APPYPARKING DATA LICENCE AGREEMENT

FRONT SHEET

Parties	**[Yellow Line Parking Limited]** a company incorporated and registered in England and Wales with company number [08584086] whose registered office is at [Michael Beaver & Co Nightingale House, Gloucester Rd, Bath, BA1 8BJ] (the "**Company"**).and [FULL COMPANY NAME] incorporated and registered in XXXXXXX with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] ("**Licensee**"). Licensee email correspondence address: XXXXXX Licensee telephone correspondence number: XXXXXXX
Charges	Mean annual data licence fees, cost per call fees and or fixed fee per user, paid by the Licensee to the Company in accordance with clause 5.
Data	On Street data Off Street data Daily Petrol Prices
Format	The Data shall be provided by the Company to the Licensee via the AppyParking Developer Portal and API in JSON.
Term	Means a term of a one-year duration which unless terminated, automatically renews annually on each anniversary of the start date of this agreement.
Permitted Purpose	For use only in named products with written agreement from the Company. For use in membership apps, customer mobile apps, and employee mobile apps, in car systems, and portable navigation systems, devices. Not permitted for free publication on publically available apps or web sites and as further defined in Scheduled One. Schedule Two and Schedule Three.
Data Users	Means any persons accessing the data such as members for membership applications, employees where Data is being displayed in company applications, vehicle drivers where Data is being displayed in an in-car display, or users of portable navigation systems.

This Agreement has been entered into on the date of last signature of this Agreement.

Signed for and on behalf of:	Yellow Line Parking Limited	[Licensee full company name]
Signature:		
Print Name:		
Title:		
Date:		

GENERAL TERMS

1. **Interpretation**

   1.1 **Definitions**

   Agreement: means the terms set forth in this Agreement.

   API: means the provision to the Licensee by the Company of an Application Programming Interface (API) allowing access to Company Data for technical purposes;

   App: means a software application available to Data Users for use on a mobile phone, in-car display or portable navigation device or personal computer, laptop, tablet or similar devices;

   Area: has the meaning set forth in the Front Sheet;

   Charges: have the meaning set forth in the Front Sheet;

   Data: means the data licensed pursuant to this Agreement, as set forth in the Front Sheet;

   Data Reseller: means a Licensee who sub-licences the Data to another company or companies for the purpose set forth in the Front Sheet;

   Data User: means each member, employee, freelancer or contractor (each being a natural person) of the Licensee, vehicle OEM, who in each case is, from time to time, authorised by the Licensee to access and use the Data on behalf of the Licensee;

   Developer Portal: The provision to the Licensee by the Company of an online branded portal comprising of API Documents, Data URLs, Access Keys, and Test Harness.

   Device: means mobile phone, in car display, portable navigation device or personal computer, laptop, tablet or similar device;

   Format: has the meaning set forth in the Front Sheet;

   Initial Term: The first year of the Agreement from the start date agreed by both parties.

   Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade-marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

   Licence: the licence granted pursuant to clause 3;

   Licensee: The company or organisation to whom the Data is licenced by the Company and named on the Front Sheet.

   Licensee Customers: mean the customers, sub-licensees, members or employees of the Licensee

   Licensee Obligations: means the obligations on the Licensee as set forth at clause 4 and, where applicable, within Schedule One, Schedule Two and Schedule Three;

Licensee Support: the support to be supplied by the Company including reasonable efforts to maintain the Data in good working order;

Materials: any documentation or similar information supplied by the Company under this Agreement;

Permitted Purpose: has the meaning set forth in the Front Sheet and further defined in Schedule One, Schedule Two and Schedule Three.

Petrol Data: pertains to motor fuels, their vendors, locations or prices and set forth on the Front Sheet and Schedule Three.

Renewal Term: Automatic renewal on the annual anniversary of the previous start date as set forth on the Front Sheet.

Forecourt: an individual petrol station retailing automotive fuels to the public

Software: any software provided by the Company to enable the Data to be used in the manner set forth by this Agreement;

Sub Licensee: means any third party, including Data Users, to whom the Licensee sublicenses the Licence as permitted pursuant to Schedule One, Schedule Two and Three only;

Term: means the duration of the Initial Term and any subsequent renewal period of the Agreement.

Territory: has the meaning set forth below.

1.2   A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted and shall include all subordinate legislation made from time to time under that statute or statutory provision. A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.3   Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2.   **Additional Terms**

2.1   Where this Agreement permits the Licensee to act as a data reseller (as indicated on the Front Sheet), the additional terms set forth at Schedule One shall apply.

2.2   Where this Agreement permits the Licensee to onward license the data (as indicated on the Front Sheet), the additional terms set forth at Schedule Two shall apply.

