

DATABASE END USER AGREEMENT (the “Agreement”)

PLEASE READ THIS AGREEMENT BEFORE ACCESSING ANY CAMPDEN BRI DATABASE

This Agreement, which may be updated by Us from time to time is a legally enforceable agreement between Campden BRI and You to which you agree to be bound by Your use of any Campden BRI Database.

1. DEFINITIONS

You or Your: The party entering into this Agreement with Us by accepting these terms. which shall include Your Authorised Users.

Us, We, or Our: Campden BRI of Station Road, Chipping Campden, Gloucestershire GL55 6LD

Agreement: the terms and conditions set out in this Agreement and (i) any Campden BRI policies or documents which shall includes but is not limited to Campden BRI’s Terms of Website Use, Acceptable Use Policy, Privacy Policy, (ii) any updates thereto and any additional terms notified to You before Your use of a Database.

Authorised Users: You and/or any person in your business that We have authorised to use the Database.

Business Day: a day other than a Saturday, Sunday or public holiday in England.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in Clause 5.

Database: all and any of the web based searchable software and databases to which Campden BRI grants you access by electronic means at [www.campdenbri.co.uk.]

Start Date: The date we grant you access to the Database and/or Your Subscription Period starts.

Subscription Fee: Where applicable the subscription fee for access to a Database in accordance with this Agreement.

Subscription Period: Where applicable the period for which a Subscription Fee is payable.

2. AUTHORITY AND LICENCE FOR USE OF THE PRODUCT

2.1. We authorise You and Your Authorised Users to use the Database for which You agree to observe these terms and where applicable to pay Us the relevant Subscription Fee.

2.2. You confirm that you are authorised to enter into this Agreement and acknowledge that, if You are a corporate entity, this Agreement binds your employees or agents to the terms and conditions of this Agreement.

2.3. We reserve all rights, including without limitation all intellectual property rights, not expressly granted to You in this Agreement.

2.4. This Agreement starts on the Start Date and ends on the first of the following events:

2.4.1. where relevant the end of the Subscription Period (unless We have agreed with You to renew this Agreement); or

- 2.4.2. termination of this Agreement under clause 8.
- 2.5. We hereby grant You on the terms of this Agreement a worldwide, non-exclusive, non-transferable right, without the right to sub-license, to use the Database for Your internal business purposes only.,
- 2.6. You shall not, and shall not encourage others to:
- 2.6.1. make copies of or derivative works of a Database, modify, disclose or distribute any portion of a Database ; or
 - 2.6.2. attempt to reverse engineer, copy, compile or disassemble, all or any Database , or in any way attempt to, or encourage or assist any other person to, circumvent or modify any security technology which is part of a Database., or
 - 2.6.3. resell, assign, rent, give, transfer, pass title to, lease, copy, provide access to or sublicense any Database to any third party or permit anyone to use any data or information not owned by You that is generated by a Database; or
 - 2.6.4. remove or obscure any proprietary, copyright or other notices of Campden BRI or any third party contained in or referred to in a Database (including any information or data contained in or generated by a Database);
 - 2.6.5. publicly disseminate information regarding the performance of a Database;
 - 2.6.6. use the Campden BRI name or its trademarks or logos except as permitted in Clause 8.1; or
- 2.7. Unless We agree otherwise in writing, You may only use or make available a Database on Your hardware systems, whether owned, leased or controlled by You. You will be responsible for any use of a Database on any hardware systems not owned, leased or controlled by You ("Uncontrolled Systems").

3. YOUR OBLIGATIONS

- 3.1. You will ensure that Authorised Users comply with the terms of use of a Database in this Agreement and do not:
- 3.1.1. Copy, print out (unless required in order to comply with any commercial audit obligations) or otherwise reproduce any material relating to part of a Database, except as permitted under this Agreement or authorised by Us in writing.
 - 3.1.2. make any part of a Database available to anyone, except as permitted under this Agreement or authorised by Us in writing;
 - 3.1.3. assign or otherwise dispose, in whole or in part, of Your rights under this Agreement.
- 3.2. In relation to the Authorised Users, You undertake that:
- 3.2.1. Where relevant, the maximum number of Authorised Users that are registered to access and use a Database shall not exceed the number of user subscriptions You have purchased from time to time;
 - 3.2.2. If you choose or are provided with a user identification code or password or other piece of information as part of our security procedure, you must treat such information as confidential and not disclose it to any third party. You should inform Us immediately if You have any reason to believe that Your password has become known to anyone else, or if the password is being, or is likely to be used in an unauthorised manner
- 3.3. This Agreement does not grant You any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of a Database.

- 3.4. You will indemnify, defend and hold Us harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable legal fees and costs) arising out of or in connection with any claim arising from or relating to any breach by You of this Agreement.
- 3.5. You agree to use a Database only for lawful purposes, and in a manner which does not infringe the rights of, or restrict or inhibit the use and enjoyment of, a Database by any third party.
- 3.6. You will provide accurate, current and complete information when registering for access to a Database.

