



Causeway SaaS Terms and Conditions v1.5 (G-Cloud)

G-Cloud 15 - Prepared for Crown Commercial Services

Causeway SaaS Terms and Conditions

v1.5 (G-Cloud)

These Terms and Conditions are not intended to conflict with the terms and conditions of the G-Cloud Framework Agreement, and where any conflict may exist, the G-Cloud Framework Agreement will have precedence.

1 Definitions and Interpretations

1.1 The following expressions shall have the meanings set out below:

Aggregated Data means aggregated or deidentified data created through the incorporation, combination or aggregation of data derived from the Customer Data or Customer's use of the Services into Causeway's own data and/or third party data.

Agreement: these Terms and Conditions, associated Order Forms and the SLA.

Authorised Users: your employees, who are authorised by you to use the Services and the Documentation, as further described in clause 2.2(d).

Business Day: any day other than a Saturday or Sunday or public or bank holiday in England.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.

Customer Data: the data inputted by your Authorised Users, or Causeway on your behalf for the purpose of using the Services or facilitating your use of the Services.

Documentation: the document made available to you by Causeway from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the date shown on the Order Form.

Initial Term: the initial period of this Agreement as set out in an Order Form.

Intellectual Property Rights or IPR: throughout the world all copyrights, database rights, design rights, trade marks, trade names, domain names, service marks, trade secrets, know-how, patents and other intellectual property rights (whether registered or unregistered) and whether now known or existing in the future in any part of the world and including all applications for the same and all, registrations and renewals thereof.

Order Form: a written schedule of Services purchased by you and signed by both parties which is subject to these Terms and Conditions.

Services: the subscription services provided by Causeway to you under this Agreement as set out in the Order Form.

SLA: the Causeway service level agreement attached as Exhibit 1.

Software: the online software applications provided by Causeway as part of the Services.

Subscription Fees: the subscription fees payable by you to Causeway for the User Subscriptions as set out in the Order Form.

User Subscriptions: the user subscriptions purchased by you pursuant to clause 7.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this Agreement.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2 In the event of any conflict or inconsistency between the provisions of the Terms and Conditions and the provisions of an Order Form or SLA, the conflict shall be resolved in accordance with the following order of precedence: (i) Order Form; (ii) SLA; (iii) Terms and Conditions.

2. User subscriptions

2.1 Subject to you purchasing the User Subscriptions in accordance with clauses 2.6 and 7.1, the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, Causeway hereby grants to you a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation during the term of this Agreement.

2.2 In relation to the Authorised Users, you undertake that:

(a) the maximum number of Authorised Users that you authorise to access and use the Services and the Documentation shall not exceed the number of User Subscriptions you have purchased from time to time;

(b) you will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been

reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;

(c) each Authorised User shall keep a secure password for his use of the Services and Documentation and that each Authorised User shall keep his password confidential;

(d) you shall maintain a written, up to date list of current Authorised Users and provide such list to Causeway within 5 Business Days of Causeway's written request;

(e) you shall permit Causeway to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at Causeway's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with your normal conduct of business;

(f) if any of the audits referred to in clause 2.2(e) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Causeway's other rights, you shall promptly disable such passwords and Causeway shall not issue any new passwords to any such individual; and

(g) if any of the audits referred to in clause 2.2(e) reveal that you have underpaid Subscription Fees to Causeway, then without prejudice to Causeway's other rights, you shall pay to Causeway an amount equal to such underpayment as calculated in accordance with the prices set out in the Order Form within 10 Business Days of the date of the relevant audit.

2.3 You shall not access, store, distribute or transmit any Viruses, or any material during the course of your use of the Services that:

(a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b) facilitates illegal activity;

(c) depicts sexually explicit images;

(d) promotes unlawful violence;

(e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or in a manner that is otherwise illegal or causes damage or injury to any person or property; and Causeway reserves the right, without liability or prejudice to its other rights to you, to disable your access to any material that breaches the provisions of this clause.

2.4 You shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by Agreement between the parties:

(i) and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

(ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

(c) use the Services and/or Documentation to provide services to third parties; or

(d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to

any third party except the Authorised Users, or

(e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2.

2.5 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Causeway.

2.6 You may increase the number of User Subscriptions by executing with Causeway a new Order Form at any time and in each case an increase in the Subscription Fees shall apply.

3. Services

3.1 Causeway shall, during the term of this Agreement, provide the Services and make available the Documentation to you on and subject to the terms of this Agreement.

3.2 Causeway shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for planned maintenance and emergency maintenance as further described in the SLA and downtime arising from causes beyond the reasonable direct control of Causeway, such as the interruption or failure of telecommunications or digital transmission, hostile network attacks or a force majeure.

3.3 Causeway may at its sole discretion provide updates and enhancements to the Services from time to time. Updates and enhancements may include functional amendments, changes to user interfaces, changes to data import and export mechanisms, and changes to application programme interfaces provided that these updates and amendments shall not materially

diminish the functionality or features of the Services.

3.4 Planned maintenance and emergency maintenance shall be excluded from any availability calculation.

3.5 Causeway will, as part of the Services and at no additional cost to you, provide you with Causeway's standard customer support services.

4. Customer Data

4.1 You shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

4.2 By submitting Customer Data to Causeway as part of its use of the Service, you grant to Causeway a royalty free, non-exclusive, non-transferable, licence to adapt, modify, use, the Customer Data in order to provide the Services to Buyer. Where the Services include the creation or provision of Customer Data that by its nature is intended to be publicly disseminated or accessible (either by itself or as part of an aggregation) then you request, as

part of the Services, that Causeway disseminates, makes available and/or creates that Customer Data and Aggregated Data (as applicable).

4.3 Without prejudice to any Customer Data (which shall continue to be owned by Customer, as set out in 4.2 above) any Aggregated Data shall belong to and be vested in Causeway absolutely and Causeway shall have the right to provide and/or distribute the Aggregated Data to third parties independently of any agreement, including (without limitation) the right to: (i) use the publish roadworks, traffic management interventions and related information to interested parties and the

general public; and (ii) disseminate roadworks and related information via third party channels for professional and non-professional use.

4.4 The Customer consents to the sharing of the Customer Data and with the third parties if specified in the Services Addendum or Order Form.

4.5 Causeway shall follow its backup procedures for Customer Data as set out in the SLA and Order Form. In the event of any loss or damage to Customer Data, your sole and exclusive remedy shall be for Causeway to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Causeway in accordance with the backup policy described in the SLA. Causeway shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Causeway to perform services related to Customer Data maintenance and back-up).

4.6 Causeway will only use information you provide to us for the purposes of: (i) providing the Services; (ii) offering additional services to you; or (iii) generating anonymous statistical data for general commercial use by Causeway; or (iv) any other purpose agreed in writing between you and Causeway.

5. Causeway's Obligations

5.1 Causeway warrants that the Services will be performed with reasonable skill and care.

5.2 The warranty at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Causeway's instructions, or modification or alteration of the Services by any party other than Causeway. If the Services do not conform with the foregoing warranty, Causeway will, at its expense, use all reasonable commercial endeavours to

correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the warranty set out in clause 5.1. Notwithstanding the foregoing and save as set out in the SLA. Causeway:

(a) does not warrant that your use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by you through the Services will meet your requirements; and

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.3 Causeway warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

5.4 Causeway will use all reasonable endeavours to meet any estimated delivery dates and other dates given to you but such dates are estimates only and time shall not be of the essence in relation to such obligations.

6. Your Obligations

6.1 You shall provide Causeway with:

(a) all necessary co-operation in relation to this Agreement; and

(b) all necessary access to such information as may be required by Causeway;

in order to provide the Services, including but not limited to Customer Data and configuration services.

6.2 You shall:

(a) comply with all applicable laws and regulations with respect to your activities under this Agreement;

(b) carry out all your other responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in your provision of such assistance as agreed by the parties, Causeway may adjust any agreed timetable or delivery schedule as reasonably necessary;

(c) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;

(d) obtain and shall maintain all necessary licences, consents, and permissions necessary for Causeway, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

(e) ensure that your network and systems comply with the relevant specifications provided by Causeway from time to time; and

(f) be solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to Causeway's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

7. Charges and Payment

7.1 You shall pay the Subscription Fees and any other fees to Causeway for the User

Subscriptions and services in accordance with this clause 7 and the Order Form.

7.2 Unless otherwise agreed on an Order Form you shall pay to Causeway:

(a) the first year's Subscription Fee on or before the Effective Date; and

(b) all other annual Subscription Fees on or before each anniversary of the Effective Date.

