

Asset management Software Specific Terms & Conditions

G-Cloud 15 Lot 2b – Terms Wrapper (Kaarbon Technology Ltd)

1. Purpose

1.1 This G-Cloud 15 Lot 2b Terms Wrapper (“Wrapper”) applies to any Call-Off Contract for the supply of the Supplier’s cloud software service (“Service”) by Kaarbon Technology Ltd (“Supplier”) to a Buyer under Crown Commercial Service (“CCS”) framework RM1557.15 (G-Cloud 15).

1.2 This Wrapper is intended to be read alongside the Supplier’s “Asset management Software Specific Terms & Conditions” (the “Supplier Standard Terms”). Where there is any inconsistency, this Wrapper prevails over the Supplier Standard Terms, and the Call-Off Contract prevails over both.

2. Order of precedence

2.1 The parties agree the following order of precedence (highest first):

(a) the RM1557.15 Call-Off Contract (including the Order Form and applicable Call-Off Schedules);

(b) any Buyer-specific requirements agreed in the Order Form that are permitted by RM1557.15;

(c) this Wrapper;

(d) the Supplier Standard Terms;

(e) the Service Definition, pricing document, and other Supplier documents (except to the extent incorporated into the Call-Off Contract).

2.2 If there is any conflict, the higher-ranking document takes priority.

3. Term and termination

3.1 The Call-Off Contract term is as stated in the Order Form.

3.2 Buyer termination rights apply as set out in the RM1557.15 Call-Off Contract.

3.3 The Supplier Standard Terms must not be interpreted to require the Buyer to pay “remaining period” fees merely to terminate, unless the Call-Off Contract expressly provides for such charges (for example, where the Buyer has agreed pre-payment and there are clearly defined, proportionate, non-penal break costs in the Order Form).

3.4 Where the Supplier Standard Terms refer to “revocable at Supplier discretion” or termination for “commercial viability”, those concepts do not apply to the Call-Off Contract except to the extent the RM1557.15 Call-Off Contract permits suspension/termination for cause (e.g., non-payment, unlawful use, security).



4. Suspension of service

4.1 The Supplier may suspend access to the Service only where:

- (a) necessary to address a material security threat, misuse, or unlawful activity;
- (b) the Buyer is materially overdue on undisputed charges and has not remedied within a reasonable cure period; or
- (c) required by law or a regulator.

4.2 The Supplier will use reasonable endeavours to provide notice prior to suspension and to minimise impact. Suspension will be lifted promptly once the issue is resolved.

5. Charges and payment

5.1 Charges are as stated in the Call-Off Contract / pricing schedule.

5.2 Payment mechanisms must support public-sector purchasing practice (e.g., PO/invoice/BACS). Any Supplier Standard Terms requiring Direct Debit are **not mandatory** unless the Buyer expressly agrees in the Order Form.

6. Liability

6.1 Liability is governed by the RM1557.15 Call-Off Contract.

6.2 Any Supplier Standard Terms that exclude or limit liability apply only to the extent consistent with the RM1557.15 Call-Off Contract.

6.3 Nothing in the Supplier Standard Terms limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other liability that cannot lawfully be limited.

7. Publicity and references

7.1 The Supplier must not use the Buyer's name, logo, or project details in marketing materials, case studies, or publicity without the Buyer's prior written consent (including any consent required under the Buyer's internal governance).

7.2 Any Supplier Standard Terms that purport to permit marketing use of Buyer details by default are disappplied.

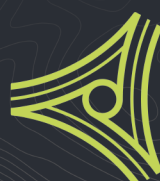
8. Data protection, security, and audit

8.1 Data protection obligations are as set out in the RM1557.15 Call-Off Contract, including the relevant data processing schedules where applicable.

8.2 The Supplier will maintain appropriate technical and organisational measures and will cooperate with reasonable Buyer audit / assurance requests as permitted by the Call-Off Contract.

9. Confidentiality and commercially sensitive information

9.1 Confidentiality is as set out in RM1557.15 (including any "commercially sensitive information" schedule agreed for the Call-Off Contract).



9.2 If the Supplier wishes to designate information as commercially sensitive, it must be listed and time-bounded in the Call-Off Contract documentation (e.g., “Date / Details / Duration”) in accordance with RM1557.15.

10. Freedom of Information and transparency

10.1 The Buyer may be subject to FOIA/EIR and transparency obligations. The Supplier will provide reasonable assistance as required by the Call-Off Contract and applicable law.

10.2 The Supplier acknowledges that confidentiality markings are not determinative of disclosure obligations.

11. Exit and end-of-contract

11.1 Exit obligations are as set out in the RM1557.15 Call-Off Contract (including Exit Management where applicable).

11.2 Unless otherwise agreed in the Call-Off Contract, the Supplier will make Buyer data available for export in commonly used formats within a reasonable period at contract end, and will delete/sanitise Buyer data in line with the Call-Off Contract and Supplier retention policies.

12. Governing law

12.1 Governing law and jurisdiction are as stated in the RM1557.15 Call-Off Contract (including Scotland / Northern Ireland variations where applicable).

13. Acceptance

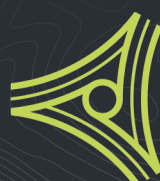
13.1 This Wrapper forms part of each Call-Off Contract placed under RM1557.15 for the Service and applies only to Call-Off Contracts under that framework.

STANDARD BUSINESS TERMS & CONDITIONS:

These terms and conditions apply as between you, the User of Services provided therein and Kaarbon Technology Ltd the owner(s) of the Data Collection Services and Website portal. Your agreement to comply with and be bound by these terms and conditions and to grant any and all licences required is deemed to occur upon your acceptance of these terms and conditions prior to your first use of the Services.