4. CONFIDENTIALITY

- 4.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:
 - 4.1.1. is or becomes publicly known other than through any act or omission of the receiving party; or
 - 4.1.2. was in the other party's lawful possession before the disclosure; or
 - 4.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 4.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - 4.1.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 4.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 4.3. Each party shall use its best endeavours to ensure that the other's Confidential Information to which it has access is not disclosed or distributed in violation of the terms of this Agreement.
- 4.4. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party (except, in Our case, those third parties sub-contracted by Us to perform services related to Database maintenance and back-up).
- 4.5. You acknowledge that Our Confidential Information includes the Subscription Fee (where relevant) and the user ID and password provided to each Authorised User.

5. DISCLAIMER

- 5.1. We declare and You acknowledge that all implied warranties and conditions are excluded to the maximum extent permitted by law.
- 5.2. We make no representation, warranty or guarantee:
 - 5.2.1. as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of any products or any content therein or generated therewith;
 - 5.2.2. that:
 - 5.2.2.1. the use of a Database will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, products, system or data,
 - 5.2.2.2. the quality of any products, services, or information obtained by You through use of a Database will meet Your requirements or expectations;
 - 5.2.2.3. any stored data will be accurate or reliable or that any stored data will not be lost or corrupted;

5.2.2.4.errors or defects will be corrected; or

5.2.2.5.a Database is free of viruses or other harmful components.

6. LIABILITY

- 6.1. We shall not be liable for delays, interruptions, service failures and other problems inherent in use of Our internet and electronic communications or other systems outside Our reasonable control.
- 6.2. Except as otherwise provided in this Agreement Our total liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with this Agreement shall be limited in aggregate to the amount actually paid by You for access to a Database in the last 12 months up to and including the date the claim arose.
- 6.3. Without prejudice to 7.2, in no event shall We be liable to You for any loss of revenue, loss of anticipated savings, loss of profits, loss of data, damage to goodwill, loss of reputation or for any type of indirect, economic or consequential loss or damages whatsoever or howsoever caused.
- 6.4. Neither party excludes or disclaims liability to the other for death or personal injury caused by its negligence or fraud or fraudulent misrepresentation.
- 6.5. Neither party shall be liable hereunder by reason of failure or delay in the performance of its obligations under this Agreement (except for the non-payment of money) for reasons of Force Majeure e.g. strikes, shortages, riots, insurrection, war, acts of terrorism, fires, flood, storm, explosions, earthquakes, acts of God, governmental action, labour conditions, or any other cause which is beyond the reasonable control of the party.

7. TERMINATION

- 7.1. This Agreement will continue so long as You are authorised by Us to use a Database, unless previously terminated in accordance with this Agreement.
- 7.2. We may suspend or terminate this Agreement with immediate effect by written notice given to You if where applicable, You fail to pay the Subscription Fee when due.
- 7.3. Either party may terminate this Agreement with immediate effect on written notice given to the other party where:
 - 7.3.1. that other party commits a breach of the Agreement which the party serving the notice reasonably considers is not capable of remedy; or
 - 7.3.2. that other party is in material breach of any of its terms and the breach is not remedied within the period of 10 working days after being warned in writing of such breach.
- 7.4. Immediately upon termination of any licence granted under this Agreement,
 - 7.4.1. Your licence to use a Database will cease and you must cease using the Database.
 - 7.4.2. You must cease using a Database.
- 7.5. Termination shall not affect or prejudice 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.
- 7.6. Clauses 2,3 5, 6, 7, 8, 9, 10,11 and 12 will survive expiration or termination of this Agreement.

8. PUBLICITY RIGHTS

- 8.1. You shall not make reference to all or any part of a Database without clear attribution to Us. Any publications or reports resulting from the use of a Database shall acknowledge the Database as the source of the relevant information and/or data.

9. ASSIGNMENT

- 9.1. You may not assign, transfer, charge, or sub-contract this Agreement without Our prior written consent
- 9.2. We may assign Our rights and obligations under this Agreement in whole or in part without Your consent.

10. GOVERNING LAW

- 10.1. This Agreement is governed by the law of England and Wales and the English and Welsh courts shall have exclusive jurisdiction over any disputes connected to or arising out of use of the Database. If You access a Database from outside the United Kingdom You are responsible for ensuring Your access to and use of the Product conforms to local laws as well as the laws of England and Wales.

11. GENERAL PROVISIONS

- 11.1. This Agreement is the entire agreement between You and Us relating to a Database.
- 11.2. No one other than a party to this Agreement shall have any right to enforce any of its terms..
- 11.3. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall remain in full force and effect.
- 11.4. No failure or delay by the injured party to this Agreement in exercising any right or remedy provided under this Agreement shall operate as a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy Nothing in this Agreement is intended to or shall be deemed to establish any partnership or joint venture between the Parties.
- 11.5. This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.