

CACI LIMITED ("CACI") - TERMS AND CONDITIONS

DEFINITIONS

"Agreement": comprises (i) these terms and conditions, (ii) the Call-Off Contract, and (iii) the relevant annexes as follows:

- (a) The Special Conditions set out at Annex 1 shall apply to InSite Everywhere Deliverables;
- (b) The Special Conditions set out at Annex 2 shall apply to Hosted InSite Deliverables
- (c) The Special Conditions set out at Annex 3 shall apply to CACI datasets Deliverables (such as Acorn, Ocean, Fresco, Paycheck, StreetValue, etc.);
- (d) The Special Conditions set out at Annex 4 shall apply to Pin Routes Deliverables
- (e) The Special Conditions set out in Annex 5 shall apply to Deliverables that include Ordnance Survey data (being AddressBase, AddressBase Plus, Address Premium, LLPG, NLPG, and any other data stated in the Call-Off Contract as being or including Ordnance Survey data).
- (f) The Special Conditions set out in Annex 6 shall apply to API Deliverables.
- (g) The Special Conditions set out in Annex 7 shall apply where third party data is part of the Deliverables.
- (h) The Special Conditions set out in Annex 8 shall apply where AI Assistant or the Intelligence Platform is part of the Deliverables

In the event of a conflict or inconsistency between the provisions of the above documents the order of priority is (i) any relevant Annex; (ii) these Terms and Conditions.

"AI System": means a machine-based system that is designed to operate with varying levels of autonomy.

"Commencement Date": the date that the Agreement is signed by the Client.

"Confidential Information": all information, data or material of whatsoever nature in any form which is necessary for either party to disclose to the other pursuant to this Agreement and anything the receiving party creates which is derived from or based upon the information data or materials disclosed to it by the disclosing party. It shall not include any information or materials which: (a) are in or enter into the public domain (other than as a result of disclosure by the receiving party or any third party to whom the receiving party disclosed such information); (b) were already in the lawful possession of the receiving party prior to the disclosure by the disclosing party; (c) are subsequently obtained by the receiving party from a third party who is free to disclose them to the receiving party; or (d) are required to be disclosed by law or regulatory authority.

"Client Data": any data or information that CACI requires the Client to supply to it under this Agreement.

"Client Generated Data": any data generated by the Client using the Software and/or Data, whether or not in conjunction with the Client's own or 3rd party data, during the Term of this Agreement.

"Client Generated Reports": reports generated by the Client during the Term using the Software and/or Data, and which reports only contain an insubstantial part of the Data.

"Data": data used in providing the Services that is owned by CACI or licensed by CACI from third parties.

"Deliverables": the results, reports, charts, Data, Software, summaries, comments, analysis or other materials provided by CACI to the Client.

"DP Legislation": means the Data Protection Act 2018, the UK GDPR (as defined in the data protection schedule), the UK GDPR (as defined in section 3(10) (as amended) (as supplemented by section 205(4)) of the Data Protection Act 2018) and any successor legislation in force in the UK from time to time.

"Fees": the fees payable during the Term of this Agreement as set out in the Call-Off Contract (unless **otherwise stated Fees are exclusive of VAT which shall be payable at the applicable rate**).

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"Individual Contractor": means individual contractors who are employed by a party with which CACI has a commercial agreement and which confirms that all income tax, national insurance and other employment taxes are paid in respect of that individual contractor

"IPR": intellectual property rights including copyright, database rights, trademarks, design rights, patents and/or know how.

"Schedules": any schedule attached hereto. **"Services"**: the supply of Deliverables and any other services described in the Agreement.

"Software": any CACI software described in the Agreement that is licenced to the Client under this Agreement.

"Statement of Work" or "SOW": any statement of work entered into under the terms of this Agreement.

"Term": the term of this Agreement as set out in the Call-Off Contract.

Any reference to the singular includes the plural and *vice versa* (unless the context otherwise requires).

1. THE SERVICES

1.1 The Client appoints CACI and CACI accepts such appointment to (a) provide the Services, and (b) licence the Deliverables, Software, and/or Data upon the terms and conditions of this Agreement.

1.2 If required pursuant to the Agreement, the Client shall supply the Client Data to CACI in a timely manner and acknowledges that a delay in providing the same would cause a delay in CACI providing the Services.

2. FEES

2.1 CACI shall invoice the Client for the Fees as set out in the Call-Off Contract. If the Call-Off Contract is silent on the invoicing schedule or payment terms, CACI shall invoice the Client for the Fees on or about the Commencement Date and where applicable, on each subsequent anniversary of the Commencement Date during the Term and all invoices shall be subject to payment within 30 days of the invoice date.

2.2 Where the Client requires a purchase order number to be generated prior to CACI invoicing the Client, the Client shall generate such purchase order number within 10 calendar days of CACI's reasonable request. If the Client fails to generate a purchase order number in accordance with this clause 2.2, then CACI's invoice shall be valid and payable without it.

2.3 If the Client is in material default of clause 2.1, in addition to any other remedies in this Agreement, all of the Fees under the Agreement shall immediately become payable.

2.4 CACI shall not be liable for any administrative charges including, but not limited to, charges relating to the processing of invoices by the Client.

2.5 Unless otherwise stated in the Call-Off Contract, Fees are exclusive of reasonable expenses incurred by CACI (e.g. travel), which shall be charged in addition to the Fees subject to prior approval by the Client.

3. LICENCE GRANTS

3.1 CACI grants to the Client a non-exclusive (a) licence during the Term to use the Deliverables, Software, Data and/or Client Generated Data provided to the Client, and/or (b) perpetual licence to use the Client Generated Reports, subject to these terms and conditions on a non-exclusive, non-transferable basis for the bona fide and proper purposes of its business and subject to clause 4.1.

- 3.2 The Client hereby grants to CACI a non-exclusive licence to use the Client Data during the Term solely to provide the Services.

4. LICENCE RESTRICTIONS

- 4.1 The Client shall not be entitled to disclose to any third party the whole or part of the Deliverables, Software, Data, Client Generated Data and/or Client Generated Reports provided to the Client except to (a) provide or market its own goods and/or services to its customers or prospective customers, and/or (b) third parties approved in writing by CACI (such approval not to be unreasonably withheld) to use the same for analysis, consultancy, processing, evaluation and/or enhancement solely for the benefit of the Client's business and subject to Client procuring that the said third party complies with clauses 3.1, 4, 5.3, 6 and 7.
- 4.2 All the Deliverables provided under this Agreement are at all times subject to CACI's and their third party providers' copyrights, which notices can be found at <http://www.caci.co.uk/copyrightnotices.pdf>. The said webpage is subject to changes from time to time in relation to the copyright notices as required by the third party data providers.
- 4.3 The Client shall ensure that all proprietary notices contained in or on the Deliverables, Client Generated Data, Client Generated Reports and/or Software are reproduced on every copy made thereof in whole or part and are not removed, altered or obliterated. On each copy of the Deliverables that the Client produces, modifies or distributes, the Client shall include the following statement: "The applicable copyright notices can be found at <http://www.caci.co.uk/copyrightnotices.pdf>", as updated from time to time.
- 4.4 The Client shall not modify, decompile, recompile, disassemble or reverse engineer any Deliverables, Data, or Software licenced to it by CACI.
- 4.5 Except for backup purposes or as otherwise expressly provided in this Agreement, the Client shall not use, reproduce, sell, licence, dispose of, deal with, rent, lease, sublicense, loan, modify, adapt, or use for the benefit of a third party, the whole or any part of the Deliverables, Software and/or Data.
- 4.6 The Client shall not export the Deliverables to any country to which export or transmission is restricted by the laws and regulations of the United Kingdom, the European Union and/or the United States of America.
- 4.7 The Client shall not itself, nor shall it permit any third party to, incorporate or submit the whole or any part of the Deliverables to any AI System, whether proprietary to Client or licensed from a third party, save with CACI's prior written consent. Such consent, if granted by CACI in its sole discretion, shall be conditional upon Client demonstrating to CACI's satisfaction that (i) the Client can remove all elements of the Deliverables and any material derived from them from the AI System on the expiry or earlier termination of this Agreement (for example by use of retrieval augmented technologies); (ii) that no third party shall have access to the whole or part of the Deliverables in any AI System, including the licensor of the AI System; and (iii) any other reasonable conditions required by CACI.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 All IPR (a) owned or licensed by a party before the Commencement Date and (b) created, developed or

licensed by that party after the Commencement Date independently of this Agreement, shall continue to vest in that party and/or its licensors.

- 5.2 Subject to clauses 3.2 and 5.1 above all IPR in the Deliverables, Client Generated Data and/or Client Generated Reports and any modifications and copies thereof, vest in CACI or its licensors at all times.
- 5.3 The Client agrees to the flow down terms in respect of third-party data contained in the Data/Deliverables as set out in the applicable Annexes or referred to in the Call-Off Contract.
- 5.4 Where CACI updates the Deliverables during the Term, CACI shall use reasonable endeavours to provide the Client with 14 days' notice. Upon provision of any updates of the Deliverables to the Client during the Term of the Agreement, the Client's licence to use any previous versions shall expire and the Client agrees not to use them. Instead, the Client shall download and/or use the most current version of the Deliverables provided or made available to it by CACI.

