software or any other content, materials or data;

"Data Protection Legislation" means:

(a) to the extent the UK GDPR (as defined in section 3(10)(as supplemented by section 205(4) of the Data Protection Act 2018) applies, the law of the UK or of a part of the UK which relates to the protection of Personal Data; or

(b) to the extent EU GDPR (the General Data Protection Regulations (EU 2016/679)) applies, the law of the EU or any member state of the EU to which the Customer is subject, which relates to the protection of Personal Data;

"End User(s)" means: (i) any of the Customer's employees who are permitted to use the Platform and the Licensed Data subject always to such employees agreeing to the terms of the EULA; and/or (ii) any other third parties who are assisting the Customer in its use of the Licensed Data as set out in clause 2.1 including without limitation, professional advisers, sub-contractors or agents subject always to such parties agreeing to the terms of the EULA;

"EULA" means an End User Licence Agreement to be signed by the End User prior to its use of the Platform and the Licensed Data on the Licensee's behalf in the form set out at Schedule 2

"Fees" means the Licence Fee and any Additional End User Fees;

"Force Majeure" means an event or sequence of events beyond a party's reasonable control (which could not reasonably have been anticipated and avoided by a party) preventing or delaying it from performing its obligations hereunder, including without limitation war, revolution, terrorism, riot or civil commotion, or reasonable precautions against any such; strikes, lock-outs or other industrial action, whether of the affected party's own employees or others; blockage or embargo; acts of or restrictions imposed by government or public authority; explosion, fire, corrosion, flood, natural disaster, or adverse weather conditions. Force Majeure does not include, without limitation, inability to pay, mechanical difficulties, shortage or increase of price of raw materials, over-commitment or market or other circumstances which may make the terms of this Agreement unattractive to a party;

"Initial Term" shall be the period of time as specified in the Quotation;

"Intellectual Property" means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, the right to sue for passing off, utility models, domain names and all similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future; and
- (e) wherever existing.

"Licensed Data" means the Data and the Third Party Data available on the Platform;

"Licence Fee" means the licence fee as set out in the Quotation and payable in accordance with clause 5 (Fees and Payment);

"Licensed Data Restrictions" means the restrictions on the use of Licensed Data as set out in clause 4;

"Losses" means all incurred losses, liabilities, damages, costs, claims, demands, actions, proceedings, orders and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties;

"Platform" means Data City's API and/or software platform and interface under url covered by the domain 'datacity.com', whether accessed by the internet via an application or API, by mobile or other electronic device or howsoever accessed;

"Platform Restrictions" means the restrictions on the use of the Platform as set out in clause 3;

"Quotation" means the document setting out amongst other things the parties details, the Initial Term, Renewal Term, Commencement Date, Licence Fee and Additional End User Fee;

"Raw Format" means any of the Licensed Data in its original, "as provided" format or any amended format before it has been altered or manipulated by the Licensee to produce a Report;

"Renewal Term" has the meaning given to it in clause 16.1;

"Report" means any and all reports (in any format) created, produced or generated by the Licensee and End Users which may contain results and output derived from the Licensed Data;

"RTIC's" means Data City's real time industrial classifications;

"Third Party Data" means any Data which is licensed to Data City by a third party for use on the Platform on the third party's terms and conditions;

"Term" means the Initial Term and any Renewal Terms;

"Territory" means the United Kingdom;

"User Personal Data" means the email addresses and names of the Licensee's proposed users or End User(s);

"VAT" means United Kingdom value added tax any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom;

"Year" means a consecutive period of 12 calendar months commencing on the Commencement Date and "Yearly" shall be construed accordingly.

1.2 In this Agreement, unless the context otherwise requires:

(a) the singular includes the plural and vice versa;

(b) references to sub-clauses and clauses are to sub-clauses and clauses of this Agreement;

(c) references to persons include individuals, trusts, partnerships, unincorporated bodies, government entities, companies and/or corporations (in each case whether or not having separate legal personality);

(d) references to including and include(s) shall be deemed to mean respectively including without limitation and include(s) without limitation;

(e) clause headings do not affect the interpretation of this Agreement; and references to legislation (including any subsidiary legislation) include any modification or re-enactment thereof.