1. Definitions and Interpretation

- 1.1 In these terms and conditions, unless the context otherwise requires, the following expressions have the following meanings:





KaarbonTech

“Account”	means collectively the personal information, payment information and credentials used by Users to access the Services through the Web Site;
“Agreement”	means the binding agreement that shall come into effect between the User and Kaarbon Technology Ltd following the User’s acceptance of these terms and conditions and which shall incorporate these terms and conditions;
“Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of the Website;
“Services”	means collectively the online facilities, tools, services or information that Kaarbon Technology Ltd makes available through the Website either now or in the future;
“Subscription Fee”	means the sum of money paid by Users at monthly intervals or other agreed payment criteria to keep their Account active and to enable them to access the Services;
“Subscription Period”	means the period for which a subscription has been purchased and may refer to accessing, collecting and recording asset condition and location data accordingly;
“User / Users”	means any third party that accesses the asset management system and the Services that is not employed by Kaarbon Technology Ltd and acting in the course of their employment;



01202 031333



sales@kaarbontech.co.uk



www.kaarbontech.co.uk



Registered Address
49 Lone Pine Drive,
West Parley
Dorset
BH22 8LR

“Website”

means the website on which these terms and conditions appear www.kaarbontech.co.uk and any sub-domains of that website unless expressly excluded by their own terms and conditions.

- 1.2 Unless the context otherwise requires, each reference in these terms and conditions to:
 - 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provisions of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 a Clause or paragraph is a reference to a Clause of these terms and conditions.
- 1.3 The headings used in these terms and conditions are for convenience only and shall have no effect upon the interpretation of these terms and conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. Provision of Services

- 2.1 Kaarbon Technology Ltd shall use its best and reasonable endeavours to provide the Services on an error-free basis and without interruption.
- 2.2 Notwithstanding sub-Clause 2.1, Kaarbon Technology Ltd does not provide any guarantee that provision of the Services shall be error-free or without interruption and reserves the right to alter or suspend provision of the Services without prior notice to Users. By accepting these terms and conditions the User acknowledges that the Services may change in form or nature at any time.
- 2.3 Kaarbon Technology Ltd accepts no liability for any loss, accident or claim caused by the subsequent use of this data. All information should be used for guidance purposes only.
- 2.4 These terms and conditions override any previously entered agreement or terms and conditions laid out by Kaarbon Technology Ltd or any customer.

3. Access to Services

- 3.1 The User represents and warrants that they have the authority to enter into the Agreement, to use the Services, and to perform any and all acts as may be necessary under these terms and conditions.
- 3.2 If the User is unable to comply with the requirements of sub-Clause 3.1 they shall be prohibited from using the Services and must not accept these terms and conditions.
- 3.3 In order to use the Services and to submit or create Content, Users are required to



create an Account and to submit certain personal details. By accepting these terms and conditions the User represents and warrants that:

- 3.3.1 any information that is submitted is accurate and truthful;
 - 3.3.2 all such information will be kept accurate and up-to-date; and
 - 3.3.3 the means by which they identify themselves does not violate any part of these terms and conditions or any applicable laws.
- 3.4 If the User has reason to believe that their Account details have been obtained by another without consent, the User should contact Kaarbon Technology Ltd immediately to suspend their Account and cancel any unauthorised orders or payments that may be pending. Users should be aware that orders or payments can only be cancelled up until the point at which the Services are used for the first time through that particular Account unless otherwise agreed under separate written terms. In the event that unauthorised use is made prior to the User notifying Kaarbon Technology Ltd of the unauthorised nature of the order or payment, Kaarbon Technology Ltd may suspend access to the Services. Following investigation, it shall be determined whether or not to cancel access to the Services and make a full or partial refund of the payment to the User.
- 3.5 The terms of sub-Clause 3.4 shall apply notwithstanding any related provisions in Clause 16.

4. Subscriptions

- 4.1 Subscription charges commence on the date agreed in writing by contract or quotation or that the User activates their subscription, whichever is earlier. Invoicing will be in line with our standard terms and conditions of 30 day payments. The user accepts to enter into a Direct Debit for payment of any subscription or data collection services unless specifically agreed otherwise in writing.
- 4.2 Payment for quarterly or annual charges may also be requested in advance. Any agreement regarding this will be clearly defined to the User.
- 4.3 Payments and charges will be agreed as per any separate quotation.
- 4.4 Increases in price will be reflected in the User's subscription on the date of the immediately subsequent renewal as laid out in the quotation/agreement.
- 4.5 If a User terminates their subscription or Account they will continue to have access to the Services for the remainder of the prevailing Subscription Period up until the renewal date whereupon access will cease unless the User chooses to pay the Subscription Fee to reactivate their subscription.
- 4.6 If the User defaults or withholds payment for any reason the services may be suspended or cancelled without notice until cleared funds have been received.
- 4.7 If a User subscribes in error they must inform Kaarbon Technology Ltd within 24 hours of subscribing and must not use the Services during that time. If any use can be traced to the User's Account, they may be held liable for consequential costs of repair.



5. Use of Services

- 5.1 The Services are for commercial use.
- 5.2 Users are permitted to use the Services only in accordance with:
 - 5.2.1 these terms and conditions; and
 - 5.2.2 any relevant law, regulation or other applicable instrument in their particular jurisdiction.
- 5.3 Subject to any express agreement to the contrary, Users may only access the Services through the normal means provided by Kaarbon Technology Ltd. Users shall not attempt to download, convert or otherwise reverse-engineer any part of the Services.
- 5.4 The restrictions set out in sub-Clause 5.3 shall not apply to Content submitted or created by a particular User where that User is downloading their Content, nor to any other Content that a User may have permission to access.
- 5.5 Users may not engage in any conduct that may disrupt provision of the Services by Kaarbon Technology Ltd.
- 5.6 Subject to any express agreement to the contrary, Users may not reproduce, copy, duplicate, trade or resell the Services.
- 5.7 Users' rights to use the Services are non-exclusive, non-transferrable and fully revocable at Kaarbon Technology's discretion.
- 5.8 Personal Information should not be entered into the Services supplied via the Website.

