

TYPICAL STANDARD MAPOLITICAL LICENCE

THE 'MAPOLITICAL' (POLITICAL ASSET AND STAKHOLDER MAPPING APPLICATION)

ONLINE SERVICE LICENCE ref XXXXXXXXXXXXXXXXXX

CLIENT NAME

COMMENCEMENT DATETBA

AND THEREAFTER ANNUALLY on ...TBA

**PLEASE READ THIS LICENCE CAREFULLY BEFORE USING THE
'MAPOLITICAL' ON-LINE SERVICE. BY USING THIS SERVICE, YOU AGREE TO
BECOME BOUND BY THE TERMS OF THIS LICENCE. THIS LICENCE TAKES
PRECEDENCE OVER ANY OTHER STATED OR IMPLIED CONDITIONS.**

The "Mapolitical on-line Service Program" (hereafter called "On-line Service") is licenced to **CLIENT Name and address** (hereafter called 'The Company') for use only under the terms of this Licence, and **Commercial Evaluations Ltd, Holly House, 220 New London Road, CHELMSFORD, Essex CM2 9AE** reserves any rights not expressly granted to The Company. This Licence gives permission to The Company to access the On-line Service, but Commercial Evaluations Ltd retain ownership of the On-line Service the software and data contained therein (apart from data entered into the Strategic On-line User Notes by the company).

1. Licence

This Licence allows The Company to:

(a) Use the On-line Service for up to **Ten (10)** Users (non-divisible). To "use" the On-line Service means the On-Line Service and data which is accessed over the Internet (World Wide Web). Commercial Evaluations Ltd will monitor the usage of the On-Line Service to ensure Licence adherence.

(b) Commence use of the On-line Service upon receipt by The Company of the entry Passwords and invoice from Commercial Evaluations Ltd resulting from receipt of a valid Company Purchase Order.

(c) The Licence will last for a period of **(1) ONE YEAR** from the commencement of the date of the Licence or renewal. The Licence will be renewable on a rolling yearly basis. Licence renewal commences upon agreement between The Company and Commercial Evaluations Ltd and receipt by the Company of a Commercial Evaluations Ltd's invoice for use of the On-line Service for a further year(s).

(d) All Data will be held on the Commercial Evaluations Mapolitical server available for registered Company Users to access by means of user name and password.

(e) All Mapolitical Data is security seeded and monitored to ensure Licence adherence.

2. Restrictions.

a) The On-line Service contains software trade secrets in its human perceivable form and, to protect them, The Company may not REVERSE ENGINEER, DECOMPILE, DISASSEMBLE OR OTHERWISE REDUCE THE SOFTWARE TO ANY HUMAN PERCEIVABLE FORM. YOU MAY NOT MODIFY, ADAPT, COPY TRANSLATE, RENT, LEASE. LOAN OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE OR ANY PART THEREOF.

- b) This Licence does NOT allow The Company to transfer any of The Company's rights under this Licence to another party or Company without prior written consent from Commercial Evaluations Ltd.
- c) Maps and map data are provided under third Party Licences. This Licence does NOT allow the maps to be used for commercial exploitation outside the normal use of the System as defined in this Licence. For all such requirements permission should be sought from Commercial Evaluations Ltd.
- d) This Licence does NOT allow data to be exported from the Online Service into another database for beneficial multi-user use (e.g. a CRM (apart from Tractivity), Web based, on-line service or application, or any other use without the permission of Commercial Evaluations Ltd. However our Data format is compatible with most reputable commercial CRM systems and should permission be sought it would not be unreasonably withheld subject to technical / cost discussions. Our Data is compatible with the Tractivity SRM system.
- e) This Licence does NOT allow the Data to be exported from the Online Service and provided free of charge or sold individually or as part of a service or provided to others for re-sale.
- f) Any Communications and the content thereof made to governmental and other stakeholder contacts using the Online Service by the company will be at the sole responsibility of the Company.
- g) The Company should make reasonable endeavours to ensure that Online Service is secure (not available to unregistered in-house or external Users) and that the Data is not used by their Users for abusive or criminal use.