2. What this licence allows the Licensee and its End Users to do

2.1 In consideration of the Licensee paying the Fees payable in accordance with this Agreement and for the Term, Data City grants the Licensee and its End Users a limited, revocable, non-exclusive, non-transferable, non-sub licensable licence to access the Platform and to access, download, view and use the Licensed Data in the Territory for its 'internal business purposes' and the purposes set out in clause 2.2 and 2.3, subject to the Platform Restrictions and the Licensed Data Restrictions and always subject to any End Users signing an EULA.

2.2 The Licensee and End Users may use the Licensed Data to write and create Reports. The Licensee may copy such Reports for its own internal business purposes. The Licensee may sell such Reports to third parties:

(a) provided that it ensures that the Report contains the relevant Data City notices as specified in clause 9.4; and

(b) provided that it uses best endeavours to ensure any third party to which such Report is sold reproduces the relevant Data City notices as specified in clause 9.4 on any reproduction of the Report.

The Licensee shall not otherwise publish, disclose, share or distribute such Reports to third parties without the prior written consent of Data City.

2.3 The Licence granted at clause 2.1 and 2.2 above includes, without limitation, a limited permission for the Licensee to allow its end customers/clients to view the Licensed Data for the purpose of demonstrating to the end client/customer the capabilities of the Platform and the Licensed Data only. This permission is only granted **provided** such viewing is carried out by the Licensee a) within and using the Platform b) by an authorised employee of the Licensee, (either in person or via a screen share) and c) on a one-off basis. The Licensee may not and may not permit its customer/end client to download, copy, share or otherwise use the Licensed Data **in any way** whatsoever. The Licensee's end customer/client would be required to purchase its own independent licence in order to further view or otherwise use the Licensed Data. The Licensee shall indemnify and keep indemnified Data City from and against any and all Losses incurred by it as a result of the Licensee's breach of this clause and any use whatsoever by its end clients/customers of the Licensed Data.

2.4 The Platform licensed under this Agreement shall include any error corrections, patches, fixes, updates, upgrades, new releases or new versions subsequently received (if any) of the Platform.

3. Restrictions on Use of the Platform

3.1 The Licensee shall not use the Platform contrary to any restriction stated in this clause 3, or otherwise in a way that is not expressly permitted by this Agreement.

3.2 The Licensee:

(a) shall ensure that it and any End Users:

(i) only access the Platform using the appropriate key ("**Access Key**") as provided by Data City;

(ii) keep the Access Key secure and is fully responsible for any use of the Platform using the Access Key;

(iii) comply with all relevant legislation, regulations, codes of practice, guidance and other requirements of any relevant government, governmental or regulatory agency or other relevant body;

(b) shall not and shall ensure that its End Users shall not use the Platform:

(i) in connection with a criminal offence under the applicable national laws or regulations or against public order or applicable ethical standards and codes;

(ii) to send spam or to interfere with or degrade Data City's services in any way;

(iii) in any way which causes or is intended to cause annoyance, inconvenience or needless anxiety;

(iv) for any unlawful purpose whatsoever, including fraud or terrorism;

(v) in any way which is abusive, harmful, threatening or defamatory or any other way that may cause offence;

(vi) in any way that could be harmful to Data City's (or its third party licensors) systems or data (including uploading any material that otherwise contains a virus or other malicious code);

(vii) in any way which breaches or could potentially breach a legal duty to a third party (including a duty of confidentiality) or which infringes or could potentially infringe a person's right to privacy;

(viii) in any way which promotes discrimination or is likely to incite hatred;

(ix) in any way which may infringe the Intellectual Property Rights of third parties or which promotes any unlawful

act; (c) shall not distribute, sub-license, license, sell, rent, lease or otherwise deal in or encumber the Platform; (d)

modify, add to or enhance the Platform;

(e) provide any Report to any third parties except as set out in the Agreement;

(f) shall not copy the Platform (or any part or portion of it), except and only to the extent permitted by English law; and

(g) shall not decompile, observe, study or test the functioning of the Platform except and only to the extent that such restriction is prohibited under English law, or with the express written agreement of Data City.

3.3 Where the Licensee is permitted to allow an authorised End User to use the Platform the Licensee shall ensure that the End User has agreed to the terms of the EULA and the Licensee shall be responsible for any act or omissions of the End User or its breach of the EULA or clauses 3 and 4.