6. Intellectual Property

- 6.1 Subject to the exceptions in Clause 7 of these terms and conditions, all Content included on the Website, unless submitted or created by Users, including, but not limited to, text, graphics, logos, icons, images, mapping, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Kaarbon Technology, our affiliates or other relevant third parties. By accepting these terms and conditions the User acknowledges that such material is protected by applicable United Kingdom and International intellectual property and other laws.

7. Third Party Intellectual Property

Where expressly indicated, certain Content, such as advertising material, and the Intellectual Property Rights subsisting therein belongs to other parties. This Content, unless expressly stated to be so, is not covered by any permission granted by Clause 6 of these Terms and Conditions to use Content from the Web Site. The exceptions in Clause 9 continue to apply. On request, Kaarbon Technology will provide the contact details of the owner and any separate use policy that may be relevant.

For all mapping related rights you should refer to Appendix 1 – Ordnance Survey Framework Contract

8. User Content and Intellectual Property

- 8.1 When using the Services to create Content, Users should do so in accordance with the



following rules:

- 8.1.1 Users must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory or fraudulent;
- 8.1.2 Users must not submit Content that is intended to promote or incite violence;
- 8.1.3 Users must not submit Content that may contain viruses or any other software or instructions that may damage or disrupt other software, computer hardware or communications networks;
- 8.1.4 Users must not post links to other websites containing any of the above types of Content;
- 8.1.5 Users must not impersonate other people, particularly employees and representatives of Kaarbon Technology or our affiliates;
- 8.2 Kaarbon Technology has the right, but not the obligation to pre or post-screen Content submitted or created by Users and may flag or filter any Content that it deems appropriate.
- 8.3 If any Content is found to be in breach of these terms and conditions, Kaarbon Technology reserves the right to remove it without notice and may, at its sole discretion, terminate the responsible User's access to the Services.
- 8.4 Users are solely responsible for any and all Content that they submit or create. Kaarbon Technology does not endorse, support, represent or otherwise guarantee the accuracy or reliability of such Content.
- 8.5 Subject to sub-Clause 8.4, Users use the Services at their own risk.
- 8.6 By accepting these terms the User entitles Kaarbon Technology to comment, refer to and quote the User in any marketing material produced during or after expiry of any subscription.
- 8.7 The User represents and warrants that they have all necessary rights, power and authority to grant the licence described in sub-Clause 8.6.

9. Fair Use of Intellectual Property

Content may be copied, transmitted, performed, adapted or otherwise re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 or other relevant legislation apply.

10. Links to Other Websites

This Website may provide links to other websites as part of the Services. Unless expressly stated, such websites are not under the control of Kaarbon Technology or that of our affiliates. Kaarbon Technology assumes no responsibility for the content of the websites and disclaims liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another website on this Website does not imply any endorsement of that website or of those in control of it.



11. **Links to this Website**

Users wishing to place a link to this Website on another website may do so only to our home page in the absence of any prior permission. Deep linking (i.e. links to specific pages within the Website) requires the express permission of Kaarbon Technology. To find out more Users should contact sales@kaarbontech.co.uk

12. **Privacy and Cookies**

Use of the Website and the Services is also governed by Kaarbon Technology's Privacy Policy which is available on request. The website uses cookies to improve users experience. Google Analytics helps improve our site. You can view the Google Analytics privacy page [here](#). YouTube is used to show video content. YouTube may set cookies on your computer once you click on the YouTube video player. Without these cookies, the videos may be unavailable You can find out more about YouTube cookies on the [Google privacy page](#).

13. **Disclaimer of Warranties**

13.1 Kaarbon Technology makes no warranty or representation that the Data collection Services will meet Users' requirements, that they will be of satisfactory quality, that they will be fit for a particular purpose, that they will not infringe the rights of third parties, that they will be compatible with all systems, or that they will be secure. However every effort will be made to ensure the aforementioned are monitored and maintained to the highest standard.

13.2 Suggestions, advice and regime planning should not be reviewed and risk checked by the User when making any decisions or taking any action of any kind. Kaarbon Technology are not liable for any sub-sequential affect, loss or claim to the User by any third party

13.3 Whilst every effort has been made to ensure that all descriptions of Services available from Kaarbon Technology correspond to the actual services available, Kaarbon Technology is not responsible for any variations from these descriptions.

14. **Availability of the Website and the Services**

14.1 The Website and the Services are provided "as is" and on an "as available" basis. Kaarbon Technology gives no warranty that the Website or the Services will be free of defects and / or faults. To the maximum extent permitted by law. Kaarbon Technology provides no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

14.2 Kaarbon Technology accepts no liability for any disruption or non-availability of the Website or the Services resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

15. **Limitation of Liability**

15.1 Kaarbon Technology's liability for any direct or indirect loss or damage, foreseeable or



otherwise, including any indirect, consequential, special or exemplary damages arising out of our breach of these terms and conditions shall be limited to the value of the User's subscription prevailing at the relevant time. For all other direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website, the Data collection Services or any information contained therein, to the maximum extent permitted by law, Kaarbon Technology accepts no liability. Users should be aware that they use the Website, the Services and all relevant Content at their own risk.