7.3 Causeway shall also be entitled to increase the Subscription Fees as from each anniversary of the Effective Date by an amount up to cumulative RPI plus 5%.

7.4 If Causeway has not received payment within 7 days after the due date, and without prejudice to any other rights and remedies of Causeway:

(a) Causeway may, without liability to you, disable your password, account and access to all or part of the Services and Causeway shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b) interest shall accrue on such due amounts at an annual rate equal to 2% over the then current base lending rate of Barclays Bank plc at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.

7.5 Consultancy, project management and training services are payable in advance of their provision, and charges are based upon an 8 hour working day (inclusive of a lunch break) plus 1 hour's travel time each way. Causeway will charge by the hour for any additional work or travel time based upon a pro rata of the day rate set out in the Order Form. Consultancy, project management and training days booked by you can be rescheduled by you by giving Causeway at least 10 Business Days' notice. Otherwise they will be charged for in full. Any days that are ordered by you are for use within twelve

months of the order date and any days unconsumed after this period or subsequently cancelled by you will be charged for in full and will not be subject to refund. Causeway reserve the right to cancel any training days/sessions without any liability to you by giving you not less than 10 Business Days' notice.

7.6 Other than activities expressly costed within any prices given for other services and set out as such within an Order Form, you will pay the cost of travelling time and expenses of Causeway personnel and/or any of its subcontractors. These charges are based on Causeway's rates prevailing at the time. The mileage rate shall be the AA rate(s) applied by Causeway, and the mileage charged to you will be based upon the actual journey taken. Flights, rail fares and overnight accommodation will be re-charged net. Where possible, you will book and pay for such expenses directly.

7.7 All charges and fees are given exclusive of VAT which shall be added and paid by you at the rate and in the manner for the time being prescribed by law. You shall make all payments due under the Agreement in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

8. Intellectual Property Rights

8.1 You acknowledge that all IPR in the Services, Software and Documentation belong and shall belong to Causeway and its licensors, and you shall have no rights in or to the Services, Software or Documentation other than the right to use or receive them in accordance with the terms of this Agreement.

8.2 Causeway shall at its own expense defend you or, at its option, settle any claim or action brought against you alleging that your use of the Services or Documentation in accordance with the terms of this Agreement infringes the UK IPR of a third party

("Infringement Claim") and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against you as a result of or in connection with any such Infringement Claim. For the avoidance of doubt, this clause 8.2 shall not apply where the Infringement Claim in question is attributable to:

(a) use of the Services, Software or Documentation (or any part thereof) by you other than in accordance with the terms of this Agreement;

(b) modification of the Services, Software or Documentation not approved in writing by Causeway;

(c) compliance with your specifications or instructions.

8.3 Clause 8.2 is conditional on:

(a) you notifying Causeway in writing, as soon as reasonably practicable, of any Infringement Claim;

(b) you not making any admission as to liability or compromise or agreeing to any settlement of any Infringement Claim without the prior written consent of Causeway; and

(c) Causeway having, at its own expense, the conduct of or the right to settle all negotiations and litigation arising from any Infringement Claim and you giving Causeway all reasonable assistance in connection with those negotiations and such litigation at Causeway's request and expense.

8.4 In the defence or settlement of any claim, Causeway may procure the right for you to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 Business Days' notice to you without any additional liability or obligation to pay liquidated damages or other additional costs to you.

8.5 The foregoing state your sole and exclusive rights and remedies, and Causeway's (including Causeway's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any IPR.

8.6 You shall indemnify Causeway against all claims, liabilities and expenses suffered or incurred by Causeway arising out of or in connection with your use of the Services, Software or Documentation.

9. Limitation of Liability

9.1 Nothing in this Agreement shall exclude or limit Causeway's liability for:

(a) death or personal injury arising from its negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any other liability that cannot be limited or excluded by law.

9.2 Except as expressly and specifically provided in this Agreement:

(a) You assume sole responsibility for results obtained from the use of the Services and the Documentation by you, and for conclusions drawn from such use. Causeway shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Causeway by you in connection with the Services, or any actions taken by Causeway at your direction;

(b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and

(c) the Services and the Documentation are provided to you on an "as is" basis.

9.3 Subject to clauses 9.1 and 9.2, Causeway shall not be liable under any statute or in contract, tort or otherwise for:

(a) loss of profits, business revenue, business opportunity, contracts, goodwill and/or anticipated savings and/or similar losses or loss or corruption of data or information;

(b) indirect or consequential loss or damage (including, for the avoidance of doubt, where such loss or damage is of the type specified in clause 9.3(a)),

which arises out of or in connection with this Agreement.

9.4 Subject to clauses 9.1, 9.2 and 9.3, Causeway's total aggregate liability to you under or in connection with this Agreement (whether such liability arises under any statute or in contract, tort or otherwise) shall be limited to 125% of the previous 12 months Subscription Fees.

10. Term and Termination

10.1 This Agreement shall, unless otherwise terminated in accordance with clause 10, come into force on the Effective Date and shall continue for the Initial Term and thereafter this Agreement shall be automatically renewed for successive periods of 12 months (each a "Renewal Term") unless:

(a) either party notifies the other party of termination, in writing, at least 3 months prior to the expiry of the Initial Term or any Renewal Term, in which case this Agreement will terminate on the expiry of the Initial Term or Renewal Term during which the notice expires; or

(b) otherwise terminated in accordance with the terms of this Agreement.

10.2 Either party may terminate this Agreement at any time on written notice to the other if the other party:

(a) is in material or persistent breach of any of the terms of this Agreement and either that breach is incapable of remedy, or the other party fails to remedy that breach within 30 days after receiving written notice requiring it to remedy that breach; or

(b) is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

10.3 Causeway may terminate this Agreement at any time on written notice to you if you:

(a) fail to pay any undisputed sum due to Causeway under this Agreement and such sum remains unpaid thirty (30) days after its due date;

(b) shall do or allow to be done any act or omission which may reasonably be considered by Causeway to jeopardise any right of Causeway and/or its licensors in the Software or any part thereof.

10.4 Termination by either party in accordance with the rights contained in clause 10 shall be without prejudice to any other rights or remedies of that party accrued prior to termination.

10.5 Upon any termination of this Agreement:

(a) all rights and licences granted to you by Causeway under this Agreement shall immediately cease;

(b) Causeway may destroy or otherwise dispose of any of the Customer Data in its possession unless Causeway receives, no later than 10 days after the effective date of the termination of this Agreement, a written request for the delivery to You of the then most recent back-up of the Customer Data. Causeway shall use reasonable commercial endeavours to deliver the back-up to You within 30 days of its receipt of such a written request, provided that the you have, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You shall pay all reasonable expenses incurred by Causeway in returning of Customer Data; and

(c) You shall immediately pay to Causeway: (i) any sums due to Causeway under this Agreement; (ii) as agreed damages, each Subscription Fee which would have fallen due during the remainder of the Initial Term (had the Agreement not been terminated) and any other charges due up to the date of termination; and (iii) all reasonable expenses and costs incurred by Causeway or its assignee in enforcing its rights in recovering any monies it is correctly owed by you.

11. Confidentiality

11.1 Each party shall, during the term of this Agreement and thereafter, keep confidential and shall not use for its own purposes nor without the prior written consent of the other party disclose to any third party, any information of a confidential nature (including, without limitation, trade secrets, IPR and information of commercial value and the terms of this Agreement) which may become known to such party from the other party and which relates to the other party, unless such information is public knowledge

or already known at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Agreement, or subsequently comes lawfully into the possession of such party from a third party.

11.2 You agree that Causeway can publicise you as a customer within Causeway's web sites, customer presentations and sales collateral.

12. General

12.1 Assignment: You may not assign, sub-license, sub-contract, mortgage or otherwise transfer any of your rights or obligations under this Agreement without the prior written consent of Causeway.

12.2 Force Majeure: No party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its control.

12.3 Waiver: No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

12.4 Entire Agreement: This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all previous between the parties agreements relating to the subject matter hereof. Each party represents and agrees that in entering into this Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause shall exclude or limit any liability for fraud.

12.5 Third Party Rights: A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

12.6 Notices: Any notice of termination, breach or other notice of a legal nature required to be given to either party under this Agreement shall be given by first class recorded delivery post, or by hand confirmed by signed receipt, to the appropriate address of the party concerned set out in this Agreement or as notified by them from time to time and any such notice shall be deemed to be delivered on the date such delivery is recorded. Any other notice required to be given under this Agreement shall be sufficiently given if sent by first class post and any such notice shall be deemed to be delivered within two days of such posting.