4. Restrictions on use of the Licensed Data and any Reports

4.1 The Licensee acknowledges that the Licensed Data may include Third Party Data. The Licensee agrees to comply with any third party terms and conditions relating to such Third Party Data as notified by Data City and that the Licensee's (and its End User(s) if

applicable) use of such Third Party Data shall not infringe the Intellectual Property Rights of such third parties. In the event of any such infringement, the Licensee's permission to use such Third Party Data will automatically terminate and any copies made must be immediately destroyed.

4.2 The Licensee shall not (and shall procure that the End User(s) shall not):

(a) copy the Licensed Data in its Raw Format and only copy the Report in accordance with clause 2.2;

(b) make derivative works of, or sell, share, transfer, distribute, exploit, extract, modify, adapt, store, resupply, alter, amend or vary the content of, or copy the Licensed Data in any way except as specifically permitted by this Agreement;

(c) use the Licensed Data to create any database or any offering that seeks to or does replicate the Licensed Data and/or Data City's business and/or is in competition with Data City's business;

(d) use the Platform or any of the Licensed Data in a manner that inaccurately suggests an association between the Licensee and Data City or its licensors;

(e) sub-licence, transfer or otherwise make available the Licensed Data in its Raw Format to any third parties;

(f) do (or suffer to be done) anything which may unfairly or unlawfully damage the reputation or integrity of Data City, its licensors or the Licensed Data;

4.3 Data City have the right at any time to access the Licensee's and the End User's account and to monitor the Licensee's and the End Users use of the Platform and Licensed Data to ensure compliance with the terms of this Agreement.

5. Fees and Payment

5.1 In consideration of being granted access to the Platform and the Licensed Data, the Licensee shall pay Data City the Fees.

5.2 The Licensee shall pay the Fees in full within 30 days from the date of invoice or if agreed by Data City, monthly in advance. Payment is needed ahead of access being granted to the Platform and Licensed Data.

5.3 Amounts payable to Data City under this Agreement shall be paid into the following bank account by electronic funds transfer unless otherwise notified by Data City to the Licensee in writing in accordance with this Agreement:

Bank: Lloyds

Account holder name: Data City Innovations Limited

Sort code: 30-65-22

Account number: 12331062

5.4 Following the Initial Term, Data City may increase the Fees from time to time, but no more than once in any Yearly period. The Licensee may terminate this Agreement by giving 1 month written notice if it does not agree to such fee increase, such notice to be given within 1 month of the date of the fee increase. If such notice has not been given, the Licensee shall be deemed to agree to such fee increase.

6. Taxes and duties

6.1 All amounts due under this Agreement are exclusive of VAT, sales or other tax applicable which shall be paid in addition by the Licensee at the rate and in the manner for the time being prescribed by law.

7. Interest

7.1 Where sums due under this Agreement are not paid in full by the due date, Data City may, without limiting its other rights, charge interest on such sums at 4% a year above the base rate of Barclays Bank plc from time to time in force.

7.2 Interest will apply from the due date for payment until actual payment in full, whether before or after judgment.

8. Data protection and privacy

8.1 The terms Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures shall be as defined in the Data Protection Legislation.

8.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. Each party is a separate and independent Controller of its own Business Contact Personal Data which is transferred to the other party under this Agreement. Data City is the Processor and the Licensee is the Controller in respect of any User Personal Data processed by Data City under this Agreement.

8.3 Without prejudice to the generality of clause 8.2, both parties will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data to the other party for the duration and purposes of this Agreement.

8.4 Without prejudice to the generality of clause 8.2, Data City shall, in relation to any User Personal Data processed in connection with the performance of its obligations under this Agreement:

(a) process that User Personal Data only on the documented written instructions of the Licensee unless it is required by Applicable Laws to otherwise process that User Personal Data. Where Data City is relying on Applicable Laws as the basis for processing User Personal Data, it shall promptly notify the Licensee of this before performing the processing required by Applicable Laws unless the Applicable Laws prohibits it from so notifying the other Licensee;

(b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of User Personal Data and against accidental loss or destruction of, or damage to, User Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting User Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to User Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process User Personal Data are obliged to keep the User Personal Data confidential;

(d) not transfer any User Personal Data outside of the UK/EU (as applicable) unless the prior written consent of the Licensee has been obtained and the following conditions are fulfilled:

(i) it has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) it complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) it complies with reasonable instructions notified to it in advance by the Licensee with respect to the processing of the User Personal Data.