2.3   Where this Agreement permits the Licensee to act as data reseller or onward licence for Daily Petrol Prices, the additional terms set forth in Schedule Three shall apply.

3.   **Licence**

3.1   The Company grants to the Licensee a non-exclusive, non-transferable, revocable, licence over the Data for the Permitted Purpose only during the Term within the Territory:

3.1.1   access, view and use the Data for the Permitted Purpose only; and

3.1.2   grant access to the Data to the Data Users on the terms of this Agreement;

subject to the Licensee complying with the Licensee Obligations.

3.2   The Licensee shall ensure that each Data User is made aware of the provisions of this Agreement, and shall procure that each Data User complies with all such provisions. In particular, the Licensee shall ensure that all Data Users are bound by confidentiality obligations in respect of the Data on terms no less onerous than those set forth in this Agreement. The Licensee hereby agrees that it is responsible and liable for the Data Users' access to, and use of, the Data.

3.3   The Company may change at any time, with as much prior notice to the Licensee as is reasonably practicable, the content, format or nature of Data or the means of access to the Data.

3.4   Nothing in this Agreement permits the Licensee or any Data User to recreate the whole or any part of the Data by making repeated and systematic copies of either substantial or insubstantial parts of the Data, in particular, but without limitation, by extracting the Data and using it to compile or create a database for third parties. The Licensee may not use or disseminate the Data, whether in original or reformatted form, in any manner that could, in the Company's sole discretion, affect the Company's ability to license the Data or cause the Data so used or disseminated to be a source of or substitute for information or data otherwise available from the Company.

3.5   The Company shall deliver and provide access to the Data in the Format set forth on the front sheet.

3.6   The Company sets and enforces limits on the Licensee's use of the APIs (e.g. limiting the number of API requests that the Licensee may make or the number of users the Licensee may serve), at the Company's sole discretion. The Licensee agrees to, and shall not attempt to circumvent, such limitations documented with each API. Should the Licensee wish to use any API beyond the set limits, written consent must be obtained from The Company. (The Company may decline such request or condition acceptance on Licensee agreement to additional terms and/or charges for that use).

3.7   The APIs are designed to help the Licensee enhance applications. The Licensee agrees that the Company may monitor the use of the APIs to ensure quality and improve the Company's products and services, verify the Licensee compliance with this Agreement. The Company may suspend access to the APIs without notice if it believes that the Licensee is in violation of this Agreement.

4.   **Licensee obligations**

4.1   The Licensee shall:

4.1.1   shall provide Data Users a secure access for the consumption of Company Data ;

4.1.2   co-operate with the Company to protect the goodwill and reputation of the Company;

4.1.3   Ensure every Data User agrees to terms and conditions that mirror Clause 11.5 and absolve the Company from any user related costs or fines incurred as a result of the Data being out of date or inaccurate.

4.2   The Licensee shall not:

4.2.1   distribute, extract, reutilise, use, disseminate, store, duplicate, transfer, sub-license, rent, lend, transmit, sell, re-circulate, display, repackage, assign, lease, resell, publish or otherwise make available all or any portion of the Data, information, analysis or presentation included therein, by whatever means to any other person or entity save as expressly permitted by this Agreement;

4.2.2   use the Data for any purpose contrary to any law or regulation or any regulatory code, guidance or request;

4.2.3   modify, translate, copy, alter, change, decompile, reverse engineer or create derivative works from the Data;

4.2.4   remove, suppress or modify in any way the proprietary markings, including any watermark, trademark or copyright notice, used in relation to any of the Data or the Intellectual Property Rights of the Company;

4.2.5   circumvent any measures implemented by the Company aimed at preventing violations of the Agreement;

4.2.6   distribute viruses, harmful software, time bomb software or any other program or methodology which does similar things to the Company or the Data;

4.2.7   do anything which may damage the reputation of the Company or Data;

4.2.8   infringe, violate, breach or otherwise contravene any rights of the Company or any third party, including any copyright, database right, trademark, patent, right of confidence or any other proprietary or Intellectual Property Right in connection with the Data;

4.2.9   assist any other party in doing or engaging in any of the foregoing conduct.

4.2.10   at Company's own cost and effort, Licensee, Data User and Sub Licensee usage of Company data may be recorded and tracked by Company for the purpose of improving services, developing new ones and to provide analytics for sole usage by Company.

4.3   By accessing the API and Developer Portal provided by the Company the Licensee is deemed to have agreed to the terms and conditions of this Agreement.

