

This agreement is dated [DATE].

Parties

- (1) Oxford Consultants for Social Inclusion Limited incorporated and registered in England and Wales with company number 04800880 whose registered office is at Plus X Innovation, Lewes Road, Brighton, England, BN2 4GL ('OCSI' or 'we' or 'us')
- (2) [INSERT COMPANY NAME] incorporated and registered in England and Wales with company number [INSERT NUMBER] whose registered office is at [INSERT ADDRESS] ('Customer' or 'you')

BACKGROUND

OCSI has a social mission to support organisations to use data better to make better decisions and therefore has developed the software tool currently known as 'Local Insight' and the Customer wishes to use Local Insight for these purposes, subject to the terms and conditions of this agreement.

Agreed terms

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Aggregate Data: means OCSI Data that is produced within a Customer's specified geography.

Applicable Data Protection Laws: means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

Authorised Users: those employees and independent contractors of the Customer who are authorised by the Customer to use the Services and as set out in Schedule 1.

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

Customer's Data: means indicator data and point location data that is bespoke to and uploaded by the Customer.

Initial Subscription Term: the initial term of this agreement as set out in Schedule 1.

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

OCSI Data: means the underlying indicators and geographies, and themes (and any updates to them), that are provided as part of Local Insight for the purpose of your use of the Services.

Renewal Period: the period described in clause 12.1.

Services: the web-based, location data based information tool currently known as Local Insight as provided to the Customer under the terms of this agreement.

Subscription Fees: the subscription fees payable by the Customer to OCSI for the Services, as set out in paragraph 1 of Schedule 1.

Subscription Term: has the meaning given in clause 12.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Territory: the area set out in Schedule 1.

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.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be interpreted accordingly.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement. A reference to a statute or statutory provision shall

include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.

- 1.5 A reference to **writing** or **written** includes email.
- 1.6 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.
- 1.7 Any words following the terms **including**, **include**, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2. Use and subscription

- 2.1 Use of Local Insight is based on standard geographies, indicators and themes, however, the Customer can use the OCSI Data to create custom geographies and themes, in order to enable the Customer to make better informed decisions to improve their services and communities.
- 2.2 The Customer can download reports, and other outputs provided by the Services, based on the standard or custom geographies and OCSI Data. However, such outputs may not be shared for commercial purposes.
- 2.3 For the avoidance of doubt, specifying reports based on bespoke themes and indicators will be subject to an additional charge.
- 2.4 The Customer will have at least one Group Admin user who can manage the other Authorised Users use and access by creating other permission levels such as 'Power User' (who can create custom areas) and 'View Report' users (who can just review the reports created by the Customer).
- 2.5 Subject to the Customer purchasing a subscription in accordance with clause 7.1, compliance with the restrictions set out in this clause 2, and the specific terms of Schedule 1 (and the other terms and conditions of this agreement), OCSI hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to use the Services in the Territory during the relevant Subscription Term solely for the purpose of the Customer providing local-based information for the benefit of the public.

- 2.6 The right and licence referred to in clause 2.5 above is based on that standard website tool and should the Customer wish to have a publicly available site then such right and licence will be subject to the payment of additional fees and the execution of further terms.
- 2.7 The Customer hereby undertakes that:
- (a) It shall not allow more than the maximum number of Authorised Users to use the Services;
 - (b) each Authorised User shall agree to comply with the Terms of Use <https://localinsight.org/legal/terms-of-use/>;
 - (c) it shall not exceed the agreed 'rate limits' or 'data export quotas';
 - (d) each Authorised User should be assigned their own 'login' and it should not be used by anyone else 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;
 - (e) each Authorised User shall create a strong and secure password for their use of the Services and the Customer shall ensure that each Authorised User shall keep their password secure and confidential;
 - (f) it will use a supported web browser (such as Microsoft Edge, Firefox, Chrome or Safari) and that it shall be set up as the optimal performance on a desktop;
 - (g) it shall permit OCSI or OCSI's designated auditor to audit the Services in order to establish the name and password of each Authorised User and the Customer's data processing facilities to audit compliance with this agreement. Each such audit may be conducted no more than once per quarter, at OCSI's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
 - (h) if any of the audits referred to in clause 2.7 (g) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to OCSI's other rights, the Customer shall promptly disable such passwords and OCSI shall not issue any new passwords to any such individual; and
 - (i) if any of the audits referred to in clause 2.7 (g) reveal that the Customer has underpaid Subscription Fees to OCSI, then without prejudice to OCSI's other rights, the Customer shall pay to OCSI an amount equal to such underpayment within ten (10) Business Days of the date of the relevant audit.