(e) assist the Licensee, at its cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Licensee without undue delay on becoming aware of a Personal Data Breach;

(g) at the written direction of the Licensee, delete or return User Personal Data and copies thereof to the other party on termination of this Agreement unless required by Applicable Laws to store the User Personal Data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this clause 8.4.

8.5 The Licensee consents to Data City appointing the third party processors set out in Schedule 1 (as updated from time to time) as third-party processors of User Personal Data under this Agreement. Data City confirms that it has entered or (as the case may be) will enter into a written agreement with the third party processor incorporating terms which are substantially similar to those set out in this clause 8 and in either case which such party confirms reflect and will continue to reflect the requirements of the Data Protection Legislation.

8.6 The particulars of the User Personal Data to be processed by Data City under this Agreement are set out in Schedule 1.

9. Intellectual Property Rights

9.1 Except for the Licensee's licence right to use the Platform and Licensed Data as expressly granted above, all Intellectual Property Rights in and to the Platform, Licensed Data and RTIC's shall at all times vest and remain vested in Data City or its licensors.

9.2 To the extent that the Licensee acquires any Intellectual Property Rights in the Platform, Licensed Data and/or RTIC's, the Licensee shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to Data City or any relevant third party nominated by Data City. The Licensee shall (at its cost and expense) execute all such documents and do such things as Data City may consider necessary to give effect to this clause.

9.3 The Licensee acknowledges and agrees that:

(a) the Platform and Licensed Data contain confidential and proprietary information and it shall not conceal, modify, remove, destroy or alter in any way any proprietary markings of Data City (or its licensors) on or in the Platform, Licensed Data or any related materials and documentation;

(b) all trade marks, logos and service marks (collectively, the Trade Marks) which appear on the Platform are registered and unregistered Trade Marks or are licensed for use by Data City by third parties, and that all other Trade Marks are proprietary marks and are registered to their respective owners;

(c) nothing contained on the Platform should be construed as granting, by implication or otherwise, any licence or right to use any Trade Marks displayed on the Platform without the written permission of Data City or such third party who owns the Trade Mark; and

(d) it shall not deal with any Trade Mark displayed on the Platform, or any other content on the Platform, contrary to the provisions of this Agreement.

9.4 [The Licensee agrees to specifically reference the name 'Data City' and the web address: www.thedatacity.com, to insert a clear and visible copyright notice on any media, materials, documents, Reports or otherwise (in any format) that use or re-produce Licensed Data. Such notice shall state: "copyright in the data belongs to Data City and/or its licensors" and insert the appropriate year e.g. 2023.]

10. Modifications to the Platform

10.1 Data City reserves the right to make modifications to the Platform and to the content of the Licensed Data at any time in whole or in part.

11. Confidential Information

11.1 The Licensee shall maintain the confidentiality of Data City's Confidential Information and shall not without the prior written consent of Data City use, disclose, copy or modify Data City's Confidential Information (or permit others to do so) other than as necessary for the performance of the Licensee's rights and obligations under this Agreement.

11.2 The Licensee undertakes to:

(a) disclose Data City's Confidential Information only to those of its Licensee's officers, employees, agents, professional advisers and contractors (including End Users, if applicable) to whom and to the extent to which such disclosure is necessary for the purposes contemplated under this Agreement;

(b) to procure that such persons are made aware of and agree in writing to observe the obligations in this clause; and

(c) that it shall give notice to Data City of any unauthorised misuse, disclosure, theft or loss of Data City's Confidential Information immediately upon becoming aware of the same.

11.3 The provisions of this clause shall not apply to information which:

(a) is or comes into the public domain through no fault of the Licensee, its officers, employees, agents or contractors; (b)

is lawfully received by the Licensee from a third party free of any obligation of confidence at the time of its disclosure;

(c) is independently developed by the Licensee, without access to or use of such information; or

(d) is required by law, by court or governmental or regulatory order to be disclosed provided that the Licensee, where possible, notifies Data City at the earliest opportunity before making any disclosure.

11.4 The obligations under this clause shall survive the variation, expiry or termination of this Agreement for a period of five years thereafter.