5.   **Charges**

5.1   The Company shall levy applicable charges and the Licensee shall pay the Charges for the Licence. The Charges shall be due and payable in full to the Company annually in advance. The Company may invoice the Licensee for the Charges at any point following the date of

this Agreement and, for future periods, at any time prior to the commencement of each such future period. The Licensee shall pay the Charges within 30 days of the date of each invoice.

5.2   The Charges will be either; an annual data licence fee, cost per server call fee, or a fixed fee per user or a combination of all The Charges.

5.3   Any undisputed amounts due under this Agreement shall be paid by the Licensee in full without any withholding, set-off, counterclaim or deduction.

5.4   The Charges shall be calculated in advance on the basis of the predicted number of Data Users that will be authorised to receive the Data (wholly or in part) during each year and the type of application the Data will be displayed in. The Licensee shall submit a return to the Company, in a format acceptable to it, confirming the number of such Data Users in respect of the first year from the Start Date [and in respect of each subsequent year 14 days before the relevant anniversary of the Start Date.

5.5   If any additional Data Users are enabled during any year, additional Charges shall be calculated pro rata from the date from when that Data User is enabled. The Licensee shall submit a further return to the Company, in a format acceptable to it, confirming the number of such additional Data Users immediately it becomes aware of the number of Data Users increasing.

5.6   If the Licensee fails to make any payment due to the Company under this Agreement by the due date for payment, then the Licensee shall pay interest on the overdue amount at the rate of 4% per cent per annum above Barclays Bank's base rate from time to time, compounded monthly. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Licensee shall pay the interest together with the overdue amount.

5.7   All sums payable under this Agreement are exclusive of VAT, which shall be paid by the Licensee at the rate and in the manner for the time being prescribed by law. For the duration of this Agreement, the Licensee agrees to the Company invoicing the Licensee for the Charges and further agrees that it is registered for VAT and will not raise VAT invoices for the Charges. The Licensee will notify the Company immediately if the Licensee ceases to be registered for VAT, transfers its business as a going concern or becomes registered for VAT under another VAT registration number.

6.   **Audit**

6.1   The Licensee shall keep, in paper and electronic form, at its normal place of business detailed, accurate and up-to-date records ("**Records**") showing, during the previous three years the steps taken by the Licensee to comply with the Licensee Obligations. The Licensee shall ensure that the Records are sufficient to enable the Company to verify the Licensee's compliance with its obligations under this clause 6.

6.2   The Licensee shall permit the Company and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause 6, to:

6.2.1   gain (physical and remote electronic) access to, and take copies of, the Records and any other information held at the Licensee's premises or on the Licensee System; and

6.2.2   inspect all Records and the Licensee's systems relating to the use, distribution, redistribution, permissioning and control of the Data,

for the purpose of auditing the Licensee's compliance with its obligations under this Agreement, including the Licensee Obligations. Such audit rights shall continue for three years after termination of this Agreement. The Licensee shall give all necessary assistance to the conduct of such audits.

7.   **Unauthorised use**

If any unauthorised use is made of the Data, and such use is attributable (in whole or in part) to the act or default of, or through, the Licensee (including breach of any Licensee Obligations) then, without prejudice to the Company's other rights and remedies, the Licensee shall immediately be liable to pay the Company an amount equal to 200% of the Charges that the Company would have charged, had the Company authorised the unauthorised use at the beginning of the period of that unauthorised use. Pursuant to this, Company may levy additional charges beyond 200% but not exceeding the value of unauthorized usage.

8.   **Security and passwords**

8.1   The Licensee shall ensure that the Data, is kept secure and in an encrypted form, and shall use the best available security practices and systems applicable to the use of the Data, to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Data,

8.2   Where the Company uses security features (including any key, PIN, password, token, authentication credentials or smartcard) in relation to the Data, such security features must be kept confidential and not lent, shared, transferred, uninstalled or otherwise misused.

8.3   If the Licensee becomes aware of any misuse of any Data or any security breach in connection with this Agreement that could compromise the security or integrity of the Data or otherwise adversely affect the Company or if the Licensee learns or suspects that any security feature has been revealed to or obtained by any unauthorised person, the Licensee shall, at the Licensee's expense, notify the Company within 48 hours and fully co-operate with the Company to remedy the issue as soon as reasonably practicable.

8.4   The Licensee agrees to co-operate with the Company's reasonable security investigations. The Company may change the security features on notice to the Licensee for security reasons.

9.   **Intellectual Property Rights**

9.1   The Licensee acknowledges that:

9.1.1   all Intellectual Property Rights in the Data, are the property of the Company

9.1.2   it shall have no rights in or to the Data other than the right to use them in accordance with the express terms of this Agreement; and

nothing in this agreement permits the Licensee or Data User from integrating Company data with Licensee data and thereby deeming ownership of the original Company data, claiming IPR or a derivative product thereof. Original Company Data remains the property of the Company together with all IPR.