- 2.8 The Customer hereby acknowledges and agrees that the OCSI Data is based on open source data and therefore may be subject to restrictions on its use and that any use of any OCSI Data or the Services shall not be for a profit or commercial purposes.
- 2.9 The Customer shall not upload any sensitive data (for example the location of a domestic abuse refuge or charity) to Local Insight. However, in the event that any such sensitive data is inadvertently uploaded the Customer shall either immediately delete it or ensure that it has been done so in full compliance with the Data Protection Act 2018 and UK GDPR (or any other applicable data protection laws) and shall indemnify and hold OCSI harmless against any third party claims and any costs, losses, damages and expenses that it may incur as a result of a breach of this clause. At all times the Customer shall be mindful of any potential confidentiality and personal safety issues in publicly identifying any sensitive locations.
- 2.10 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its 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;
 - (f) contains sensitive location data; or
 - (g) is otherwise illegal or causes damage or injury to any person or property;
- and OCSI reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
- 2.11 Subject to clause 2.2, the Customer shall not:
- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any

portion of the OCSI Data or the Services in any form or media or by any means (other than for internal purposes only); or

- (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the OCSI Data or the Services; or
- (iii) conduct, facilitate, enable, authorise or permit any text or data mining or web scraping in relation to OCSI Data or any services provided via, or in relation to, Local Insight for any purpose (including the development, training, fine-tuning or validation of AI systems or models). This includes using (or permitting, authorising or attempting the use of):
 - any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the OCSI Data or any data, content, information or services accessed via the same;
 - any automated analytical technique aimed at analysing text and data in digital form to generate information or develop, train, fine-tune or validate AI systems or models which includes but is not limited to patterns, trends and correlations.
- (b) access all or any part of the Services in order to build a product or service which competes with the Services; or
- (c) use the Services to provide any services to third parties other than to any non-profit organisations that have been confirmed to the Customer in writing as having been authorised by OCSI to access the Services; or
- (d) subject to clause 21.1, licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users, or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 2; or
- (f) introduce or permit the introduction of, any Virus or Vulnerability into the Services or OCSI's network and information systems.

2.12 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify OCSI (in writing).

- 2.13 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3. Services

- 3.1 OCSI will, during the Subscription Term, provide the Services to the Customer on and subject to the terms of this agreement.

- 3.2 OCSI shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

- (a) any planned maintenance which to the extent possible will be performed outside of Normal Business Hours; and
- (b) unscheduled maintenance which may be required to be performed during Normal Business Hours (however, where possible OCSI will aim to give the Customer notice in advance).

- 3.3 OCSI will provide the Customer with support services in accordance with the relevant [Training and Support Policy](#) that is in force at the relevant time. Should the Customer require any support that is additional to that included as part of the standard subscription (as set out in this policy) OCSI shall provide the Customer with an estimate of the fees for such additional support.

4. Data protection

- 4.1 Due to the nature of the Services, the parties do not plan to share and OCSI does not intend to collect any personal data. The Customer hereby undertakes and warrants that it will comply with all of its obligations as a data controller under the relevant data protection laws when collecting any personal data and using it in relation to its use of the Services.

