

**Schedule A**  
**Terms and Conditions**

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**1. Definitions**

“CACI” means CACI Limited with offices at CACI House, Kensington Village, Avonmore Road, London W14 8TS. CACI has authorised QAS to sublicense the Deliverables.

“QAS End User ” means only the QAS End User named above and shall exclude any parent, subsidiary or affiliate of the QAS End User .

“Codes” means CACI’s proprietary codes contained in certain Deliverables. Each Code will indicate a different set of characteristics so that the Codes can then be used to classify the individuals listed in any database.

“Commencement Date” means the date on which QAS End User’s licence to use the Deliverables commences as stated in the order confirmation form sent to the QAS End User by QAS and listing the Deliverables.

“Deliverables” means CACI’s proprietary ACORN Directory containing each GB code postcode with its ACORN classification as described in Schedule B.

“Expenses” means delivery charges, travel and living expenses (if applicable) and any other expenses agreed with the QAS End User .

“GRO(S)” means the General Office for Scotland, Ladywell House, Ladywell Road, Edinburgh EH12 7TF.

“Initial Licence Fee” means the sum set out in Schedule B hereto and payable in accordance with Clause 10 below.

“Licence Fee” means the Initial Licence Fee and Subsequent Licence Fee set out in Schedule B hereto and payable in accordance with Clause 10 below.

“List” means a list of names and addresses.

“Location” means the QAS End User’s premises as detailed on the signature page of this Agreement.

“NISRA” means the Northern Ireland Statistics and Research Agency, 2-14 Castle Street, Belfast BT1 1SA.

“ONS” means the Office for National Statistics, Titchfield, Fareham, Hampshire PO15 5RR.

“Retail Price Index” means the General Index of Retail Prices for All Items (UK) as published by the Office for National Statistics in the United Kingdom or if it is discontinued, any suitable alternative.

“Subsequent Licence Fee” means the sum set out in Schedule B hereto and payable in accordance with Clause 10 below.

**2. Licence Grant**

The QAS End User is granted a personal, non-exclusive, non-transferable licence to use the Deliverables at the Location for the term of this Agreement for its own internal purposes only and subject to the restrictions set forth herein. In particular the QAS End User may not use the Deliverables to code up the entire Electoral Roll.

**3. Licence Restrictions**

3.1 The QAS End User shall not (i) publish or display the Deliverables or any part thereof, (ii) disclose to any third party, or allow any third party access to, the Deliverables or any part thereof, or (iii) permit any third party to use, or use for the benefit of any third party, the Deliverables or any part thereof for any purpose and whether as a bureau or in order to provide services (including without limitation processing, mapping, indexing or delivery services) to such third party.

3.2 Notwithstanding the foregoing the QAS End User may allow its employees and contractors to use the Deliverables on behalf of the QAS End User, provided that (i) any such use shall be subject to the same restrictions as those that apply to the QAS End User’s use of the Deliverables and (ii) those of the QAS End

User's employees and contractors permitted to use the Deliverables are under a contractual obligation of confidentiality consistent with the confidentiality provisions of this Agreement.

- 3.3 The QAS End User may create a reasonable number of copies of the Deliverables for backup and archival purposes. Otherwise the QAS End User may not reproduce the Deliverables, in whole or in part, or any Code contained in the Deliverables.
- 3.4 All proprietary notices incorporated in or marked on the Deliverables or on reports generated through use of the Deliverables ("Reports") must be reproduced by the QAS End User on every copy of the Deliverables and every copy of the Reports, and any part thereof, and shall not be altered, removed or obliterated.
- 3.5 During the term of this Agreement, the QAS End User may merge elements of the Deliverables with other of the QAS End User 's databases provided always that the merged elements shall nevertheless remain subject to the provisions of this Agreement in the same manner as the Deliverables.
- 3.6 The QAS End User may segment its customer name and address lists using the Deliverables, but the resulting segmented address lists shall contain implicit information and value derived from the Deliverables and use of those segmented address lists shall be subject to the provisions of this Agreement in the same manner as the Deliverables.
- 3.7 Other than as may be specified herein or in any Schedule hereto, reports generated through use of the Deliverables and any lists of individual or household addresses, telephone numbers or postal codes segmented by, indexed to, or otherwise derived from the Deliverables shall not be published, disclosed, licensed or otherwise made available to third parties, in whole or in part, without CACI's express prior written consent.
- 3.8 The licence granted hereunder entitles the QAS End User to use only the version of the Deliverables delivered to it pursuant to the terms of this Agreement and no other version of the Deliverables.

#### **4. Delivery**

- 4.1 One copy of the Deliverables shall be delivered to the QAS End User at the Location. Risk of loss shall pass to the QAS End User upon delivery.
- 4.2 Changes, modifications or enhancements may be made to the Deliverables during the term of this Agreement.

