

DATE: 26 Apr 2023

2023

## LICENCE AGREEMENT

THE PLACE TRUST

and

THISISPLACE TRADING LIMITED



Prepared by:



10 Queen Street Place, London EC4R 1BE

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## Parties

- (1) The PLACE Trust acting through its sole corporate trustee, ThisisPLACE UK, a charitable company with registered company number: 14304502 with its registered office at 10 Queen Street Place, London EC4R 1BE (**Licensor**);
- (2) ThisisPLACE Trading Limited incorporated and registered in England and Wales with company number 14376864 whose registered office is at 10 Queen Street Place, London, United Kingdom, EC4R 1BE (**Licensee**).

## Recitals

- (A) The Licensor owns or is licensed to use and sub-license (as contemplated by this Agreement) the Data. The Licensor is a charitable trust and as of the date of this Agreement, the Licensor is in the process of registering with the Charity Commission of England and Wales.
- (B) The purpose of the Licensor is to ringfence and hold the Data for the public benefit in perpetuity. The Licensor does not intend to develop, promote or exploit the Data in any way, beyond the licence that is granted pursuant to this Agreement.
- (C) The Licensor has agreed to license the Data to the Licensee and to permit Licensee to sublicense the Data, including to PLACE Community members for commercial and non-commercial purposes on the terms set out in this Agreement.

## Agreed terms

### 1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

#### 1.1 Definitions:

<b>"Business Day"</b>	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
<b>"Business Hours"</b>	the period from 9.00 am to 5.00 pm on any Business Day.
<b>"Data"</b>	any data that is licenced to the Licensor under the Head Licences from time to time.
<b>"Effective Date"</b>	the date of this Agreement.
<b>"Head Licences"</b>	licence agreements between the Licensor and owners of the Data from time to time including all PLACE Governmental Licence agreements with Government partners.

**"PLACE Community"** the collective of all members who have signed a PLACE membership agreement

**"VAT"** value added tax or any equivalent tax chargeable in the UK.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 References to clauses and Schedules are to the clauses and Schedules of this Agreement.
- 1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9 This Agreement shall be binding on, and be for the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.10 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.11 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 A reference to **this Agreement** or to any other agreement or document includes any variation made to them from time to time.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

## **2. Grant**

- 2.1 In consideration for the Licence Fee, the Licensor hereby grants to the Licensee a non-exclusive, perpetual, sub-licensable and irrevocable licence to use the Data for commercial and non-commercial purposes in all media and all territories (subject to applicable law) for the Term of this Agreement and in accordance with its terms.
- 2.2 The parties shall cooperate in good faith to ensure that any formalities required to allow the Licensee to benefit from its rights under this Agreement are completed as expeditiously as reasonably possible.
- 2.3 For the avoidance of doubt, the Licensee shall be permitted to maintain its own copy of the Data at all times.
- 2.4 Licensor and Licensee agree to maintain a Schedule of all Data and to provide notification and update of any new Data to the Schedule within 30 days of The PLACE Trust being granted a Head Licence.

## **3. Licence Fee**

- 3.1 In consideration of the licence granted under clause 2 of this Agreement, the Licensee shall pay the Licensor a fee ("the Licence Fee") which, subject to clause 3.6, shall be calculated as follows:
  - 3.1.1 the Licence Fee shall be 5% of the gross revenue generated by the Licensee from its sublicensing the Data ("**Licensing Revenue**") for all Licensing Revenue up to and including £1,000,000;
  - 3.1.2 for any Licensing Revenue in excess of £1,000,000 the Licence Fee shall be charged at 1% of such revenue.
- 3.2 The Licensee shall notify the Licensor of its Licensing Revenue each financial year, with such notification to be provided to the Licensor within 30 working days following the Licensee's financial year end date. The Licensee shall provide the Licensor with such information and documentation that the Licensor may reasonably require to verify the amount of the Licensing Revenue.
- 3.3 The Licensor shall use reasonable endeavours to invoice the Licensee for the Licence Fee within 30 working days of receipt of the notification described at clause 3.2 above. The Licensee shall pay the Licence Fee within 30 days of receipt of the Licensor's invoice.
- 3.4 Where VAT is applicable, the Licence Fee payment shall be exclusive of VAT.
- 3.5 The basis upon which the Licence Fee is calculated shall be subject to review by the Licensor every two years and the Licensor may notify the Licensee in writing of any change to the Licence Fee calculation described at clause 3.1 of this Agreement, providing that the

Licensee must be given at least 30 working day's notice of any proposed increase to the Licence Fee calculation.

- 3.6 The Parties acknowledge that the Licensor shall apply the Licence Fee for charitable purposes.

#### **4. Confidentiality**

- 4.1 Each party undertakes that it shall not at any time during this Agreement disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, nor any of the terms of this Agreement, except as permitted by clause 4.2.

- 4.2 Each party may disclose the other party's confidential information:

- 4.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall procure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with the obligations set out in this clause 4 as if they were a party to this Agreement; and

- 4.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 4.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights or perform its obligations under or in connection with this Agreement.

#### **5. Liability, indemnity and insurance**

- 5.1 The parties hereby agree that, without prejudice to clause 6.1.2, neither party will be responsible for any loss or damage that occurs in connection with any use of the Data by the other party, or by any third parties that use or rely on the Data.

- 5.2 Neither party makes any assurances or assumes any responsibilities or liabilities for the lawfulness of the other party's use of the data, or of any third party's use of the data and no party will make any claims or assurances towards third parties on the other party's responsibility or liability for any use of the Data, any such claims will be deemed invalid and unenforceable.

- 5.3 The parties agree that neither party shall be held liable for special, indirect, incidental or consequential damages for any actions arising under this Agreement, or under any legal theory or law of any kind whatsoever.

