

BSC CLOSED DATA LICENCE

Licensee	
BSC Data	
Duration (if applicable)	
Fee (if applicable)	

Description	What this licence permits
You may use the BSC Data only for the following Purpose:	
You may modify, manipulate and adapt the BSC Data solely for the purpose set out above:	Yes/No [<i>Delete as appropriate</i>] <i>For the purposes of this licence, BSC Data that you have modified, manipulated or adapted is a "Derived Product"</i>
Disclosure or publication of BSC Data	No part of the BSC Data or any Derived Products may be sub-licensed, traded, sold or in any other way supplied or made available to a third party

The Licensee agrees to be bound by the terms of this Licence.

Signature For and on behalf of the Licensee	
Name	
Position	
Date	

Licence Terms

1. Interpretations

- 1.1 “**Licensee**”, “**BSC Data**”, “**Derived Product**”, “**Duration**”, “**Purpose**” and “**Fee**” shall have the meaning given to them on the front page of this Licence.
- 1.2 “**Licence**” means this BSC Shared Data Licence, comprises of the terms, restrictions and requirements set out on the front page together with all of the terms, restrictions and requirements set out in the Licence Terms.

2. Parties

- 2.1 This licence is between Elexon Limited (“**Elexon/we/us/our**”), a company registered in England and Wales under number 3782949 whose registered office is at 4th Floor, 350 Euston Road, London NW3 1AW, and the person or organisation identified as the Licensee on the front page of this Licence (“**Licensee/you/your**”). You and we are each a “**party**” and together the “**parties**”.

3. Licence

- 3.1 Subject to the terms, restrictions and requirements referred to in this Licence, we grant you a non-exclusive, non-transferable, revocable licence to use the BSC Data for the Duration and the Purpose described in this Licence.
- 3.2 Where no Fee has been specified, the consideration for this Licence shall be the mutual obligations set out in this document.
- 3.3 This Licence commences, and Elexon agrees to be bound by this Licence, with effect from the later of:
 - (a) The date you return to us a signed copy of a Licence, where the front sheet has been completed by Elexon;
 - (b) Where a Fee is payable, the payment of that Fee.
- 3.4 When you access BSC Data via any web based service or API made available by us, the terms of those web based service or API shall apply in addition to this Licence other than the terms of this Licence shall apply in respect of how you are permitted to use the BSC Data.

4. Confidentiality

- 4.1 You undertake to keep strictly confidential the BSC Data. In particular:
 - (a) You will not use the BSC Data other than for the Purpose;
 - (b) You will not share, publish or disclose the BSC Data
- 4.2 You undertake to ensure that the BSC Data is properly protected at all times from unauthorised access or use and against misuse by any person
- 4.3 You may disclose the BSC Data to those of you employees, officers and internal representatives who need to have access to the BSC Data for the Purpose provided you:
 - (a) Inform them of the confidential nature of the BSC Data;
 - (b) At all times are responsible for those persons compliance with the restrictions set out in this Licence.
- 4.4 You may disclose the BSC Data to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent you are legally permitted to do so, you give us as much notice of the disclosure as possible.

5. Intellectual Property Rights

- 5.1 You acknowledge and accept that, as between you and us, the intellectual property rights comprised in the BSC Data belong to us. All rights not expressly granted are reserved to us and/or our licensors.
- 5.2 If you becomes aware of any misuse of any BSC Data, any infringement or breach of this Licence, or any security breach that could compromise the security or integrity of the BSC Data you shall promptly notify us and fully co-operate with us in to remedy the issue as soon as reasonably practicable.

6. No Warranty

- 6.1 The BSC Data is licensed 'as is' and Elexon excludes all representations, warranties, obligations and liabilities, including in relation to quality, fitness for purpose, accuracy, availability, completeness or reliability, to the maximum extent permitted by law.

7. No Endorsement

- 7.1 This Licence does not grant you any right to use the BSC Data in a way that suggests any official status or that Elexon endorse you or your use of the Information.

8. Liability

- 8.1 You hereby agree that:
- (a) where you have paid a Fee for the BSC Data, Elexon's total liability under this Licence (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) shall be limited to the Fee paid by you in the year in which the liability arises
 - (b) where no Fee has been paid, Elexon's total liability under this Licence (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) shall be limited to the £3000.
- 8.2 Nothing in this Licence shall limit or exclude wither party's liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.3 The Licensee hereby acknowledges and agrees that the exclusion of warranties and the limitation and exclusions of liability set out in this Licence are reasonable and fair in all circumstances.

9. Termination

- 9.1 Where a Duration is specified on the front page of this Licence, the Licence shall expire automatically at the end of that Duration.
- 9.2 We may terminate this Licence:
- (a) by giving written notice of termination to you in the event that a breach of any provision of this Licence which is capable of remedy is committed by you and is not remedied within 10 business days from the date of receipt of such notice. In the event that such notice is given and the breach is not remedied within the 10 business day notice period referred to, this Licence shall terminate immediately upon the expiration such notice period;
 - (b) by giving written notice of termination to you (which notice shall be effective immediately upon receipt) in the event that a material breach of any provision of this Licence which is incapable of remedy is committed by you;
 - (c) by giving not less than 30 calendar days' (or such other lesser period as may be necessary in the circumstances) written notice of termination to you at any time in the event that a modification to the BSC has caused or will cause the continued operation of this Licence to be inconsistent with the BSC or to be otherwise inappropriate. In the event that such notice is given, this Licence shall terminate immediately upon the expiration of the notice period specified in the notice; or
 - (d) by giving not less than 30 calendar days' written notice to you at any time and for any reason whatsoever provided that the BSC Panel or the BMRS Change Board has previously decided or requested such termination. In the event that such notice is given, this Agreement shall be terminated immediately upon the expiration of the notice period specified in the notice.
- 9.3 You may terminate this Licence with immediate effect by giving written notice to us.
- 9.4 Upon expiry or termination of this Licence, you shall:
- (a) immediately cease to use the BSC Data;

(b) if requested by us, destroy or deliver up the BSC Data to us as soon as reasonably practicable, and in any event within 10 days after such receipt.

- 9.5 Any provision that is expressly or by implication intended to survive the termination or expiry of this Licence shall continue in full force and effect.
- 9.6 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. Force Majeure

- 10.1 Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Licence if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable.

11. Assignment

- 11.1 You shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under Licence without our prior written consent.

12. Notices

- 12.1 Any notice under this Licence shall be affected when given:
- (a) By us to your email address that you have provided to us; and
 - (b) By you to analysis.insight@elxon.co.uk or such other address as we may provide to you.

13. Waiver and cumulative remedies

- 13.1 A waiver of any right under this Licence is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Licence or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 13.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

14. Severance

- 14.1 If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

15. Entire Agreement

- 15.1 This Licence 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.

16. Third Parties

- 16.1 A person who is not a party to the Licence shall not have any rights under or in connection with it.

17. Variation

- 17.1 Any variation, including any additional terms and conditions, to the Licence shall only be binding when agreed in writing and signed by us.

18. Governing law and jurisdiction

18.1 The Licence, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales