**JICMAIL CORE DATA - STANDARD LICENCE AGREEMENT 2022**

To: CUSTOMER NAME

CUSTOMER ADDRESS

COMPANY REGISTRATION NUMBER

Date: DATE

Dear SALUTATION

**Terms and Conditions relating to the licence, provision and use of the JICMAIL Core Data**

JICMAIL Limited (‘**we**’ or ‘**JICMAIL**’) has agreed to provide the licensee as identified above as (“**Customer**” or “**You**”) from time to time during the term (the “**Term**”) access to the JICMAIL core data described in the Appendix attached (the “**JICMAIL Core Data**”) on the following terms and conditions:

1. **Standard** **Licence and** **renewal**

1.1 In consideration of the acceptance of these terms and conditions by the Customer JICMAIL grants You a limited, non-exclusive, non-transferable, non-sub licensable, licence (the “**Standard Licence**”) to access and use the JICMAIL Core Data for the Term.

1.2 In addition to the Standard Licence and in consideration of any additional charges pursuant to clause 3.2 JICMAIL may grant additional licence rights as shall be issued under a separate agreement upon request.

1.3 The Standard Licence term (the “**Term**”) shall commence from the date you are granted access (the “**Commencement Date**”) to the JICMAIL Core Data and shall continue

 on a perpetual basis save that either party may terminate this Standard Licence Agreement at any time by service of a 30-day notice in writing at any time which shall terminate this Standard Licence Agreement immediately after the 30 days has elapsed.

2 **Use Restrictions and** **Scope of the Standard Licence**

2.1 You may wish to appoint your advertising agent as an authorised user (“**Authorised User**”) through our accreditation process and in such cases the Authorised User shall be bound by similar licence terms as set out in this Standard Licence Agreement when they register (see clause 4).

2.2 The Standard Licence permits the use of the JICMAIL Core Data strictly for the purposes as set out below (**Permitted Purposes**) and subject to the following restrictions:

(a) You shall not be permitted to use the JICMAIL Core Data for any purpose other than:

i) for your own internal purposes, for purposes which are internal to the business carried on by you and your employees when engaging with your clients and Authorised Users. Such internal use may include, for example, while preparing sales pitches with your Authorised User, creating presentations to clients in respect of advertising mail services.

ii) as part of the internal purpose under clause 2.2 (a)(i) you may integrate the JICMAIL Core Data with other data sources and apply the derived data into what can be reasonably described as your own business purposes and sublicence such derived data to your customers. For example, the licence permits you to integrate JICMAIL Core Data into your own data sets to extract additional value from the derived data, and we would permit you to be able to integrate the derived data into your own data systems including your own proprietary systems again to extract maximum value.

(b) You shall not use the JICMAIL Core Data in isolation or as part of any derived data set to develop a product which would in our reasonable opinion directly or indirectly compete with our business of licensing the JICMAIL Core Data or would in our reasonable opinion be considered by us to be a major feature of a new market product with the intention of commercial gain beyond your existing business purposes and internal scope usage.

2.3 In such cases where we consider there has been a breach of clause 2.2, we may terminate your use of the JICMAIL Core Data immediately upon written notice and a revised licence agreement may be negotiated and implemented subject to our prior written agreement. For these purposes we recommend you contact us to discuss your proposed uses if you consider they may conflict with our stated restrictions.

2.4 You will treat the JICMAIL Core Data as confidential and shall not disclose or otherwise divulge passwords or permit access to any part of the JICMAIL Core Data (whether electronically or otherwise) to any person or make any other use whatsoever of the JICMAIL Core Data except as provided under clause 2.2 above. To comply with this clause, you will ensure that the JICMAIL Core Data is accessible only to those who are expressly granted access to it for the purposes set out under clause 2.2. The obligation of confidentiality shall not apply to any part of the JICMAIL Core Data which is in the public domain otherwise than as a result of a breach of this Standard Licence Agreement.

2.5 You shall not make any copy of the whole or part of the databases or any of the physical media or reports except in accordance with any purposes permitted by this Standard Licence Agreement and no such copy which is made for such purposes shall be made available by you to any other person who is not permitted to access the JICMAIL Core Data by this Standard Licence Agreement (for the avoidance of doubt, You may disclose the JICMAIL Core Data to your clients in accordance with clause 2.2). The provisions of clause 2.4 in respect of passwords or other security shall apply equally to any copies made pursuant to this clause.

3. **Charges**

3.1 There are no charges for the use of the JICMAIL Core Data under this Standard Licence Agreement.

3.2 There are separate charges and licence terms for the use of JICMAIL enhanced data as set out in your PO which may be varied from time to time by JICMAIL annually at the Renewal Date. JICMAIL shall notify You in writing of such variation at least 3 months prior to the Renewal Date. Details of JICMAIL enhanced Data and Services are available upon request by contacting us.