9.1.3   the Company or its licensors has or have made and shall continue to make substantial investment in the obtaining, verification, selection, coordination, development, presentation and supply of the Data.

9.2   Any display of the Data, by the Licensee shall credit the Company as the source of the Data.

9.3   The Company undertakes to defend the Licensee from and against any claim or action that the provision, receipt or use of the Data infringes any Intellectual Property Right of a third party ("**IPR Claim"**) and shall be responsible for any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Licensee as a result of, or in connection with, any such IPR Claim, provided that, if any third party makes an IPR Claim, or notifies an intention to make an IPR Claim against the Licensee, the Licensee shall:

9.3.1   give written notice of the IPR Claim to the Company within 48 hours of gaining knowledge of such claim;

9.3.2   not make any admission of liability in relation to the IPR Claim without the prior written consent of the Company;

9.3.3   at the Company's request and expense, allow the Company to conduct the defence of the IPR Claim including settlement; and

9.3.4   at the Company's expense, co-operate and assist to a reasonable extent with the Company's defence of the IPR Claim.

9.4   Clause 9.3 shall not apply where the IPR Claim in question is attributable to:

9.4.1   use of the Data (wholly or in part) in combination with any data or software not agreed or specified by the Company to the extent that the infringement would have been avoided by the use of the Data (wholly or in part) within the confines of Permitted Purpose.

9.5   If any IPR Claim is made, or in the Company's reasonable opinion is likely to be made, against the Licensee, the Company may at its sole option and expense:

9.5.1   procure for the Licensee the right to continue using, developing, modifying or retaining the Data (wholly or in part) in accordance with this Agreement;

9.5.2   modify the Data (wholly or in part) so that they cease to be infringing;

9.5.3   replace the Data (wholly or in part) with non-infringing items; or

9.5.4   terminate this Agreement immediately by notice in writing to the Licensee and refund any Charges paid by the Licensee as at the date of termination (less a reasonable sum in respect of the Licensee's use of the Data to the date of termination) on any Data.

9.6   Clauses 9.3 to 9.5 (inclusive) constitute the Licensee's sole and exclusive remedy and the Company's only liability in respect of any IPR Claim.

10.   **Warranties**

10.1   The Company warrants that it has the right to license the receipt and use of Data as specified in this Agreement.

10.2   Without limiting the effect of clause 10.3, the Company does not warrant that:

10.2.1 the supply of the Data will be free from interruption;

10.2.2 the Data is accurate, up to date, complete, reliable, secure, useful, fit for purpose or timely; or

10.2.3 the Data has been tested for use by the Licensee or any third party or that the Data will be suitable for or be capable of being used by the Licensee or any third party.

10.3   Except as expressly and specifically provided in this Agreement, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded.

11.   **Limitation of liability**

11.1   Nothing in this Agreement shall limit or exclude the liability of either party for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable), fraud or fraudulent misrepresentation or any matter in respect of which it would be unlawful to exclude or restrict liability.

11.2   The Licensee shall indemnify the Company against any liabilities incurred by the Company as a result of the Licensee's breach of this Agreement.

11.3   Subject to clause 11.1, neither party shall under any circumstances be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, revenue, or anticipated savings, loss of business, loss of data or corruption of data or information or any loss that is an indirect or secondary consequence of any act or omission of the party in question.

11.4   The total liability of the Company to the Licensee in respect of all other loss or damage arising under or in connection with this Agreement whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the higher of £15,000 or the total Charges paid by the Licensee in respect of the year during which the cause of action giving rise to the loss of damage arose.

11.5   The Company shall not be liable for any loss or cost incurred by a Data User as a result inaccurate or out of date Data including but not limited to parking fines, penalty charges, vehicle towing charges, vehicle release, vehicle clamping or any other damage to a vehicle or content of such vehicle.

12.   **Term and termination**

12.1   This Agreement shall commence on the Start Date and shall continue for the Initial Term, unless otherwise terminated as provided in this clause 12. After the Initial Term, this Agreement shall automatically renew for yearly periods ("**Renewal Term**"), unless the Licensee notifies the Company, in writing, on at least 90 days' prior written notice to the expiration of the then Renewal Term. For the avoidance of doubt, the Licensee shall not otherwise be permitted to terminate this Agreement for convenience during the Initial Term or any Renewal Term.

12.2   The Company may terminate this Agreement for convenience at any time by providing the Licensee with at least thirty (30) days' written notice.