3. **Location Search.**

Location and political stakeholder mapping Searches using the click-on interactive map are carried out by using Royal Mail postcodes and associated Ordnance Survey Data. Postcodes and their associated locations can be inaccurate by up to several hundred meters in any one street and can sometimes cross Ward, Constituency or other boundaries. When using a system location search closely adjacent to or on a boundary (Ward, Constituency, other) the User may occasionally find an error in the political stakeholder make-up for the location requested, due to this reason.

If a Boundary edge case error of this type is found the Registered User can:-

- * Either click on the map to produce additional locations either side of the boundary. This will ensure all political stakeholders are captured and then the User can remove any unwanted locations from the Location list before creating any person reports or saving an Aggregation etc. Alternatively the User can amend the found contact Data in a saved spread sheet accordingly, OR
- * Notify Commercial Evaluations, who will check and make reasonable endeavours to manually correct the Data, although this may not be possible in every case.

4. **Political Boundary Data**

UK Constituency, Council, Ward and Parish Council Boundary Data is obtained and refreshed by O.S. Boundary-Line and O.S. (Northern Ireland) under Licence. Boundary changes

resulting from Local and National Elections will be updated as and when the Data is made publically available from the above sources

5. **System Browser Compatibility**

The main features and functions of the application have been successfully tested and are compatible with the following web browsers:-

Internet Explorer 11.0.0600.18617
Update Version - 11.0.40

Microsoft Edge (for Windows 10 Desktop) Product Version 11.00.14393.693

Google Chrome Version 63.0.3239.84

Mozilla Firefox Version 57.0.4

Safari Version 10.0.3 (11602.4.8.0.1) and Version 11

6. **Termination.**

This Licence is effective until terminated. This Licence may terminate (by giving 30 days prior notice) by Commercial Evaluations Ltd if The Company fail to comply with any provision of this Licence and could result in judicial resolution. If after the Licence period the Licence is not renewed then all Mapolitical Online Service Data should be removed from all Company hard drives / computer storage devices.

7. **Passwords.**

The On-Line Service licenced to The Company contains features which are protected by certain passwords. The Company is not authorised to enter, remove or change such passwords without prior permission, and only Commercial Evaluations Ltd is authorised to enter, remove, change or issue such passwords.

Individual usernames and passwords issued to the Company should be kept confidential to the Registered User. The Company should notify Commercial Evaluations Ltd if a Registered User leaves The Company or is no longer required to be a Registered User.

For security reasons a default export limit of 2000 data records will initially be set. For data exports in excess of this, the export gate will be opened upon request, as and when, to the Registered User(s) by Email to Commercial Evaluations Ltd

8. **Data Protection**

Commercial Evaluations Ltd provide Data in accordance with the following United Kingdom Data Protection legislation:

The Data Protection Act 2018 and any laws or regulations implementing Directive 95/46/EC (Data Protection Directive); and/or

The General Data Protection Regulation (EU) 2016/679 (GDPR), and/or any corresponding or equivalent UK national laws or regulations

All the Data provided by Commercial Evaluations Ltd is Public Domain Data attributed to publically elected representatives and Statutory Officers. This Data is freely available from several public Domain sources as is required as part of a UK citizen's democratic rights to communicate with elected representatives and statutory Local Authority Officers.

9. **On-line Notes**

If you are a user of the On-line Notes then the following applies:

- (a) All information entered into the On-line Notes module by the Company will be held confidential to the Company. The On-line Notes are for the Company's use only and will not be disclosed to any other parties without written permission from the Company.
- b) The Company should ensure that all data entered into the On-line Notes should comply with the conditions of Data Protection as defined in Clause 8.

10. **Limited Warranty.**

Commercial Evaluations Ltd warrants that it will make reasonable endeavours to maintain the On-Line Service. During Data update the On-Line Service may be temporarily unavailable. Commercial Evaluations Ltd's entire liability and the Company's sole and exclusive remedy for any breach of the foregoing limited warranty will be, at Commercial Evaluations Ltd's option, to repair the On-Line Service.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY COMMERCIAL EVALUATIONS LTD AND COMMERCIAL EVALUATIONS LTD AND ITS LICENSERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE, THE DATA CONTAINED THEREIN AND ACCOMPANYING WRITTEN MATERIALS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