6. PUBLIC STATEMENTS

- 6.1 The Client shall not disclose the Deliverables, Client Generated Data and/or Client Generated Reports publicly in any manner that is likely to or does harm CACI's reputation or business. The Client also agrees not to use the Deliverables, Client Generated Data and/or Client Generated Reports in any manner that could or does exaggerate, distort or misrepresent the findings of or data supplied by CACI.
- 6.2 Any public statement, marketing material, press releases or the like that contain the whole or any part of the Deliverables, Client Generated Data and/or Client Generated Reports shall only be (a) disclosed upon prior written consent of CACI (which consent shall not be unreasonably withheld), and (b) accompanied by an acknowledgement that such material is supplied by CACI.
- 6.3 Each party shall be entitled to list the other as its service provider or client in marketing/promotional material.
- 6.4 The Deliverables, Client Generated Data and/or Client Generated Reports shall not be used to make any statements that are defamatory, false, misleading and/or that are likely to give rise to any civil or criminal offence.

7. CONFIDENTIALITY AND DATA PROTECTION

- 7.1 The receiving party agrees that it shall: (a) use the Confidential Information only to fulfil its obligations pursuant to this Agreement; (b) treat all Confidential Information of the disclosing party as confidential; (c) not, without the express written consent of the disclosing party, disclose the Confidential Information or any part of it to any person except to the receiving party's directors, employees, parent company, agreed subsidiaries or agreed subcontractors, who need access to such Confidential Information for use in connection with the Services and who are bound by similar confidentiality and non-use obligations; and (d) comply as soon as practicable with any written request from the disclosing party to destroy or return any of the disclosing party's Confidential Information (and all copies, summaries and extracts of such Confidential Information) then in the receiving party's power or possession. For the avoidance of doubt, any CACI subsidiary controlled by CACI is an agreed subsidiary for the purposes of this Agreement.
- 7.2 CACI acknowledges that the Client is subject to the provisions of the Freedom of Information Act 2000 ("FOIA 2000") and agrees that the Client shall not be in breach of

this Agreement if it discloses in good faith any Confidential Information or other information in response to a request for information under the FOIA 2000, as long as the Client has considered and applied where relevant the exemptions from disclosure under section 43(1) and section 43(2) of the FOIA 2000.

8. CACI'S OBLIGATIONS

- 8.1 CACI shall use reasonable skill and care in providing the Services. However, the Client acknowledges and accepts that the Data and/or the Deliverables may (a) be created in whole or part using forecasting or predictive models and/or third party data and are not guaranteed to be error free by CACI, (b) contain data based on estimates derived from samples, and/or (c) be subject to the limits of statistical errors/rounding up or down.
- 8.2 Except for title warranties all other implied warranties are excluded, including warranties for satisfactory quality and fitness for a particular purpose. Where CACI supplies address data as part of the Deliverables, CACI confirms that the said data has been cleansed against Royal Mail's PAF® data. In respect of any consultancy work carried out under this Agreement, CACI shall use its reasonable endeavours to meet any timescales for delivery of the Services and/or Deliverables as set out in this Agreement. The parties acknowledge and agree that any such timescales are estimates only and time for delivery of such Services and/or Deliverables shall not be of the essence. CACI shall use its reasonable endeavours to inform the Client of any changes to said timescales.

9. CLIENT'S OBLIGATIONS

- 9.1 The Client shall be liable for any part of the Fees that has not already been invoiced if: (i) the Client fails to supply any Client Data that is necessary for CACI to be able to complete the performance of the Services within a reasonable period of time after receiving a request for the same from CACI, and/or (ii) the Client otherwise prevents CACI from completing the performance of the Services and/or delivering the Deliverables to the Client by not complying with any Client dependencies set out in the Agreement.

10. LIABILITY

- 10.1 Save for any breach of a third party's IPR caused by the use of CACI Data, for which CACI's liability shall be capped at 200% of the Relevant Fees, CACI's aggregate liability for any claims, demands, damages, costs (including legal costs) and expenses resulting from any tortious act or omission and/or breach of the terms and conditions set out in this Agreement shall not exceed 125% of the Relevant Fees. In this clause, the "Relevant Fees" means the total Fees paid or payable in respect of the relevant Deliverable that is the subject of a claim.
- 10.2 Save for breach of clauses 3 and 4 neither party shall be liable for any loss of revenues, loss of profits, business interruption, ex gratia payments, or indirect loss. Liability is not excluded for (a) fraud or fraudulent misrepresentations, and/or (b) death or personal injury caused by the negligence of either party. CACI shall not be liable for any loss, damage or claim howsoever arising from or in connection with any third party data or third party software, or with the Client's interpretation of the Deliverables, Client Generated Data or Client Generated Reports.
- 10.3 The Client acknowledges the Deliverables may contain or be subject to data which is governed by the Open Government Licence ("OGL Data") and the Client hereby

acknowledges and agrees that such OGL Data will be subject to the terms at: <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>.

- 10.4 For the avoidance of doubt, the OGL Data is licensed to the Client "as is" and all representations, warranties, obligations and liabilities in relation to such OGL Data are hereby excluded to the maximum extent permitted by law. CACI and/or its licensors shall not be liable for any errors or omissions in the OGL Data and shall not be liable for any loss, injury or damage of any kind caused by its use. The Client further acknowledges and agrees that CACI does not guarantee the continued supply of the OGL Data.

11. TERM AND TERMINATION

- 11.1 This Agreement shall commence on the Commencement Date and shall continue until the earlier of the expiry of the Term as set out in the Call-Off Contract, or termination in accordance with this clause 11.
- 11.2 The non-defaulting party may terminate this Agreement for a material breach by the other party which is incapable of remedy or, if capable of remedy, is not remedied within thirty (30) days of notification being given to the defaulting party. This termination right shall be without prejudice to CACI's right, where termination is by CACI for Client's material breach, to promptly receive all payments under this Agreement.
- 11.3 Either party may terminate this Agreement with immediate effect by notice in writing to the other party if that party passes a resolution for its winding-up or a court of competent jurisdiction makes an order for the winding-up or the dissolution of the other party, or an administrative order is made in relation to that party or an administrative receiver is appointed, or the other party makes an arrangement or composition with its creditors generally, or suffers any other act of insolvency.
- 11.4 Upon termination or expiry of this Agreement or if applicable the relevant SOW, the Client agrees to permanently delete all copies of the Deliverables that are subject to a Term Licence and not use the same again. In addition, the Client shall promptly on request confirm in writing to CACI that it has so deleted all copies of the Deliverables.

12. MISCELLANEOUS

- 12.1 Any clauses which in their nature are intended to survive termination (including without limitation clauses 2, 3.1(b), 4-10, 11.2 and 12 inclusive) shall do so.
- 12.2 Both parties shall comply with all applicable laws, statutes and regulations relating to anti-bribery, anti-corruption, tax evasion and anti-slavery including but not limited to the Bribery Act 2010, the Modern Slavery Act 2015 and the Criminal Finances Act 2017.
- 12.3 This Agreement supersedes all prior agreements, arrangements and understandings (and excludes any quotations, proposals, emails and/or other communications of whatever nature) prior to the Commencement Date between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof.
- 12.4 These standard terms and conditions shall supersede any terms and conditions referenced or stated in any purchase order, issued at any time in respect of the goods or services to be supplied under this Agreement, unless the parties sign a written agreement to amend these standard terms and conditions.

- 12.5 Any notice given hereunder shall be sent by post. In the case of a notice to CACI, it shall also be copied to the Chief Legal Officer at the address shown in the Call-Off Contract. Any notice shall be deemed received 48 hours after being sent.
- 12.6 Neither party shall assign or otherwise transfer this Agreement or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other, such consent not to be unreasonably withheld or delayed. CACI agrees not to engage any subcontractor to perform the Services without Client's prior written consent (not to be unreasonably withheld or delayed) save that CACI may engage Individual Contractors. Nothing in this Agreement shall restrict the use by CACI of any cloud providers for the purposes of storage or processing capacity, subject to notification by CACI where Client Data which is personal data is the subject of the cloud storage or processing.
- 12.7 No variation of this Agreement shall be effective unless it is in writing and signed by both parties (or their authorised representatives).
- 12.8 Neither party shall be liable for failure to perform its obligations hereunder due to fires, theft, adverse weather conditions, strikes, loss of internet connectivity, transport problems, terrorism, official government advice, sanctions, changes in law that render the provision of the then-current Services and/or Deliverables unlawful, or Governmental restriction.
- 12.9 No term of this Agreement shall be enforceable by a third party.
- 12.10 Client shall allow CACI access to such records as is reasonably required to assess Client's compliance with this Agreement, such access to be: (i) agreed between the parties upon reasonable notice (being not less than 5 business days); (ii) subject to CACI ensuring that all information obtained or generated in connection with such access is kept strictly confidential in accordance with Clause 7 of this Agreement; (iii) subject to CACI ensuring that such access is undertaken during normal business hours, with minimal disruption to the Client's business, and at dates and times agreed in advance by the Client; and (iv) not more than once in every 12 months.
- 12.11 The laws of England and Wales apply to this Agreement and in the event of a dispute the parties agree to submit to the exclusive jurisdiction of the English courts.

Annex 1: Special Conditions – InSite Everywhere

Definitions

“Contract Year” refers to the 12 month period commencing on the Commencement Date or any anniversary thereof during the Term.