- 4.2 To the extent that OCSI collects any personal data relating to the Customer or its Authorised Users (such as login details) OCSI will process and protect it in accordance with its current privacy policy (which is currently available at <https://localinsight.org/privacy-policy/>).

- 4.3 Please note that IP addresses accessing the Services are cached for up to one (1) hour to ensure our systems are not being abused and we don't store any such personal data thereafter.

- 4.4 For the purposes of this clause 4, the terms Commissioner, controller, data subject, personal data, personal data breach, processor and processing, shall have the meaning given to them in the UK GDPR.
- 4.5 Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This clause 4 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 4.6 The parties have determined that, for the purposes of Applicable Data Protection Laws:
- (a) OCSI shall process the personal data set out in paragraph 1.1 of Schedule 2 (Processing, Personal Data and Data Subjects) as processor on behalf of the Customer; and
 - (b) OCSI shall act as controller of the personal data set out in paragraph 1.2 of Schedule 2 (Processing, Personal Data and Data Subjects).
- 4.7 If the determinations in clause 4.1 and clause 4.2 change, the parties shall use all reasonable endeavours to make any changes that are necessary to this clause 4 and Schedule 2.
- 4.8 In relation to Personal Data processed by the Customer using Local Insight, OCSI is a data processor and will process personal data in accordance with paragraph 1.2 of Schedule 2 sets out the scope, nature and purpose of processing by OCSI, the duration of the processing and the types of personal data and categories of data subject.
- 4.9 Without prejudice to clause 4.8, OCSI shall, in relation to Personal Data that Customer processes via Local Insight:
- (a) process that personal data only on the documented written instructions of Customer (and for these purposes this agreement shall count as such written instructions) unless OCSI is required by Applicable Data Protection Laws to otherwise process that Personal Data. OCSI is relying on the Applicable Data Protection Laws as the basis for processing the Customer's data, OCSI shall promptly notify the Customer of this before performing the processing required by the Applicable Data Protection Laws unless those Applicable Data Protection Laws prohibit OCSI from so notifying the Customer on important grounds of public interest. OCSI shall immediately inform the Customer if, in the opinion of OCSI, the instructions of the Customer infringe Applicable Data Protection Laws;
 - (b) implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against its accidental loss, damage or destruction, including as appropriate:

- (i) the pseudonymisation and encryption of Personal Data;
 - (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (iii) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
 - (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- (c) ensure and procure that all personnel who have access to and/or process Personal Data are obliged to keep it confidential;
 - (d) promptly assist the Customer, at the Customer's expense, in reasonably responding to any request from a data subject and in ensuring compliance with the Customer's obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with the Commissioner and, in particular, OCSI shall promptly notify the Customer if it receives any complaint, notice or communication (whether from the Commissioner, any data subject or other relevant third party) which relates to processing of Personal Data;
 - (e) notify the Customer without undue delay after becoming aware of a personal data breach;
 - (f) at the written direction of the Customer, delete or return to the Customer all Personal Data on termination or expiry of the agreement, and certify to the Customer in writing it has done so, unless OCSI is required by Applicable Data Protection Laws to continue to process that Personal Data, in which case OCSI will continue to process that Personal Data for the specific purpose so-notified; and
 - (g) maintain adequate records and, on the Customer's reasonable written request, make available such information available so as to demonstrate its compliance with Applicable Data Protection Laws and this clause 4.

4.10 OCSI may authorise a third party (subcontractor) to process the Personal Data if:

- (a) the Customer is provided with an opportunity to object to the appointment of each subcontractor within 10 working days after OCSI supplies the Customer with full details in writing regarding such subcontractor;
- (b) OCSI enters into a written contract with the subcontractor (including relation to third party IT services providers, their standard terms) that contains terms

substantially the same as those set out in this agreement, in particular, in relation to requiring appropriate technical and organisational data security measures, and, upon the Customer's written request, provides the Customer with copies of the relevant excerpts from such contracts.