12. Warranties and disclaimers

12.1 Data City warrants that:

(a) it has the right, power and authority to enter into this Agreement and to grant to the Licensee the rights contemplated in this Agreement in relation to the Platform and the Licensed Data;

(b) the Platform and Licensed Data do not infringe any Intellectual Property Rights of any third party;

(c) that the Platform has been created using reasonable skill and care.

12.2 The Platform and the Licensed Data is provided on an "as-is basis" and the Licensee acknowledges and agrees that:

(a) the Platform may not be free of bugs or errors and agrees that the existence of minor bugs or errors shall not constitute a breach of this Agreement;

(b) it assumes sole responsibility for results obtained from the use of the Licensed Data and for conclusions drawn from such use and for any losses suffered by it as a result of reliance on the Licensed Data or any Report produced using such Licensed Data;

(c) Data City is not responsible for any liability that arises in connection with third parties unlawfully obtaining access to the Licensee's account in order to abuse the nature and intent of the Platform; and

(d) the Licensee is responsible for any and all liability that arises in connection with any activity using the Licensee's username or password (whether authorised (including by End Users) or not).

12.3 The Customer acknowledges and agrees that the Licensed Data supplied will represent or be based on information provided to Data City by third parties and collected by Data City from publicly available resources, the accuracy, quality and completeness of which Data City cannot control. Data City does not warrant or represent that the Platform or Licensed Data shall be:

- (a) uninterrupted or error-free;
- (b) accurate or fit for purpose;
- (c) compatible with third party software or equipment; and
- (d) suitable for the purpose for which the Licensee proposes to use the same or shall meet the Licensee's requirements; and
- (e) virus free.

12.4 Data City and its suppliers give no warranties and make no representations about the results to be obtained from using the Licensed Data.

12.5 Data City is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of the Licensed Data over communication networks and facilities, including the internet, and the Licensee acknowledges that the Platform and Licensed Data may be subject to limitations, delays and other problems inherent in the use of such communication facilities.

12.6 Any warranties given by Data City shall be subject to the Licensee using the Platform and the Licensed Data in compliance with this Agreement, and Data City shall not be liable under this clause for, or required to remedy, any problem arising from:

- (a) any modification made to any part of the Platform by anyone other than Data City without its express prior written consent;
- or (b) any defect or error wholly caused by any equipment or third-party software used in connection with the Platform.

12.7 Subject to the express terms set out in this Agreement and to the maximum extent permitted by applicable law, Data City hereby disclaims all other warranties, terms and conditions, either express, implied or statutory in relation to the Platform and/or the Licensed Data.

13. Limits on liability

13.1 Data City's aggregate liability (whether in contract, tort (including negligence) or otherwise) misrepresentation, restitution or otherwise arising under or in connection with the performance or contemplated performance of this Agreement shall be limited to the total Yearly Fees paid or payable to Data City under this Agreement in the Year in which the claim arose.

13.2 Subject to sub-clause 13.1 and 13.3, Data City shall not be liable to the Licensee for any of the following types of loss or damage arising under or in relation to this Agreement (whether arising for breach of contract (including under any indemnity), misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty, warranty, strict liability or any other legal theory howsoever arising):

- (a) any loss of profits; business; contracts; anticipated savings; goodwill; or revenue; any wasted expenditure; or any loss or corruption of Data or information regardless of whether any of these types of loss or damage are special, direct, indirect or consequential; or
- (b) any indirect or consequential loss or damage whatsoever, even if that party was aware of the possibility that such loss or damage might be incurred by the other.

13.3 Notwithstanding the above, neither party excludes or limits any liability for:

- (a) personal injury (including sickness and death) to the extent that such injury results from the negligence or wilful default of a party or its employees; or
- (b) fraud, fraudulent misrepresentation or fraudulent concealment; or
- (c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any other liability to the extent the same cannot be excluded or limited by law.

14. Indemnities

14.1 The Licensee agrees to indemnify and keep indemnified Data City from and against all Losses which Data City may sustain or incur up to a maximum liability of £5m in connection with:

- (a) breach by the Licensee of the terms of this Agreement; and
- (b) any breach of the terms of the EULA by End Users.

15. Force Majeure

15.1 A party will not be liable if delayed in or prevented from performing its obligations hereunder due to Force Majeure, provided that it:

- (a) promptly notifies the other of the Force Majeure event and its expected duration; and
- (b) uses reasonable endeavours to minimise the effects of that event.