Model runs

- (1) The Annual Fee paid under this Agreement permits the Client to execute up to the number of actions (“Actions”) per Contract Year set out in the Call-Off Contract (the “Permitted Actions”). CACI shall monitor the Permitted Actions executed by the Client during a Contract Year and provide to the Client a report documenting the total number of Actions executed by the Client during such Contract Year on or around the last day of the Contract Year (“Overage Report”). In the event that the Client’s Actions runs exceed the Permitted Actions, CACI shall charge the Client a fee of £1.00 per Action that is additional to the Permitted Actions (“Overage Fee”). CACI shall invoice the Overage Fee to the Client on or around the last day of each Contract Year.

Hosting

- (2) The Software & Data in the Deliverables are to be hosted in the CACI instance located on AWS servers in the United Kingdom and accessed remotely by the Client.
- (3) Client shall promptly, but in any event within 2 hours of detection of or having a reason to suspect a security breach, notify CACI in writing of such suspected or actual security breach. Upon receiving the notification, CACI shall have the right to suspend the hosted service without any liability to the Client until such time that the Client confirms in writing that the security breach has been remedied. Upon receipt of Client’s confirmation, CACI shall review any damage that the security breach has made to the Services and or Deliverables and restore the same at the cost of the Client. CACI shall, after its analysis and restoration (if any) provide the Client with the new access credentials. For the purposes of this clause (3) a security breach is any event, whether accidental, negligent, or intentional, involving an actual or potential compromise to the confidentiality, integrity, or availability of the services provided to the Client by CACI, or to CACI data or systems.
- (4) CACI shall implement and maintain appropriate security measures in accordance with good industry practice against unauthorised internet access to any Client data or the Deliverables (“Security Measures”). However, the Client accepts that CACI cannot prevent unlawful and unauthorised usage of the Internet and therefore, notwithstanding any other term in the Agreement and as long as CACI has taken reasonable Security Measures, the Client releases CACI from any and all responsibility for loss or damage that the Client may incur in the event of any such usage resulting in a third party accessing the Client Data or the Deliverables, where not authorised to do so; for the purposes of this clause “good industry practice” means the exercise of the degree and level of skill, diligence, care and foresight which would reasonably and ordinarily be expected from skilled and experienced personnel engaged in the supply of services substantially similar to the Services under the same or substantially similar circumstances as those applicable to the Agreement.

Copyrights and third party data

- (5) Notwithstanding anything else in this Agreement, all the Deliverables provided under this Agreement are at all times subject to CACI’s and their third party providers’ copyrights, which notices can be found at <http://www.caci.co.uk/copyrightnotices.pdf>. The said webpage is subject to changes from time to time in relation to the copyright notices as required by the third party data providers.
- (6) On each copy of the Deliverables that the Client produces, modifies or distributes, the Client shall include the following statement: “The applicable copyright notices can be found at <http://www.caci.co.uk/copyrightnotices.pdf>”.
- (7) The Client acknowledges and agrees that during the provision of the Services CACI may need to use and/or incorporate other third party data in order to provide the Deliverables. The Client hereby agrees to comply with any additional terms that CACI notifies to it in respect of such third party data.

Support & Maintenance (“Support & Maintenance”)

- (8) The following Support & Maintenance shall be provided for the Initial Term:
- (a) Annual updates: to be provided as and when commercially available.
- (b) Helpdesk: 24 hours to be provided in connection with the use of the Software/Data between the hours of 9.00 to 5.00pm during normal working days in England (excluding public holidays and the period between Christmas and New Year).
- (c) InSite Hub: access to the InSite Hub. The InSite Hub provides details on training courses, frequently asked questions, regular tips, news about new products and many other related Software matters.
- (d) Training: ½ day training for all users

Browser Minimum Specification

- (9) The Client shall be able to access the Deliverables using the latest version of the following web browsers: Google Chrome, Microsoft Edge, and Apple Safari

Warranty

- (10) The Software has been tested using generally available commercial anti-virus software.

Personal Data

- (11) The Client warrants and undertakes that, if it uploads any Personal Data into the Software, it has a lawful purpose under DP Legislation to perform such upload, and agrees to indemnify CACI for any third party claim against CACI resulting from Client’s breach of the warranty and undertaking in this clause.

- (12) The parties agree to comply with the terms of Schedule B in relation to the processing of Personal Data by CACI under this Agreement.

Annex 2: Special Conditions InSite Hosted

- (1) The Software & Data in the Deliverables are to be hosted in the CACI instance located on AWS servers in the United Kingdom and accessed remotely by the Client.
- (2) Client shall promptly, but in any event within 2 hours of detection of or having a reason to suspect a security breach, notify CACI in writing of such suspected or actual security breach. Upon receiving the notification, CACI shall have the right to suspend the hosted service without any liability to the Client until such time that the Client confirms in writing that the security breach has been remedied. Upon receipt of Client's confirmation, CACI shall review any damage that the security breach has made to the Services and or Deliverables and restore the same at the cost of the Client. CACI shall, after its analysis and restoration (if any) provide the Client with the new access credentials. For the purposes of this clause (3) a security breach is any event, whether accidental, negligent, or intentional, involving an actual or potential compromise to the confidentiality, integrity, or availability of the services provided to the Client by CACI, or to CACI data or systems.
- (3) CACI shall implement and maintain appropriate security measures in accordance with good industry practice against unauthorised internet access to any Client data or the Deliverables ("Security Measures"). However, the Client accepts that CACI cannot prevent unlawful and unauthorised usage of the Internet and therefore, notwithstanding any other term in the Agreement and as long as CACI has taken reasonable Security Measures, the Client releases CACI from any and all responsibility for loss or damage that the Client may incur in the event of any such usage resulting in a third party accessing the Client Data or the Deliverables, where not authorised to do so; for the purposes of this clause "good industry practice" means the exercise of the degree and level of skill, diligence, care and foresight which would reasonably and ordinarily be expected from skilled and experienced personnel engaged in the supply of services substantially similar to the Services under the same or substantially similar circumstances as those applicable to the Agreement.

SUPPORT & MAINTENANCE ("SUPPORT & MAINTENANCE")

(4) The following Support & Maintenance shall be provided for the Initial Term:

(a) **InSite Consultant Days*** included in the Support & Maintenance: 2 days per annum.

* InSite Consultant Days means 10:00 to 16:00 during normal working days in England (excluding any public holidays and the period between Christmas and New Year). CACI requires at least five days' notice of the Client's intention to cancel a InSite Consultant Day for training/support.

- (b) **InSite Consultant Days for support:** (i) to cover general advice and assistance on the use of the InSite Software only; (ii) to be held at mutually agreed location or remotely via an agreed method; and (iii) to be limited to a maximum of 2 people in attendance at any one time. InSite consultancy days cannot be swapped for other project or data services outside of InSite.
- (c) **Annual updates:** to be provided as and when commercially available.
- (d) **Helpdesk:** 48 hours to be provided in connection with the use of the Software/Data between the hours of 9.00 to 5.00pm during normal working days in England (excluding public holidays and the period between Christmas and New Year).
- (e) **InSite Hub:** access to the InSite Hub. The InSite Hub provides details on training courses, frequently asked questions, regular tips, news about new products and many other related Software matters.
- (f) **Training:** CACI training for the InSite Software is included. The Client shall be permitted to send a maximum of 4 representatives to CACI scheduled InSite training (i.e., one person can attend 4 training courses, or four people can attend one training course) per month, subject to course availability. CACI training will be held at CACI's offices or remotely via Microsoft Teams. An administration fee of £ 250 will be incurred and invoiced for each course the Client cancels within 2 working days of the CACI scheduled InSite training date. Bespoke training course are available, subject to written agreement in relation to scope and fees.

Annex 3: Special Conditions – CACI datasets

The Client warrants that it shall not use the Deliverables, nor permit them to be used, to identify and target individuals for a purpose other than supporting social responsibility and to affect change for good. In particular, but without limiting the generality of the foregoing, the Client warrants that it shall not use the Deliverables, nor permit them to be used, to identify and target individuals for the following purposes :-

(i) for promoting or selling services and/or products to vulnerable individuals or those with low disposable income that are not suitable or appropriate for those individuals; and/or

(ii) in any way that would result in unfair or unethical: targeting, profiling, and/or commercial treatment, of vulnerable individuals or those on low income.

Where the Dataset is Wellbeing Acorn

The Client warrants that it shall not use the Deliverables (i) to attempt to obtain or derive information relating specifically to individuals with health challenges for a purpose other than supporting corporate social responsibility and affect change for good; and/or (ii) for the purposes of promoting or selling services and/or products to individuals with health challenges that are not suitable or appropriate for those individuals; and/or (iii) in any way that would result in unfair or unethical targeting, profiling, and/or commercial treatment of individuals with health challenges.

Annex 4: Special Conditions – Pin Routes

Supported Internet Browsers for Pin Routes (at the latest version):

Google Chrome

Microsoft Edge

CACI's and all other third party notices applicable to the Deliverables provided under the Agreement can be found at <http://www.caci.co.uk/copyrightnotices.pdf>. The said webpage is subject to changes from time to time in relation to the copyright notices as required by the third party data providers.