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

12.3.1   the Licensee fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make that payment;

12.3.2   the Licensee commits a material or persistent breach of any term under this Agreement and, if the breach is capable of remedy, fails to remedy it within 30 days of receipt of notice from the Company specifying the breach;

12.3.3   the Licensee suspends, or threatens to suspend, payment of its debts or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; takes, or threatens to take, steps for a receiver, administrator, administrative receiver or manager to be appointed over the whole or a material part of its business or assets, or if any such persons are appointed over the Licensee; an order is made, a resolution passed or other steps are taken for the winding-up (except for the purposes of a bona fide solvent reorganisation) or dissolution of the Licensee; or the Licensee otherwise proposes or enters into any composition or arrangement with its creditors or any class of them; or any event occurs, or proceeding is taken, with respect to the Licensee in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause;

12.3.4   the Licensee suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of the Agent's business;

12.3.5   there is a change of control of the Licensee (within the meaning of section 1124 of the Corporation Tax Act 2010); or

12.3.6   the Licensee is in breach of its compliance obligations in clause 4, 7 or 8.

13.   **Consequences of termination**

13.1   On termination of this Agreement for any reason:

13.1.1   the Licensee shall immediately pay any outstanding amounts owed to the Company under this Agreement and ensure that there is no further use of the Data and Materials in any of the Licensee's products or applications;

13.1.2   all licences and benefits granted under this Agreement shall immediately terminate;

13.1.3   each party shall as soon as reasonably practicable return or destroy (as directed in writing by the other party) all data, information, software, and other materials provided to it by the other party in connection with this Agreement including all copies and materials containing or based on the other party's Confidential Information;

13.1.4   the Licensee shall immediate delete all Data from all systems, APIs, and Devices;

13.1.5   the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudice; and

13.1.6   clauses 1, 6, 9, 11, 13 and 14 shall continue in force, together with those other clauses, the survival or coming into force of which is necessary for the interpretation or enforcement of this Agreement or which are expressly or by implication intended to survive expiry or termination, and shall continue to have effect.

14.   **General**

14.1   Each party undertakes that it will not at any time hereafter use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any confidential information concerning the business or affairs of the other party which may have or may in future come to its knowledge, together with the existence and contents of this Agreement, and each of the parties shall use its reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause.

14.2   The Licensee acknowledges that the Company's confidential information includes any software or other materials created by the Company in connection with the Data.

14.3   Any notice given under this Agreement shall be in writing (including by email) and served to the relevant party at its registered office or such other address as that party may have specified to the other party. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14.4   Nothing in this Agreement shall create or be deemed to create a partnership or joint venture relationship between the parties and neither party shall have authority to bind the other in any way unless expressly provided otherwise in this Agreement.

14.5   The Licensee shall not assign, transfer, novate, charge, subcontract or deal in any other manner with its rights and obligations under this Agreement, without the Company's prior written consent (save where expressly permitted under this Agreement). The Company may at any time assign, transfer, charge, subcontract or deal in any other manner with its rights under this Agreement.

14.6   This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty that is not set forth in this Agreement.

14.7   The Company reserves the right to make changes to this Agreement from time to time. Any material alterations will be notified to the Licensee via email or bulletin board. The Licensee's continued use of the Data shall signify its agreement to such changes. Except as expressly provided in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties. A waiver of any right or remedy is only effective if given in writing. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy.

14.8   If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

14.9   The Company shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from acts of God, war or terrorist activity, riot, civil commotion, fire, flood or storm or any other event beyond its reasonable control. In addition, the Company will not be liable for any delay or failure in the Data due to breakdown or collapse of communication facilities, or for any other delay or failure beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

14.10   No one other than a party to this Agreement shall have any right to enforce any of its terms.

14.11   This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of England. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Data Reseller Additional Terms

1   Interpretation

For the purposes of this Schedule One, the following terms shall apply:

Sub Licence: means the licence granted by the Licensee to the Sub Licensee pursuant to section 2 of this Schedule One;

Sub Licensee Data Users: means each officer, employee, freelancer, customer, member, contractor (each being a natural person) of the Sub Licensee, who in each case is, from time to time, authorised by the Sub Licensee to access and use the Data, on behalf of the Sub Licensee; and

Sub Licensee Permitted Purpose: solely for the Sub Licensee's business purpose.

2   Sub License

2.1   The Company grants to the Licensee the right to sublicense the Licence to the Data to the Sub Licensee on a non-exclusive, non-transferable, non-sublicensable, revocable basis for the Sub Licensee Permitted Purpose only during the Term and within the Territory, subject to the terms of this Schedule One.

2.2   The Licensee shall:

2.2.1   obtain written agreement from the Company before entering into any Sub License agreement. Written agreement will include description of Sub Licence Data Users, Devices, Applications, permitted purpose and intended charges and fees to the Sub Licensee Data User.