15.2 If, due to Force Majeure, a party:

- (a) is unable to perform a material obligation; or
- (b) is delayed in or prevented from performing its obligations for a continuous period of more than 90 days; the other party may, within a further 10 days terminate this Agreement on notice, otherwise this Agreement shall continue in full force and effect.

16. Termination

16.1 This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with the terms of the Agreement, for the Initial Term and shall renew for successive terms of periods of time equivalent to the Initial Term ("**Renewal Term**") unless and until terminated by one party giving to the other, no less than 3 (three) month's written notice, such notice to expire upon expiry the Initial Term or a successive Renewal Term.

16.2 Data City may, without prejudice to its other rights and remedies, by giving notice in writing to the Licensee immediately terminate or suspend this Agreement at any time by giving notice to the Licensee if:

- (a) the Licensee takes any steps or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to solvent restructuring), being wound up (whether voluntarily or by order of the Court) having a receiver appointed to any of its assets or ceasing to carry out business, or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

(b) the Licensee breaches the terms of this Agreement; or

(c) the End User breaches the terms of the EULA; or

(d) the Licensee suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its

business. 16.3 In the event of termination of this Agreement for any other reason:

(a) all licences granted to the Licensee under this Agreement and the EULA shall terminate immediately;

(b) the Licensee shall immediately (at Data City's option) delete, return or destroy all Data City's Confidential Information or Data in its possession or under its control and all copies of such information (in whatever form); and

(c) all provisions of this Agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.

17. Notices

17.1 Any notice or other communication given to a party under or in connection with this Agreement (a Notice) shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause.

17.2 A Notice shall be deemed to have been received:

(a) if delivered personally: when left at the address referred to in sub clause 17.1;

(b) by first-class post: two Business Days after posting;

(c) by email: on receipt of a read return mail from the correct address within 24 hours from delivery if no notice of delivery failure is received.

17.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal

action. **18. Entire agreement**

18.1 This Agreement contains the whole agreement between the parties relating to its subject matter and supersedes any prior agreements, representations or understandings between them unless expressly incorporated by reference in this Agreement. Each party acknowledges that it has not relied on, and shall have no remedy in respect of, any representation (whether innocent or negligent) made but not expressly embodied in this Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

19. General

19.1 Nothing in this Agreement shall (except as expressly provided) be deemed to constitute a partnership, or create a relationship of principal and agent between the parties for any purpose.

19.2 Nothing in this Agreement is intended to, or does, confer any right on a third party whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise save that Creditsafe Business Solutions Limited (03836192) may enforce a term of this Agreement.

19.3 No party may assign, novate, transfer, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the other's prior written consent or except as expressly permitted in this Agreement.

19.4 No amendment or variation of this Agreement will be valid unless agreed in writing by an authorised signatory of each party.

19.5 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

19.6 A waiver of any right under this Agreement is only effective if it is in writing, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action.

19.7 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

19.8 Each party will, at its own cost, do all further acts and execute all further documents necessary to give effect to this

Agreement. 19.9 Provisions which by their terms or intent are to survive termination of this Agreement will do so.

19.10 This Agreement shall be binding upon, and endure to the benefit of, each of the parties, their respective personal representatives and their respective successors in title.

20. Governing law and jurisdiction

20.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter is governed by and shall be construed in accordance with the laws of England and Wales. Subject to any disputes which the parties agree to resolve using an alternative dispute resolution process permitted in accordance with this Agreement, the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any disputes and claims which may arise out of, or in connection with, this Agreement.

Schedule 1 Data Protection

Scope and Nature:	Both parties will share Business Contact Personal Data with the other party for the purposes of negotiating, administering and concluding the Agreement. The Licensee shall transfer User Personal Data to Data City and Data City shall use such User Personal Data to create, register and administer user / End User accounts in relation to platform access and related services.
Purpose of processing:	In order for each party to fulfil its obligations under this Agreement.
Duration of Processing:	For the duration of this Agreement (or longer if required in order to comply with Applicable Laws).
Types of personal data: User Personal Data	Email addresses and names of the Licensee's proposed users or actual End Users.
Business Contact Personal Data:	Email addresses of the Licensee's personnel/staff contacts for the purposes of negotiating, administering and concluding the Agreement.
Categories of data subject:	Other party's staff. Licensee's staff and End User.
Sub-processors	Microsoft Azure Hub Spot

Schedule 2 EULA

END USER DATA LICENCE

PLEASE READ CAREFULLY BEFORE USING THE DATA

This end-user licence agreement ("**EULA**") is a legal agreement between you ("**you**" and "**yours**") and Data City Innovations Ltd (Company no. 10958787) of Consort House, 12 South Parade, Leeds LS1 5QS ("**we**", "**us**", "**our**") for the use of the Data on our Platform (all as defined below).

