

DATED _____

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(2) << >>

ONLINE DATA SUBSCRIBER AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) <<Name of Database Owner>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered Office>> (“the Database Owner”) and
- (2) <<Name of Subscriber>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered Office>> (“the Subscriber”)

WHEREAS:

- (1) The Database Owner operates a database providing <<insert nature of data provided>> data to subscribers (“the Database”).
- (2) The Subscriber wishes to access certain data from the Database (“the Data”).
- (3) The Database Owner agrees to provide the Subscriber with access to the Data subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the Territory;
“Business Hours”	means any hours during which ordinary banks are open for their full range of normal business in the Territory;
“Confidential Information”	means the information contained in the Database, information concerning the Database and the System, other business information relevant thereto, information relating to the services, customers, business, revenue and systems of either Party and any other information which is described as confidential;
“Data”	means the data set out in Schedule 1 to which the Subscriber shall have access under this Agreement;
“Initial Term”	means the initial term of this Agreement as set out in Clause 12 below;

“Intellectual Property”	means all present and future intellectual property rights, whether limited to copyright, trade marks, design rights (whether registered or not), patents, know-how, trade secrets, database rights and any other rights or registration of these rights and any extensions thereof existing in any part of the world now known or in the future created or to be created;
“Subscriber’s Equipment”	means all computer equipment and software which the Subscriber shall use to access the Data and the System;
“Term”	means the period of time as defined in Clause 12;
“Territory”	means the geographical area in which the Data may be used by the Subscriber;
“Software”	means the computer programs which enable the Subscriber to access the Data and the System as defined in schedule 4;
“Subscription Fees”	means the fees payable by the Subscriber in order to access the Data and the System as defined in schedule 3;
“Subscriber’s Premises”	means the premises located at <<insert address>> where the Subscriber operates its business;
“System”	means the computer system and any support facilities through which the Data and the System are accessed;
1.2	Unless the context otherwise requires, the following definitions apply in this Agreement to: <ul style="list-style-type: none"> 1.2.1 “writing”, and any other form of communication effected by similar means; 1.2.2 a statute or a provision of law, or a provision as amended or re-enacted; 1.2.3 “this Agreement” is the Agreement and each of the Schedules as amended or re-enacted; 1.2.4 a Schedule is a schedule to this Agreement; 1.2.5 a Clause or paragraph is a Clause or paragraph of this Agreement (other than the Schedules) and a sub-clause or sub-paragraph is a sub-clause or sub-paragraph of the relevant Schedule; 1.2.6 a “Party” or the “Parties” are the parties to this Agreement.
1.3	The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement;
1.4	Words imparting the singular shall include the plural and vice versa.
1.5	References to any gender shall include the other gender.

2. Nature of Agreement

- 2.1 This Agreement shall govern the use of any and all Data by the Subscriber.
- 2.2 In the event that special terms of the Data, those terms and the exact Data to which they apply set out in Schedule 2 and shall override any conflicting terms in this Agreement.

3. The Data

- 3.1 The Subscriber shall have access to the Data as set out in Schedule 1.
- 3.2 The contents of Schedule 1 may be amended by mutual agreement between the Parties. The amendments shall take effect:
- 3.2.1 upon the signing of the amended Schedule and the returning of that copy to the other Party;
- 3.2.2 by the Subscriber providing any Data which has been added to the Schedule.
- 3.3 The Data and any other material forming part of the Database which is collected from multiple data sources ("the Data Provider"). The Database is made available to the Subscriber through the System.
- 3.4 The Database Owner may make amendments to the Database, to any software or facilities under its control provided such amendments do not materially affect the quality of the Data.
- 3.5 The Database Owner shall make reasonable endeavours to ensure that the Subscriber is able to access the Database during Business Hours and on Business Days applicable in the relevant jurisdiction.