16. Term and Termination

- 16.1 The term of the Agreement shall commence upon the User's acceptance of these terms and conditions and shall continue until terminated either by the User or by Kaarbon Technology in accordance with this Clause 16.
- 16.2 If a User wishes to terminate their account they may do so by:
 - 16.2.1 Informing Kaarbon Technology in writing that they wish to terminate their account prior to the end of the agreement.
 - a) Any outstanding licence charges covering the remaining period of the agreement must be paid in full prior to the closure of the account.
 - b) If the user has paid in advance for the remaining period there will be no refund offered.
- 16.3 Kaarbon Technology reserves the right to terminate the Agreement, a User's Account and a User's access to the Services at any time for the following reasons:
 - 16.3.1 The User has committed a material breach of these terms and conditions, unless such breach is capable of remedy, in which case the right to terminate immediately will be exercisable if the User fails to remedy the breach within 14 days after a written notice to do so;
 - 16.3.2 The User has indicated, expressly or impliedly, that they do not intend to or are unable to comply with these terms and conditions;
 - 16.3.3 It has become, in the opinion of Kaarbon Technology, its affiliates or advisers, no longer commercially viable to continue providing the Services;
 - 16.3.4 Kaarbon Technology is no longer providing the Services in the User's country of residence;
- 16.4 If Kaarbon Technology terminates a User's Account as a result of the User's breach of these terms and conditions the User will not be entitled to any refund for services provided prior to the termination date.
- 16.5 If Kaarbon Technology terminates a User's Account, contract or subscription for any other reason, the User will be refunded any remaining balance of their Subscription Fee. Where a fee is normally calculated annually or monthly such a refund will be calculated based upon the fee being divided by the number of days in the applicable Subscription Period and multiplied by the number of days remaining until the end of the Subscription Period.
- 16.6 In the event that Kaarbon Technology terminates a User's Account or subscription, the User will cease to have access to the Services from the date of termination.



- 16.7 If the User terminates their Account or subscription, they will continue to have access to the Services for the remainder of the prevailing Subscription Period, termination becoming effective at the end of that Subscription Period.
- 16.8 In the event that the Agreement is terminated, the User's Account will be closed and their access to the Services suspended in accordance with sub-Clauses 16.6 and 16.7. Any Content that the User has submitted or created will become inaccessible to all Users from the date on which the Services become inaccessible, however copies may be retained by Kaarbon Technology as part of standard backup procedures.
- 16.9 Upon termination of the Agreement, the User shall cease to be bound by all obligations set out in these terms and conditions with the exception of those expressly stated to survive the termination of the Agreement.
- 16.10 A final download of data collected will be provided to the User for future use.

17. **No Waiver**

In the event that either the User or Kaarbon Technology fails to exercise any right or remedy contained in these terms and conditions, this shall not be construed as a waiver of that right or remedy.

18. **Assignment**

Users may not assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of Kaarbon Technology, such consent not to be unreasonably withheld.

19. **Severance**

Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

20. **Entire Agreement**

These terms and conditions embody and set forth the entire Agreement and understanding between the Parties and supersede all prior oral or written agreements, understandings or arrangements relating to the subject matter of the Agreement. Neither the User nor Kaarbon Technology shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in these terms and conditions, save for any representation made fraudulently.

21. **Notices**

All notices / communications shall be sent to and by Kaarbon Technology either by post to our



premises 49 Lone Pine Drive, Ferndown, Dorset BH22 8LR or by email to sales@kaarbontech.co.uk Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

22. Law and Jurisdiction

- 22.1 These terms and conditions, the Agreement and all other aspects of the relationship between the User and Kaarbon Technology shall be governed by and construed in accordance with the Laws of England and Wales.
- 22.2 Any dispute between the User and Kaarbon Technology relating to these terms and conditions, the Agreement and all other aspects of the relationship shall fall within the exclusive jurisdiction of the courts of England and Wales.



Appendix 1 - Ordnance Survey Framework Contract

Background:

The following sets out general terms by which Kaarbon Technology Ltd acts as a reseller on behalf of Ordnance survey by providing access to Ordnance Survey relevant digital mapping products and you as the User who uses such mapping products.

Agreement	means the agreement as described in Clause 2.1.1.
Change in Law	means a change in legislation, regulations or administrative practice or a decision by any competent court.
Commencement Date	means the commencement date of a Contract, being the date specified as such in accordance with the terms of such Contract.
Confidential Information	means any information that is marked or identified as confidential, or that would reasonably be considered to be confidential in nature, that relates to the affairs of a party and is acquired by the other party in anticipation of or as a result of the Agreement.
Contract	means an agreement between Ordnance Survey, Kaarbon Technolgy Ltd and you which sets out the commercial terms on which we license to you Licensed Data for the purposes of either: a) sub-licensing the Licensed Data for use within a Product and/or Service; b) developing, evaluating and testing the Licensed Data internally as part of your own Products and/or Services; and/or c) displaying the Licensed Data as part of your Products and/or Services to potential customers, Sub-partners, investors or agents, and includes the applicable Contract Details.
Contract Confirmation	means the email sent by us following your submission of a Contract Request which: a) confirms our acceptance of the offer made by you in such Contract Request; and b) summarises certain Contract Details.



Contract Details	means the specific details of each Contract, including (as applicable): a) the particular Licensed Data; b) the Commencement Date; c) the Initial Term; d) the Renewal Period; and e) a link to the latest version of the Contract of which the Contract Details form part, all of which are recorded in the On-Line Ordering Service against your Contract ID.
Contractor	means any contractor engaged by Kaarbon Technology Ltd (or a Sub-partner) or tendering to provide goods or services to Kaarbon Technology Ltd (or a Sub-partner) in connection with Licensed Data.
Contract Year	means (as applicable) the First Contract Year, and each subsequent period of 4 complete Quarters.
Control	means the power (directly or indirectly) to appoint or remove a majority of the directors or otherwise direct the affairs of an organisation.
Customer	means a person or an entity that is granted a Sub-licence in accordance with Clause 5.2 and which is not a Reseller, Sub partner or Contractor.
Data	means any text, graphic, image, audio and/or visual material, software, data, database content or other multimedia content, information and material.
Database Right	means a right under section 3A(1) of the <i>Copyright, Designs and Patents Act 1988</i> and/or the <i>Copyright and Rights in Databases Regulations 1997</i> .
Dataset	means an individual OS product, forming part of the Licensed Data.
Effective Date	means the effective date of this Framework, as set out in Clause 2.2.1.
‘Enabled by’ Logo	means the logo described as such in the Style Guide.