Where the data included is Open Data, use of this data is subject to the Open Government Licence terms and conditions which are available here: <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3>

On each copy of the Deliverables the Client produces, modifies or distributes, the Client shall include the following statement: "The applicable copyright notices can be found at <http://www.caci.co.uk/copyrightnotices.pdf>".

The Deliverables may be used for End-User Deployment Mobile Asset Management – Optimisation applications only. This means an application where the Deliverables are involved in calculating the order of destinations, way points and/or the routes thereto for an asset (e.g. a vehicle, person or other mobile asset), based on the availability, position and/or routing of at least one other asset. An example of Optimization would be the creation of daily visit schedules for a team of field engineers based on a common source of potential visits.

The application shall be deployed on the Client's IT infrastructure and accessed only by employees of the Client for no more than number of Vehicles set out in the Call-off Contract, above in total across the Client's fleet (including any third party vehicles operating on the Client's behalf).

Additional Special Conditions apply (see annex 7):

Inrix

Here Maps

Here Platform

Azure terms located at <https://www.microsoft.com/en-us/legal/terms-of-use>

Annex 5: Special Conditions – OS data/products

Additional Definitions:

“Framework Agreement”: the agreements entered into between CACI and the Ordnance Survey including, but not limited to:

- (i) the Framework Agreement dated 9th October 2012, as amended by the Variation Letter dated 3rd October 2012 and as further amended by the new changes which came into effect in October 2015, and shall include any future amendments released thereto;
- (ii) the Distribution Contract dated 9th October 2012 as amended by Amendment 1 dated 16th January 2013 and further amended by the new Distribution Contract dated March 2016, and shall include any future amendments released thereto;
- (iii) The Royal Mail PAF Data Solutions Provider Licence dated 27th March 2015 (with an Effective Date of 1st April 2015), and shall include any future amendments released thereto; and
- (iv) The Royal Mail PAF Data Supply Licence dated 27th March 2015 (with an Effective Date of 1st April 2015), and shall include any future amendments released thereto.

“Ordnance Survey”: The Secretary of State for Business, Innovation and Skills, acting through Ordnance Survey whose principal place of business is at Explorer House, Adanac Drive, Southampton, UK, SO16 0AS.

“Ordnance Survey Data”: AddressBase®, AddressBase® Plus, AddressBase® Premium, LLPG and/or NLPG and any copies made thereto.

“PAF” means the database, or any part of it, known as the “Postcode Address File” containing all known delivery address and Postcode information in the United Kingdom as may be amended from time to time. PAF is a registered trade mark of Royal Mail.

“PSGA”: the Public Sector Geospatial Agreement.

“Royal Mail”: Royal Mail® Group Plc.

“Royal Mail Data”: any or all of PAF® including any extracts from or updates to the same, as supplied or contained in the Ordnance Survey Data and/or the Deliverables.

“Terminal”: laptop, PC, workstation or other equipment containing a screen on which the Deliverables may be displayed or used, and which is internal or personal to the Client.

“Third Party Data”: Royal Mail Data and Ordnance Survey Data.

“User”: an individual authorised by the Client to use the Deliverables.

Additional Licence Restrictions:

1. The Client shall not at any time conduct its business in a manner which would reflect unfavourably on the Third Party Data and on the good name and reputation of the Ordnance Survey and/or Royal Mail.
2. The Client shall not copy or reproduce, extract, publish or reutilise the whole or any part of the Third Party Data.

Additional IPR provisions:

3. The Third Party Data and all IPR subsisting in and/or relating to the Third Party Data contained in the Deliverables from time to time are and shall remain the property of Royal Mail, Ordnance Survey or its licensors respectively. The Client shall acquire no rights in the Third Party Data or the IPR except as expressly provided in this Agreement.
4. The Agreement shall not operate as an assignment by CACI, Royal Mail and/or Ordnance Survey of any IPR subsisting in the Third Party Data and/or the Deliverables.
5. Royal Mail and Ordnance Survey reserves all its IPR in the Third Party Data and reserves its rights under the Agreement (including rights to take enforcement action) in relation to any use of the Third Party Data respectively contained in the Deliverables (or any part of it) by the Client which is not permitted under the Agreement. This shall include, without limitation, provision to a third party of a copy of or access to the Third Party Data which is in breach of or results from a breach of the Agreement.
6. The PAF® data contained in the Ordnance Survey Data is licensed to Ordnance Survey by Royal Mail. PAF® and the copyright in PAF® shall remain the property of Royal Mail. The Client may not remove or tamper with any existing copyright notice attached to PAF and shall ensure that the following notice is reproduced on the packaging of any copies of, or material derived, including but not limited to Client Generated Reports and/or Client Generated Data, using PAF®, the Third Party Data and/or the Deliverables, as follows: “The copyright of all PAF® is owned by Royal Mail® Group plc”.
7. The Client shall not remove or tamper with any IPR notice attached or used in relation to the Deliverables and/or the Third Party Data contained in the Deliverables. The Agreement does not grant the Client any right to use any of the trade marks, service marks, business names or logos of Ordnance Survey and/or Royal Mail.

Specific Regulatory provisions:

8. The Client warrants to CACI, Ordnance Survey and Royal Mail that it will duly observe all of its obligations under the DP Legislation which arise in connection with the usage of the Third Party Data contained in the Deliverables.
9. The Client shall refer to Royal Mail and/or Ordnance Survey (either directly or indirectly via CACI) any queries relating to the personal data within the Third Party Data from data subjects, the Information Commissioner or any other law enforcement authority, for Royal Mail and/or Ordnance Survey to resolve.
10. The Client shall promptly upon request from Royal Mail, Ordnance Survey and/or CACI provide such information to Royal Mail, Ordnance Survey and/or CACI as the said parties may reasonably require to allow them to comply, in relation to the personal data within the Third Party Data with the rights of data subjects, including subject access requests, or with information notices served by the Information Commissioner.

Warranty and Liability:

11. The Client acknowledges and agrees that no warranties are given in respect of the PAF® data and/or Third Party Data, including any warranties as to the accuracy or completeness of the PAF® data and nor are any warranties given that PAF® data and/or Third Party Data shall meet the Client’s requirements and any such condition, warranty and/or representation, whether express or implied, are hereby excluded to the maximum extent permissible by law.
12. Neither Ordnance Survey nor Royal Mail shall have any liability whatsoever, directly or indirectly, to the Client in respect of the Deliverables.

13. CACI shall not be liable to the Client in any way in respect of any Third Party Data.
14. Subject to clause 10.2 of the Terms and Conditions, the Client shall indemnify CACI for all costs, expenses, damages and/or losses (including reasonable legal costs), suffered or incurred by CACI arising out of any dispute or claim in connection with the Client's use of the Third Party Data, including without limitation, any infringement by the Client of IPR belonging to Ordnance Survey and/or Royal Mail, any claim that the Third Party Data includes obscene or defamatory material, and/or that the Client is in breach of any applicable law, subject to the following: (i) the Client shall have control of the claim, settlement and/or negotiations, (ii) CACI shall notify the Client promptly in writing of such claim and give the Client all relevant information known to it relating thereto, (iii) CACI shall make no admission in respect of such claim, (iv) CACI shall cooperate with the Client in the settlement and/or defence of such claims, and (v) CACI shall use its reasonable endeavours to mitigate and/or minimise its losses. Indirect losses are excluded from this indemnity and the Client's liability under this indemnity shall be unlimited.

Variation of Terms:

15. CACI reserves the right to vary any terms of this Agreement on 30 days' prior written notice, including without limitation the Fees, where such variations are imposed upon CACI by Ordnance Survey and/ or Royal Mail.
16. Subject to clause 17 below, any such variations shall be made in writing and shall be signed by both Parties in the form of an amendment to the Agreement.
17. If the Client does not notify CACI in writing of its rejection within 30 days of the date of notice pursuant to clause 15, then the Client shall be deemed to have accepted the said variation.
18. Where the Client rejects any variations and/or amendments pursuant to clause 16 above, CACI shall have the right to terminate this Agreement or any schedule hereto immediately.

Additional Termination rights:

19. In addition to the other termination rights, this Agreement may terminate:
 - (i) Upon termination of the Framework Agreement, unless the Client's licence with Ordnance Survey is valid and current at the date of termination of the Framework Agreement and shall remain as such for the duration of the Term of this Agreement;
 - (ii) Immediately where the Client is in breach of any Third Party Data related restrictions and/ or obligations in this Agreement, and where the breach is remediable, fails to remedy the position within 20 business days of the date of CACI's written notification of such breach;
 - (iii) Upon disclosure by the Client of any information relating to the business of Royal Mail and/or Ordnance Survey or in relation to the respective Third Party Data which is specified by Royal Mail and/or Ordnance Survey as being confidential or would be defined by the Framework Agreement as being confidential information; or
 - (iv) in accordance with clause 18 above.
20. CACI, Royal Mail and/ or Ordnance Survey shall have no liability in respect of the Deliverables or the Client's use of the Deliverables following termination of the Agreement.

Annex 6: Special Conditions – API

1. Additional Definitions

1.1. Unless otherwise defined in this Amendment any capitalised terms used in this Amendment shall have the meaning given to them in the Agreement.

1.2. For the purposes of this Amendment the following capitalised terms used in this Amendment shall have the following meaning:

“API”: means an application programming interface which consists of a set of subroutine definitions, communication protocols and tools for building software.