2.2.2   ensure that the Sub Licensee is bound by terms no less onerous than those provided under this Agreement;

2.2.3   ensure that the Sub Licensee complies with all such terms (including the Licensee Obligations) as if it were a party to this Agreement in place of the Licensee; and

2.2.4   procure that the Sub Licensee ensures that each Sub Licensee Data User is made aware of the provisions of this Agreement, and shall procure that each Sub Licensee Data User complies with all such provisions.

2.3   If the Company reasonably believes that the Sub Licensee is not acting in accordance with this Agreement (including complying with the Licensee Obligations as if it were a party to this Agreement), or that any Sub Licence is not compliant with the terms of this Schedule One, the Company reserves the right to require the Licensee immediately to stop sublicensing the Data, Materials to the Sub Licensee and the Licensee shall immediately terminate the Sub Licence.

2.4   The Licensee hereby agrees that it is fully responsible and liable for the Sub Licensee's acts, omissions or breach of any terms of this Agreement, including any acts or omissions of the Sub Licensee Data

Users or their breach of any of the terms of this Agreement. The Licensee hereby indemnifies the Company for any loss, damage, liabilities, claims, costs or expenses incurred or suffered by the Company or its employees, officers, contractors or affiliates which arise, directly or indirectly, from the acts or omissions of any Sub Licensee.

2.5   This Sub Licence shall commence on the date to be agreed between the Licensee and the Sub Licensee and shall continue for the Term, unless terminated pursuant to section 2.2 of this Schedule One or automatically on termination of the Agreement.

2.6   The Licensee shall procure that the Sub Licensee shall not assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of its rights and obligations under the Sub Licence.

SCHEDULE TWO

Onward Licence Agreement Additional Terms

1.   **Interpretation**

For the purpose of this Schedule Two, the following definitions shall apply:

Licensee Customers: means the customers, employees or members of the Licensee.

Sub Licence: means any licence granted by the Licensee to the Licensee Customers pursuant to section 2 of this Schedule Two.

2.   **Sub Licence**

2.1   The Company grants to the Licensee the right to sublicense the Licence to the Data to the Licensee Customers on a non-exclusive, non-transferable, non-sublicensable, revocable basis as part of and to support the Licensee's customer offering only during the Term and within the Territory, for such Licensee Customers to store, access, view and use the Data through the Licensee's customer offering, subject to the terms of this Schedule Two.

2.2   The Licensee will obtain written agreement from the Company before entering into any Sub License agreement. Written agreement will include description of Sub Licence users, Devices, Applications, permitted purpose and intended charges and fees to the Licensee Customers.

2.3   The rights granted pursuant to clause 2.1 of this Schedule Two shall not act to permit the Licensee to pass the Data directly through to the Licensee Customers or make such Data available to the Licensee Customers other than through the Licensee's application or Device.

2.4   If the Company reasonably believes that a material number of Licensee Customers are not acting in accordance with this Agreement (including complying with the Licensee Obligations as if it were a party to this Agreement) or that any Sub Licence is not compliant with the terms of this Schedule Two, the Company reserves the right to require the Licensee to stop sublicensing the Data to the Licensee Customers (as a whole or with respect to such affected Licensee Customers, as elected by the Company at its sole discretion) and the Licensee shall immediately terminate the Sub Licences.

2.5   The Licensee shall procure that the Licensee Customers are made aware of the provisions of this Agreement, and shall procure that each Licensee Customer complies with all such provisions (including the Licensee Obligations) as if such Licensee Customer were a party to this Agreement in place of the Licensee.

2.6   The Licensee hereby agrees that it is fully responsible and liable for the Licensee Customers' acts, omissions or breach of any terms of this Agreement. The Licensee hereby indemnifies the Company for any loss, damage, liabilities, claims, costs or expenses incurred or suffered by the Company or its employees, officers, contractors or affiliates which arise, directly or indirectly, from the acts or omissions of any Licensee Customer.

2.7   This Sub Licence shall commence on the date on which the Licensee grants access to the Data, Materials to the Licensee Customers and shall continue for the Term, unless terminated pursuant to section 2.2 of this Schedule Two or automatically on termination of the Agreement.

2.8   The Licensee shall procure that the Licensee Customers shall not assign, transfer, mortgage, novate, charge, subcontract or deal in any other manner with any of its rights and obligations under this Sub Licence.

SCHEDULE THREE

Daily Petrol Price Data

Permitted Purpose

1.   Permitted Purpose of displaying the Daily Petrol Price Data in a Device

1.1   The Petrol Data is supplied to the Licensee for the purpose of enabling the display of fuel price information on a Device of a Data User provided as a download or upload by the Licensee.