11. **Limitation of Remedies and Damages.**

In no event will Commercial Evaluations Ltd, its parent or subsidiaries or any of the directors, officers, employees or affiliates of any of the foregoing be liable to The Company for any consequential, incidental, indirect or special damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information and the like) whether foreseeable or unforeseeable, arising out of the use of or inability to use the On-Line Service, its data or accompanying written materials, regardless of the basis of the claim and even if Commercial Evaluations Ltd or a Commercial Evaluations Ltd representative has been advised of the possibility of such damages Commercial Evaluations Ltd's liability to The Company for direct damages for any cause whatsoever, and regardless of the form of the action will be limited to five percent (5%) of the portion of the yearly Licence Fee for the

On-Line Service that caused the damages.

THIS LIMITATION WILL NOT APPLY IN CASE OF PERSONAL INJURY ONLY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU

12. **Force Majeure**

The provision of any internet services depends on a combination of National and Local communications suppliers (e.g. BT and other agencies, energy providers etc.). Commercial Evaluations will not be responsible for any typical Force Majeure events including natural causes (fire, storms, floods), governmental or societal actions (war, invasion, civil unrest, labour strikes), infrastructure failures (transportation, energy,), etc.

13. **Licence Fee**

The Licence Fee will be paid 30 days from receipt of an invoice from Commercial Evaluations Ltd. The Licence fee for a further year becomes due after a period of one year from the Annual Licence Commencement / renewal Date.

14. **General**

This Licence will be construed under English law, except for that body of law dealing with conflicts of law. If any provision of this Licence shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Licence will remain in full force and effect.

APPENDIX 1- QUOTATION



Commercial Evaluations Ltd

Information Management Consultants

DATE

ref 205/ MH

Dear **XXXXX**,

Mapolitical Quotation for **CLIENT NAME**

Introduction, Presentation and discussion

It was clear from our discussions that Mapolitical could have several applications in CLIENT NAME, especially with the GIS shapefile integration of existing CLIENT NAME boundaries plus new or existing routes. As demonstrated using the Map Draw and Route Draw modules you can create bespoke boundaries / routes and incident areas. These functions provide prompt communication with local communities and National VIP political stakeholders, and as discussed are regularly used during serious climate issues and disasters by our Utility clients.

Mapolitical Application

Mapolitical is a stakeholder database linked to a mapping system which enables our clients to click anywhere on a UK map down to street level and immediately connect with the relevant VIP stakeholders (MPs, Ward Councillors, L.A. Officers, Parish Councillors, MSPs, Welsh MSs, NI Assembly Members and GLA). In addition, routes (road, rail, pipes, underground & o/h cables), Assets, towns, secure and environmental areas, etc. can be plotted on the map and saved. Once saved, the stakeholders (Local/National Government Legislators and officials) are refreshed daily.

We are advised that Mapolitical is unique and there is no other similar professional Application of its kind in the UK and possibly overseas.

Business Case:

Feed-back from our clients advise us that political stakeholder identification and analysis produced from a Mapolitical search in a matter of minutes, can be equivalent to several man weeks / months of manual research and analysis work.

Experience:

As you know, we already successfully supply Mapolitical to many large Utilities (e.g. Anglian Water, Affinity Water, Severn Trent Water, Cadent Gas, Wales & West Utilities, NGN, SGN, BUTE Energy, UKPN, SP Energy, NPg, SSEN, Network Rail plus other renewable Energy Utilities), Government Depts. (e.g. TFL, DfT, East West Rail (EWR), National Highways, CAA, Post Office and MHCLG.

Quotation to CLIENT NAME

Mapolitical Annual fees in Pounds Sterling excluding VAT subject to our Licence.

All our prices are our UK standard prices accepted by our current UK Utility clients.

As previously discussed our annual fees consist of two elements:-

1) The core system which consists of the main map location system and geo-located stakeholder Database.

The core system provides the map communications platform including the 'click on map search and route planning functionality' plus political boundaries (i.e. Constituencies, Council Wards, Devolved Parliamentarians etc.) supported by our central Database covering daily refreshed contact data, biographies, photo images, area analysis covering Westminster MPs, House of Lords, Scottish Parliament (MSPs), Welsh Parliament (MSs), NI Assembly, Greater London Assembly, Local Authority Councillors, Portfolio Holders and Council Officers.