12.8 Severance: If any term, part or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable as being contrary to applicable law or public policy, such provision shall to the extent reasonably possible be construed in a manner so as to be enforceable and the remaining provisions hereof shall remain in full force and effect and in no way be affected, impaired or invalidated.

12.9 Amendments: Any amendment, waiver or variation of this Agreement shall not be binding on the parties unless set out in writing and signed by or on behalf of each of the parties.

12.10 Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of England and Wales and both parties submit to the exclusive jurisdiction of the English courts.

For further information please contact

www: <https://www.causeway.com/>

email: salesukgov@causeway.com

phone: 01628 552000



Causeway OneNetwork Service Addenda

G-Cloud 15 - Prepared for Crown Commercial Services

CausewayOne Network Service Addenda

Content Management Services Addendum

1. Agreement

- 1.1 This Service Addendum provides for the licensing of the Service known as CausewayOne Network Content Management, previously known as CausewayOne Network Communications App, described in the Service Specification at the URL address <http://www.elgintech.com/url-terms/cm-app-specification> (which service description is by this reference hereby incorporated into and forms part of the Agreement).
- 1.2 Capitalised terms used but not defined in this Service Addendum shall have the meaning ascribed to them in the Master Agreement.

2. Customer Data

- 2.1 By submitting Customer Data to Causeway Technologies Limited ("Causeway") as part of its use of the Service, the Customer grants to Causeway a sub-licensable, non-transferable, non-exclusive, perpetual, irrevocable, royalty-free licence to host, store, reproduce, adapt, modify, use, translate, extract data from, perform, display and distribute such Customer Data in order, without limitation, to: a) provide the Services to Customer under the Agreement, b) publish roadworks, traffic management interventions and related information to interested parties and the general public, and c) disseminate roadworks and related information via third party channels for professional and non-professional use. This provision is without prejudice to clause 13 of the Master Agreement.

3. Customer Restrictions

- 3.1 Unless Causeway specifically agrees in advance and in writing, the Customer shall not:
- (a) hide or mask from Causeway the Customer Implementation, including by failing to correctly implement any application programme interface keys provided by Causeway to the Customer to identify the Customer Implementation;
 - (b) use, distribute, or sell any Content outside of the Customer Implementation or incorporate or embed the Service into any of the Customer's products or services that it sells to, or for which it charges, third parties;
 - (c) attempt to reverse engineer the Service or any component or attempt to create a substitute or similar service through use of or access to the Service;
 - (d) incorporate the Content as a core part of printed matter that is redistributed for a fee;
 - (e) use the Service in a manner that gives access to mass downloads or bulk feeds of any Content;
 - (f) use the Service outside the United Kingdom.

4. Reasonable Use

- 4.1 The Customer's use of the Service is subject to the following Usage Limit: 10,000 User Sessions per annum.
- 4.2 If the number of the Customer's User Sessions exceeds eighty per cent (80%) of the Usage Limit during any 12 month period Causeway shall notify the Customer in writing

(which may be via email) so that the Customer has a warning that it is close to exceeding the Usage Limit.

- 4.3 If the number of the Customer's User Sessions exceeds the Usage Limit during any 12 month period then the Overage Charges set out at the URL address <http://www.elgintech.com/url-terms/elgin-price-list> (subject to section 4.3) shall apply and shall become due and payable.
- 4.4 Overage Charges may be subject to change in future years. Changes to Overage Charges shall be communicated to the Customer by Causeway in writing (which may be via email) giving not less than six (6) months' notice of such changes taking effect.

5. Definitions

"Service" means the CausewayOne Network Service known as CausewayOne Network Content Management, and previously known as roadworks.pro Communications App, including any bespoke service extensions set out in the applicable Order Form and the associated technical support services provided to the Customer as described in the Service Level Agreement.

"User Session" means a Customer End User's session of activity using Content Management. A new User Session is generated when either the user logs in to Content Management or the user's web browser performs a refresh.

Data Services Addendum

1. Agreement Integration

- 1.1 This Service Addendum provides for the licensing of the Services known collectively as CausewayOne Network Data Services, described in the Service Specifications at the URL address <https://www.elgintech.com/url-terms/roadworks-data-services> and <https://www.elgintech.com/url-terms/rr-app-specification> (which service descriptions are by this reference hereby incorporated into and form part of the Agreement).
- 1.2 Capitalised terms used but not defined in this Service Addendum shall have the meaning ascribed to them in the Master Agreement.

2. Data Reuse Licence

- 2.1 Subject to clauses 3 and 0 of this Service Addendum and to any User Restrictions set out in the applicable Order Form Causeway Technologies Limited (“Causeway”) grants to the Customer a non-exclusive, non-transferable, revocable licence to use the Service and Content within the Customer Implementation subject to and in accordance with the terms of the Agreement.

3. Customer Restrictions

- 3.1 Except as expressly provided in this Agreement, the Customer shall not and shall not permit any third party to:
 - 3.1.1 cache the Content except as required to support the use of the Content by the Customer for the Purpose and within the functionality of the Customer Implementation;
 - 3.1.2 use or apply any Content outside of the Customer Implementation or incorporate or embed the Service into any of the Customer’s products or services that it sells or supplies to, or for which it charges, third parties;
 - 3.1.3 put into the public domain reports or other outputs containing data metrics which identify individual highway authorities or utility companies;
 - 3.1.4 produce a product or service substantially similar to the [https://CausewayOne Network/](https://CausewayOneNetwork/) website through use of or access to the Service;
 - 3.1.5 use the Service in a manner that gives access to mass downloads or bulk feeds of any Content; or
 - 3.1.6 remove any acknowledgement or disclaimer in the Content.

4. Customer Obligations

- 4.1 The Customer shall:
 - 4.1.1 comply with the User Restrictions set out in the Order Form
 - 4.1.2 combine all organisational usage under the Agreement, using multiple Order Forms to distinguish different developers, departments, apps or other services, as appropriate. If employees of the Customer or the Customer’s other authorised users enter into additional agreements for CausewayOne Network Data Services in good faith the Customer shall alert Causeway as soon as it becomes aware of the duplication of access and submit a new consolidated Order Form under this Agreement. Causeway reserves the right to terminate the Agreement when it becomes aware of such duplication;
 - 4.1.3 display “Source: CausewayOne Network <https://one.network/?data-information>” within your service (for example, on an “about” screen) so that it is clear that the Content is derived from the CausewayOne Network Services.

5. Data and Intellectual Property Rights

- 5.1 The Content is sourced from open data published by government agencies and partners or is created directly within CausewayOne Network services. As such the Content is

supplied to the Customer under the terms set out in clause 0 of this Service Addendum. Causeway shall indemnify the Customer against third party claims relating to Intellectual Property Rights in the Content as set out in clause 11.1 of the Master Agreement.

- 5.2 The Customer acknowledges that all Intellectual Property Rights in and to the Content throughout the world belong to Causeway or its licensors.
- 5.3 Any intellectual property rights created in Derived Content where the Customer processes the Content to support the functionality and Purpose of the Customer Implementation shall belong to the Customer.

6. Termination

- 6.1 On the expiry of the Licence Term or termination of the Agreement the provision of the Services and all rights to access, receive and use the Services shall cease.
- 6.2 Within 3 days of the expiry of the Licence Term or termination of the Agreement all use of the Content and Derived Content shall cease, all cached Content and Derived Content shall be removed from the Customer Implementation and any copies, backups or archives of cached Content and Derived Content shall be destroyed.

7. Definitions

“Service” means the CausewayOne Network Service known as CausewayOne Network Data Services including any bespoke service extensions set out in the applicable Order Form and the associated technical support services provided to the Customer as described in the Service Level Agreement.

Essentials Addendum

1. Agreement

- 1.1 This Service Addendum provides for the licensing of the Service known as CausewayOne Network Essentials described in the relevant Service Specification (which service description is by this reference hereby incorporated into and forms part of the Agreement).
- 1.2 Capitalised terms used but not defined in this Service Addendum shall have the meaning ascribed to them in the Master Agreement.

2. Customer Data

- 2.1 By submitting Customer Data to Causeway Technologies Limited ("Causeway") as part of its use of the Service, the Customer grants to Causeway a sub-licensable, non-transferable, non-exclusive, perpetual, irrevocable, royalty-free licence to host, store, reproduce, adapt, modify, use, translate, extract data from, perform, display and distribute such Customer Data in order, without limitation, to: a) provide the Services to Customer under the Agreement, b) publish roadworks, traffic management interventions and related information to interested parties and the general public, and c) disseminate roadworks and related information via third party channels for professional and non-professional use. This provision is without prejudice to clause 12 of the Master Agreement.