5.4 Each party disclaims all representations and warranties concerning the Data, including all express warranties and all implied warranties.

5.5 The Licensor cannot guarantee that the Data is entirely free of personally identifiable data or personal data as defined under applicable law. To the extent that the Data may contain such data, the parties affirm that, to the best of their knowledge, the transfer of the Data and the performance of this Agreement is lawful. Both parties shall be individually and independently responsible for compliance with applicable data protection and privacy protection laws in relation to their respective use of the Data under this Agreement. No joint responsibility, joint controllership or joint liability shall arise with respect to data protection or privacy protection law as a result of this Agreement. If any additional data processing agreements would be required under applicable law, to ensure the lawfulness of the performance of this Agreement, the parties shall cooperate in good faith to establish such agreements.

## **6. Sub-licensing**

6.1 The Licensee shall have the right to grant to third parties a sub-licence of any of its rights under this Agreement provided that:

6.1.1 the Licensee enters into a sub-licence agreement with any third parties; and

6.1.2 the Licensee shall be liable for all acts and omissions of any sub-licensee and shall indemnify the Licensor against all costs, expenses, claims, loss or damage incurred or suffered by the Licensor, or for which the Licensor may become liable (whether direct, indirect or consequential and including any economic loss or other loss of profits, business or goodwill), arising out of any act or omission of any sub-licensee.

## **7. Assignment and other dealings**

7.1 The Licensee shall not assign, novate, transfer, mortgage, charge, sub-licence, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the Licensor.

7.2 The Licensor may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this Agreement, provided that it shall give notice of such to the Licensee.

7.3 The Licensor may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party.

7.4 The Licensee shall, at the Licensor's request, execute any agreements or other instruments (including any supplement or amendment to this Agreement) which may be required in order to give effect to or perfect any assignment, transfer, mortgage, charge or other dealing referred to in clause 7.2.

7.5 Subject to 7.1, the Licensee may assign and transfer all of its rights and obligations under this Agreement to any person to which it transfers all of its business, provided that the

assignee undertakes in writing to the other party to be bound by the obligations of the assignor under this Agreement.

## **8. Duration and termination**

8.1 This Agreement shall commence on the Effective Date and shall continue unless terminated in accordance with this clause 8.

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

8.2.1 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 to make such payment;

8.2.2 the Licensee commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified to do so;

8.2.3 the Licensee suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;

8.2.4 the Licensee commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;

8.2.5 the Licensee applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

8.2.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Licensee other than for the sole purpose of a scheme for a solvent amalgamation of the Licensee with one or more other companies or the solvent reconstruction of the Licensee;

8.2.7 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Licensee (being a company, partnership or limited liability partnership);

8.2.8 the holder of a qualifying floating charge over the assets of the Licensee (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

8.2.9 a person becomes entitled to appoint a receiver over all or any of the assets of the Licensee or a receiver is appointed over all or any of the assets of the Licensee;

8.2.10 a creditor or encumbrancer of the Licensee attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the



- whole or any part of the Licensee's assets and such attachment or process is not discharged within 14 days;
- 8.2.11 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 clause 8.2.3 to clause 8.2.10 (inclusive);
  - 8.2.12 the Licensee suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
  - 8.2.13 the Licensee's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy; or
  - 8.2.14 there is a change of control of the Licensee.

## **9. Consequences of termination**

- 9.1 On expiry or termination of this Agreement for any reason and subject to any express provisions set out elsewhere in this Agreement:
  - 9.1.1 all outstanding sums payable by the Licensee to the Licensor shall immediately become due and payable;
  - 9.1.2 all rights and licences granted pursuant to this Agreement shall cease;
  - 9.1.3 the Licensee shall return promptly to the Licensor at the Licensee's expense all records and copies of any information of a confidential nature communicated to it by the Licensor, either preparatory to, or as a result of, this Agreement, to the extent such material remains confidential; and
- 9.2 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 9.3 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## **10. Entire agreement**

- 10.1 This Agreement constitutes the entire agreement between the parties.
- 10.2 Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for

innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

**11. Variation**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**12. Severance**

12.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

12.2 If any provision or part-provision of this Agreement is deemed deleted under clause 12.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**13. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**14. Third party rights**

Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**15. No partnership or agency**

15.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

15.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**16. Notices**

16.1 A notice given to a party under or in connection with this Agreement shall be in writing and sent to the party at the address given in this Agreement or as otherwise notified in writing to the other party.

16.2 The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

<b>Delivery method</b>	<b>Deemed delivery date and time</b>
Delivery by hand.	On signature of a delivery receipt or at the time the notice is left at the address.
Pre-paid first-class post or other next working day delivery service providing proof of postage.	9.00am on the second Business Day after posting.
Email	at the time of transmission.

16.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**17. Inadequacy of damages**

Without prejudice to any other rights or remedies that the Licensor may have, the Licensee acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Licensee. Accordingly, the Licensor shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

**18. Governing law**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**19. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by ThisisPLACE Trading Limited acting by a director

Denise McKenzie



boxSIGN 1J7X3ML4-1R6YQ73L

Signature of Director

Signed by ThisisPLACE UK in its capacity as sole corporate trustee of The PLACE Trust, acting by two trustees

William Cobbett, Trustee Chair



boxSIGN 4ZZR8V84-1R6YQ73L

Signature of Trustee

Peter Rabley, Trustee



boxSIGN 4ZZR8V84-1R6YQ73L

Signature of Trustee

**SCHEDULE OF DATA**  
**To be completed as Data is collected and licenced**

<b>DATE COLLECTED</b>	<b>COUNTRY</b>	<b>GEOGRAPHIC EXTENT</b> EG. CITY, KMS COLLECTED	<b>DATA TYPE</b> <b>(AERIAL/GROUND)</b>