

# DATADAPTIVE

## Notice for the supply of added value open licensed data products

**Please read these terms and conditions carefully.**

### 1. Definitions

1.1 “You” or “Your” means the Client stated in Schedule A.

1.2 The “Supplier” means Datadaptive Limited.

1.3 The “Data Product” is the productised dataset or datasets described in Schedule A, including any accompanying documentation.

1.4 The “Underlying Data Products” are any third party datasets used to produce the Data Product or supplied in whole or part in or with the Data Product.

1.5 The “Added Value Data” is any attributes, indices, scoring or other data, other than the Underlying Data Products, that the Supplier has included in or used to produce the Data Product.

1.6 The “Fee” is the amount payable by You to the Supplier for supply of the Data Product as stated in Schedule A.

### 2. Data licensing

2.1 The Supplier has produced the Data Product by linking or combining Added Value Data with data copied or derived from one or more Underlying Data Products.

2.2 The Supplier will provide You with a list of all Underlying Data Products. To the best understanding of the Supplier all Underlying Data Products are subject to data licences that comply with the Open Definition<sup>1</sup> at the date of supply and re-use of the Underlying Data Products in the Data Product is compliant with the terms of those licences.

2.3 The Supplier is licensing the Data Product to you subject to the terms of the licence specified in Schedule A. To the best understanding of the Supplier this licence also complies with the Open Definition<sup>2</sup> at the date of supply.

### 3. Liability

3.1 Nothing in this notice will exclude or limit the liability of either party for death and personal injury caused by its negligence or for fraud.

3.2 Subject to Clause 3.1, the Supplier accepts no responsibility or liability to You or any person for any loss or damage of whatever nature arising from use of the Data Product.

3.3 You acknowledge and agree that the Data Product is supplied on an "as is" basis. The Supplier does not give any warranty, representation or guarantee to the accuracy, suitability, reliability, completeness, performance, satisfactory quality, or fitness for a particular purpose, in relation to the Data Product, the Added Value Data, or the Underlying Data Products.

3.4 Subject to Clause 3.1, neither party shall be liable to the other in contract, tort or otherwise for: (i) any special, indirect or consequential losses or damages; (ii) any direct or indirect loss of profit, loss of business, loss of contracts, loss of data, loss of revenues or loss of anticipated savings or for any increased costs or expenses; or (iii) any direct losses and/or damages which in aggregate exceed the Fee.

### Schedule A

Client:

Data Product:

File format:

Data licence:

Date of supply:

Fee:

Payment terms:

<sup>1</sup> <http://opendefinition.org/od/2.1/en/>

<sup>2</sup> <http://opendefinition.org/od/2.1/en/>