#### **5. Warranties**

- 5.1 CACI warrants that any services will be provided and any Deliverables produced with reasonable care and skill. Neither CACI nor QAS warrants that the Deliverables are accurate or complete.
- 5.2 Except as set forth in this Clause 5, no warranties, whether express or implied, are made regarding or relating to the Deliverables or services supplied pursuant to this Agreement. To the maximum extent permitted by law, all implied warranties as to satisfactory quality, fitness for any particular purpose (even if QAS has been informed of such purpose) or otherwise with respect to the Deliverables and any services supplied hereunder are specifically disclaimed.

#### **6. Audit Rights**

- 6.1 CACI, QAS, ONS, GRO(S) and NISRA reserve the right to audit for compliance with the terms and conditions of this Agreement. Such right of audit shall include (without limitation) the right to audit any relevant database or computer files maintained by the QAS End User to ensure that use of the Deliverables by the QAS End User is in compliance with the provisions of this Agreement.
- 6.2 The QAS End User acknowledges and agrees that a small number of seed records may be included in the Deliverables to enable CACI and QAS to monitor usage.

#### **7. Intellectual Property Rights**

- 7.1 The Deliverables are supplied subject to the copyright of CACI and any third party whose data is included in the Deliverables (including the Crown). The proprietary rights in the Deliverables, any modifications and copies thereof, are vested in and shall remain vested in CACI and its third party licensors.

7.2 Nothing in this Agreement shall constitute a transfer or assignment of any copyright, database rights or other intellectual property rights of CACI or any of its third party licensors.

7.3 Data from the Census contained in the Deliverables ("Census Data") which was derived from the 1991 Census and/or the Northern Ireland Census 1991, and/or the 2001 Census, was supplied under licence from ONS and from GRO(S) and from NISRA. Before releasing the Census Data, ONS, GRO(S) and NISRA performed a comprehensive edit of the data and took precautions to safeguard the privacy and identification of any particular person or household. The Census Data is subject to Crown Copyright and may not be further published or transferred to any party, other than pursuant to this Agreement, whether in whole or in part without the written permission of ONS and/or GRO(S) and/or NISRA. On all copies of the Census Data, one of the following notices shall be prominently displayed: "Source: ONS and GRO(S) © Crown Copyright 1991 All rights reserved" or "Source: 2001 Census Area Statistics". On all copies of Census Data supplied by Northern Ireland, the following notice shall be prominently displayed: "Source: Northern Ireland Statistics and Research Agency © Crown Copyright 1994 All rights reserved".

7.4 The QAS End User shall not in any way attempt to obtain or derive information relating specifically to an identifiable person or household (personal census information) from the data supplied by ONS, NISRA and GRO(S). Further, the QAS End User shall not claim to have obtained or derived such information, to any person or for any purpose.

## 8. Data Protection Act 1998

8.1 Each party warrants to the other that it is registered pursuant to the provisions of the Data Protection Act 1998 (the "Act") for all categories of the business it undertakes. Each party warrants its compliance with the provisions of the Act and undertakes that it will comply with the Act with regards to the collection, maintenance and use of personal data (as that term is defined in the Act).

8.2 The QAS End User warrants to CACI that it shall do everything that CACI (or QAS) may request for the purpose of enabling CACI to comply with the Act or which may be necessary or desirable for that purpose. In particular the QAS End User shall:

- (i) ensure that before using the Deliverables, any personal data contained therein is up to date and for this purpose the QAS End User shall undertake regular cleaning of that personal data, and make any necessary suppressions from that personal data, in accordance with the Act, the Direct Marketing Association Code of Practice and accepted industry standards;
- (ii) implement and maintain appropriate technical and organisational security measures against unauthorised and unlawful processing of the personal data contained in the Deliverables and against accidental loss and destruction of, and damage to, such personal data in accordance with all appropriate data protection legislation. Such measures shall include making the QAS End User's employees and contractors aware of the QAS End User's obligations under the Act;
- (iii) not transfer the personal data received from or on behalf of CACI outside the European Economic Area; and
- (iv) only use the personal data received from or on behalf of CACI pursuant to the terms of this Agreement.

8.3 Each party ("First Party") will indemnify the other and hold it harmless in respect of any claim made against that other party arising out of any failure of the First Party to comply with the Act and the terms of this Clause 8.