4. Subscription Fees and Payment

- 4.1 The Subscriber shall pay the Subscription Fees to the Database Owner as set out in Schedule 3. Subscription Fees shall be paid within <<insert time period e.g. 30 days>> of receipt of the invoice. Alternative payment provisions are set out in Schedule 3.
- 4.2 In the event that the Subscriber fails to pay the Subscription Fees within the required time period, the Database Owner may:
- 4.2.1 charge the Subscriber interest on the amount unpaid, at the rate of <<insert percentage>> per annum, calculated on the basis of the Bank of England base rate;
- 4.2.2 suspend the Subscriber's access to the Database, resuming upon receipt of cleared Subscription Fees and payment of any amounts due from the Subscriber. The Database Owner shall not be liable for any delays or interruptions in access to the Database or the Data due to such suspension.
- 4.3 The Database Owner reserves the right to increase the Subscription Fees from time to time.

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time to time. The Database Owner shall give the Subscriber prior written notice of any such variation.

insert time period e.g. 90 days. The Subscriber shall not be entitled to terminate this Agreement under Clause 12.1.

- 4.4 Any variations of the Subscriber's activities shall not have any effect on the expiry of the term of this Agreement or on the Subscriber's right to terminate this Agreement under Clause 12.1.

5. Preconditions and Approval

- 5.1 Prior to the execution of this Agreement, the Subscriber shall disclose in full details of its principal business activities in the Territory to the Database Owner.
- 5.2 In the event that the Subscriber's activities change during the term of this Agreement, the Subscriber shall disclose details of such changes to the Database Owner.
- 5.3 The Subscriber's Equipment and the Data being granted must be approved by the same person as the Database Owner and the Data being granted.

6. Use of the Data

- 6.1 For the purposes of this Clause, the Subscriber shall not be limited to (but not be limited to) downloading, storing, selling or otherwise dealing with the Data in any manner or for any purpose.
- 6.2 In the absence of the express written consent of the Database Owner to do so, the Subscriber may not use the data:
- 6.2.1 to compile a database;
- 6.2.2 to commercially republish the data through any media, commercial network, or otherwise;
- 6.2.3 in any fashion which would prejudice the proprietary rights of the Database Owner(s).
- 6.3 The Subscriber shall only use the Data for the purposes of their principal business activities as disclosed in the Use of the Data for other purposes shall not be permitted without the written consent of the Database Owner, such consent not to be unreasonably withheld.
- 6.4 The Subscriber may not allow access to the Data without the prior written consent of the Database Owner, such consent not to be unreasonably withheld.
- 6.5 The Subscriber may not make the Data in machine-readable form without the prior written consent of the Database Owner, such consent not to be unreasonably withheld.
- 6.6 The Subscriber shall only allow access to the Data for the purposes permitted by the Database Owner, such consent not to be unreasonably withheld.
- 6.7 In the absence of the Database Owner's written permission, the Subscriber may not make any kind whatsoever to the Data (while the Data is in the Database).
- 6.8 When using the Data the Subscriber shall use reasonable skill and judgement. The Subscriber represents that it has

- such skill and is able to exercise its use of the Data.
- 6.9 Use of the Data may, under the Agreement, be subject to obligations and regulations that fall outside the Agreement including, but not limited to, statutes and codes of practice. The Subscriber hereby warrants that it shall comply with all applicable obligations and regulations applicable in the Territory.

7. Software Licence

- 7.1 The Subscriber is hereby granted a non-transferrable licence to access and use the Software for the purpose of accessing, storing and using the Data during the Term of the Agreement.
- 7.2 The licence granted by this Clause 7 is subject to the following terms and conditions:
- 7.2.1 the Data may only be accessed on a maximum of << number>> workstation[s]
- 7.2.2 the Subscriber may not use the Software on a server or any other form of networked storage device accessible by multiple users; and
- 7.2.3 the Subscriber shall ensure the Software is suitable for shared access.