3. Customer Restrictions

- 3.1 Unless Causeway specifically agrees in advance and in writing, the Customer shall not:
 - (a) hide or mask from Causeway the Customer Implementation, including by failing to correctly implement any application programme interface keys;
 - (b) use, distribute, or sell any Content outside of the Customer Implementation or incorporate or embed the Service into any of the Customer's products or services that it sells to, or for which it charges, third parties;
 - (c) attempt to reverse engineer the Service or any component or attempt to create a substitute or similar service through use of or access to the Service;
 - (d) incorporate the Content as a core part of printed matter that is redistributed for a fee;
 - (e) use the Service in a manner that gives access to mass downloads or bulk feeds of any Content;
 - (f) use the Service outside the United Kingdom.

4. Embedding the CausewayOne Network Map

- 4.1 The CausewayOne Network Essentials service includes the facility to embed the CausewayOne Network Map within Customer web pages. Guidance on this facility is available on request.

5. Live Link Add-On

- 5.1 The following terms apply to the Customer's use of CausewayOne Network Live Link, where applicable:
- 5.2 The Customer shall ensure that End Users receive training in the use of Live Link.
- 5.3 The Customer shall ensure that End Users accurately update the status of road closure information within a maximum of 2 minutes of any change on the highway where such road closures are actively managed using Live Link.
- 5.4 The Customer shall not be liable to Causeway nor any third party for any incidental, consequential, special, indirect or exemplary damages arising out of the Customer's use of Live Link Content.

5.5 Neither Causeway nor any third party shall be liable to the Customer for any incidental, consequential, special, indirect or exemplary damages arising out of the use of Live Link Content.

6. Definitions

“Live link Content” means data concerning road closures and other traffic management interventions that is generated through the use of Live Link Add-On. Live Link Content may be shared with third parties via CausewayOne Network data feed services for various purposes include satellite navigation services.

“Service” means the CausewayOne Network Service known as CausewayOne Network Essentials including any bespoke service extensions set out in the applicable Order Form and the associated technical support services provided to the Customer as described in the Service Level Agreement.

Events Addendum

1. Agreement

- 1.1 This Service Addendum provides for the licensing of the Service known as CausewayOne Network Traffic Management Module Events Add-On described in the Service Specification at the URL address <http://www.elgintech.com/url-terms/events-specification> (which service description is by this reference hereby incorporated into and forms part of the Agreement).
- 1.2 Capitalised terms used but not defined in this Service Addendum shall have the meaning ascribed to them in the Master Agreement.

2. Customer Data

- 2.1 By submitting Customer Data to Causeway Technologies Limited ("Causeway") as part of its use of the Service, the Customer grants to Causeway a sub-licensable, non-transferable, non-exclusive, perpetual, irrevocable, royalty-free licence to host, store, reproduce, adapt, modify, use, translate, extract data from, perform, display and distribute such Customer Data in order, without limitation, to: a) provide the Services to Customer under the Agreement, b) publish roadworks, traffic management interventions and related information to interested parties and the general public, and c) disseminate roadworks and related information via third party channels for professional and non-professional use. This provision is without prejudice to clause 13 of the Master Agreement.

3. Customer Restrictions

- 3.1 Unless Causeway specifically agrees in advance and in writing, the Customer shall not:
- (a) hide or mask from Causeway the Customer Implementation, including by failing to correctly implement any application programme interface keys provided by Causeway to the Customer to identify the Customer Implementation;
 - (b) use, distribute, or sell any Content outside of the Customer Implementation or incorporate or embed the Service into any of the Customer's products or services that it sells to, or for which it charges, third parties;
 - (c) attempt to reverse engineer the Service or any component or attempt to create a substitute or similar service through use of or access to the Service;
 - (d) incorporate the Content as a core part of printed matter that is redistributed for a fee;
 - (e) use the Service in a manner that gives access to mass downloads or bulk feeds of any Content;
 - (f) use the Service outside the United Kingdom.

4. Reasonable Use

- 4.1 The Customer's use of the Service is subject to the terms set out in the CausewayOne Network Traffic Management Module Service Addendum.

5. Definitions

"Service" means the CausewayOne Network Service known as CausewayOne Network Traffic Management Module Events Add-On including any bespoke service extensions set out in the applicable Order Form and the associated technical support services provided to the Customer as described in the Service Level Agreement.

Map Addendum

1. Agreement

- 1.1 This Service Addendum provides for the licensing of the Service known as CausewayOne Network Map described in the Service Specification at the URL address <http://www.elgintech.com/url-terms/roadworksorg-Map-specification> (which service description is by this reference hereby incorporated into and forms part of the Agreement).
- 1.2 Capitalised terms used but not defined in this Service Addendum shall have the meaning ascribed to them in the Master Agreement.

2. Customer Data

- 2.1 By submitting Customer Data to Causeway Technologies Limited ("Causeway") as part of its use of the Service, the Customer grants to Causeway a sub-licensable, non-transferable, non-exclusive, perpetual, irrevocable, royalty-free licence to host, store, reproduce, adapt, modify, use, translate, extract data from, perform, display and distribute such Customer Data in order, without limitation, to: a) provide the Services to Customer under the Agreement, b) publish roadworks, traffic management interventions and related information to interested parties and the general public, and c) disseminate roadworks and related information via third party channels for professional and non-professional use. This provision is without prejudice to clause 12 of the Master Agreement.

3. Customer Restrictions

- 3.1 Unless Causeway specifically agrees in advance and in writing, the Customer shall not:
 - (a) hide or mask from Causeway the Customer Implementation, including by failing to correctly implement any application programme interface keys provided by Causeway to the Customer to identify the Customer Implementation;
 - (b) use, distribute, or sell any Content outside of the Customer Implementation or incorporate or embed the Service into any of the Customer's products or services that it sells to, or for which it charges, third parties;
 - (c) attempt to reverse engineer the Service or any component or attempt to create a substitute or similar service through use of or access to the Service;
 - (d) incorporate the Content as a core part of printed matter that is redistributed for a fee;
 - (e) use the Service in a manner that gives access to mass downloads or bulk feeds of any Content;
 - (f) use the Service outside the United Kingdom.

4. Embedding CausewayOne Network Map

- 4.1 The CausewayOne Network Map service includes the facility to embed the CausewayOne Network map within Customer web pages. Guidance on this facility is available on request.
- 4.2 Where the Customer provides their own Google Maps API key no additional charges apply.
- 4.3 Where the Google Maps API key is provided by Causeway separate charges apply as specified in the Order Form.

5. Definitions

"Service" means the CausewayOne Network Service known as CausewayOne Network Map including any bespoke service extensions set out in the applicable Order Form and the associated technical support services provided to the Customer as described in the Service Level Agreement.

Network Monitor Addendum

1. Agreement

- 1.1 This Service Addendum provides for the licensing of the Service known as CausewayOne Network Network Monitor described in the Service Specification at the URL address <http://www.elgintech.com/url-terms/rt-map-specification> (which service description is by this reference hereby incorporated into and forms part of the Agreement).
- 1.2 Capitalised terms used but not defined in this Service Addendum shall have the meaning ascribed to them in the Master Agreement.

2. Customer Restrictions

- 2.1 Unless Causeway Technologies Limited ("Causeway") specifically agrees in advance and in writing, the Customer shall not:
 - (a) hide or mask from Causeway the Customer Implementation, including by failing to correctly implement any application programme interface keys provided by Causeway to the Customer to identify the Customer Implementation;
 - (b) use, distribute, or sell any Content outside of the Customer Implementation or incorporate or embed the Service into any of the Customer's products or services that it sells to, or for which it charges, third parties;
 - (c) attempt to reverse engineer the Service or any component or attempt to create a substitute or similar service through use of or access to the Service;
 - (d) incorporate the Content as a core part of printed matter that is redistributed for a fee;
 - (e) use the Service in a manner that gives access to mass downloads or bulk feeds of any Content;
 - (f) use the Service outside the United Kingdom.

3. Reasonable Use

- 3.1 The Customer's use of the Service is subject to the following Usage Limit: 10,000 User Sessions per annum.
- 3.2 If the number of the Customer's User Sessions exceeds eighty per cent (80%) of the Usage Limit during any 12 month period Causeway shall notify the Customer in writing (which may be via email) so that the Customer has a warning that it is close to exceeding the Usage Limit.
- 3.3 If the number of the Customer's User Sessions exceeds the Usage Limit during any 12 month period then the Overage Charges set out at the URL address <http://www.elgin.org.uk/url-terms/elgin-price-list> (subject to section 4.3) shall apply and shall become due and payable.
- 3.4 Overage Charges may be subject to change in future years. Changes to Overage Charges shall be communicated to the Customer by Causeway in writing (which may be via email) giving not less than six (6) months' notice of such changes taking effect.