1.2   Irrespective of whether the Data User is charged by the Licensee or not, the following restrictions will apply as to how the Petrol Data may be presented on a Device:

1.3   The Data User may use on the Device to conduct a Point Search or Route Search for Sites to see the fuel prices displayed together with the date of the prices, site fuel brand and a simplified address subject to the restrictions set forth below.

1.4   Point Search – The search radii from each geographical location shall be limited to 5 Miles (default), and 10 Miles. In metropolitan city centres (as defined by the list of Post Codes in Clause 5 of this Schedule Three) an additional search radii from each geographical location of 2 miles is permitted (The Post Code list may be varied from time to time as agreed by both parties).

1.5   The search radii for 2 and 5 miles shall be limited to the display of the nearest 5 Sites with the lowest prices for a fuel grade. The search radii for 10 miles shall be limited to the display of the nearest 10 Sites with the lowest prices for a fuel grade. The Petrol Data for any other Sites within the search radii shall not be displayed.

1.6   Route Search – Where the Device permits the Data User to define a route between two locations as defined by postcode or geographical locations, the App may display the Petrol Data for up to 5 Sites located within, up to, a 1 mile corridor either side of the selected route where the route is longer than 5 miles. The Petrol Data displayed for the 5 Sites shall be limited to the Sites with the lowest prices for a fuel grade. The appropriate route is determined by the Data User.

1.7   The Data Users shall not be able to extract, download, copy or in any manner access any Petrol Data from the Device or App other than in accordance with this Agreement.

1.8   Within each 24 hour period the Data Users will be limited to five unique Point Searches or Route Searches of the Petrol Data made from geographical location of the Device within which the App is installed plus five unique searches of the Petrol Data linked to a specific post code ("PostCode Search") input by the Data Users. Any variation in the parameters of any type of search (such as search distance radii or fuel grades) shall count as unique searches.

1.9   The search results table may display Forecourt name, brand name, town, and distance away from point or route, price of the fuel grade and date of last update.

1.10   The accompanying map may display the Forecourt locations of the search results and show the brand, Site name, Site address & post code.

1.11   No other Site specific data from any source may be added to the search results table or accompanying map without the written consent of the Company.

1.12   The data displayed shall not indicate each Forecourt's position in terms of latitude or longitude or any other geographical coding system, or allow these to be directly extracted from the Device.

1.13   The Device may also display the maximum, minimum and average prices for the search area and the UK Averages by fuel grade for that day.

1.14   Subject to Permitted Purpose as defined on the Front Sheet and this Schedule Three of this Petrol Data Permitted Purpose, the Licensee is not permitted to allow the publication of the Petrol Data on any website.

2.   **Requirements of the Licensee**

2.1   The Licensee shall acknowledge the Company as the source of the fuel price data in the format "AppyParking".

2.2   The Licensee shall obtain the Company's written agreement to the form and content of the display of the Petrol Data on any Device before making it available to Data Users.

2.3   The Licensee shall provide the Company with access of up to 5 Devices of the proposed service free of charge for the purposes of audit as defined in paragraph 6.

2.4   The Licensee acknowledges that it shall be responsible for any development costs associated with the delivery of any Petrol Data to the Data User and the Company is not liable for any such costs.

2.5   The Licensee shall to inform the Company of any inaccuracies in the Petrol Data as soon as such inaccuracies come to its notice.

3.   **Data User Licence Terms**

3.1   The Licensee shall procure that any Data User accessing the Petrol Data will, prior to accessing the Data for the first time, be required to confirm their agreement to a set of terms and conditions which govern the Data Users use of the Petrol Data. The terms and conditions that the Data User will be required to agree to will incorporate contractual terms which, where relevant are no less protective of the Company's interests and the Petrol Data as those set forth in this Agreement and Schedules.

3.2   The Licensee shall fully indemnify and keep fully indemnified the Company against: (a) all and any actions, proceedings, claims and demands brought against the Company by any Data User or the use by any Data User of the Petrol Data and/or the Data save that this indemnity shall not apply to the extent that the claim arises as a direct result of a breach of this Agreement by the Company; and/or (b) all and any losses suffered by the Company as a result of a Data Users failure to fully comply with these terms.

3.3   Accessing the Petrol via and device constitutes agreement by the Data User to these terms.

4.   **Petrol Data Updates**

4.1   The Licensee acknowledges that Petrol Data is only updated once every 24 hours and only when a specific petrol card type has been used by a UK consumer at a Forecourt. Where the specific petrol card type has not been used in a Forecourt the Petrol Data will remain static until such time as the specific petrol card type is used to purchase petrol.