4. **Accreditation** **and access to the** **JICMAIL Core Data**

In order to access any JICMAIL Core Data, You and any nominated Authorised Users are required to register through the Accreditation Scheme see <https://www.jicmail.org.uk/training/organisational-accreditation/> and upon completion of the accreditation process shall be accepted by JICMAIL as a Standard Licence User.

5. **Intellectual Property Rights**

You agree that the copyright and all similar rights in any JICMAIL data (including but not limited to the JICMAIL Core Data), the databases and any physical media and reports to which you may be granted access by JICMAIL shall at all times be and remain vested in JICMAIL.

6. **Termination**

6.1 Without affecting any other right or remedy available to it, either party shall be entitled to terminate this Standard Licence Agreement with immediate effect by giving written notice to the other party if the other party commits a material breach of any material term of this Standard Licence Agreement and (if such breach is remediable) fails to remedy such breach within a period of 7 days after being notified in writing to do so.

6.2 On termination of this Standard Licence Agreement for any reason, you shall immediately cease using, accessing or receiving any JICMAIL Core Data.

7. **Liability**

7.1 Except as expressly and specifically provided in this Standard Licence Agreement:

(a) the Customer assumes sole responsibility for results obtained from the use of the JICMAIL Core Data by the Customer and for conclusions drawn from such use. JICMAIL shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided by JICMAIL;

(b) all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Standard Licence Agreement; and

(c) the JICMAIL Core Data and any log in services and availability of the JICMAIL website are provided on an "as is" basis.

(d) You acknowledge that the JICMAIL Core Data (in whatever form) is the result of statistical sampling and survey procedures which are designed to produce estimates only of the output of such results within the limits of normal statistical error and JICMAIL accepts no liability for any reliance made on the accuracy or completeness of such estimates.

7.2 Neither party excludes or restricts its liability which cannot be limited or excluded by law including for its own fraud or for death or personal injury resulting from its own negligence.

7.3 Subject to clause 7.2 and 7.4 neither party shall under any circumstances be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss of profit, loss of business, depletion of goodwill, pure economic loss, loss of data or information or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Standard Licence Agreement.

7.4 You acknowledge the commercial value of the JICMAIL Core Data and you agree that any exploitation by You which is not permitted by this Standard Licence Agreement will cause JICMAIL to suffer loss based on the amount of profit generated from such use and all reasonable costs and expenses incurred by JICMAIL in respect of such claim.

7.5 Subject to clause 7.2 either party’s total aggregate liability in respect of all claims for damages, losses, or costs from, under or in connection with this Standard Licence Agreement, whether in contract, tort, misrepresentation, restitution, breach of statutory duty or otherwise, arising in connection with the performance or contemplated performance of this Standard Licence Agreement shall be limited to £50,000.

**8. Warranties**

8.1 JICMAIL warrants that:

(a) it is authorised to licence the JICMAIL Core Data in accordance with terms of this Standard Licence Agreement and all applicable legislation from time to time in force; and

(b) subject to your continued compliance with the terms under this Standard Licence Agreement You will be entitled to use the JICMAIL Core Data to the full extent it is available and permitted under this Standard Licence Agreement free from all third-party intellectual property rights infringements or any other claims of any nature.

**9. General**

9.1This Standard Licence Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

9.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Standard Licence Agreement.

**10. Variation**

All variations to this Standard Licence Agreement shall be by notice in writing by JICMAIL and shall be effective within three months of such notice unless you notify us of your objection in which case your licence shall terminate automatically from the date the variation was due to commence.

**11. Governing law**

This Standard Licence Agreement shall be subject to English law and all disputes arising under this Standard Licence Agreement shall be subject to the exclusive jurisdiction of the English courts.

Kindly sign where indicated below and return a copy of this Standard Licence Agreement by way of acceptance of its terms.

Yours sincerely



Mark Cross, Engagement Director

For and on behalf of JICMAIL Limited

**CUSTOMER NAME agrees to the above terms and conditions.**

**………………………………….. …………………………………..**

**Name: Date:**

**APPENDIX**

**JICMAIL Core Data description**:

JICMAIL's core data set consists of self-reported mail interaction data gathered from a panel of households, processed and released on a quarterly basis. The three core deliverables consist of Mail Item Data (measuring how the average mail item is interacted with); Mail Audience Data (measuring how the average person interacts with mail); and Mail Advertiser Data (measuring which brands are advertising using mail). The data is primarily accessed through JICMAIL's data portal, JICMAIL Discovery and through standard industry planning bureaux software supplied by Telmar, Choices and IMS. Excel and SPSS versions of all deliverables are available upon request.