4. TomTom Content

- 4.1 The Service incorporates Content from TomTom Global Content B.V. ("TomTom").
- 4.2 The covenants and obligations undertaken by the Customer herein are intended for the direct benefit of TomTom and may be enforced by TomTom directly against the Customer.
- 4.3 Neither TomTom nor its suppliers shall be liable to the Customer for any incidental, consequential, special, indirect or exemplary damages arising out of this Agreement, including lost profits or costs of cover, loss of use or business interruption or the like, regardless of whether the Customer was advised of the possibility of such damages.
- 4.4 Notwithstanding anything to the contrary contained herein, TomTom or its suppliers shall have no monetary liability to the Customer for any cause (regardless of the form of action) under or relating to this Agreement.

- 4.5 The TomTom Content is provided on an “as is” and “with all faults basis” and TomTom and its suppliers expressly disclaim all warranties, express or implied, including but not limited to, the implied warranties of non-infringement, merchantability, satisfactory quality, accuracy, title and fitness for a particular purpose. No oral or written advice or information provided by TomTom or any of its agents, employees or third party providers shall create a warranty, and the Customer is not entitled to rely on any such advice or information. This disclaimer of warranties is an essential condition of the Agreement.
- 4.6 The Customer agrees to protect the TomTom Content from public disclosure and to consider the TomTom Content exempt from the Freedom of Information Act 2000.
- 4.7 The Customer shall not use the Service to provide competitive information about TomTom or its products to third parties.
- 4.8 Causeway shall be entitled to vary the provisions of this Clause 5 upon providing notice to the Customer if required to do so by TomTom. Upon receipt of such notice, the Customer shall require End Users to accept such modified terms.

5. Definitions

“Service” means the CausewayOne Network Service known as CausewayOne Network Network Monitor including any bespoke service extensions set out in the applicable Order Form and the associated technical support services provided to the Customer as described in the Service Level Agreement.

“TomTom Content” means Content derived from Content originating from TomTom Global Content B.V.

“User Session” means a Customer End User’s session of activity using Network Monitor. A new User Session is generated when either the user logs in to Network Monitor or the user’s web browser performs a refresh.

Plan Share Addendum

1. Agreement

- 1.1 This Service Addendum provides for the licensing of the Service known as CausewayOne Network Traffic Management Module Plan Share Add-on, described in the Service Specification at <https://www.elgintech.com/url-terms/plan-share-specification> (which service description is hereby incorporated into and form part of the Agreement).
- 1.2 Capitalised terms used but not defined in this Service Addendum shall have the meaning ascribed to them in the Master Agreement.

2. Customer Data

- 2.1 By submitting Customer Data to Causeway Technologies Limited ("Causeway") as part of its use of the Service, the Customer grants to Causeway a sub-licensable, non-transferable, non-exclusive, perpetual, irrevocable, royalty-free licence to host, store, reproduce, adapt, modify, use, translate, extract data from, perform, display and distribute such Customer Data in order, without limitation, to: a) provide the Services to Customer under the Agreement, b) publish roadworks, traffic management interventions and related information to interested parties and the general public, and c) disseminate roadworks and related information via third party channels for professional and non-professional use. This provision is without prejudice to clause 13 of the Master Agreement.

3. Customer Restrictions

- 3.1 Unless Causeway specifically agrees in advance and in writing, the Customer shall not:
- (a) hide or mask from Causeway the Customer Implementation, including by failing to correctly implement any application programme interface keys provided by Causeway to the Customer to identify the Customer Implementation;
 - (b) use, distribute, or sell any Content outside of the Customer Implementation or incorporate or embed the Service into any of the Customer's products or services that it sells to, or for which it charges, third parties;
 - (c) attempt to reverse engineer the Service or any component or attempt to create a substitute or similar service through use of or access to the Service;
 - (d) incorporate the Content as a core part of printed matter that is redistributed for a fee;
 - (e) use the Service in a manner that gives access to mass downloads or bulk feeds of any Content;
 - (f) use the Service outside the United Kingdom.

4. Reasonable Use

- 4.1 The Customer's use of the Service is subject to the terms set out in the CausewayOne Network Traffic Management Module Service Addendum.

5. Warranties

- 5.1 The Service facilitates the communication of traffic management plans to, and the approval of such plans by, Highway Authorities. Causeway is not liable for the actions of the Customer or Highway Authority in communicating, accepting or rejecting traffic management plans.

6. Definitions

"Service" means the CausewayOne Network Service known as CausewayOne Network Traffic Management Module Plan Share Add-On including any bespoke service extensions set out in the applicable Order Form and the associated technical support services provided to the Customer as described in the Service Level Agreement.

Reports Addendum

1. Agreement

- 1.1 This Service Addendum provides for the licensing of the Service known as CausewayOne Network Reports Module described in the Service Specification at the URL address <https://www.elgintech.com/url-terms/rr-app-specification> (which service description is by this reference hereby incorporated into and forms part of the Agreement).
- 1.2 Capitalised terms used but not defined in this Service Addendum shall have the meaning ascribed to them in the Master Agreement.

2. Customer Restrictions

- 2.1 Unless Causeway Technologies Limited ("Causeway") specifically agrees in advance and in writing, the Customer shall not:
- (a) hide or mask from Causeway the Customer Implementation, including by failing to correctly implement any application programme interface keys provided by Causeway to the Customer to identify the Customer Implementation;
 - (b) use, distribute, or sell any Content outside of the Customer Implementation or incorporate or embed the Service or Content into any of the Customer's products or services that it sells to, or for which it charges, third parties;
 - (c) attempt to reverse engineer the Service or any component or attempt to create a substitute or similar service through use of or access to the Service;
 - (d) incorporate the Content as a core part of printed matter that is redistributed for a fee;
 - (e) use the Service outside the United Kingdom.

3. Effect of Termination

- 3.1 On the expiry or termination of the Agreement the provision of the Services and all rights to access, receive and use the Services shall cease.
- 3.2 On the expiry or termination of the Agreement the Customer must cease to use the Services and Content and destroy or return to Causeway all copies of the Content.

4. Definitions

"Service" means the CausewayOne Network Service known as CausewayOne Network Reports Module including any bespoke service extensions set out in the applicable Order Form and the associated technical support services provided to the Customer as described in the Service Level Agreement.

Route Manager Addendum

1. Agreement

- 1.1 This Service Addendum provides for the licensing of the Service known as CausewayOne Network Route Manager, described in the Service Specification at the URL address <https://www.elgintech.com/url-terms/route-manager-specification> (which service description is by this reference hereby incorporated into and form part of the Agreement).
- 1.2 Capitalised terms used but not defined in this Service Addendum shall have the meaning ascribed to them in the Master Agreement.

2. Customer Data

- 2.1 By submitting Customer Data to Causeway Technologies Limited (“Causeway”) as part of its use of the Service, the Customer grants to Causeway a sub-licensable, non-transferable, non-exclusive, perpetual, irrevocable, royalty-free licence to host, store, reproduce, adapt, modify, use, translate, extract data from, perform, display and distribute such Customer Data in order, without limitation, to: a) provide the Services to Customer under the Agreement, b) publish roadworks, traffic management interventions and related information to interested parties and the general public, and c) disseminate roadworks and related information via third party channels for professional and non-professional use. This provision is without prejudice to clause 13 of the Master Agreement.

3. Customer Restrictions

- 3.1 Unless Causeway specifically agrees in advance and in writing, the Customer shall not:
 - (a) hide or mask from Causeway the Customer Implementation, including by failing to correctly implement any application programme interface keys;
 - (b) use, distribute, or sell any Content outside of the Customer Implementation or incorporate or embed the Service into any of the Customer’s products or services that it sells to, or for which it charges, third parties;
 - (c) attempt to reverse engineer the Service or any component or attempt to create a substitute or similar service through use of or access to the Service;
 - (d) incorporate the Content as a core part of printed matter that is redistributed for a fee;
 - (e) use the Service in a manner that gives access to mass downloads or bulk feeds of any Content;
 - (f) use the Service outside the United Kingdom.