End User	means a natural person using the Products and/or Services who is an employee of or contractor to a Customer that is not a consumer, who uses Products and/or Services provided to the Customer.
First Contract Year	means the period commencing on the commencement date of a Contract and ending on the expiry of 4 complete Quarters following that date.
Framework	means these terms and conditions (as amended from time to time) and the Framework Acceptance.
Framework Request	means an irrevocable offer made by you to enter into the Framework which is submitted using the On-Line Ordering Service.
Framework Year	means each period during the term of this Framework of 1 year that commences either on the Effective Date or any anniversary of the Effective Date.
Initial Term	means the initial term of a Contract, being the period of time specified as such in accordance with the terms of such Contract.
IPR	means copyright, patents, trade marks, design rights, database rights, trade secrets, know how, rights of confidence and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them.
Licensed Data	means particular OS Data that is identified in and licensed to you under a Contract.
Licensed Use	means a Customer's permitted use of Licensed Data under the Agreement as supplemented or varied in respect of particular Licensed Data in the relevant Contract.
Login Details	means the unique identifiers assigned to you when we have accepted your request to become a partner.
'Mapping Sourced from' Logo	means the logo described as such in the Style Guide.
On-Line Ordering Service	means the service accessed by entering your Login Details where indicated on our Website.
OS Data	means Data which we own (or is covered by our delegation of authority from the Controller of Her Majesty's Stationery Office) or which we license from a third party including, without limitation, Licensed Data.



Products and/or Services	means products and/or services, within which you are permitted to sub-license Licensed Data as described in an applicable Contract.
Product or Service Logos	means the 'OS Data' Logo, the 'OS Map data' Logo and the 'Powered by OS' Logo
Quarter	means a 3 calendar month period starting on 1 January, 1 April, 1 July or 1 October.
Renewal Period	means the renewal period of a Contract, being the period of time specified as such in accordance with the terms of such Contract.
Resellers	means Kaarbon Technology Ltd or those third parties who receive Products and/or Services in accordance with Clause 5.2.1(b).
Royalty	means the amount you pay in respect of Licensed Data calculated in accordance with Clause 7 and the applicable Contract.
RPIX	means the all items retail price index excluding mortgage interest payments published by the government of the United Kingdom.
Specification	means (unless otherwise specified in the applicable Contract) the current specification of any Licensed Data at the date on which it is licensed to you in accordance with the Agreement, as published by us on our Website and as may be updated from time to time in accordance with Clause 8.
Standard Form Contractor Licence	means the suggested form of Sub-licence for partners to use with Contractors, available on our Website and applicable to the Agreement.
Style Guide	means the then current version of the style guide available on our Website including electronic artwork and requirements as to the use of Trade Marks and acknowledgements of copyright and database right ownership.
Sub-licence	means a written agreement entered into between Kaarbon Technology Ltd and a Contractor, Sub-partner, Reseller or Customer (as applicable) in accordance with Clause 5.2 or 5.6 and in both cases Clause 5.4 or between a Reseller or Sub-partner and its Reseller, Sub-partner or Customer (as applicable) in accordance with Clause 5.7.1.



Sub-partner	means those third parties who receive value-added Licensed Data in accordance with Clause 5.2.1(c) and 5.3.
Trade Marks	means our trade marks (both registered and unregistered) including, without limitation, those listed in the Contract and the 'Enabled By' Logo and 'Mapping Sourced from' Logo.
Updates	means updates, revisions and modifications to Licensed Data that Kaarbon Technology Ltd may provide (or provide access to) from time to time.

1. In this Agreement, unless the context otherwise requires:
words in the singular include the plural and vice versa;
references to:
 - a) a Clause are to a Clause of these terms and conditions; and
 - b) a statute or statutory provision include any amendment, extension or re-enactment of such statute or provision.

The Agreement

2. Structure of the Agreement

The Agreement consists of the Framework and all Contracts in force from time to time (each as amended or replaced from time to time in accordance with its particular terms).

This Framework sets out your and our obligations in respect of Licensed Data generally and provides the framework for the licensing, use and sub-licensing of Licensed Data supplied by us under the Agreement.

Before you are entitled to use or sub-license any Licensed Data, you will need to enter into the applicable Contract with us.
3. Acceptance of this Framework

This Framework shall come into force on the date on which we send to you a Framework Acceptance in response to your submission of a Framework Request.

It is agreed that the provisions of Regulations 9 and 11 of the *Electronic Commerce (EC Directive) Regulations 2002*, relating to contracts made online, shall not apply to this Framework or any Contract.

3 Order of precedence

If there is any conflict or inconsistency between this Framework and a Contract, then the Contract will take precedence.

4. Term

This Framework shall commence on the Effective Date and shall continue until termination or expiry in accordance with Clause 10.



Each Contract shall commence on its Commencement Date and continue for the term specified in the Contract or until terminated in accordance with Clause 10 or the provisions of the relevant Contract.

Your obligations

You shall:

- a) not use Licensed Data for any illegal, deceptive, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of Licensed Data or any person;
- b) be responsible for marketing and selling the Products and/or Services, including all associated costs, and for complying with all applicable laws, codes of practice and regulations;
- c) conform with all relevant rules and regulations governing the holding of data, including without limitation, the *Data Protection Act 1998* (as amended from time to time) with special reference to the overseas transfer of information as covered by that Act;
- d) deal with all enquiries and complaints relating to the Products and/or Services;
- e) not hold yourself out or describe yourself as our agent;
- f) use your best endeavours to use adequate technological and security measures, including measures we may reasonably recommend from time to time, to ensure that all Licensed Data, Login Details, and any other similar information (such as user names and passwords) which you hold or are responsible for is secure from unauthorised use or access;
- g) notify us as soon as you suspect any infringement of our IPR or any unauthorised use of your Login Details and any other similar information (such as user names and passwords) and give us all reasonably required assistance in pursuing any potential infringement or remedying any unauthorised use; and
- h) inform us in writing of any change of Control of your business within 30 days of it becoming effective.