“Access Credentials”: means a set of security keys, secrets and tokens that are issued by CACI in order to authenticate the Licensee that utilises the API.

“Applications”: mean web or other software services or applications developed by the Licensee that utilise or interact with the API.

“Delivery Date”: the date on which CACI provides the Access Credentials to the Client.

“Maximum Number of API calls per Year”: the maximum number of API calls the Client can make per Year, as has been agreed between the parties.

“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, corrupted files, time bombs and other similar things or devices

2. Client's obligations

2.1. The Client:

- 2.1.1. may not share its Access Credentials with any third party;
- 2.1.2. shall keep such Access Credentials secure at all times;
- 2.1.3. shall use the Access Credentials as the Client's sole means of making calls to the API;
- 2.1.4. shall not under any circumstances repackage or resell the Service, or any part thereof, API or the Data;
- 2.1.5. shall not use or assist a third party in using the Service in such a way as to circumvent the requirement for Access Credentials;
- 2.1.6. is not permitted to use the Service or any Data in any manner that does or could potentially undermine the security of the Service, the Data or any other data or information stored or transmitted using the Service;
- 2.1.7. shall not exceed the allowed Maximum Number of API calls per Year;
- 2.1.8. shall not, and shall not attempt to:
 - (a) interfere with, modify or disable any features, functionality or security controls of the Service or the API;
 - (b) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the Service or the API; and
 - (c) reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form from the Service or the API.
- 2.1.9. shall respect and comply with the technical limitations of the Service and the restrictions of this Amendment; and
- 2.1.10. shall not make any modifications to any Data, other than as reasonably necessary to modify the formatting of such Data in order to display it in a manner appropriate for the Client's internal use.

2.2. The Client warrants that:

- 2.2.1. it shall not permit any Virus to be introduced to or affect the Service and/or Data nor any material during the course of its use of the Service that is unlawful, harmful, illegal, defamatory, obscene, offensive and infringing or otherwise causes damage or injury to any person or property; and
- 2.2.2. it shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Service and/or the Data and, in the event of any such unauthorised access or use, immediately notify CACI.

The Client must comply with all of its obligations set forth in this section 2, and the Agreement, in all uses of the Service and the Data. If CACI believes, in its sole discretion, that the Client has breached or attempted to breach any term and/or condition of this Amendment or the Agreement, CACI reserves the right to temporarily or permanently revoke the license granted to the Client pursuant to this Amendment with or without notice to the Client.

3. Modifications and New Versions

3.1. The Client acknowledges and agrees that CACI may modify the Service and the API in three ways:

- 3.1.1. Essential modifications such as security patches which require no action by Client (“Essential Changes”);
- 3.1.2. Changes to the data returned by the API, for example changes to variables within the relevant CACI product licensed by the Client (“Content Changes”). In the event of deprecation of a variable, it will remain available to Client but may not be updated;

3.1.3. Major service modifications which would require changes to Client systems or processes ("New Version").

3.2.Essential Changes: CACI warrants that it will implement Essential Changes as required.

3.3.Content Changes: The Client will be notified of Content Changes by way of a direct communication from CACI to the Client.

3.4. New Versions: CACI may release subsequent versions of the API and require that the Client transition to use the New Version. The Client will have a reasonable amount of notice (which will be decided between the parties but will not normally be less than six months) to migrate to the New Version. The Client's use of the API following a New Version release will be deemed to constitute the Client's acceptance of such New Version. The Client acknowledges that once CACI releases a New Version and Client has transitioned to it, the prior version of the API may stop working at any time or may no longer work in the same manner. CACI will provide reasonable assistance to Client in the transition to the New Version, including the requirements with which Client's development work for integration of the New Version will need to comply.

4.IPR Ownership

Subject to the limited license expressly granted to the Client in this Amendment, nothing in this Amendment transfers or assigns to CACI any of the Client's IPR in Client's Applications and/or Client Data and nothing in this Amendment transfers or assigns to the Client any of CACI's IPR in the Service, the Data, or CACI's other technology or the respective IPR of CACI's licensors.

5.Support

CACI provides support for the API in the form of regular updates and bug fixes. For support queries the Client can contact CACI via email at apiservices@caci.co.uk and CACI will aim to respond to the Client within office working hours (9.00am to 5.00pm) excluding weekends and public holidays.

Annex 7: Special Conditions – Third Party Data

Where the following third party data or product is referred to in the Call-Off Contract, the following terms shall apply which, in respect solely of the relevant third party data or product, shall take precedence over any other terms and conditions.

Where TOMTOM is referenced

TOMTOM ROAD NETWORK/MAPPING DATA:

(i) The Client acknowledges and accepts that the use of any TomTom product with a non TomTom map may result in increased variance between the location displayed on the map and ground truth location.

(ii) The Deliverables are supplied subject to the copyright of TomTom. The Client shall ensure that the copyright statements are reproduced on all copies of the respective Deliverables.

(iii) The Client agrees to comply with the following additional TomTom flow down terms:

The TomTom product provided within the Deliverables ("TomTom Data") shall be used in accordance with the following terms, which shall apply notwithstanding any other term in the Agreement:

1. The TomTom Data shall be used for the Client's own internal business purpose or personal use and not for resale, distribution, sublicense or commercial use.
2. The TomTom Data is deemed to be confidential information of TomTom and shall not be disclosed to any third party, without the prior written consent of TomTom.
3. The Client shall not copy the TomTom Data.
4. The Client shall not remove, modify, destroy, mask or obscure any copyright notices, logos, trademark notices or restrictive legends either contained within or applicable to the TomTom Data.
5. TomTom may audit CACI and/or the Client to confirm compliance with these Additional Terms.
6. The covenants and obligations undertaken by the Client herein are intended for the direct benefit of TomTom and may be enforced directly against the Client by TomTom.
7. Neither TomTom nor its suppliers shall be liable to the Client for any incidental, consequential, special, indirect or exemplary damages arising out of this Agreement, including lost profits or costs of cover, loss of use or business interruption or the like, regardless of whether the party was advised of the possibility of such damages.
8. Notwithstanding anything to the contrary contained herein, TomTom shall have no monetary liability to the Client for any cause (regardless of the form of action) under or relating to this Agreement.
9. The TomTom Data is provided on an "as is" and "with all faults" basis and TomTom and its suppliers expressly disclaim all warranties, express or implied, including but not limited to, the implied warranties of non-infringement, merchantability, satisfactory quality, accuracy, title and fitness for a particular purpose. No oral or written advice or information provided by TomTom or any of its agents, employees or third party providers shall create a warranty, and the Client is not entitled to rely on any such advice or information. This disclaimer or warranties is an essential condition of the Agreement.
10. The Client shall not use the TomTom Data to create (or assist in the creation of) a digital map database. A "digital map database" means a database of geospatial data containing the following information and attributes: (x) road geometry and street names; or (y) routing attributes that enable turn-by-turn navigation on such road geometry; or (z) latitude and longitude of individual addresses and house number ranges.
11. The Client shall not use the TomTom Data to provide competitive information about TomTom or its products to third parties.
12. The Client shall not use the TomTom Data for in-flight or drone navigation or in connection with any high risk systems, devices, products or services that are critical to the health and safety or security of people and property.
13. © 1992-2020 TomTom. All rights reserved. This material is proprietary and the subject of copyright protection, database right protection and other intellectual property rights owned by TomTom or its suppliers. The use of this material is subject to the terms of a license agreement. Any unauthorized copying or disclosure of this material will lead to criminal and civil liabilities.

Where Google Maps is referenced

GOOGLE MAPS:

With regards specifically to Google Maps, the Client hereby acknowledges and agrees that it shall comply at all times with Google Inc.'s Map Terms on http://maps.google.com/help/terms_maps.html and Google Inc.'s Legal Notices on http://www.google.com/help/legalnotices_maps.html

Where Michael Bauer is referenced

MICHAEL BAUER DATA:

(i) The Client accepts that the Deliverables include certain third party data supplied by Michael Bauer Research GmbH, Fürther Straße 27, 90429 Nürnberg, Germany (the "Third Party Data").

(ii) The Client acknowledges and agrees that (i) there shall be no updates to the Third Party Data, (ii) the Third Party Data is provided to the Client "as is" and without any warranty as to its accuracy or otherwise, and (iii) CACI shall have no liability to the Client in relation to the Third Party Data.

(iii) In addition, in relation to the Third Party Data, the Client agrees (i) not to remove or obscure any copyright or other proprietary notice, (ii) not to distribute or transfer it, (iii) not to modify it or create any derivative works or products, and (iv) where CACI delivers the Third Party Data to the Client in

raw data form, that the Client's use thereof shall be limited to the following number of workplaces or users in a network within the Client's company:
N/A.

Where Cameo is referenced

CAMEO DATA:

(i) The Client acknowledges and agrees that the Deliverables include certain CAMEO Directories and/or CAMEO Analysis Directories (the "Directories") which are licensed to CACI by Callcredit Marketing Limited. The Client agrees that it shall use the said Directories and the results thereof for its own internal business purposes only and shall not make them available for resale.

(ii) In respect of the Directories, the Client acknowledges and agrees that they are provided to the Client "as is" without any warranty as to their accuracy or otherwise and CACI shall have no liability to the Client in relation thereto.]