4. Reasonable Use

- 4.1 The Customer's use of the Service is subject to the following Usage Limit: 10,000 User Sessions per annum.
- 4.2 If the number of the Customer's User Sessions exceeds eighty per cent (80%) of the Usage Limit during any 12 month period Causeway shall notify the Customer in writing (which may be via email) so that the Customer has a warning that it is close to exceeding the Usage Limit.
- 4.3 If the number of the Customer's User Sessions exceeds the Usage Limit during any 12 month period then the Overage Charges set out at the URL address <http://www.elgin.org.uk/url-terms/elgin-price-list> (subject to section 4.3) shall apply and shall become due and payable.
- 4.4 Overage Charges may be subject to change in future years. Changes to Overage Charges shall be communicated to the Customer by Causeway in writing (which may be via email) giving not less than six (6) months' notice of such changes taking effect.

5. Definitions

"Service" means the CausewayOne Network Service known as CausewayOne Network Route Manager including any bespoke service extensions set out in the applicable Order Form and the associated technical support services provided to the Customer as described in the Service Level Agreement.

Route Monitor Addendum

1. Agreement

- 1.1 This Service Addendum provides for the licensing of the Service known as CausewayOne Network Route Monitor described in the Service Specification at the URL address <https://www.elgintech.com/url-terms/route-monitor-specification> (which service description is by this reference hereby incorporated into and forms part of the Agreement).
- 1.2 Capitalised terms used but not defined in this Service Addendum shall have the meaning ascribed to them in the Master Agreement.

2. Customer Restrictions

- 2.1 Unless Causeway Technologies Limited ("Causeway") specifically agrees in advance and in writing, the Customer shall not:
- (a) hide or mask from Causeway the Customer Implementation, including by failing to correctly implement any application programme interface keys;
 - (b) use, distribute, or sell any Content outside of the Customer Implementation or incorporate or embed the Service into any of the Customer's products or services that it sells to, or for which it charges, third parties;
 - (c) attempt to reverse engineer the Service or any component or attempt to create a substitute or similar service through use of or access to the Service;
 - (d) incorporate the Content as a core part of printed matter that is redistributed for a fee;
 - (e) use the Service in a manner that gives access to mass downloads or bulk feeds of any Content;
 - (f) use the Service outside the United Kingdom.
- 2.2 Within three (3) days of the expiry of the Licence Term or termination of the Agreement all use of the Content and Derived Content shall cease, all cached Content and Derived Content shall be removed from the Customer Implementation and any copies, backups or archives of cached Content and Derived Content shall be destroyed.

3. Reasonable Use

- 3.1 The Customer's use of the Service is subject to the following Usage Limit: 10,000 User Sessions per annum.
- 3.2 If the number of the Customer's User Sessions exceeds eighty per cent (80%) of the Usage Limit during any 12 month period Causeway shall notify the

Customer in writing (which may be via email) so that the Customer has a warning that it is close to exceeding the Usage Limit.

3.3 If the number of the Customer's User Sessions exceeds the Usage Limit during any 12 month period then the Overage Charges set out at the URL address <http://www.elgin.org.uk/url-terms/elgin-price-list> (subject to section 4.3) shall apply and shall become due and payable.

3.4 Overage Charges may be subject to change in future years. Changes to Overage Charges shall be communicated to the Customer by Causeway in writing (which may be via email) giving not less than six (6) months' notice of such changes taking effect.

4. TomTom Content

4.1 The Service incorporates Content from TomTom Global Content B.V. ("TomTom").

4.2 The covenants and obligations undertaken by the Customer herein are intended for the direct benefit of TomTom and may be enforced by TomTom directly against the Customer.

4.3 Neither TomTom nor its suppliers shall be liable to the Customer for any incidental, consequential, special, indirect or exemplary damages arising out of this Agreement, including lost profits or costs of cover, loss of use or business interruption or the like, regardless of whether the Customer was advised of the possibility of such damages.

4.4 Notwithstanding anything to the contrary contained herein, TomTom or its suppliers shall have no monetary liability to the Customer for any cause (regardless of the form of action) under or relating to this Agreement.

4.5 The TomTom Content is provided on an "as is" and "with all faults basis" and TomTom and its suppliers expressly disclaim all warranties, express or implied, including but not limited to, the implied warranties of non-infringement, merchantability, satisfactory quality, accuracy, title and fitness for a particular purpose. No oral or written advice or information provided by TomTom or any of its agents, employees or third party providers shall create a warranty, and the Customer is not entitled to rely on any such advice or information. This disclaimer of warranties is an essential condition of the Agreement.

4.6 The Customer agrees to protect the TomTom Content from public disclosure and to consider the TomTom Content exempt from the Freedom of Information Act 2000.

4.7 The Customer shall not use the Service to provide competitive information about TomTom or its products to third parties.

4.8 Causeway shall be entitled to vary the provisions of this Clause 5 upon providing notice to the Customer if required to do so by TomTom. Upon receipt

of such notice, the Customer shall require End Users to accept such modified terms.

5. Definitions

“Service” means the CausewayOne Network Service known as CausewayOne Network Route Monitor including any bespoke service extensions set out in the applicable Order Form and the associated technical support services provided to the Customer as described in the Service Level Agreement.

“TomTom Content” means Content derived from Content originating from TomTom Global Content B.V.

“User Session” means a Customer End User’s session of activity using Route Monitor. A new User Session is generated when either the user logs in to Route Monitor or the user’s web browser performs a refresh.

Signage Addendum

1. Agreement

- 1.1. This Service Addendum provides for the licensing of the Service known as CausewayOne Network Traffic Management Module Signage Add-On described in the Service Specification at the URL address <http://www.elgintech.com/url-terms/signage-specification> (which service description is by this reference hereby incorporated into and forms part of the Agreement).
- 1.2. Capitalised terms used but not defined in this Service Addendum shall have the meaning ascribed to them in the Master Agreement.

2. Customer Data

- 2.1. By submitting Customer Data to Causeway Technologies Limited ("Causeway") as part of its use of the Service, the Customer grants to Causeway a sub-licensable, non-transferable, non-exclusive, perpetual, irrevocable, royalty-free licence to host, store, reproduce, adapt, modify, use, translate, extract data from, perform, display and distribute such Customer Data in order, without limitation, to: a) provide the Services to Customer under the Agreement, b) publish roadworks, traffic management interventions and related information to interested parties and the general public, and c) disseminate roadworks and related information via third party channels for professional and non-professional use. This provision is without prejudice to clause 13 of the Master Agreement.

3. Customer Restrictions

- 3.1. Unless Causeway specifically agrees in advance and in writing, the Customer shall not:
 - (a) hide or mask from Causeway the Customer Implementation, including by failing to correctly implement any Application programme interface keys provided by Causeway to the Customer to identify the Customer Implementation;
 - (b) use, distribute, or sell any Content outside of the Customer Implementation or incorporate or embed the Service into any of the Customer's products or services that it sells to, or for which it charges, third parties;
 - (c) attempt to reverse engineer the Service or any component or attempt to create a substitute or similar service through use of or access to the Service;
 - (d) incorporate the Content as a core part of printed matter that is redistributed for a fee;
 - (e) use the Service in a manner that gives access to mass downloads or bulk feeds of any Content;

(f) use the Service outside the United Kingdom.

4. Reasonable Use

4.1. The Customer's use of the Service is subject to the terms set out in the CausewayOne Network Traffic Management Module Service Addendum.

5. Definitions

"Service" means the CausewayOne Network Service known as CausewayOne Network Traffic Management Module Signage Add-On including any bespoke service extensions set out in the Applicable Order Form and the associated technical support services provided to the Customer as described in the Service Level Agreement.

Traffic Management Addendum

1. Agreement

1.1 This Service Addendum provides for the licensing of the Service known as CausewayOne Network Traffic Management Module, previously known as roadworks.pro Traffic Management App, described in the Service Specifications at <http://www.elgintech.com/url-terms/tm-app-specification> and <http://www.elgintech.com/url-terms/tm-app-rt-specification> (which service descriptions are hereby incorporated into and form part of the Agreement).

1.2 Capitalised terms used but not defined in this Service Addendum shall have the meaning ascribed to them in the Master Agreement.

2. Customer Data

2.1 By submitting Customer Data to Causeway Technologies Limited (“Causeway”) as part of its use of the Service, the Customer grants to Causeway a sub-licensable, non-transferable, non-exclusive, perpetual, irrevocable, royalty-free licence to host, store, reproduce, adapt, modify, use, translate, extract data from, perform, display and distribute such Customer Data in order, without limitation, to: a) provide the Services to Customer under the Agreement, b) publish roadworks, traffic management interventions and related information to interested parties and the general public, and c) disseminate roadworks and related information via third party channels for professional and non-professional use. This provision is without prejudice to clause 13 of the Master Agreement.

