

DATADAPTIVE

Notice for the supply of open data work 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 "Work 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 Work Product or supplied in whole or part in or with the Work Product.

1.5 The "Fee" is the amount payable by You to the Supplier for supply of the Work Product as stated in Schedule A.

2. Data licensing

2.1 The Supplier has produced the Work Product by combining or deriving data from two or more Underlying Data Products. To the best understanding of the Supplier all Underlying Data Products are subject to data licences that comply with the Open Definition¹ at the date of supply.

2.2 The Supplier will provide You with a list of all Underlying Data Products. The Supplier is not licensing or sub-licensing any of the Underlying Data Products to You. You are responsible for ensuring that your use of the Work Product complies with any licences applicable to the Underlying Data Products.

2.3 This notice is not itself a data licence. The Supplier claims no copyright or database rights in the Work Product. If any such rights attach to the Supplier from production of the Work Product the Supplier waives those rights worldwide to the full extent allowed by law.

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 Work Product.

3.3 You acknowledge and agree that the Work 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 Work Product 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:

Work Product:

File format:

Date of supply:

Fee:

Payment terms:

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