Where mobile app data is referenced

Client acknowledges and agrees that the Deliverables include certain mobile location data licensed to CACI ("Mobile Data"). Client agrees that it shall use the Mobile Data solely for its own internal business purposes and in particular (without limitation) shall not use the Mobile Data for any of the following prohibited purposes: (a) eligibility criteria for employment, credit, health care treatment, or insurance; (b) for the purpose of personally identifying individuals or any unlawful surveillance; or (c) for the purpose of law-enforcement activities.

Where HERE Platform is referenced

These HERE End User Terms together with the HERE Privacy Policy and the Acceptable Use Policy ("Terms") form a legally binding agreement between you and HERE Global B.V. Kennedyplein 222-226, 5611 ZT Eindhoven, Netherlands ("HERE") that govern the access and use of services, applications, software, websites, content, data, platforms, APIs or other materials made available to you by HERE ("HERE Products"). By using HERE Products or by explicitly clicking to accept these Terms where this option is made available to you by HERE, you unconditionally accept the Terms.

You as used herein refers to you as an individual end user of HERE Products and/or the company or other legal entity which uses HERE Products for its internal business purposes and on behalf of which you are using the HERE Products ("you" or "your").

2) Minimum Age and Authorization

To use HERE Products as an individual end user, you must be at least sixteen (16) years of age or the age required in the HERE Privacy Policy unless otherwise required by the applicable laws.

If you as an individual user are accepting the Terms on behalf of the company or other legal entity, you represent and warrant that you have the authority to do so.

3) Personal Data

The HERE Privacy Policy and additional privacy information made available to you govern the use of your personal data.

4) Licenses

Subject to your full and continued compliance with the Terms and the applicable laws, HERE grants you a non-exclusive, non-transferable, non-sublicensable, revocable, and limited personal license to access HERE Products for your own use or use within your company.

5) Supplier Content, Third-Party Websites and Additional Terms

HERE Products may include content from suppliers which are subject to the acknowledgements and terms available here or links to third party websites. You hereby agree to adhere to the terms applicable to such third-party content. HERE is not responsible for third party websites and a link to such website does not imply any endorsement of such website. Additional terms of third-party content, products or services may apply where made accessible via HERE Products.

6) Your Content

You may be able to submit content or other information ("Your Content") to HERE. Unless otherwise agreed with HERE in accordance with clause 20 of the Terms below, you must own or otherwise control all rights, including copyrights, to Your Content and HERE does not claim ownership in Your Content.

By submitting Your Content to HERE, you grant HERE, its affiliates and its suppliers a world-wide, non-exclusive, sub-licensable, royalty-free, perpetual and irrevocable license to use, store, copy, publicly perform, display, distribute, modify and create derivative works from Your Content for the purposes of providing, promoting, monetizing and improving HERE Products and other products and services by HERE, its affiliates, and its suppliers.

HERE may remove any content stored, sent or otherwise processed via HERE Products if necessary to protect its rights or the rights of third parties. HERE may do so with immediate effect and without prior notice, but it will try to inform you in advance to give you reasonable time to mitigate the infringement itself. To the extent permitted by law, HERE shall inform you of any reports received from a third party alleging infringement of their rights with respect to data uploaded by you.

7) Feedback

You may but have no obligation to provide feedback, comments, ideas or other suggestions regarding HERE Products ("Feedback") to HERE. If you provide any Feedback to HERE, you agree that HERE, its affiliates and its suppliers may use such Feedback for any purpose, without limitation and without any obligation to you.

8) Acceptable Use Policy

Your use of HERE Products is subject to your compliance with the Acceptable Use Policy. Any restrictions mentioned in the Acceptable Use Policy, these Terms or otherwise described by HERE do not apply to the extent that such use cannot be prohibited by HERE contractually due to applicable mandatory law (dwingend recht).

9) Modifications and Availability of HERE Products

To the maximum extent permitted by applicable mandatory law (dwingend recht), HERE may, in its sole discretion, modify, update, discontinue or limit the availability of HERE Products in whole or in part, such as for reasons related to maintenance, development of functionality, or requiring payment for functionality that was previously provided free-of-charge. HERE will strive to provide a notification of changes that may significantly impact the use of HERE Products to the end users of HERE Products.

HERE Products may not be accessible from all countries, may be provided only in selected languages and may not be available during maintenance breaks and operations and some features may also be dependent on the network, compatibility of the devices used and the content formats supported.

The discontinuation of HERE Products at any time result in deletion of Your Content from HERE Products.

10) Exclusion of Warranty

HERE PRODUCTS ARE PROVIDED ON AN "AS IS" AND ON AN "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE MANDATORY LAW (DWINGEND RECHT), NEITHER HERE, ITS AFFILIATES NOR ITS SUPPLIERS WARRANT THAT HERE PRODUCTS WILL BE UNINTERRUPTED, ERROR OR VIRUS-FREE, ACCURATE OR COMPLETE. NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE IN RELATION TO THE AVAILABILITY, ACCURACY, RELIABILITY, INFORMATION OR CONTENT FROM OR WITHIN HERE PRODUCTS.

11) Limitation of Liability

YOUR USE OF HERE PRODUCTS IS AT YOUR OWN DISCRETION AND SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY MANDATORY LAW (DWINGEND RECHT), HERE, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR LOST PROFITS, LOST REVENUES, LOSS OR RECOVERY OF DATA, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OR EXPENSES OF ANY KIND. IN NO EVENT SHALL THE TOTAL LIABILITY OF HERE, REGARDLESS OF THE LEGAL BASIS OF THE CLAIM (E.G. TORT, CONTRACT OR OTHERWISE), ITS AFFILIATES AND SUPPLIERS TO YOU EXCEED THE AMOUNT OF FIFTY EURO (50.00 €). THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN THESE TERMS SHALL NOT APPLY TO DAMAGES AS A RESULT OF INTENT OR DELIBERATE RECKLESSNESS (OPZET OF BEWUSTE ROEKeloosHEID) BY HERE.

12) Your safe use of HERE Products

Location or map data, directions or other features or content included in or accessible by HERE Products may be inaccurate or incomplete and may depend on network availability. You need to rely on your own judgement and take into account the real-world conditions. You are responsible for your own conduct and must observe the local laws when using HERE Products. HERE Products are not intended to be relied upon in situations where precise data is needed or where inaccurate or incomplete data may lead to death, personal injury.

13) Indemnification

You agree to indemnify and hold harmless HERE, its affiliates, contractors and suppliers from any demands, loss, liability, claims or expenses (including attorney's fees) arising out of or related to your violation of any of the Terms and/or out of the use of HERE Products.

14) Choice of Law and Venue

The Terms are exclusively governed by the laws of the Netherlands without regard to its conflicts of law provisions. Any dispute between you and HERE related to the Terms or the use of HERE Products shall be submitted to the competent court in Amsterdam, the Netherlands. This exclusive designation of applicable law and forum shall leave unaffected your rights under the mandatory laws (dwingend recht) of your own country of residence in the European Union.

15) Changes in Terms

HERE may modify the Terms at any time without prior notice. If the Terms are changed in a material, adverse way, HERE will provide a separate notice advising of the change.

You are responsible for regularly reviewing the Terms. You hereby agree that your continued use of HERE Products constitutes your compelling evidence of your consent to any changes and modification. If you do not agree to the modifications to the Terms, you may not continue to use HERE Products.

16) Intellectual Property

HERE and its suppliers retain all intellectual property and other rights, title and interest in HERE Products and in all other HERE products, content, software and other properties provided or used through HERE Products.

17) Term and Termination

The agreement under the Terms becomes valid when you have accepted the Terms or start using HERE Products, whichever occurs earlier. You may terminate (opzeggen) the agreement under the Terms at any time by ceasing to use HERE Products and any and all rights granted to you by HERE under these Terms will automatically and immediately be revoked. HERE may suspend your access to HERE Products or terminate (ontbinden) agreement (a) with immediate effect and without a prior notice in case you are in breach of the Terms or HERE reasonably believes that you are in breach of the Terms or applicable law or have not used HERE Products for a period of six (6) months; and (b) for any reason with three (3) months prior written notice. The provisions of the Terms that are intended to survive termination, such as all rights granted by you to HERE and any indemnifications provided by you to HERE, remain valid after termination.

18) US Government End Users

HERE Products are "Commercial Items" as that term is defined at 48 C.F.R. 2.101 and may only be licensed to United States Government end users as Commercial Items in accordance with the Terms.

19) Copyright Infringement Notices

If you believe that your copyrights have been infringed in HERE Products you may provide a notice by (a) email with "Copyright Infringement Notice" in the subject line to copyrightsnotices@here.com, (b) by mailing a document titled "Copyright Infringement Notice" to HERE North America LLC, Attn: Copyright Agent/Legal Department, 425 W. Randolph Street, Chicago, Illinois 60606, USA or (c) via an online form, if available. In your notice you must:

- identify the original copyrighted work you claim is infringed;
- identify the content in HERE Products that you claim is infringing the copyrighted work and where it is located;
- provide your full name, mailing address, telephone number, and email address;
- provide a statement that you have a good faith belief that the disputed is not authorized by the copyright owner, its agent, or the law;
- provide a statement by you, made under penalty of perjury, that the information provided is accurate and that you are the copyright owner, or are authorized to act on behalf of the copyright owner of an exclusive right that is claimed to be infringed; and
- provide your physical or electronic signature.