3. Customer Restrictions

3.1 Unless Causeway specifically agrees in advance and in writing, the Customer shall not:

- (a) hide or mask from Causeway the Customer Implementation, including by failing to correctly implement any application programme interface keys including without limitation any Google Maps API license keys provided by Causeway to the Customer to identify the Customer Implementation;
- (b) use, distribute, or sell any Content outside of the Customer Implementation or incorporate or embed the Service into any of the Customer’s products or services that it sells to, or for which it charges, third parties;
- (c) attempt to reverse engineer the Service or any component or attempt to create a substitute or similar service through use of or access to the Service;
- (d) incorporate the Content as a core part of printed matter that is redistributed for a fee;
- (e) use the Service in a manner that gives access to mass downloads or bulk feeds of any Content;
- (f) use the Service outside the United Kingdom.

4. Reasonable Use

- 4.1 The Customer's use of the Service is subject to the following Usage Limit: 10,000 User Sessions per annum.
- 4.2 If the number of the Customer's User Sessions exceeds eighty per cent (80%) of the Usage Limit during any 12 month period Causeway shall notify the Customer in writing (which may be via email) so that the Customer has a warning that it is close to exceeding the Usage Limit.
- 4.3 If the number of the Customer's User Sessions exceeds the Usage Limit during any 12 month period then the Overage Charges set out at the URL address <http://www.elgintech.com/url-terms/elgin-price-list> (subject to section 4.3) shall apply and shall become due and payable.
- 4.4 Overage Charges may be subject to change in future years. Changes to Overage Charges shall be communicated to the Customer by Causeway in writing (which may be via email) giving not less than six (6) months' notice of such changes taking effect.

5. Live Link Add-On

- 5.1 The following terms apply to the Customer's use of CausewayOne Network Live Link:
- 5.2 The Customer shall ensure that End Users receive training in the use of Live Link.
- 5.3 The Customer shall ensure that End Users accurately update the status of road closure information within a maximum of 2 minutes of any change on the highway where such road closures are actively managed using Live Link.
- 5.4 The Customer shall not be liable to Causeway nor any third party for any incidental, consequential, special, indirect or exemplary damages arising out of the Customer's use of Live Link Content.
- 5.5 Neither Causeway nor any third party shall be liable to the Customer for any incidental, consequential, special, indirect or exemplary damages arising out of the use of Live Link Content.

6. Definitions

"Live link Content" means data concerning road closures and other traffic management interventions that is generated through the use of Live Link Add-On. Live Link Content may be shared with third parties via CausewayOne Network data feed services for various purposes include satellite navigation services.

"Service" means the CausewayOne Network Service known as CausewayOne Network Traffic Management Module including any bespoke service extensions set out in the applicable Order Form and the associated technical support services provided to the Customer as described in the Service Level Agreement.

“User Session” means a Customer End User’s session of activity using Traffic Management Module. A new User Session is generated when either the user logs in to Traffic Management Module or the user’s web browser performs a refresh.

Traffic Replay Addendum

1. Agreement

- 1.1 This Service Addendum provides for the licensing of the Service known as CausewayOne Network Traffic Replay described in the Service Specification at the URL address <https://www.elgintech.com/url-terms/traffic-replay-specification> (which service description is by this reference hereby incorporated into and forms part of the Agreement).
- 1.2 Capitalised terms used but not defined in this Service Addendum shall have the meaning ascribed to them in the Master Agreement.

2. Customer Restrictions

- 2.1 Unless Causeway Technologies Limited ("Causeway") specifically agrees in advance and in writing, the Customer shall not:
- (a) hide or mask from Causeway the Customer Implementation, including by failing to correctly implement any application programme interface keys;
 - (b) use, distribute, or sell any Content outside of the Customer Implementation or incorporate or embed the Service into any of the Customer's products or services that it sells to, or for which it charges, third parties;
 - (c) attempt to reverse engineer the Service or any component or attempt to create a substitute or similar service through use of or access to the Service;
 - (d) incorporate the Content as a core part of printed matter that is redistributed for a fee;
 - (e) use the Service in a manner that gives access to mass downloads or bulk feeds of any Content;
 - (f) use the Service outside the United Kingdom.

3. Reasonable Use

- 3.1 The Customer's use of the Service is subject to the following Usage Limit: 10,000 User Sessions per annum.
- 3.2 If the number of the Customer's User Sessions exceeds eighty per cent (80%) of the Usage Limit during any 12 month period Causeway shall notify the Customer in writing (which may be via email) so that the Customer has a warning that it is close to exceeding the Usage Limit.
- 3.3 If the number of the Customer's User Sessions exceeds the Usage Limit during any 12 month period then the Overage Charges set out at the URL address <http://www.elgin.org.uk/url-terms/elgin-price-list> (subject to section 4.3) shall apply and shall become due and payable.

3.4 Overage Charges may be subject to change in future years. Changes to Overage Charges shall be communicated to the Customer by Causeway in writing (which may be via email) giving not less than six (6) months' notice of such changes taking effect.

4. TomTom Content

4.1 The Service incorporates Content from TomTom Global Content B.V. ("TomTom").

4.2 The covenants and obligations undertaken by the Customer herein are intended for the direct benefit of TomTom and may be enforced by TomTom directly against the Customer.

4.3 Neither TomTom nor its suppliers shall be liable to the Customer for any incidental, consequential, special, indirect or exemplary damages arising out of this Agreement, including lost profits or costs of cover, loss of use or business interruption or the like, regardless of whether the Customer was advised of the possibility of such damages.

4.4 Notwithstanding anything to the contrary contained herein, TomTom or its suppliers shall have no monetary liability to the Customer for any cause (regardless of the form of action) under or relating to this Agreement.

4.5 The TomTom Content is provided on an "as is" and "with all faults basis" and TomTom and its suppliers expressly disclaim all warranties, express or implied, including but not limited to, the implied warranties of non-infringement, merchantability, satisfactory quality, accuracy, title and fitness for a particular purpose. No oral or written advice or information provided by TomTom or any of its agents, employees or third party providers shall create a warranty, and the Customer is not entitled to rely on any such advice or information. This disclaimer of warranties is an essential condition of the Agreement.

4.6 The Customer agrees to protect the TomTom Content from public disclosure and to consider the TomTom Content exempt from the Freedom of Information Act 2000.

4.7 The Customer shall not use the Service to provide competitive information about TomTom or its products to third parties.

4.8 Causeway shall be entitled to vary the provisions of this Clause 5 upon providing notice to the Customer if required to do so by TomTom. Upon receipt of such notice, the Customer shall require End Users to accept such modified terms.

5. Definitions

"Service" means the CausewayOne Network Service known as CausewayOne Network Traffic Replay including any bespoke service extensions set out in the

applicable Order Form and the associated technical support services provided to the Customer as described in the Service Level Agreement.

“TomTom Content” means Content derived from Content originating from TomTom Global Content B.V.

“User Session” means a Customer End User’s session of activity using Traffic Replay. A new User Session is generated when either the user logs in to Traffic Replay or the user’s web browser performs a refresh.

Works Planning Addendum

1. Agreement

- 1.1 This Service Addendum provides for the licensing of the Service known as CausewayOne Network Works Planning Module, described in the Service Specification at <https://www.elgintech.com/url-terms/works-planning-specification> (which service description is hereby incorporated into and form part of the Agreement).
- 1.2 Capitalised terms used but not defined in this Service Addendum shall have the meaning ascribed to them in the Master Agreement.

2. Integrator Licence

- 2.1 Subject to the Agreement, as supplemented and amended by this Addendum, Causeway Technologies Limited ("Causeway") grants to the Customer, and the Customer agrees to comply with a non-sublicensable, non-transferable, non-exclusive, terminable, limited licence to integrate the Service into its internal business systems.

3. Customer Data

- 3.1 By submitting Customer Data to Causeway as part of its use of the Service, the Customer grants to Causeway a sub-licensable, non-transferable, non-exclusive, perpetual, irrevocable, royalty-free licence to host, store, reproduce, adapt, modify, use, translate, extract data from, perform, display and distribute such Customer Data in order, without limitation, to: a) provide the Services to Customer under the Agreement, b) publish roadworks, traffic management interventions and related information to interested parties and the general public, and c) disseminate roadworks and related information via third party channels for professional and non-professional use. This provision is without prejudice to clause 13 of the Master Agreement.