8. Subscriber's Equipment

- 8.1 Following the approval of the Database Owner under sub-Clause 5.3, the Subscriber may connect its Equipment to the System.
- 8.2 The Database Owner reserves the right to require the Subscriber to disconnect the Subscriber's Equipment in the event that, in the sole opinion of the Database Owner, the Equipment has or is likely to cause failures, interruptions or any other form of disruption to the System or the Database.
- 8.3 In the event that the Subscriber disconnects its Equipment under sub-Clause 8.2, the Database Owner shall provide reasons in writing as soon as possible and shall provide details of any actions required on the part of the Subscriber to enable the Subscriber to reconnect and resume access to the System.
- 8.4 The Database Owner shall not increase the Subscription Fees if changes made under sub-Clause 8.2 result in increased costs to the Database Owner.
- 8.5 Failure by the Subscriber to comply with the requirements of this Clause 8 shall give the Database Owner the right to terminate the Subscriber's access to the System and the Database and to terminate this Agreement in accordance with Clause 12]
- 8.6 The Subscriber shall use its Equipment in a manner that endeavours to ensure that the Subscriber's Equipment is not used for any additional use or application which may give rise to failures, interruptions or defects or any other form of disruption to the System or the Database.
- 8.7 Under no circumstances may the Subscriber use the Subscriber's Equipment (or any other equipment) to access the System or the Database which it is not expressly authorised to do so.

- 8.8 Under no circumstances may the Subscriber use the Subscriber's Equipment, or allow it to be used, in connection with this Agreement.
- 8.9 The Subscriber may not use the System in any manner which may result in the System, or the Data being accessed, used, stored or redistributed through the Database, network or other distribution medium.
- 8.10 The Database Owner shall have the right to inspect the System during the Term of this Agreement to inspect the System on giving <<insert period e.g. 14 days>> written notice.

9. Intellectual Property

- 9.1 Unless otherwise expressly stated, all Intellectual Property rights subsisting in the System, the Database or related materials are the property of the Database Owner.
- 9.2 In the absence of the Database Owner's written permission to the contrary (where the Database Owner has authority to do so), the Subscriber shall not use the System or the Data in any manner which is inconsistent with the Copyright Designs and Patents Act 1988, the Trade Marks Act 1994 or other Intellectual Property legislation applicable within the United Kingdom.
- 9.3 The Database is compiled using [multiple data sources ("the Data Providers")]. The Database is the Intellectual Property rights in the contents of the Database and those Intellectual Property rights are not owned by Data Providers.
- 9.4 The Database Owner has continued to invest substantial time and resources in the system of the Database and in the obtaining, verification and original intellectual creation of the contents of the Database. The Database Owner therefore owns the copyright in the selection and arrangement of the contents of the Database and in the additional material contained therein. Such ownership shall be without prejudice to any Data Providers which may subsist in the contents of the Database.
- 9.5 Unless it is expressly authorised by the Database Owner, in writing, the Subscriber may not reproduce, adapt, translate, arrange, redistribute or otherwise use all or any part of the Database or its contents to any third party directly.
- 9.6 Unless it is expressly authorised by the Database Owner, the Subscriber may not extract, or re-utilise the Data for any commercial purposes including, but not limited to, the redistribution of the Data.
- 9.7 In the event that the Subscriber breaches any of the provisions contained in this Clause 9, both civil and criminal penalties may be incurred. In addition to such penalties, the Database Owner shall be entitled to immediate injunctive relief in order to restrain any further breach (whether or not such breach is detected) which infringes any of the rights detailed in this Clause 9. The Subscriber shall fully indemnify the Database Owner against any and all costs and expenses which may result from any such infringement.
- 9.8 The Subscriber shall ensure that the Database Owner or other copyright owner is acknowledged as "All Rights Reserved." is

included in any and all information
of the Data whether such information

the Database or by the use
or hard copy form.

10. Confidentiality

10.1 Each Party undertakes that it will not disclose any Confidential Information, in writing by the other Party, at all times during the continuance of this Agreement and for a period of [] after its termination:

any sub-Clause 10.2 or as
at all times during the
] after its termination:

10.1.1 keep confidential all Confidential Information;

any other person;

10.1.2 not disclose any Confidential Information to any other person;

10.1.3 not use any Confidential Information for any purpose other than as contemplated by and for the purposes of this Agreement;

any purpose other than as
this Agreement;

10.1.4 not make any copies of Confidential Information or part with possession of any Confidential Information;

or part with possession of

10.1.5 ensure that none of its directors, employees, agents or advisers does any act in breach of the provisions of sub-Clause 10.1.4 above.