20) Order of Precedence

You may have executed a separate agreement with HERE for the use of HERE Products. In case of any conflict between such separate agreement and the Terms, the terms of the separate agreement prevail.

21) Miscellaneous

The Terms are between you and HERE, except to the extent explicitly mentioned otherwise in these Terms. If a provision in the Terms is not enforceable under applicable mandatory law (dwingend recht), then the unenforceable part of the provision shall be removed, and the other provisions remain in full force and effect. There will not be any waiver of HERE's rights unless expressly agreed to by HERE in writing. You may not assign or transfer your rights and obligations under the Terms without HERE's express written consent. HERE may assign its rights and obligations under the Terms to its corporate parent, its subsidiaries, or to any company under common control with HERE. Additionally, HERE may assign its rights and obligations under the Terms to a third party in connection with a merger, acquisition, sale of assets or by operation of law.

22) Accessing HERE Products via iOS

If you are using HERE Products via mobile apps available in the Apple App-store, the following terms will also apply:

Apple Inc. ("Apple") is not a party to these Terms and HERE is responsible for the offering and content of HERE Products via mobile apps of HERE and its partners in the Apple App-store. To the extent that these Terms deviate from Apple's Media Services Terms and Conditions, the latter terms apply and shall have priority and you hereby acknowledge that you have had the opportunity to review them. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the HERE Products and related mobile apps. In the event of any failure of HERE Products and mobile apps used to access HERE Products to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the mobile app to you (if any). To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the HERE Products and the mobile app used to access HERE Products, and Apple shall not be liable for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and that (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of the Terms if you access HERE Products via iOS, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce this clause of the Terms against you as a third-party beneficiary.

Where HERE MAPS is referenced

The data ("Data") is provided for your personal, internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you.

- 1. Terms and Conditions:** Internal Business Use Only. You agree to use this Data together with the application with which the Data was provided ("Application") for the solely personal, non-commercial (unless otherwise authorised in your agreement with the Application provider) purposes for which you were Licensed in the Call-off Contract, and not for service bureau, time-sharing or other similar purposes, consultancy and reselling/ use of /provision of the data for any other party. Accordingly, but subject to the restrictions set forth in the following paragraphs, you agree not to otherwise reproduce, copy, modify, decompile, disassemble or reverse engineer any portion of this Data, and may not transfer or distribute it in any form, for any purpose, except permitted by mandatory laws.
- 2. Restrictions.** Except where you have been specifically licensed to do so by the Application provider, and without limiting the preceding paragraph, you may not (a) use this Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, tablets, smart watches or other wearables, palmtop and handheld computers, pagers and personal digital assistants or PDAs.
- 3. Other obligations and restrictions:** CACI may, during the term of your use of the Data, provide you or direct you to follow further restrictions, such restrictions will be found at <https://legal.here.com/terms/general-content-supplier/terms-and-notices> or within guidance note provided by CACI. You shall include any legally required and otherwise appropriate instruction, warnings, disclaimers and safety information relating to the use of the Application.
- 4. Warning.** The Data may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results.
- 5. No Warranty.** This Data is provided "as is", and you agree to use it at your own risk. HERE and its licensors (and their licensors and suppliers) make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this Data, or that the Data or server will be uninterrupted or error-free.
- 6. Disclaimer of Warranty:** HERE AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to you. Disclaimer of Liability: HERE AND ITS LICENSORS (AND THEIR LICENSORS AND SUPPLIERS) SHALL NOT BE LIABLE TO YOU: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE INFORMATION; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THIS INFORMATION, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS AND CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF HERE OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to you.
- 7. Export Control.** You shall not export from anywhere any part of the Data or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations, including but not limited to the laws, rules and regulations administered by the Office of Foreign Assets Control of the U.S. Department of Commerce and the Bureau of Industry and Security of the U.S. Department of Commerce.
- 8. Termination:** If you fail to comply with the terms and conditions of these Third Party Supplier Terms, CACI shall provide you notice to cease use of the Data and, within 3 business days of receiving such notification, you shall have an authorised representative of your company, certify in writing of your compliance with such notice.
- 9. Entire Agreement.** These terms and conditions constitute the entire agreement between HERE (and its licensors, including their licensors and suppliers) and you pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between us with respect to such subject matter. This agreement is without prejudice to your agreement with the Application provider.
- 10. Governing Law.** The terms and conditions shall be governed by the laws of the State of Illinois, U.S.A., except if you are located in Europe, Middle East, Africa or Russia in which case the laws of the Netherlands shall apply, in each case without giving effect to (i) the conflict of laws provisions,

or (ii) the United Nations Convention for Contracts for the International Sale of Goods, which are explicitly excluded. You agree to submit to the jurisdiction of the State of Illinois, U.S.A., except if Dutch law applies the jurisdiction of the Netherlands shall apply, for any and all disputes, claims and actions arising from or in connection with the Data provided to you hereunder.

11. Government End Users. If the Data is being acquired by or on behalf of the United States government or any other entity seeking or applying rights similar to those customarily claimed by the United States government, the Data is a "commercial item" as that term is defined at 48 C.F.R ("FAR") 2.101, is licenced in accordance with these End-User Terms, and each copy of Data delivered or otherwise furnished shall be marked and embedded as appropriate with the following "Notice of Use", and shall be treated in accordance with such Notice: NOTICE OF USE CONTRACTOR (MANUFACTURER/SUPPLIER) NAME: HERE CONTRACTOR (MANUFACTURER/SUPPLIER) ADDRESS: 425 W. Randolph Street, Chicago, Illinois 60606 This Data is a commercial item as defined in FAR 2.101 and is subject to these End-User Terms under which this Data was provided. © 1987 – 20XX HERE – All rights reserved If the Contracting Officer, federal government agency, or any federal official refuses to use the legend provided herein, the Contracting Officer, federal government agency, or any federal official must notify HERE prior to seeking additional or alternative rights in the Data.

Where Inrix is referenced

1. LICENCE

1.1 CACI hereby grants to the Licensee a non-exclusive, non transferable licence to use the Product for the Purpose in accordance with and subject to:

1.1.1 the Instructions; and

1.1.2 the terms and conditions of this Agreement.

1.2 This Agreement shall not be construed as transferring or purporting to transfer any Intellectual Property Rights or any other rights in the Product to the Licensee.

2. THE LICENSEE'S OBLIGATIONS

2.1 Throughout the Term the Licensee shall not:

2.1.1 charge or otherwise encumber the Product;

2.1.2 use the Product in any way except in accordance with Clause 2;

2.1.3 sub-license or assign in any way its rights or obligations under this Agreement or in the Product;

2.1.4 make any additions or deletions to the Product without the prior written authority of CACI.

2.2 The Licensee shall keep the Product secure and safe from abuse or misuse by any third party and shall do so in particular but without prejudice to the general obligation, where the Licensee uses the Product for the Purpose.

2.3 Where the Licensee uses the Product it shall ensure that:

2.3.1 the Product is not altered in any way which would cause it to be inaccurate;

2.3.2 where any output data derived from the Product is made available to third parties such output will be accompanied with the following copyright notices: Source data © INRIX plc; processed data [Year] (or such other or further notice of which CACI shall notify you from time to time) and is made available under licence and that INRIX' and CACI' trade marks are prominently displayed; and

2.3.3 it notifies CACI in writing of any defects, inaccuracies or other deficiencies in the Product within 7 Business Days after it becomes aware of such defects, inaccuracies or deficiencies.

3. INDEMNITY

3.1 The Licensee hereby indemnifies CACI, its suppliers and agents and holds them harmless from and against all liability in respect of any losses, damages, costs and expenses suffered or incurred by them as a result of or in connection with the Licensee's:

3.1.1 use of the Product otherwise than in accordance with this Agreement; and/or

3.1.2 breach of any obligation or warranty under this Agreement.

4. LIABILITY

4.1 Unless otherwise agreed between the parties, no party shall be liable to the other in respect of this Agreement.

4.2 Nothing in this Agreement will exclude or restrict a party's liability for fraudulent misrepresentation, or death or personal injury resulting from its negligence or that of its employees while acting in the course of their employment.

4.3 Neither CACI nor its suppliers will be liable to the Licensee for any loss of profit, business, goodwill or for any indirect or consequential loss or damage, whether arising in contract, tort, negligence, misrepresentation, breach of statutory duty or otherwise.

4.4 Neither CACI nor its suppliers will be liable for any loss or damage, whether direct, indirect or consequential, incurred as a result of the Licensee's reliance on the Product. 4.5 In any year (being any successive 12 month period from the Effective Date), the liability of CACI' and its suppliers under this Agreement for breach of their obligations will not exceed in respect of all claims made and/or arising in that year the amount of the Licence Fee received by CACI in the previous year.

5. WARRANTY

5.1 To the extent permitted by law, CACI expressly excludes any statutory or other implied term which might (save for the operation of this clause), otherwise have been implied into this Agreement.

5.2 CACI hereby warrant to the Licensee:

5.2.1 that whilst it has used reasonable endeavours to ensure that the Product is as accurate and up to date as possible, CACI does not warrant, either expressly or implied the accuracy of the Product;

5.2.2 that it has or will procure all the necessary rights in the Product to grant the Licence; and

5.2.3 CACI does not warrant that the medium upon which the Product is stored is suitable for the Purpose.

5.3 The Licensee warrants that it will implement appropriate technical and organisational measures to protect all Product received under this Agreement against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access.