4. Customer Restrictions

- 4.1 Unless Causeway specifically agrees in advance and in writing, the Customer shall not:
- (a) hide or mask from Causeway the Customer Implementation, including by failing to correctly implement any application programme interface keys provided by Causeway to the Customer to identify the Customer Implementation;
 - (b) use, distribute, or sell any Content outside of the Customer Implementation or incorporate or embed the Service into any of the Customer's products or services that it sells to, or for which it charges, third parties;

- (c) attempt to reverse engineer the Service or any component or attempt to create a substitute or similar service through use of or access to the Service;
- (d) incorporate the Content as a core part of printed matter that is redistributed for a fee;
- (e) use the Service in a manner that gives access to mass downloads or bulk feeds of any Content;
- (f) use the Service outside the United Kingdom.

5. Reasonable Use

- 5.1 The Customer's use of the Service is subject to the following Usage Limit: 10,000 User Sessions per annum.
- 5.2 If the number of the Customer's User Sessions exceeds eighty per cent (80%) of the Usage Limit during any 12 month period Causeway shall notify the Customer in writing (which may be via email) so that the Customer has a warning that it is close to exceeding the Usage Limit.
- 5.3 If the number of the Customer's User Sessions exceeds the Usage Limit during any 12 month period then the Overage Charges set out at the URL address <http://www.elgin.org.uk/url-terms/elgin-price-list> (subject to section 4.3) shall apply and shall become due and payable.
- 5.4 Overage Charges may be subject to change in future years. Changes to Overage Charges shall be communicated to the Customer by Causeway in writing (which may be via email) giving not less than six (6) months' notice of such changes taking effect.

6. Definitions

"Service" means the CausewayOne Network Service known as CausewayOne Network Works Planning Module including any bespoke service extensions set out in the applicable Order Form and the associated technical support services provided to the Customer as described in the Service Level Agreement.

For further information please contact

www: <https://www.causeway.com/>

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Causeway Cloud Service SLA

G-Cloud 15 - Prepared for Crown Commercial Services

Causeway Service Level Arrangements

1. Service availability

Causeway shall provide an uptime Service availability of at least 99.5% (**Uptime Service Level**):

This availability refers to an access point on Causeway's backbone network. It does not apply to the portion of the circuit that does not transit the Causeway's backbone network, as the Customer is responsible for its own internet access.

Availability does not include Maintenance Events as described in paragraph 3 below, Customer-caused or third party-caused outages or disruptions (except to the extent that such outages or disruptions are caused by those duly authorised third parties sub-contracted by Causeway to perform the Services), or outages or disruptions attributable in whole or in part to force majeure events.

2. Availability measurement

Availability measurement begins on the first day of the first calendar month after the configuration services have been completed. Availability measurement shall be carried out by Causeway and is based on the monthly average percentage availability, calculated at the end of each calendar month as the total actual uptime minutes divided by total possible uptime minutes in the month.

3. Maintenance Events

- 3.1 Routine, planned maintenance of the hosting equipment, facility, Software or other aspects of the Cloud Services that may require interruption of the Cloud Services (Maintenance Events) shall, except for any emergency maintenance, not be performed during Business Hours. Causeway may use up to 5 hours in any week outside Business Hours for Maintenance Events.
- 3.2 Any Maintenance Events which occur during Business Hours, and which were not requested or caused by the Customer, shall be considered downtime for the purpose of service availability measurement. Causeway shall at all times use reasonable endeavours to keep any service interruptions to a minimum.
- 3.3 Notification of Maintenance Events will be sent via email to affected users at least 48 hours prior to the scheduled work (via email and Customer announcement on the Causeway Support Web Portal) and a reminder will be sent up to 4 hours before it commences. A final update will be sent when Services are resumed.
- 3.4 Notification of emergency maintenance may not always be possible but where reasonably practicable Causeway will notify affected users (via email and Customer announcement on the Causeway Support Web Portal). A final update will be sent when Services are resumed.

4. Technical Support Services

4.1 The Causeway Support helpdesk operates between 08.30 and 17.30 in the UK, Monday to Friday.

4.2 Causeway shall provide the Customer with technical Support Services to all authorised support contacts who have attended appropriate Causeway training courses and are fully trained in the use of the Causeway Service for which support is being provided.

4.3 Technical Support Services will be provided to the Customer via either the Causeway Support Portal, email or telephone. Causeway shall issue Customer support contacts with login details to access the Causeway Support Portal, available seven days a week, which provides end-user self-help and the ability to log, update and maintain support requests in an interactive environment. Causeway will process support requests, issue support request numbers, and aim to respond to the Customer within the time periods specified below, according to priority.

4.4 The Customer and Causeway shall jointly determine the priority of any incident, using the combination of impact and urgency. The priority may be re-classified at any time during its lifecycle, with agreement from the Customer:

- Impact - The impact level is determined depending on the number of customers affected:

Impact	Definition
High	Whole organisation, site or multiple sites, single / large / multiple business units affected
Medium	Group of users or one site affected
Low	One user affected

- Urgency – The urgency level is determined depending on how much functionality is lost:

Impact	Definition
High	Total / severe loss of business functionality, complete section / department affected
Medium	Partial loss of business functionality
Low	Minor issue that does not impact business functionality

Based on the above, the following matrix can be used to determine the priority of an incident:

Impact Urgency	Low (One User)	Medium (Some Users)	High (Most Users)
Low (No loss of functionality)	5	4	3
Medium (Partial loss of functionality)	4	3	2
High (Severe loss of functionality)	3	2	1

Causeway Technical Support will log and process support cases and aim to respond to the Customer within the time periods specified below, according to priority*:

Target Response Time	P1	P2	P3	P4	P5
First Response	Up to 1 Business Day hour	Up to 2 Business Day hours	Up to 4 Business Day hours	Up to 9 Business Day hours	Up to 9 Business Day hours
Best Practice Update Frequency	Up to 1 Business Day hours	Up to 1 Business Day hours	Up to 9 Business Day hours	Up to 2 Business Days	Up to 5 Business Days
Target Resolution Time (includes workarounds)	Up to 4 Business Day hours	Up to 9 Business Day hours	Up to 3 Business Days	Up to 5 Business Days	Up to 10 Business Days

**These are for issues that do not require Development, Problem Management or escalation to third party providers.*

If the incident is not resolved within the specified Target Resolution Time then after each successive increment of the Target Resolution Time, the Customer may escalate the incident to the next Escalation Level as set out in the table below.

Description	P1	P2	P3	P4	P5
Customer Services Consultant	1 Business Day hour	2 Business Day hours	4 Business Day hours	9 Business Day hours	N/A
Customer Support Manager	2 Business Day hours	4 Business Day hours	9 Business Day hours	2 Business Days	N/A
Technical Services Director	9 Business Day hours	2 Business Days	5 Business Days	10 Business Days	N/A

4.5 The periodic updates provided under the technical Support Services may include legislative updates. Where major legislative changes take place, Causeway reserves the right to make an additional charge which shall be spread evenly over all its customers for the relevant Cloud Service/Software to cover the supply of updates dealing with such legislative changes.

4.6 The following are Customer responsibilities and outside the scope of the technical support services:

- (a) Any interfaces which were not written by Causeway and requests will be referred to the Causeway Professional Services team;
- (b) Customer queries on system configuration or that relate to a new professional services implementation and these will be collated by the technical support team and referred to the Causeway Professional Services team;
- (c) Report writing/creation and any specific reporting requirements will be referred to the Causeway Professional Services team;
- (d) Training requests will be referred to the Causeway Professional Services team;
- (e) Any request relating to Customer's network, hardware configurations, including the set-up of printers, updating and patching operating systems, tuning or health checks, or database administration tasks including the failure of telematics tracking units, Customer equipment, storage media or other software not licensed by Causeway, faults in Customer mains electrical supplies or operator error.

4.7 Service Provider reserves the right to make additional charges for technical support services it carries out resulting from the following:

- (a) Causeway having to carry out visits to Customer premises;
- (b) failure of Customer equipment, storage media or other software which are not covered by the technical support services, faults in Customer mains electrical supplies or operator error;
- (c) insufficient training of Customer personnel;
- (d) problems reported as errors with the Software which prove not to be errors with the Software;
- (e) errors with the Software caused by Customer accidents, neglect, misuse or default;
- (f) any attempt by any person, other than Causeway, to modify or maintain the Software other than Customer trained employees carrying out normal system functions;
- (g) Customer attempting to run the System on an operating system or version of an operating system not supported by Causeway.

For further information please contact

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