2) Options - Additional optional features to suit CLIENT NAME's daily operational needs.

As requested we have put together some 'Mapolitical Options' which are popular with our clients. These can be mixed and matched accordingly.

a) As discussed and demonstrated, as part of the optional features we can load additional GIS Shape files covering existing and new water pipelines and assets etc. This can be done seamlessly at any time during the Licence year.

We have provisionally costed for the inclusion of your CLIENT NAME area boundaries (valid boundary GIS Shape files to be provided) and a combined boundary if available (otherwise we can try to generate it from the Supply and Waste boundaries). In addition we can integrate an option a range of GIS shape files (TBA). The CLIENT NAME Operating boundaries will allow Users to do accurate stakeholder searches across each boundary.

b) Provision of Parish Council Clerks and Parish boundaries. As you know, in many cases communicating to Parish Council Clerks can play a vital part in successfully implementing / maintaining a new build or existing infrastructure.

c) Using our in-house research team we can provide bespoke research for client stakeholders (schools, hospitals, GP surgeries etc.) and geo-locate them into the map search system....TBA. This can happen any time in the Licence year.

d) Map-Draw / Route Draw Module Option: The capability to draw and save your own boundary report areas on the map as well as drawing new routes for consultation, communications and risk analysis. These modules are interdependent and non-divisible. Routes can also be drawn using 'Route Draw' (combined with the buffer function) or we could load these into Mapolitical as GIS. This can be done at any time during the Licence year.

All prices and conditions are subject to our standard Mapolitical Licence, which is an annual rolling licence renewable on an annual basis. Our standard licence is a 10 User Licence non-divisible, however there is no limit to the additional number of registered CLIENT NAME Users. Please see later.

CRM Compatibility

Although we have a 'partnership' with Tractivity, we have developed generic Data APIs (available daily), which have been used by our clients for integration into their professional CRM / SRM system e.g.

Salesforce, Oracle. If this is of interest, a separate technical discussion will need to be held with your CRM/SRM engineers.

As demonstrated, as an interim for emergency purposes, mail shots can be carried out directly from our EXCEL Data export.

Training and Assistance

For a ten User Licence we provide three complimentary training courses during the Licence year via a shared-screen conference call. If additional Users are taken then additional courses will be available.

We also have a complimentary consultancy service for general queries and additional help via Email or for urgent matters by direct phone call (during normal working hours). Our data is refreshed on a daily / weekly basis and is fully GDPR compliant. Should a user find a change of contact Data, once notified to us by Email, our research team will check, refresh and make live in 24/48 hours.

Application / Option	Year 1
Mapolitical core system (mandatory) annual fee	£XXXXXX
Max 10 Users non-divisible	
Option 1	
Parish Council Clerks and Parish Boundaries annual fee	£XXXXX
Option 2	
The addition of CLIENT NAME Boundaries (Data provided in GIS shapefile format) annual fee	£XXXXX
Option 3	
Map-Draw Module + Route Draw module as demonstrated (non-divisible) annual fee	£XXXXX
Total annual Fee Y1 for the Core System + all Options	£XXXXXX
Payment: 100% at commencement of Licence	

Administration and CLIENT NAME password security

For multi-use of Mapolitical, we recommend that you nominate a CLIENT NAME Mapolitical Administrator to oversee personnel changes, passwords, organise training sessions, and be our main communication point within CLIENT NAME.

Mapolitical and Tractivity

We have a partnership with Tractivity, in that our elected political stakeholder Data can be seamlessly imported into the Tractivity SRM system free of charge, thus providing a complete communication system. Please see <https://www.mapolitical.com/tractivity-partnership> for more information.

General

I hope the above is useful for you to move forward, please let me know if you require more information.

Kind regards

Mike

Mike Hickman FIET
Managing Director and Co-founder
Commercial Evaluations Ltd
01245 420048

APPENDIX 2 - ORDER SUMMARY.

As determined from our quotation (see Appendix 1) the following items have been ordered

The Core module plus options covering Parish Clerks and boundaries, The addition of CLIENT NAME 'Operating Boundaries' provided by the Company in GIS shapefile format, Map-Draw + Route Draw module as demonstrated (non-divisible).

Total year 1 amount excluding VAT£XXXX