4

Not Used

Grant of licence

5. Licence

Subject to the terms of the Agreement, we grant you a non-exclusive, non-transferable, revocable licence for the duration of the relevant Contract, to:

- a) incorporate Licensed Data into Products and/or Services for supply to Customers directly or through Sub-partners;
- b) sub-license the Licensed Data in accordance with Clause 5.2;



- c) develop, evaluate and test Licensed Data internally as part of Products and/or Services;
- d) display Licensed Data as part of Products and/or Services to potential Customers, Sub-partners, investors or agents, so long as such display is on your own equipment only and you do not provide them with copies of the Licensed Data or any part of it;
- e) include in your literature and on your website sample mapping images derived from the Licensed Data used in your Products and/or Services provided that each mapping image:
 - i) is a raster image and you use your reasonable endeavours to prevent third parties extracting Licensed Data from the mapping image;
 - ii) has a coverage area which is reasonable in order for you to illustrate your Product and/or Service; and
 - iii) is used for the purpose of promoting Products and/or Services only (and is not a service in itself).

Apart from you, no person, firm, or organisation (including without limitation any group company or affiliate) is granted any rights under the Agreement.

6. Sub-licensing

Subject to Clauses 5.4, 5.6 and 5.7.1, you shall be entitled to sub-license the Licensed Data to:

- a) Customers only as part of Products and/or Services and:
 - i) for their Licensed Use; or
 - ii) for trial and testing purposes for a period of up to 3 months in accordance with Clause 5.6.1;
- b) Resellers only as part of Products and/or Services, for the purpose of supplying Products and/or Services to either:
 - i) Customers (on the basis set-out in Clause 5.2.1(a); or
 - ii) to further levels of Resellers solely for the purposes in this Clause 5.2.1(b);
- c) Sub-partners in accordance with Clause 5.3;
- d) Resellers or Sub-partners (as applicable) for the sole purpose of displaying the Products and/or Services or the value-added Licensed Data (as applicable) to potential Customers, further levels of Resellers and Sub-partners (as applicable), investors or agents on terms equivalent to Clause 5.1.1(d);
- e) Contractors for the purposes of providing, or tendering to provide, you with goods or services and solely to the extent necessary to enable you to exercise your rights under the Agreement.



Customers shall be entitled to sub-license the Licensed Data to End Users for the purpose of permitting those End Users to use Products and/or Services, provided that Customers ensure they pass on to End Users all applicable provisions of Clause 5.4.1(a) to (h). Customers may decide the most appropriate method to pass on these provisions to End Users, and the obligation in Clause 5.4.1 to execute a written agreement shall not apply.

7. Sub-partnering

You may sub-license Licensed Data to Sub-partners provided that:

- a) you have added value to the Licensed Data (unless otherwise provided in the applicable Contract); and
- b) we have given you our written consent to do so.

The Sub-partner may only use the value-added Licensed Data for the following purposes:

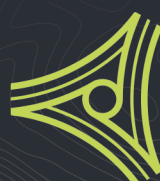
- c) incorporating the value-added Licensed Data into the Products and/or Services for the sole purpose of supplying those Products and/or Services to Customers on the basis set out in Clause 5.2.1(a) or Resellers on the basis of 5.2.1(b);
- d) sub-licensing the value-added Licensed Data to a further level of Sub-partner solely for the purposes in this Clause 5.3.2; and
- e) engaging Contractors for the purpose of providing, or tendering to provide, that Sub-partner with goods or services and solely to the extent necessary to enable that Sub-partner to exercise the rights which you are permitted to grant to it under the Agreement.

We reserve the right to withdraw our consent to sub-licensing Licensed Data to Sub-partners where such sub-licensing is not in accordance with all relevant provisions of the Agreement.

8. Conditions of Sub-licence

Other than where you (or a Reseller or Sub-partner) provide Licensed Data to Customers for trial and testing purposes in accordance with Clause 5.2.1(a)(ii), or as otherwise specified in this Agreement or the relevant Contract, you shall ensure (and shall ensure that each Reseller or Sub-partner ensures) in a written agreement (executed by the relevant Customer, Reseller, Sub-partner or Contractor before it has access to any Licensed Data and maintained in force) in which:

- a) the applicable restrictions included in the Agreement are applied to the relevant End User, Customer, Reseller, Sub-partner or Contractor;
- b) any applicable rights reserved in the Agreement in relation to the Licensed Data and for our benefit are reserved;
- c) any applicable obligations imposed on you in the Agreement are imposed on the relevant Customer, End User, Reseller, Sub-partner or Contractor;
- d) save as provided in the Agreement, any right for the relevant End User, Customer, Reseller, Sub-partner or Contractor to use Licensed Data shall terminate automatically on termination of this Framework or the relevant Contract;



- e) we shall have no liability to any End User, Customer, Reseller, Sub-partner or Contractor in respect of Licensed Data or the Agreement;
- f) we have rights to enforce directly the terms of the agreement with the relevant End User, Customer, Reseller, Sub-partner or Contractor pursuant to the *Contracts (Rights of Third Parties) Act 1999*;
- g) if the Customer is a consumer, it is licensed for personal non-commercial use only; and
- h) the Customer is liable for the acts of its End Users.

9. Standard Form Contractor Licence

Where a Contractor executes a Standard Form Contractor Licence before it has access to any Licensed Data (and you maintain it in force) you will be deemed to have complied with Clause 5.4 in respect of that Contractor.