5.4 The Licensee warrants that it will not make any alterations or otherwise process the Product in a manner that would or is likely to cause it to be inaccurate or incomplete.

6. RIGHTS AND OWNERSHIP OF THE PRODUCT

6.1 The copyright and all other Intellectual Property Rights of whatever nature in the Product is and will to the extent permitted by law, and against the Licensee, remain the exclusive property of INRIX for the Source Data material and CACI for the Source Data processing.

7. ACCESS AND AUDIT RIGHTS

7.1 CACI may audit the performance of the Licensee in respect of the Licensee's use of the Product and any of the Licensee's obligations under this Agreement.

7.2 CACI may conduct such audits as are referred to in this Clause either itself or through a third party auditor who may exercise CACI's rights under this Agreement.

7.3 CACI may carry out the audits referred to in this Clause either by spot checks or appointment to access any of the Licensee's sites where the Product is used. Where access to the Licensee's sites is required to carry out an audit the Licensee will grant reasonable access to the Licensee's sites for this purpose. The audits referred to in this Clause may be carried out at any time during normal business hours and upon reasonable notice.

7.4 The Licensee will, as soon as reasonably practicable, provide CACI and its staff, contractors, agents, auditors and advisers with such information and assistance, whether by access to the Licensee's systems, books, records and documentation which in the reasonable opinion of CACI is required to carry out each audit.

7.5 The Licensee acknowledges that certain regulatory bodies may lawfully investigate CACI's affairs. Where a regulatory body exercises such a right the Licensee will assist CACI to supply any information that the regulatory bodies may lawfully request.

7.6 The Licensee shall from time to time on request provide to CACI a copy (free of charge) of any information, advertising, marketing or promotional literature or any other literature or documents kept or produced in any form in which the Licensee has incorporated or made reference to the Product or the Service either wholly or in part or its use of the Product under this Agreement.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed and construed in accordance with the laws of England, and the parties submit to the exclusive jurisdiction of the English Courts.

Where transactional spend is referenced

ADDITIONAL TERMS AND CONDITIONS OF LICENCE OF TRANSACTIONAL SPEND DATA

All intellectual property rights (IPR) owned or licensed by a party before the Start Date or created, developed or licensed by a party after the Start Date independently of this SOW, shall continue to vest in that party and/or its licensors. Nothing in this SOW shall operate to transfer ownership of any IPR. CACI grants to the Client a personal, non-exclusive licence during the Term to use the Deliverables subject to the following conditions:

1. The Deliverables are licensed for the Term and for Client's internal business or research purposes only.
2. The Client is not permitted to resell or redistribute the Deliverables (in whole or part), and whether incorporated into another product or not.
3. Client shall not use the Deliverables for any purpose contrary to: applicable law, any regulatory code, or any ethical guidance in Client's industry.
4. Client shall not decompile or reverse engineer the Deliverables, nor shall Client create derivative works from the Deliverables to sell or distribute.
5. Client shall not attempt to re-identify any part of the Deliverables to a living person or otherwise identify any data subject from the Deliverables or link any part of the Deliverables to a data subject.
6. Client is permitted to make only such copies of the Deliverables as are reasonably necessary for backup, mirroring, security, disaster recovery and testing purposes.
7. Client shall not be entitled to disclose to any third party the whole or any part of the Deliverables save for third parties approved in writing by CACI (such approval not to be unreasonably withheld) to use the same of analysis, consultancy, processing, evaluation and/or enhancement solely for the benefit of the Client's business and subject to Client procuring that the said third party complies with these additional terms.
8. The Client shall ensure that all proprietary notices contained in or on the Deliverables are reproduced on every copy made in whole or part and are not removed, altered or obliterated.
9. Client acknowledges that any wilful breach of clauses 1-6 of these additional terms shall constitute a material breach incapable of remedy in accordance with clause 11(b)(i) of the Terms and Conditions.

Where Tableau is referenced

Tableau

Additional definitions:

"Access Credentials": means log in details that are issued by CACI to the Client in order to authenticate the concurrent user that utilises the Services.

"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, corrupted files, time bombs and other similar things or devices.

1. The Client acknowledges and agrees that the Services and Deliverables are delivered to the Client with use of a third party software platform, Tableau. The Client shall use Tableau software platform solely to access the Services and the Deliverables. CACI shall not be liable to the Client for any losses howsoever arising resulting from or in connection with the Client's use of the Tableau software platform.
2. CACI provides support for the Services in the form of regular updates and bug fixes. For support queries the Client can contact the CACI Account Manager via email and CACI will aim to respond to the Client within office working hours (9.00am to 5.00pm) excluding weekends and public holidays.
3. The Client: (i) may not share Access Credentials with any third party; (ii) shall keep such Access Credentials secure at all times; and (iii) shall not use or assist a third party in using the Service in such a way as to circumvent the requirement for Access Credentials.

4. The Client warrants that it shall not permit any Virus to be introduced to or affect the Service and/or Deliverables nor any material during the course of its use of the Service that is unlawful, harmful, illegal, defamatory, obscene, offensive and infringing or otherwise causes damage or injury to any person or property.
5. The Client must comply with all of its obligations set forth in this Agreement. If CACI believes, in its sole discretion, that the Client has breached or attempted to breach any term and/or condition of this Agreement in relation to its use of the Services and/or Deliverables including but not limited to breach of the above clause 3 and/or clause 4, CACI reserves the right to temporarily or permanently revoke the license granted to the Client pursuant to this Agreement with or without notice to the Client.

Additional Terms and Conditions: AI Assistant (InSite Everywhere)/Intelligence Platform

These additional terms form part of the Agreement. In the event of any conflict, these additional terms shall take precedence in respect of the provision and use of the AI Assistant and/or Intelligence Platform only (separately or together, the “AI Deliverables”).

1. General

1.1 The Client acknowledges that the AI Deliverables enables natural language querying of the Data and/or Deliverables and may generate outputs based on such queries (“Outputs”).

1.2 The Deliverables and all Outputs shall be categorised as Deliverables and subject to the same licence restrictions and obligations as set out in the Agreement.

2. Use of the AI Deliverables

2.1 The Client shall not input any Personal Data into the AI Deliverables unless expressly permitted in the Agreement or otherwise authorised in writing by CACI and, in either case, subject to a Data Processing Agreement.

2.2 Client acknowledges that the AI Deliverables are not a data storage solution and agrees that CACI may, including in order to comply with its obligations under DP Legislation (Retention Principle), delete any data uploaded by Client to the AI Deliverables after 90 days.

2.3 The Client shall not use the AI Deliverables to generate outputs for the purpose of training, fine-tuning, or otherwise developing any AI System, whether proprietary or third-party.

2.4 The Client shall not reverse engineer, extract, or attempt to derive proprietary logic, datasets, or methodologies from the AI Deliverables.

2.5 The Client confirms that it has reviewed the CACI information and policies found at [Guardrails | InSite Everywhere](#) in respect of the AI Assistant and [here in the user guide](#) in respect of the Intelligence Platform (“CACI Policy”) and agrees that queries which breach CACI’s guardrails will not be answered.

2.6 CACI shall have the right, but not the obligation, to monitor prompts and/or Outputs for compliance with Applicable Law, these terms, and the CACI Policy, and shall be permitted to suspend access to the AI Deliverables and/or remove content from prompts and/or Outputs that is in violation of the same.

3. Confidentiality and Security

3.1 Prompts submitted via the AI Deliverables shall be treated as Confidential Information of the Client under Clause 7 of the Agreement.

3.2 The Client acknowledges and agrees that, notwithstanding clause 3.1, CACI shall have the right to retain the prompts and Outputs during and after the Term in order to use them for improvements and analytics, and for fee calculation (where applicable).

3.3 The Client shall ensure that no third party, including any licensor of an AI System, shall have access to the Deliverables nor any material derived from them via the AI Deliverables.

4. Intellectual Property and Disclaimer

4.1 All IPR in the AI Deliverables, including any modifications and enhancements, whether made at the suggestion of the Client or otherwise, remains the property of CACI or its licensors. Use of the AI Deliverables by the Client is licensed, not sold.

4.2 CACI makes no warranty as to the accuracy, completeness, or fitness for purpose of any output generated via the AI Deliverables. Outputs are provided “as is” and subject to Clause 8 of the Agreement. The Client agrees to verify the accuracy of any response from the AI Deliverables prior to relying on it for decision-making purposes. CACI is not liable for the consequences of Client’s use of the AI Deliverables.

4.3 CACI does not guarantee uninterrupted or error-free operation of the AI Deliverables and shall not be liable for any interruptions or errors.

5. Regulatory Compliance

5.1 The Client shall comply with all applicable laws and regulations relating to the use of AI, including industry standards or the guidance of any regulator which has jurisdiction over the Client.

5.2 The Client shall ensure that its use of the AI Deliverables are lawful in whichever territory the relevant User is located and that Users shall not use the AI Deliverables in any manner that could violate any applicable laws or regulations.

5.3 Client agrees that these terms may be subject to change if required to comply with any legislative or regulatory requirements.