- 4.11 OCSI shall only transfer any Personal Data outside of the UK in accordance with the approved safeguards and mechanisms.
- 4.12 Either party may, at any time on not less than 30 days' notice, revise this clause 4 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 4.13 The Customer shall indemnify and keep OCSI indemnified from and against any and all costs, damages and expenses of any kind arising from any claim or demand brought by any person, data subject, Commissioner or supervisory authority as a result of any breach or alleged breach by the Customer of any Applicable Data Protection Law.

5. OCSI's obligations

- 5.1 OCSI will provide the Services with reasonable skill and care.
- 5.2 OCSI's obligations at clause 5.1 shall not apply to the extent of any non-performance which is caused by use of the Services contrary to OCSI's instructions, or any modification or alteration of the Services by any party other than OCSI or OCSI's duly authorised contractors or agents. If the Services do not conform with the terms of clause 5.1, OCSI will use reasonable commercial endeavours to correct any such non-performance promptly. Such correction constitutes the Customer's sole and exclusive remedy for any breach of clause 5.1.
- 5.3 OCSI:
 - (a) does not warrant that:
 - (i) the Customer's use of the Services will be uninterrupted or error-free; or
 - (ii) that the Services, or any information or data obtained by the Customer through its use of the Services will meet the Customer's requirements (unless there are any specific requirements that have agreed by an authorised representative of OCSI in writing prior to the date of this agreement); or
 - (iii) the Services will be free from Vulnerabilities or Viruses.

- (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 the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 5.4 This agreement shall not prevent OCSI from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.
- 5.5 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against OCSI shall be for OCSI to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up it may have of such Customer Data. OCSI shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by the Customer or any third party (except those third parties sub-contracted by OCSI to perform services related to Customer Data maintenance and back-up).
- 5.6 OCSI shall not be responsible or liable for any delays or non-performance of the Services if such delays or non-performance are due to the Customer not fulfilling any of its obligations under this agreement.
- 6. **Customer's obligations**
 - 6.1 The Customer shall:
 - (a) provide OCSI with:
 - (i) all necessary co-operation in relation to this agreement; and
 - (ii) all necessary access to such information as may be required by OCSI; in order to provide the Services;
 - (b) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities in using the Services and as set out under this agreement;
 - (c) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, OCSI may adjust any agreed timetable or delivery schedule as reasonably necessary;

- (d) ensure that the Authorised Users use the Services in accordance with the terms and conditions of this agreement and any relevant policies and shall be responsible for any Authorised User's breach of this agreement;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for OCSI, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
- (f) ensure that its network and systems comply with the relevant specifications provided by OCSI from time to time; and
- (g) be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to OCSI's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

6.2 The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Customer Data that it uploads to the Services and shall ensure that no sensitive location or any personal data is uploaded to the Customer Data or the Services.

7. Charges and payment

7.1 The Customer shall pay the relevant Fees to OCSI in accordance with this clause 7 and Schedule 1. The Fees are payable in advance and are for the relevant Subscription Term. OCSI will aim to notify the Customer four to six (4-6) weeks in advance of the end of the current Subscription Term and in the event that the Customer wishes to renew its Subscription Term it shall notify OCSI at least fourteen (14) days prior to the end of its current Subscription Term. Such renewal will be subject to the payment of the relevant renewal fees (which will be at the price that is payable at the time, so may include a price increase).

7.2 OCSI will invoice the Customer for the relevant fees and the Customer shall pay the invoice within 30 days of its date. For the avoidance of doubt, OCSI reserves the right to not provide access to the Services until such invoice has been paid.

7.3 If OCSI has not received payment of the relevant fees payable by the relevant payment date it shall have the right to disable the Customer's password, account and access to all or part of the Services and OCSI shall be under no obligation to provide any or all of the Services until such fees are paid in full.