We license use of the Data to you on the basis of this EULA. We do not sell the Data to you. We remain the owners of the Data at all times.

AGREED TERMS

1. General

1.1 Definitions

"Customer" means our Customer who has entered into a platform licence agreement with us;

"Data" means any data, content, records, images, photographs, illustrations, icons, text, video, audio, written materials, software or other content, (including, without limitation, analysis, output and results created, produced or generated by you (whether or not incorporated into a Report);

"Intellectual Property" means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, the right to sue for passing off, utility models, domain names and all similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future; and
- (e) wherever existing.

"Platform" means our software platform and interface found at www.datacity.com whether accessed by the Internet via a mobile application, mobile device or other electronic device;

"Raw Format" means any of the Data in its original "as provided" raw format before it has been altered, questioned or manipulated by you or the Customer in any way or before it has been used in a Report;

"Report" means any report produced by you (in any format) created, produced or generated as part of your use of the Platform and Data.

1.2 The terms of this EULA apply to the Data including any updates or supplements to the Data, unless they come with separate terms, in which case those terms apply.

2. Your licence to use the Data

2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive single use licence to use the Platform to access, download, display, view and use the Data ONLY for the benefit of the Customer and for the Customer's internal business purposes. You may generate and create Reports using the Data, subject to the terms of this EULA but only for the benefit of the Customer. We reserve all other rights.

2.2 YOU MAY NOT COPY THE DATA (IN ITS RAW FORMAT OR OTHERWISE) OR SHARE THE DATA WITH ANY THIRD PARTY WHATSOEVER UNLESS WE HAVE GIVEN YOU OUR EXPRESS WRITTEN PERMISSION.

3. Restrictions on your use of the Data

3.1 Except as expressly set out in this EULA or as permitted by any local law, you agree:

(a) ONLY to use the Data for the Customer's internal business purposes and NOT to use the Data (in its Raw Format or otherwise) for any Customer's commercial purposes or for your own use;

(b) to keep the Data (and any Report) **strictly confidential** at all times and not to disclose, provide or otherwise make available the Data (or any Report) in whole or in part, in any form to any third party or person without prior written notice and consent from us;

(c) **not to copy** the Data (in its Raw Format or otherwise) except where such copying is incidental to the normal use of the Data, (for the benefit of the Customer) or where it is necessary for the purpose of back-up or operational security;

(d) not to make derivative works of, copy (except as in 3.1 (c) above), rent, sell, exploit, distribute, share, lease, sub-license, loan, translate, merge, adapt, vary, amend or modify the Data (in whole or in part or in its Raw Format) except as specifically permitted by this EULA;

(e) not to create any database or any offering that seeks to or does replicate our data and/or our business and/or is in competition with our business;

(f) not to do (or suffer to be done) anything which may unfairly or unlawfully damage our reputation or the integrity or our licensors;

(g) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Data or attempt to do any such thing except to the extent as otherwise provide by law,

together the "**Restrictions**".

3.2 We have the right at any time to access your account and to monitor your use of the Platform and Data to ensure compliance with the terms of this EULA.

4. Use of the Platform itself

4.1 You shall only access the Platform using the appropriate key which will be supplied to you ("**Access Key**") and shall at all times keep the Access Key confidential and secure. This is your responsibility.

4.2 You shall:

(a) not modify, add to or enhance the Platform;

(b) not copy the Platform (or any part of it) except and only to the extent permitted by English law;

(c) not decompile, observe, study or test the functioning of the Platform except and to the extent that such restriction is prohibited under English law.