10. Trial and testing by Customers

Subject to Clauses 5.6.2 and 5.6.3, where you (or a Reseller or Sub-partner) provide Licensed Data to Customers for trial and testing purposes in accordance with Clause 5.2.1(a)(ii) and unless otherwise specified in the relevant Contract, you shall ensure (and shall ensure that each Reseller or Sub-partner ensures) in a written agreement (executed by the relevant Customer before it has access to any Licensed Data and maintained in force) that each Customer is:

- a) only permitted to use the Licensed Data for the purposes of testing the relevant Products and/or Services itself or, in the case of a Customer other than a consumer, within that Customer's own organisation in each case for a period of not more than 3 months (which may be extended with our consent provided that you notify us accordingly pursuant to Clause 5.6.3(d)(ii));
- b) except to the extent provided for in Clause 5.6.1(c), prohibited from providing copies of any Licensed Data to any third party;
- c) permitted to pass the Licensed Data to its sub-contractor for the purposes set out in Clause 5.6.1(a) provided that it has first entered into a written sub-contractors licence with such sub-contractor which includes terms and conditions that are substantially similar to and not inconsistent with this Clause 5.6; and
- d) obliged to destroy all copies of the Products and/or Services on expiry or termination of the period referred to in Clause 5.6.1(a) unless immediately following such period the Customer is licensed to use such Products and/or Services for their Licensed Use.

You shall only be entitled to use Licensed Data under this Clause 5.6 as a business tool for the ordinary day to day activities involved in the administration and running of a business provided that in the Royalty statement provided by you under Clause 7.2.1 you also include the details specified in Clause 5.6.3 in respect of such Customer.



Where during the period covered by a Royalty statement you enter into a written agreement granting a Customer the rights referred to in Clause 5.6.2, you shall include in such Royalty statement the following details in respect of such Customer:

- a) the Customer's name;
- b) the identity and area of coverage of the Licensed Data licensed to the Customer under the written agreement referred to in Clause 5.6.3 above;
- c) the start and end date of the written agreement referred to in Clause 5.6.3 above;
- d) whether the Customer is either:
 - i) a new Customer; or
 - ii) an existing Customer wishing to evaluate Licensed Data for which it is not currently licensed; and
- e) where Clause 5.6.3(d)(ii) applies to the Customer, whether the Licensed Data being evaluated by such Customer is either AddressBase, AddressBase Plus and / or AddressBase Premium for the purposes of assisting such Customer's migration to that Licensed Data.

11. Licensing – Miscellaneous

Where you request, we will provide you with reasonable assistance necessary for you (or the relevant Reseller or Sub-partner) to enforce the relevant Sub-licence and you shall indemnify us in respect of all our costs (including without limitation legal costs), expenses and liabilities in providing such assistance.

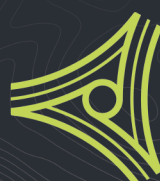
You shall give us all reasonable assistance if we wish to pursue any third party for any infringement of our IPR which may have occurred as a result of you (or a Reseller or Sub-partner) providing or giving access to such IPR to such third party or authorising use of such IPR by such third party.

Trade Marks and rights acknowledgment

12. Branding of Products and/or Services

During the term of each Contract, you may, at your option, use (or permit Resellers or Sub-partners to use) the following logos on the following Products and/or Services and as part of the packaging, promotional and display materials for those Products and/or Services:

- a) the 'Enabled by' Logo or (as the case may be) any Product or Service Logo for your Products and/or Services which include digital data incorporating or derived from Licensed Data; and
- b) the 'Mapping Sourced from' Logo or (as the case may be) any Product or Service Logo for your Products and/or Services which include paper map publications incorporating or derived from Licensed Data provided that whenever you use the 'Mapping Sourced from' Logo or any Product or Service Logo, you shall also use your own logo and shall ensure that your own logo is larger and has greater prominence than the 'Mapping Sourced from' Logo or any Product or Service Logo.



We reserve the right to make reference to you (and your Resellers and Sub-partners, as applicable) and your (and their) Products and/or Services in connection with which the 'Enabled by' Logo or the 'Mapping Sourced from' Logo or any Product or Service Logo is used. You may give us written notice if you (or they) do not permit us to make such a reference.

13. Copyright and database right

You must ensure that acknowledgements of copyright and database right ownership are included in a conspicuous position in all copies of Licensed Data (including Products and/or Services) in compliance with the Style Guide.

Variation

14. We reserve the right to change any part of the Agreement on 12 months' notice, unless such change is required by law or by our suppliers on less than 12 months' notice or is deemed necessary by us as a result of a Change in Law or the exercise of rights by a third party, or our reasonable anticipation of such a Change in Law or the exercise of such rights, in which case we shall give you such notice as is reasonably practicable in the circumstances.

15. If you do not find the changes made in accordance with Clause 8.1 acceptable, you may terminate the Agreement or any affected Contract by giving us:

a minimum of 30 days' notice in writing; or

where we give you less than 30 days' notice of such change under Clause 8.1, a shorter period of notice in writing;

provided that in each of Clauses 8.2.1 and 8.2.2 such notice is to expire on the same date as our notice to you under Clause 8.1.

16. You shall ensure that any such changes which affect any Sub-licence are incorporated without delay into such Sub-licence.

17. If any Licensed Data is removed from the Agreement as a result of a variation under Clause 8.1, then, unless you are permitted to retain such Licensed Data under Clause 10.6.1(c) or a Contract you shall, within 30 days of such variation:

destroy (or at our option return) all such removed Licensed Data, in any media, which you hold or are responsible for (including any such Licensed Data embedded in any other material);

provide, at our request, a sworn statement by a duly authorised person that you no longer hold such Licensed Data; and

ensure that each affected Customer, Reseller, Sub-partner and Contractor complies with an equivalent obligation unless permitted to retain such Licensed Data under the relevant Licensed Use.

18. Subject to Clause 8.6, a variation to the Agreement may additionally be effected by agreement but only where in writing and signed on behalf of each of the parties.

19. A variation to a Contract to include additional OS Data as Licensed Data may be effected immediately upon us confirming via the On-Line Ordering Service (in response to a request made by you via the On-Line Ordering Service) our acceptance to such additional OS Data being included as Licensed Data under such Contract.