, employees, agents or
Party, would be a breach
1.4 above.

10.2 Either Party may:

10.2.1 disclose any Confidential Information to:

that Party;

10.2.1.1 any sub-consultant or subcontractor;

10.2.1.2 any government body or regulatory body; or

or regulatory body; or

10.2.1.3 any employee, agent or adviser of the Party or of any of the parties to the Agreement, to such extent only as is necessary for the purposes contemplated by this Agreement, or as may be required by law, provided that the Party first informs the other Party in writing that the Confidential Information is confidential and that the disclosure is to any such body as is mentioned in sub-Clause 10.2.1.2 above or any other body (including any such body) obtaining and disclosing the Confidential Information from the person in question, as nearly as practicable in accordance with the provisions of this Clause, to keep the Confidential Information confidential and to use it only for the purposes for which the Confidential Information is disclosed.

purposes contemplated by
each case subject to that
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10.2.2 use any Confidential Information for any purpose other than as contemplated by and for the purposes of this Agreement, or to disclose it to any other person, to the extent that such Confidential Information is not in the public knowledge through no fault of that Party, provided that the Party does not disclose any part of the Confidential Information which is not public knowledge.

pose, or disclose it to any
e date of this Agreement,
lic knowledge through no
so that Party does not
ation which is not public

10.3 The provisions of this Clause shall survive the termination or expiry of their terms, notwithstanding anything to the contrary in any agreement for any reason.

force in accordance with
greement for any reason.

11. Liability and Indemnity

11.1 The Database Owner shall use reasonable endeavours to ensure that the System, the Data and the Database are free from errors and inaccuracies and that the Data is accurate and up-to-date.

able endeavours to ensure
re free from errors and

- 11.2 In the event that any error is brought to the Database Owner's attention, it shall use all reasonable endeavours to remedy the same in as short-a-time as possible.
- 11.3 Subject to sub-Clauses 11.4 and 11.5, the Database Owner shall not be liable for any direct, indirect or consequential damage sustained by the Subscriber or any third party as a result of the System, the Database or the Data (whether such damage is caused in whole or in part by the Database Owner).
- 11.4 Losses for which the Database Owner shall be liable under sub-Clause 11.3 include, but are not limited to:
- 11.4.1 defects, failures or interruptions of the System or the Database; or
 - 11.4.2 errors or inaccuracies in the Database.
- 11.5 The total liability of the Database Owner under this Agreement shall be limited to the total of the Subscription fee paid by the Subscriber in the relevant year.
- 11.6 The Database Owner shall not indemnify the Subscriber against any costs, damages, losses, expenses, claims or proceedings in respect of any injury or damage, directly or indirectly unless caused by the Database Owner.
- 11.7 The Subscriber shall be liable to indemnify the Database Owner against any costs, liability, damages, losses, expenses, claims or proceedings in respect of any injury or damage, directly or indirectly as a result of:
- 11.7.1 breach by the Subscriber of any provision of this Agreement; or
 - 11.7.2 use by the Subscriber of the System (whether or not in accordance with this Agreement or otherwise) of the System or the Database Data.
- 11.8 In the event that the Subscriber breaches this Agreement, notwithstanding that the Subscriber shall be entitled, the Subscriber shall indemnify the Database Owner for any loss suffered by the Database Owner and shall be required to reimburse the Database Owner for any costs, damages, losses, expenses, claims or proceedings in respect of any injury or damage, directly or indirectly as a result of the breach.