4.2   Without prejudice to any term of this Agreement the Licensee acknowledges that due to the nature of data capture methods, over time it may not be possible for data provided pursuant to the updates referred to in paragraph 4.1 above to contain the variables or content previously supplied. Accordingly, the Company may (without liability) substitute new or alternative data when it can demonstrate that any of the variables or content are no longer available in the form that they were available at the date of last signature of this Agreement.

1.   **Names of Metropolitan City Centres (Postcodes for 2 mile search radius)**

CITY	POST CODE	CITY	POST CODE	CITY	POST CODE	CITY	POST CODE	CITY	POST CODE
Birmingham	B1	London	E1	London	SE1	London	NW1	Manchester	M1
Birmingham	B10	London	E10	London	SE10	London	NW10	Manchester	M11
Birmingham	B11	London	E11	London	SE11	London	NW11	Manchester	M12
Birmingham	B12	London	E12	London	SE12	London	NW2	Manchester	M13
Birmingham	B13	London	E13	London	SE13	London	NW3	Manchester	M14
Birmingham	B14	London	E14	London	SE14	London	NW4	Manchester	M15
Birmingham	B15	London	E15	London	SE15	London	NW5	Manchester	M16
Birmingham	B16	London	E16	London	SE16	London	NW6	Manchester	M18
Birmingham	B17	London	E17	London	SE17	London	NW7	Manchester	M19
Birmingham	B18	London	E18	London	SE18	London	NW8	Manchester	M2
Birmingham	B19	London	E2	London	SE19	London	NW9	Manchester	M20
Birmingham	B2	London	E3	London	SE2	London	W1	Manchester	M21
Birmingham	B20	London	E4	London	SE20	London	W10	Manchester	M22
Birmingham	B21	London	E5	London	SE23	London	W11	Manchester	M23
Birmingham	B23	London	E6	London	SE24	London	W12	Manchester	M24
Birmingham	B24	London	E7	London	SE25	London	W13	Manchester	M25
Birmingham	B25	London	E8	London	SE26	London	W14	Manchester	M25
Birmingham	B26	London	E9	London	SE27	London	W2	Manchester	M26
Birmingham	B27	London	EC1	London	SE28	London	W3	Manchester	M26
Birmingham	B28	London	EC2	London	SE3	London	W4	Manchester	M27
Birmingham	B29	London	EC3	London	SE4	London	W5	Manchester	M28
Birmingham	B3	London	EC4	London	SE5	London	W6	Manchester	M29
Birmingham	B30	London	N1	London	SE6	London	W7	Manchester	M3
Birmingham	B31	London	N10	London	SE7	London	W8	Manchester	M30
Birmingham	B32	London	N11	London	SE9	London	W9	Manchester	M31
Birmingham	B33	London	N12	London	SW1	London	WC1	Manchester	M32
Birmingham	B34	London	N13	London	SW10	London	WC2	Manchester	M34
Birmingham	B35	London	N14	London	SW11			Manchester	M35
Birmingham	B36	London	N15	London	SW12			Manchester	M38
Birmingham	B37	London	N16	London	SW13			Manchester	M4
Birmingham	B38	London	N17	London	SW14			Manchester	M40
Birmingham	B4	London	N18	London	SW15			Manchester	M41

Birmingham	B42	London	N19	London	SW16	Manchester	M43
Birmingham	B43	London	N2	London	SW17	Manchester	M44
Birmingham	B44	London	N3	London	SW18	Manchester	M45
Birmingham	B45	London	N4	London	SW19	Manchester	M45
Birmingham	B46	London	N5	London	SW2	Manchester	M46
Birmingham	B47	London	N6	London	SW3	Manchester	M8
Birmingham	B48	London	N7	London	SW4	Manchester	M9
Birmingham	B5	London	N8	London	SW5		
Birmingham	B6	London	N9	London	SW6		
Birmingham	B7			London	SW7		
Birmingham	B8			London	SW8		
Birmingham	B9			London	SW9		

SCHEDULE FOUR

Professional Services

1.   **Licensee Support**

1.1   The Company will provide L**icensee** Support to the Licensee directly via email at support@appyparking.com between the hours of 9.00am to 6.00pm Monday to Friday.

1.2   The Company will not provide support directly to the Licensee Customers, Data Users or Sub Licensee Data Users.

1.3   The Licensee will be solely responsible for providing support directly to Licensee Customers, Data Users, and Sub Licensee Data Users.

1.4   The Company will respond to all requests for support within 48 hours.

2.   **Integration**

2.1   Data integration into Licensee Applications is not provided by the Company as part of Charges.

2.2   Integration support services can be provided at £150 per hour plus VAT.