## 9. Confidentiality

Each party to this Agreement acknowledges that the Confidential Information consists in valuable trade secrets. Each party shall hold in confidence Confidential Information of the other party and the other party's licensors and use it solely in accordance with the provisions of this Agreement and not disclose, or permit to be disclosed, the same directly or indirectly to any third party without the other party's prior written consent. Notwithstanding the foregoing, each party ("First Party") may disclose Confidential Information of the other and its licensors, in whole or in part, to the First Party's employees, officers, directors, professional advisers and or subcontractors (i) who require access to the same in order to enable the First Party to exercise its rights and perform its obligations hereunder and (ii) provided that they are bound in writing to keep such information confidential. In addition QAS may have access to this Agreement on the basis that it shall be under an obligation of confidentiality consistent with the terms of this Clause. Each party agrees to exercise due care in protecting the Confidential Information from unauthorised use and disclosure. All Confidential Information shall remain the Confidential Information and the sole property of the disclosing party or its licensors. "Confidential Information" includes without limitation the terms of this Agreement, the Deliverables, any information identified by the disclosing party as proprietary or confidential, and any information that,

when taking into consideration the circumstances surrounding disclosure of the same, a reasonable person would determine to be of a confidential or proprietary nature. Information will not be considered to be Confidential Information if (i) available to the public other than by a breach of this Agreement; (ii) rightfully received from a third party not in breach of any obligation of confidentiality and imposing no obligation of confidentiality with respect to that information; (iii) independently developed by a party without use or reference to the Confidential Information of the other; (iv) known to the receiving party, without restriction, prior to disclosure by the disclosing party; or (v) produced in compliance with applicable law or a court order, provided the disclosing party is given notice and an opportunity to object to the disclosure. In the event of a breach of this Clause 9, the damaged party will be entitled to injunctive relief and/or a decree for specific performance and such further relief as may be proper. The provisions of this Clause 9 shall survive the termination of this Agreement.

## 10. Price and Payment

10.1 The QAS End User agrees to pay to QAS the:-

10.1.1 Initial Licence Fee: 100% upon the Commencement Date.

10.1.2 Subsequent Licence Fee: annually upon each anniversary of the Commencement Date during the continuance of this Agreement subject to adjustment in accordance with any rise in the Retail Price Index since the Commencement Date.

10.1.3 Other agreed fees and any Expenses upon invoice.

10.2 All fees payable hereunder are exclusive of value added taxes which will be added to the invoice where appropriate.

10.3 Payment of any amounts due shall be made within thirty (30) days after the date of invoice and in the event of late payment QAS may charge interest on any amount that has not been paid, before and after judgment, at the rate of 4% per annum above the Base Rate of Barclays Bank Plc in force from time to time.

10.4 If the QAS End User is committed to making a number of payments hereunder, and the QAS End User defaults on any one payment, then all payments still to be made at the date of default shall immediately fall due and owing to QAS at that date.

## 11. Term and Termination

11.1 This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with the terms set forth below, until terminated by either party (or QAS) giving not less than three (3) months' notice in writing to the other party, such notice to expire on the third or any subsequent anniversary of the Commencement Date.

11.2 CACI (or QAS) or the QAS End User may terminate this Agreement immediately at any time by written notice to the other if:

11.2.1 the other party commits a material breach of this Agreement which is not capable of being remedied;

11.2.2 the other party commits a material breach of this Agreement which is capable of being remedied but which it fails to remedy within thirty (30) days after receiving written notice requiring it to do so; or

11.2.3 the other party becomes insolvent, has an administrator, receiver or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt or an order or resolution is made for its winding-up, dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or any event occurs in a foreign jurisdiction analogous to, or comparable with, any of the above.

11.3 CACI (or QAS) may terminate this Agreement immediately at any time upon written notice to the QAS End User if QAS considers that a change of ownership of the QAS End User will adversely affect CACI.

12. **Effect of Termination** - Upon termination of this Agreement, the QAS End User shall cease using the Deliverables and all reports and other material generated through use of, or derived from, the Deliverables ("Derived Data") and shall destroy or return to CACI (as directed by CACI or QAS) all copies of the

Deliverables in its possession or under its control and shall also delete all Derived Data from websites and mailing lists maintained by or for it and cease using mailing lists segmented by using the Deliverables. Upon termination of this Agreement, the QAS End User shall give CACI written notice certifying that it has complied with the provisions in this Clause 12. Termination shall not relieve the QAS End User from paying all fees accrued under this Agreement prior to termination and shall not limit either party from pursuing any remedies other than termination.