Suspension, Termination and Expiry

20. Suspension

In the event you are in breach of the Agreement, we may on notice to you with immediate effect suspend:

- a) your Login Details and access to the On-Line Ordering Service (or similar details provided in order to access any other on-line ordering service made available from time to time by us);
- b) the provision and licensing of Updates under any and all Contracts; and
- c) the resupply of Licensed Data under any and all Contracts,

in each case until such breach has been remedied to our satisfaction. This right is without prejudice to any other rights we have under the Agreement or at law.

21. Automatic expiry of the Agreement

8.2.1 The Agreement shall expire automatically without notice in the event that there has been no Contract in force for a period of 12 months

22. Effects of termination or expiry of the Agreement or a Contract

In the event of termination or expiry of the Agreement or a Contract:

- a) any accrued rights and remedies will not be affected;
- b) you shall within 30 days of such termination or expiry destroy (or at our option return) all Licensed Data, under the Agreement or the terminated or expired Contract, in any media, which you hold or for which you are responsible (including any such Licensed Data embedded in any other material) and provide, at our request, a sworn statement by a duly authorised person that you no longer hold any such Licensed Data (or Login Details or similar details) other than in accordance with Clause 10.6.1(c);
- c) except in the event of termination by us under any of Clauses 10.2.1 to 10.2.5 (inclusive) or Clause 10.4 and subject to Clauses 10.6.2 and 10.6.3, you may retain Licensed Data in an archive following termination or expiry of the Agreement or Contract (as applicable) for the sole purpose of addressing a complaint or challenge from a regulator or other third party regarding your use of such Licensed Data during the term of the Agreement or relevant Contract (as applicable);
- d) you shall cease to be entitled to use any Login Details in order to access the On-Line Ordering Service (or passwords or similar details provided in order to access any other on-line ordering service made available from time to time by us); and
- e) except to the extent provided for by the Agreement or Contract (as applicable) all rights and licences under the Agreement or Contract (as applicable) shall automatically cease and you shall terminate any relevant Sub-licences with immediate effect.

Your rights under Clause 10.6.1(c) are on condition that:



- a) they do not apply to Licensed Data that includes third party IPR (unless provided otherwise in a Contract);
- b) you shall not disclose Licensed Data retained under Clause 10.6.1(c) to any regulator or other third party except to the extent necessary for the relevant purpose and in paper or read-only electronic format only;
- c) you must store such Licensed Data separately from any other OS Data which you hold; and
- d) subject to Clause 12.1, we shall have no liability in respect of the Licensed Data or your use of it following termination or expiry of the Agreement or the relevant Contract (as applicable).

We may terminate your right under Clause 10.6.1(c) at any time in the event that:

- a) you use or disclose the relevant Licensed Data other than strictly in accordance with Clause 10.6.1(c);
- b) you breach any surviving term of the Agreement or Contract (as applicable); and
- c) one of the events in Clauses 10.2.3 to 10.2.5 (inclusive) or 10.4.1 to 10.4.6 (inclusive) occurs, in which event you shall comply with an obligation equivalent to Clause 10.6.1(b) in respect of such Licensed Data.

In the event of termination or expiry of a Contract only, any other Contract shall continue in accordance with its terms, and the effects listed in Clause 10.6.1 shall apply to the terminated or expired Contract only.

The provisions of the Agreement, including the Contracts, intended to survive termination or expiry, including without limitation Clauses 1, 2.2.1, 5.7.3, 5.7.5, 7.5.2, 7.5.3, 8, 10.1, 10.2, shall continue in full force and effect, notwithstanding such termination or expiry.

23. Sub-licences and termination

Subject to Clauses 10.x upon termination of the Agreement, any applicable Contract or a Sub-licence, you shall procure that the relevant Contractor, Reseller, Sub-partner or Customer complies with an obligation equivalent to Clause 10.x to the extent that they hold Licensed Data.

Subject to provisions equivalent to Clauses 10.x

- a) Resellers, Sub-partners and Contractors; and
- b) where set out in the relevant Contract, Customers, may retain Licensed Data in an archive for the sole purpose described in Clause 10.6.1(c) provided that you ensure we have the right to enforce directly the terms between you and them (and between each of them) governing the use of such Licensed Data pursuant to the *Contracts (Rights of Third Parties) Act 1999*.

A Customer may retain Licensed Data which:

- a) has been perpetually licensed to it in accordance with its relevant Licensed Use; and
- b) has been included in Products and/or Services which are paper products held by it.

Where a Customer enters into a new licence (being either a direct licence with us or a licence granted by a duly licensed supplier of OS Data), you must permit that Customer to retain Replica Licensed Data (as defined in the Distribution Contract) and data derived from that Licensed Data after the termination of the Agreement, and subject to the terms of the new licence, provided that:

- a) the commencement date of the new licence must fall on or before the date on which the Agreement terminates; and
- b) the Customer may only retain Licensed Data which does not contain third party IPR (unless such retention is permitted under the relevant contract) and to the extent that it is both:
 - i) the same OS Data; and
 - ii) for the same area of coverage,as the data licensed to the Customer under the new licence.

Liabilities

24. You are responsible for all use of Licensed Data obtained using your Login Details and any other similar information (such as user names and passwords).

Assignment, subcontracting and sublicensing

25. Except as provided in the Agreement, or as otherwise agreed from time to time, neither party may assign, subcontract or sublicense their rights and obligations under the Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld.
26. We are entitled to assign, transfer, novate, subcontract or sublicense the benefits and obligations of the Agreement to any government body or nominated subcontractor or, in the event of the transfer of all or any of our activities or functions to any other entity, to the entity to which our activities or functions have been transferred. You agree to the assumption of our obligations under the Agreement by that entity and, if required, shall enter into an agreement to this effect.