- 7.4 In addition, if OCSI has not received payment of the relevant fees by the relevant payment date interest shall accrue on a daily basis at an annual rate equal to 4% over the then current base lending rate of Barclays Bank in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 7.5 All amounts and fees stated or referred to in this agreement:
- (a) shall be payable in pounds sterling;
 - (b) are, subject to clause 11.3(b) and 12.6, non-cancellable and non-refundable;
 - (c) are exclusive of value added tax, which shall be added to OCSI's invoice(s) at the appropriate rate.
- 8. Proprietary rights**
- 8.1 The Customer hereby acknowledges and agrees that OCSI and/or its licensors own all intellectual property rights in the Services and the OCSI Data. The Customer's use of the OCSI Data is subject to this agreement and any further restrictions on use that may be notified to the Customer in writing.
- 8.2 OCSI owns all intellectual property rights in Local Insight (including the name and logo), the Services (including the UI/UX).
- 8.3 The Customer shall own all Customer Data, however, for the avoidance of doubt OCSI own any Aggregated Data and such Aggregate Data shall automatically be incorporated into and included as part of OCSI Data.
- 8.4 The Customer's right to use such intellectual property rights in the Services and OCSI Data are solely and exclusively for the use of the Services and are subject to the 'rate limits' or 'data export quotas'.
- 8.5 In accordance with clause 2.8, the Customer shall not make the OCSI Data available for a profit or otherwise for commercial purposes.
- 8.6 Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any intellectual property rights including any patents, copyright, database right, design, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the OCSI Data or the Services.

- 8.7 OCSI hereby acknowledges and agrees that it does not have any ownership rights in the Customer Data, however, the Customer hereby grants OCSI a right and licence to use the intellectual property rights in the Customer Data for the purposes of managing the data and the provision of the Services.
- 8.8 You shall not use, and OCSI does not consent to the use of OCSI Data (including any Aggregate Data) or any data published by, or contained in, or accessible via, the Services for the purposes of developing, training, fine-tuning or validating any AI system or model or for any other purposes not explicitly set out in this agreement.
- 8.9 The Customer hereby acknowledges and agrees that in order for OCSI to protect its legitimate business interests, including its intellectual property and confidential information, the Customer shall not during the term of this agreement or for a period of 12 months after its expiry or termination, solicit or endeavour to entice away from OCSI the business or custom of any customers/clients of OCSI.
- 8.10 The Customer shall not during the term of this agreement or for a period of 12 months after its expiry or termination use Local Insight or any OCSI Data or confidential information to create or build a product or service that is similar to or is (or is intended to be) in competition with the Services.

9. Confidentiality

- 9.1 **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of this agreement in connection with the use of the Services, including but not limited to (i) the existence and terms of this agreement; and (ii) any information that would be regarded as confidential by a reasonable business person relating to the business; (iii) assets, affairs, customers, clients, suppliers or pricing; (iv) strategies, systems, methods or processes; and (v) personal data of the disclosing party.

Representatives means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

- 9.2 The provisions of this clause shall not apply to any Confidential Information that:
- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);

- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party.
- 9.3 Each party shall keep the other party's Confidential Information secret and confidential and shall not:
 - (a) use such Confidential Information except for the purpose of the Services **(Permitted Purpose)**; or
 - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 9.
- 9.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
 - (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.
- 9.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
- 9.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement.
- 9.7 On termination or expiry of this agreement, each party shall:
 - (a) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
 - (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and

data storage services provided by third parties (to the extent technically and legally practicable); and

- (c) certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party, subject to clause 12 (Termination).

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

9.9 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.

9.10 The above provisions of this clause 9 shall continue to apply for a period of five years from termination or expiry of this agreement (whichever is the earlier).

10. Indemnity

10.1 The Customer shall defend, indemnify and hold harmless OCSI against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or any associated documentation.

10.2 In the defence or settlement of any claim, OCSI may procure the right for the Customer 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 the Customer without any additional liability or obligation to pay other additional costs to the Customer.