13. **Employment of Personnel** - During the term of this Agreement and for twelve (12) months thereafter the QAS End User shall not solicit for employment whether as an employee, agent, partner or consultant, any employee of CACI or QAS with whom the QAS End User has had dealings during the previous twelve (12) month period (“Relevant Employee”). The parties agree that a reasonable forecast of the damages arising from breaching this Clause with respect to a Relevant Employee would be, and the QAS End User agrees to pay as liquidated damages, an amount equal to the annual salary of that Relevant Employee as of the date of the breach of this Clause 13. CACI or QAS may also seek injunctive relief in the event that the QAS End User is in breach of this Clause 13. The provisions of this Clause shall, for the avoidance of doubt, not apply to the recruitment of a Relevant Employee who responds to a bona fide public advertisement for a vacancy.
14. **Limitation of Liability**
  - 14.1 WITHOUT PREJUDICE TO CLAUSES 14.2 AND 14.3 AND EXCEPT IN THE CASE OF A BREACH OF CLAUSE 3 (LICENCE RESTRICTIONS) OR CLAUSE 9 (CONFIDENTIALITY), NEITHER PARTY’S LIABILITY FOR ANY DAMAGES, NOR THAT OF CACI’S LICENSORS OR AGENTS, SHALL EXCEED AN AMOUNT EQUAL TO ONE HUNDRED AND TWENTY FIVE PERCENT (125%) OF THE LICENCE FEES PAID AND OR OWED TO QAS IN THE YEAR IN WHICH THE LIABILITY AROSE. ALL LIABILITY UNDER THIS AGREEMENT IS CUMULATIVE AND NOT PER INCIDENT.
  - 14.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF REVENUES OR PROFITS, LOSS OF GOODWILL, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY AGREES TO TAKE REASONABLE ACTION TO MITIGATE ITS DAMAGES.
  - 14.3 NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR IN ANY WAY LIMIT (I) EITHER PARTY’S LIABILITY FOR FRAUD OR (II) EITHER PARTY’S LIABILITY TO THE OTHER FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE.
  - 14.4 The limitations of liability in this Agreement have been considered by both parties in the light of availability of insurance cover and both parties agree that they are fair and reasonable.
15. **Notices** - Any notice to be given under this Agreement shall be in writing and shall be deemed to be sufficiently given if served personally on a director of the other party or by prepaid first class recorded delivery post to the registered address of the other party or to such other address as the other party may have specified by notice in accordance with this Clause. Notices shall be deemed to be served seventy-two (72) hours after posting. In proving service by post it shall be sufficient to show that the form provided by the Royal Mail for registered mail has been returned.
16. **Assignment** - The QAS End User may not assign this Agreement in whole or in part, nor any rights under this Agreement, without CACI’s prior written consent.
17. **Entire Agreement** - This Agreement, including the Schedules incorporated herein, supersedes all previous and contemporaneous agreements and understandings including the terms in any purchase order issued by the QAS End User and constitutes the entire understanding between the parties concerning the subject matter of this Agreement. Neither party has been induced to enter into this Agreement by a statement or promise which it does not contain. However this provision shall not operate to limit or exclude any liability for fraud. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that the QAS End User may use in connection with the licensing of the Deliverables will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of CACI or QAS to object to such terms, provisions, or conditions. This Agreement may not be amended except in writing signed by duly authorised representatives of each party.
18. **Waiver** - The failure of either party to enforce any term of this Agreement does not constitute a waiver of it and shall in no way affect the right later to enforce the term.

19. **Severability** - Should any provisions be held to be unenforceable or contrary to law the remaining provisions shall remain in full force and effect. Where relevant, the parties shall use their reasonable endeavours to agree a new provision resembling the invalid one in its commercial consequence as much as possible.
20. **Force Majeure** - In the event of national emergency, war, prohibitive governmental regulation, labour disputes or any other cause beyond the reasonable control of the parties ("Force Majeure Event") the obligations of the parties shall be suspended for so long as the Force Majeure Event renders performance of this Agreement impossible and upon the occurrence of the Force Majeure Event all monies then due to QAS shall be paid immediately. For the avoidance of doubt, the inability to meet financial obligations shall not be considered to be a Force Majeure Event.
21. **Governing Law** - This Agreement shall be governed and construed in accordance with English Law. In the event of a dispute the parties hereby agree to submit to the exclusive jurisdiction of the English courts.
22. **Publicity** - It is hereby agreed and acknowledged by the QAS End User that CACI and QAS may make press announcements and generally publicise this Agreement and its contents.
23. **Rights of third parties** – Any supplier of data contained in the Deliverables shall be entitled to enforce this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999. Subject to the foregoing, the parties agree that any person who is not a party to this Agreement shall have no right pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement or rely on any exclusion or limitation contained therein. However this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

**Deliverables:**

[     ]

Geographical areas

[Great Britain]

**Initial Licence Fee:**

**Subsequent Licence Fee:** the Initial Licence Fee plus VAT subject to adjustment in accordance with any rise in the Retail Price Index since the Commencement Date.

**Special Conditions:**

For the avoidance of doubt, both CACI and QAS shall be entitled to enforce the terms of this Agreement against the QAS End User.