

# Rail Data and Intelligence Ltd Commercial User Licence

## Agreed terms

### 1. Interpretation

1.1 The following definitions and rules of interpretation apply in this agreement.

**Commencement Date:** the date of payment of the Fees.

**Conditions:** the terms and conditions set out in this agreement plus the Supplier's standard terms and conditions found here: <https://portal.railintel.com/terms> as updated from time to time.

**Defect:** an error in a Service that causes it to fail to operate substantially in accordance with the relevant specification set out in this agreement for said Service.

**Documents:** any written documentation provided by the Supplier to You containing information on the Source Code, use of the Services, or otherwise containing technical 'know-how' or guidance.

**Fees:** the fees chargeable for the Services and any specific payment terms as defined in clause 4.

**Licence:** the licence granted under clause 3.

**Licensed Software:** any software licensed under the Licence or included or used in the development of the Services.

**Licensed Users:** the specified users by You of any Licensed Software.

**Services:** the services to be provided by the Supplier under this agreement which shall include the Licence and services listed as included in Schedule 1.

**Source Code:** the source code of the software to which it relates, in the language in which the software was written, together with all related flow charts and technical documents, all of a level sufficient to enable You's development personnel to understand, develop and maintain that software.

**Supplier:** Rail Data and Intelligence Ltd incorporated and registered in England and Wales with company number 15184083 whose registered office is at Unit 7 Swan Court, Forder Way, Hampton, Peterborough, England, PE7 8GX.

**Term:** the period from the Commencement Date until the termination of this Agreement.

**Third Party Licence:** an agreement between the Supplier and a third party, including where applicable, an Authorised User, for the provision of data and services required for the use and delivery of the Services.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar additional tax or any other similar turnover, sales or purchase tax or duty levied in any other jurisdiction.

**You/Your:** the person, company or entity who has registered to use the Supplier's Services and/or has entered into an agreement to use the Supplier's Services.

## **2. Scope**

- 2.1 The Supplier grants the Licence and shall supply the Services to You and the Licensed Users in accordance with, and subject to, the Conditions and the relevant Third Party Licence in consideration for the Fees which shall be payable in accordance with clause 4.

## **3. Licence**

- 3.1 For the Term of this agreement the Supplier shall licence the Services and Licenced Software for use by You and the Licensed Users and You agree, and shall ensure that such Licensed Users agree, to be bound by the Conditions in respect of such Licence.
- 3.2 The Supplier grants, subject to the Conditions, You and, by prior written consent of the Supplier, Licensed Users the non-exclusive right to use the Services and the Documents for the purposes of this agreement.
- 3.3 You shall have no right to, and shall ensure that its Licensed Users shall not, use any of the Services outside the Conditions and after the termination of this agreement.
- 3.4 You have no right to make, or authorise the making of, any other copies of the Licensed Software.
- 3.5 For the avoidance of doubt You have no right (and shall not permit Licensed Users or any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Services in whole or in part except to the extent that any reduction of the Services to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the same with You's own systems, unless the Supplier has provided the information necessary to achieve such integration without any such reduction.
- 3.6 You shall indemnify and hold the Supplier harmless against any and all claims, liabilities, damages, losses, and expenses, including reasonable legal fees and costs, arising out of or in any way connected with your use of the Services or violation of these terms.

#### **4. Payment and duration**

- 4.1 The Supplier shall submit an invoice for the Fees. You shall make payment of the invoice by the due date stated in that.
- 4.2 The Fees, and all other payments stated in this agreement are net of tax. You shall, in addition, pay to the Supplier the amount of any tax, duty or assessment, including any applicable VAT, which the Supplier is obliged to pay and/or collect from You in respect of any supply under the agreement (other than tax on the Supplier's income).
- 4.3 If You fail to make any payment due to the Supplier under this agreement by the due date for payment, then, without limiting the Supplier's remedies under the Conditions, the Supplier may suspend this Agreement until the outstanding Fees are paid.
- 4.4 If the Supplier investigates a failure of the Services, which proves in the Supplier's reasonable opinion not to have been caused by a Defect, the Supplier may charge You for the time spent on such visit on a time-and-materials basis at its standard rates then in force.

#### **5. Termination and Term**

- 5.1 This Agreement (and the Licence) shall begin on the Commencement Date and shall continue for the duration of 1 year.
- 5.2 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, either party may at any time terminate this agreement with immediate effect by giving written notice to the other party if:
  - (a) the other party commits a material breach of any Condition (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
  - (b) the other party repeatedly breaches any of the Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the Conditions; and
  - (c) all other specified Conditions.

#### **6. General:**

- 6.1 Any notice required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by prepaid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice at the registered office of

each party or as otherwise specified by the relevant party by notice in writing to each other party.

**Schedule 1 – Service Specification**

<b>Service</b>	<b>Up to 3 Licensed Users</b>	<b>More than 3 Licensed Users</b>
Premium Subscription		