10.3 In no event shall OCSI, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

- (a) a modification of the Services or Documentation by anyone other than OCSI; or

- (b) the Customer's use of the Services or any associated documentation in a manner contrary to the instructions given to the Customer by OCSI; or
- (c) the Customer's use of the Services or associated documentation after notice of the alleged or actual infringement from OCSI or any appropriate authority; or
- (d) the Customer's breach of this agreement.

10.4 The foregoing and clause 10.3(b) states the Customer's sole and exclusive rights and remedies, and OCSI's (including OCSI's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

11. Limitation of liability – PLEASE READ CAREFULLY

11.1 Except as expressly and specifically provided in this agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services (including any information, instructions or scripts provided in connection with the Services), OCSI Data, Customer Data and the associated documentation by the Customer, and for conclusions drawn from such use.
- (b) OCSI shall have no liability for any damage caused by errors or omissions in any Customer Data, OCSI Data or the Customer's use of Local Insight in connection with the Services, or any actions taken by OCSI at the Customer's direction;
- (c) OCSI shall have no liability to the Customer for any use of misuse by the Customer of the Services or any misuse of the Customer Data or OCSI Data;
- (d) 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
- (e) the Services and any associated documentation are provided to the Customer on an "as is" basis.

11.2 Nothing in this agreement excludes the liability of OCSI:

- (a) for death or personal injury caused by OCSI's negligence; or
- (b) for fraud or fraudulent misrepresentation.

11.3 Subject to clause 11.1 and clause 11.2:

- (a) OCSI shall have no liability for any loss of profits, loss of business, wasted expenditure, depletion of goodwill and/or similar losses or loss or corruption

of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses, including in relation to loss of or damage to any Customer Data or OCSI Data; and

- (b) OCSI's total aggregate liability to the Customer shall not exceed the cap (as set out in clause 11.3(c) below), whether it is a single claim or a series of connected claims.
- (c) The cap is one hundred per cent (100%) of the total Subscription Fees paid for the current Subscription Term.

11.4 References to liability in this clause 11 include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

11.5 Nothing in this agreement excludes the liability of the Customer for any breach, infringement or misappropriation of OCSI's Intellectual Property Rights.

11.6 OCSI shall have the right to suspend the Customer's use of the Services in the event it has exceeded the agreed 'rate limits' or 'data export quotas' until the next calendar month or the Customer has paid for such 'additional export quota allowance' at OCSI's then standard rates.

12. Term and termination

12.1 In relation to the Services, this agreement shall, unless otherwise terminated as provided in this clause 12, commence on the Effective Date and shall continue for the Initial Subscription Term (unless it is renewed by the Customer in accordance with the terms of this clause 12).

12.2 OCSI will aim to notify the Customer of the end of the Initial Subscription Term (and any relevant renewed term) within four to six weeks (4-6 weeks) of the end of the relevant subscription term. The Initial Subscription Term and any renewed term will together be referred to as the **Subscription Term**.

12.3 Without affecting any other right or remedy available to it, OCSI may terminate this agreement with immediate effect by giving the Customer written notice if:

- (a) it fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

- (b) it commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- (c) the Customer exceeds the agreed 'data export quotas' for any given calendar month;
- (d) it suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- (e) it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) it applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (g) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (h) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- (i) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (j) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (k) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

- (l) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.3(c) to clause 12.3(j) (inclusive);
- (m) it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (n) its financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or
- (o) there is a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010).

12.4 On termination of this agreement for any reason:

- (a) all licences and rights of use granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Services;
- (b) the Customer shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to OCSI;
- (c) Unless OCSI receives, no later than ten days after the effective date of the termination of this agreement, a written request for a copy of the then most recent back-up of the Customer Data (provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination)), then OCSI shall not be responsible or liable for the Customer's loss of data. OCSI shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request. The Customer shall pay all reasonable expenses incurred by OCSI in providing it with such back up of the Customer Data. For the avoidance of doubt OCSI will not automatically keep any customer or user data; and
- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

12.5 The Customer may terminate this agreement in circumstances that are analogous to clauses 12.3(c) to clause 12.3(j) (inclusive). For the avoidance of doubt, should the Customer wish to terminate this agreement for any other reason it shall give OCSI at least sixty (60) days' written notice and the Customer hereby acknowledges and agrees that it shall not be entitled to any refund of any fees paid.