(d) not use the Platform:

(i) in connection with a criminal offence under the applicable national laws or regulations or against public order or applicable ethical standards and codes;

(ii) to send spam or to interfere with or degrade our services in any way;

(iii) in any way which causes or is intended to cause annoyance, inconvenience or needless anxiety;

(iv) for any unlawful purpose whatsoever, including fraud or terrorism;

(v) in any way which is abusive, harmful, threatening or defamatory or any other way that may cause offence;

(vi) in any way that could be harmful to Data City's (or its third party licensors) systems or data (including uploading any material that otherwise contains a virus or other malicious code);

(vii) in any way which breaches or could potentially breach a legal duty to a third party (including a duty of confidentiality) or which infringes or could potentially infringe a person's right to privacy;

(viii) in any way which promotes discrimination or is likely to incite hatred;

(ix) in any way which may infringe the Intellectual Property Rights of third parties or which promotes any unlawful act.

4.3 If you act in breach of this EULA, we reserve the right to take appropriate counter measures. If deemed necessary, in our full discretion, we may restrict your ability to use the Data in whole or in part, without prior notice. We may use our absolute discretion in interpreting whether or not you are in breach of this EULA.

5. Intellectual property rights

5.1 You acknowledge that all Intellectual Property Rights in the Data belong to us or our licensors, that rights in the Data are licensed (not sold) to you, and that you have no rights in, or to, the Data other than the right to use in accordance with the terms of this EULA.

5.2 All Intellectual Property Rights and other proprietary rights to the material used in, for or in connection with the Data, including without limitation applicable trade marks and software and all information (including text and pictures) provided, belong to us or our licensed third parties and are or may be protected by intellectual property right laws and international treaties.

6. Warranties

6.1 We have used reasonable skill in providing the Platform and the Data for the Customer. However, we make no representations or warranties of any kind that the use of the Platform and the Data will be uninterrupted or error-free. The Data is provided "as is" and may contain bugs and errors and the Platform may, occasionally be unavailable in whole or in part due to technical maintenance or interruptions in communications. We shall not be liable for any consequences of any such bugs/errors or technical disruptions on the Platform, including without limitation any resulting loss or distortion of any Data.

6.2 You acknowledge that the Data has been compiled using third party data sources and publicly available data sources of which we do not have control. You also acknowledge that the Data has not been extracted or developed to meet your or the Customer's individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Data meet your or the Customer's requirements.

6.3 To the maximum extent permitted by applicable law, we hereby disclaim all other warranties, terms and conditions, either implied or statutory in relation to the Platform and Data.

7. Limitation of liability

7.1 Nothing in this EULA shall limit or exclude our liability for; death or personal injury resulting from our negligence; fraud or fraudulent misrepresentation; and any other liability that cannot be excluded or limited by English law.

7.2 Subject always to clause 7.1, we shall not be liable to you for:

(a) loss of profits; loss of reputation; loss of goodwill; loss of business; loss or of corruption of data or any special, indirect or consequential losses, or damages; and

(b) our aggregate liability arising out of or in connection with this EULA shall not exceed £1 (one pound)

7.3 You agree to indemnify and keep indemnified us from and against any and all Losses which we may sustain or incur in connection with any misuse of the Data or breach you by of the terms of this EULA. For the purpose of this clause, "Losses" shall mean all incurred losses, liabilities, damages, costs, claims, demands, actions, proceedings, orders and expenses (including legal fees) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties.

8. Termination

8.1 We may, in our sole discretion, if we consider you are in breach of this EULA or otherwise, suspend or terminate the operation, access to and use of the Data at any time without prior notice to you and without the need to give you reasons for such a termination or suspension.

8.2 On termination for any reason all rights granted to you under this EULA shall cease and you must immediately cease all activities authorised by this EULA, including your use of the Data.

9. Communication between us

9.1 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail at finance@thedatacity.com. We will confirm receipt of this by contacting you in writing, normally by e-mail.

9.2 If we have to contact you or give you notice in writing, we will do so by e-mail to the address you provide to us in your registration for the Data.

10. Applicable law

This EULA is subject to the laws of England and Wales. Any disputes under this EULA shall be settled under the exclusive juris

Document Signing

"This Agreement has been entered into on the date stated at the top of the Quotation."

Authorised signatory on behalf of Cabinet Office

Sign _____

**REDACTED TEXT under FOIA Section 40,
Personal Information**

Date _____
Authorised signatory on behalf of Data City
Innovations Ltd

Sign _____
**REDACTED TEXT under FOIA Section
40, Personal Information**

Date _____