12. Term and Termination

- 12.1 This Agreement shall commence on the date on which the System, the Database or the Data become available to the Subscriber.
- 12.2 The Initial Term of <<insert period>> shall commence on the date on which the System, the Database or the Data become available to the Subscriber.
- 12.3 The Term of this Agreement shall be for a period of <<insert period>> or until terminated by one Party by written notice to the other Party on or after the anniversary of the date on which the System, the Database or the Data become available to the Subscriber.
- 12.4 Either Party has the right to terminate this Agreement immediately if the other:
- 12.4.1 has committed a material breach of this Agreement, unless such breach is capable of being remedied and the Party has failed to remedy the breach within <<insert period>> after a written notice to do so; or

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12.4.2 goes into bankruptcy or liquidation (whether voluntary or compulsory (save for the purposes of the reconstruction or amalgamation) or if it ceases to carry on any part of its assets

12.5 In the event of termination of the Agreement, the Subscriber shall be required to permanently destroy all copies made for any purpose under this Agreement and shall be required to take such action no later than <<insert>> following the date of expiry or termination.

12.6 Any and all rights and obligations which either expressly or by their nature continue beyond the termination or expiration of this Agreement shall survive termination of the Agreement.

13. Assignment

Neither Party shall assign, transfer or otherwise make over to any third party the benefit and/or obligation of this Agreement without the prior written consent of the other, such consent

other manner make over to any third party the benefit and/or obligation of this Agreement without the prior written consent of the other, such consent

14. Notices

14.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, the Party giving the notice.

and be deemed duly given if signed by, or on behalf of, the Party giving the notice.

14.2 Notices shall be deemed to have been received by the Party to whom they are addressed:

14.2.1 when delivered, if delivered by hand or registered mail) during business hours of the recipient; or

other messenger (including hand delivery or registered mail) during business hours of the recipient; or

14.2.2 when sent, if transmitted by e-mail and a successful transmission report is received; or

e-mail and a successful transmission report is received; or

14.2.3 on the fifth business day after mailing, if mailed by national ordinary mail, postage paid; or

g, if mailed by national ordinary mail, postage paid; or

14.2.4 on the tenth business day after mailing, if mailed by airmail, postage prepaid.

g, if mailed by airmail, postage prepaid.

14.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or fax number of the Party to whom they are addressed.

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15. Force Majeure

Neither Party to this Agreement shall be liable for any failure or delay in performing its obligations where such failure or delay is caused by a force majeure event that is beyond the control of that Party. Such events are not limited to: power failure, Internet Service Provider failure, storms, earthquakes, acts of terrorism, war, civil unrest, fire, flood, or any other force majeure event that is beyond the control of that Party.

ure or delay in performing its obligations where such failure or delay is caused by a force majeure event that is beyond the control of that Party. Such events are not limited to: power failure, Internet Service Provider failure, storms, earthquakes, acts of terrorism, war, civil unrest, fire, flood, or any other force majeure event that is beyond the control of that Party.

16. **Severance**

The Parties agree that, in the event that any provision of the provisions of this Agreement is found to be unlawful or unenforceable, that / those provisions shall be deemed severed and the remainder of this Agreement shall be enforceable.

17. **Entire Agreement**

17.1 This Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither Party shall rely on any agreement, understanding or arrangement made in this Agreement, save as expressly provided in this Agreement, save as expressly provided in this Agreement.

17.2 Unless otherwise expressly provided in this Agreement, this Agreement may be varied or amended by both of the Parties.

18. **No Waiver**

The Parties agree that no failure to exercise the performance of any provision in this Agreement shall constitute a waiver of any provision in this Agreement or the right to subsequently enforce that provision or any other provision in this Agreement. Such failure shall not constitute a continuing waiver of any provision in this Agreement.

19. **Law and Jurisdiction**

19.1 This Agreement (including any amendments and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

19.2 Any dispute, controversy, or claim arising out of or relating to this Agreement (including any amendments and obligations arising therefrom or associated therewith) shall be referred to the jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF this Agreement has been made the day and year first before written

SIGNED by

<<Name and Title of person signing for Database Owner's Name>>
for and on behalf of <<Database Owner's Name>>

In the presence of
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for Su
for and on behalf of <<Subscriber's Name>

In the presence of
<<Name & Address of Witness>>

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Data

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Special Terms

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Subscription Fees

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Subscriber's Equipment

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