12.6 OCSI may terminate this agreement for any reason by giving the Customer at least sixty (60) days' written notice and will refund the Customer the pro-rated fees paid for the relevant subscription period to which the fees relate, effective from the actual date of termination.

12.7 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

13. Force majeure

13.1 Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (for example in the event of a major outage). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 3 months or more, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party. For the avoidance of doubt the Customer may not terminate the agreement under this clause if it is in breach of this agreement prior to or during the period of the force majeure event.

14. Conflict

14.1 If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

15. Variation

15.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. Waiver

16.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

16.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17. Rights and remedies

- 17.1 Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18. Severance

- 18.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 18.2 If any provision or part-provision of this agreement is deemed deleted under clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

19. Entire agreement

- 19.1 This agreement, including its schedules and the Terms of Use with the Authorised Users, constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 19.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

20. Assignment

- 20.1 The Customer shall not, without the prior written consent of OCSI, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

20.2 OCSI may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement.

21. No partnership or agency

21.1 Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

22. Third party rights

22.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

23. Notices

23.1 Any notice (for example a notice of breach) given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):
 - (i) OCSI: general@ocsi.co.uk

(ii) [INSERT CONTACT]: [EMAIL ADDRESS]

23.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

23.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24. Governing law

24.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.

25. Jurisdiction

25.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

25.2 This agreement has been entered into on the date stated at the beginning of it.

Signed by Luke Murray for and on behalf of
Oxford Consultants for Social Inclusion Limited

Director

Signed by [INSERT CONTACT] for and on behalf of
[INSERT COMPANY NAME]

.....
[INSERT JOB TITLE]

Schedule 1 Subscription Details

1. Subscription Fees

The Subscription Fees [for the Initial Subscription Term OR the Renewed Subscription Term] [including the provision of a publicly accessible site] shall be £[AMOUNT] plus VAT.

2. Initial Subscription Term

The Initial Subscription Term shall be [INSERT LENGTH] from [X date] ("the Effective Date")

4. Territory

[INSERT AREA]

5. Authorised Users

[A maximum of (e.g. 500 users)] OR [Unlimited]

[including users from the following authorised partners:

- AUTHORISED PARTNER 1]

SCHEDULE 2 – DATA PROCESSING TERMS

1. Role of the parties

1.1 Where OCSI acts as a processor:

OCSI acts as a processor when processing personal data on behalf of the Customer in accordance with clause 4.4.

1.2 Where OCSI acts as a controller

OCSI acts as a controller when collecting personal data relating to the Customer in accordance with clause 4.2.

2. Particulars of the processing

2.1 Scope

OCSI are processing personal data on behalf of the Customer as part of the provision of the Services.

2.2 Nature

OCSI will process the personal data by storage on, and retrieval from, internal databases and third party providers according to our security policy and privacy policy (available at <https://localinsight.org/legal/security/> and <https://localinsight.org/legal/privacy-policy/>)

2.3 Purpose of processing

The purpose will be as determined by the Customer as part of its use of the Services.

2.4 Duration of the processing

OCSI will process the personal data for the duration of the Subscription Term (unless it is required to do so for longer in compliance with any applicable law or regulation).

2.5 Types of personal data

OCSI will collect and store the following personal data:

Name, email address, password, telephone number (if provided), job title (if provided)
Customer under which a user is an Authorised User, a record of when and how often a user logs in to Local Insight, IP address, web browser and operating system, referral web page/domain

2.6 Categories of data subject

Customers and Users (Authorised Users) only

3. **Technical and Organisational measures**

OCSI's security policy details organisational security processes and is available at <https://localinsight.org/legal/security/>