



## OAG Licence Agreement

Effective from the date of the last signature below (the “Effective Date”), **OAG Aviation Worldwide Limited (“OAG”)**, registered in England and Wales, No. 08434134, registered address at 1 Capability Green, Luton, Bedfordshire, LU1 3LU, United Kingdom and whose VAT number is GB 262 8563 82, and **UK Health Security Agency (UKHSA)**, with its offices at Nobel House, , Smith Square, London, SW1P 3HX, United Kingdom (“Customer”), agree as follows:

### TERM SUMMARY

Contract Amount (excluding usage based fees)	£10,000.00
Currency	GBP
Invoicing Frequency	One Off
Term (Commencing from Effective Date)	One-Off Delivery, fixed for that period

### SPECIAL INSTRUCTIONS

OAG will send Customer a file containing the following data fields....

Departure country Name

Arrival Country Name

Total number of estimated passengers

Time series (by month)

The total number of estimated passengers will be displayed by month, direction of 2 way, for January 2019 to and including November 2022.

This file will be delivered once

### PRODUCT FAMILY: MARKET INTEL

DATA PRODUCT	DETAILS	PERMITTED USAGE	PRICE
Ana-MI - Custom Report (Traffic)	Version: Analytics-Market Intelligence Custom Report (Traffic) (One Off) Frequency of Delivery: One Off	1 2	£10,000.00
		Total	£10,000.00



## PERMITTED USAGE

### Full Details:

#### **Usage 1:**

For the Customer's personal use or internal business purposes only.

#### **Usage 2:**

As limited extracts or merged data in analyses, reports, presentations or models that Customer creates for its clients for their internal use only.

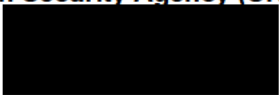
Any use of the Data outside of the Permitted Usage may be subject to an additional charge.




This OAG Licence Agreement shall be comprised of the terms and conditions set forth herein, together with the attached General Terms and Conditions and any other attachment annexed hereto, which are incorporated by this reference (collectively, the “**Agreement**”).

AS WITNESSED by the duly authorised representatives of the parties:

**UK Health Security Agency (UKHSA)**

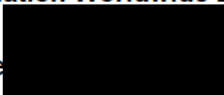
Signature 

Print Name: 

Title: 

Date: March 10, 2023 | 12:47 GMT

**OAG Aviation Worldwide Limited**

Signature 

Print Name: 

Title: 

Date: March 10, 2023 | 13:05 GMT

# OAG Aviation Worldwide Ltd

## GENERAL TERMS AND CONDITIONS

(version: 1 July 2022)

**For the definition of any defined term used and not defined below see the front pages of this Agreement.**

1. **Data Products/Services**  
OAG shall provide to Customer a licence to use the Data Products and Services listed on the front page(s) in accordance with the terms and conditions of this Agreement. OAG may modify any Data Product or Service on reasonable prior written notice to Customer, provided such modified Data Product or Service will not materially reduce the features and functionality provided to Customer, unless such modification is imposed on OAG by industry rules or standards or applicable laws or regulations, international or domestic.
2. **Payment**
  - 2.1 All charges are payable in the currency shown on this Agreement, clear of all setoffs and deductions, within 14 days from the date of invoice. All charges payable hereunder are exclusive of any applicable shipping charges and/or taxes, duties and similar governmental assessments. Customer shall pay any shipping charges and/or taxes, duties and assessments resulting from this Agreement, including any value-added, sales, use or other similar taxes (excluding taxes based on OAG's net income) and related interest and penalties.
  - 2.2 Undisputed invoices not paid in full within 14 days of the date of invoice are past due. Without prejudice to any other right or remedy, OAG reserves the right to charge and Customer agrees to pay interest and costs of recovery in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended, provided this provision shall not apply if Customer is a consumer.
  - 2.3 If Customer is a consumer, Customer has the right to cancel the Data Products and/or Services ordered hereunder within 14 days of receipt of such Data Products or, in the case of Services, within 14 days of entering into this Agreement, provided the Data Product remains sealed or has not been installed, accessed or downloaded and the Services have not been completed by OAG. In order to exercise such cancellation right, Customer must notify OAG in writing, and in the case of Data Products, return the Data Products to OAG within 14 days of such cancellation in the same condition as received from OAG.
3. **Ownership; Restrictions on Use; Grant of Licence; Compliance with Laws; Confidentiality**
  - 3.1 The data or information contained within the Data Products and Services ("Data") is licensed, not sold. As between the parties, OAG owns all right, title and interest in and to the Data Products and Services. Customer acknowledges that certain aspects of the Data Products and Services, including but not limited to the databases, programs, protocols and displays (as well as the selection, arrangement and sequencing of the contents thereof), are proprietary and unique to OAG, as to which copyright, patent or other proprietary rights may be held by OAG or third parties from whom OAG has licensed or otherwise acquired such rights. Customer agrees to comply with all copyright, trade mark, trade secret, patent and other laws necessary to protect OAG's (or its licensors') rights in such proprietary information, and agrees not to remove or conceal any copyright or similar notices from the Data Products, Services or other material supplied by OAG and to only display any Data delivered as graphics in its entirety. Customer shall not block or obstruct OAG's logo contained in any Data delivered as graphics. Any report or document Customer creates that contains any Data shall include an appropriate attribution reflecting that the relevant Data was furnished by OAG.
  - 3.2 OAG grants Customer a non-exclusive, non-transferable, revocable, worldwide licence to use the Data Products and Services solely for the Permitted Usage. Customer shall ensure that the Data Products (including extractions and/or compilations thereof) and Services may only be accessed and used by authorised users on a Customer owned or controlled system, in accordance with the Permitted Usage, and as otherwise expressly permitted under the Permitted Usage. Except as expressly allowed in writing by OAG, the Services and Data Products (including extractions and/or compilations thereof) may not be copied or reproduced (except for internal back-up purposes), used, amended, modified, reverse engineered (unless applicable law prohibits such restriction), distributed, sold, sublicensed, displayed, transmitted or broadcast in any form without the prior written permission of OAG. Except as necessary to achieve the Permitted Usage, Customer shall not permit any user of the Data Products or a Service to download, extract, copy or otherwise reproduce all or any substantial part of the Data and place such Data into a secondary database, including, without limitation, caching of the Data.
  - 3.3 Customer warrants that Customer will not: (i) interfere with another user's use and enjoyment of any Data Product or Service; (ii) interfere with or disrupt: (a) the security measures of any Data Product or Service; or (b) the networks connected to any Data Product or Service; or (iii) perform any potentially disruptive actions such as stress testing or scripting/automation of user interfaces without OAG's prior written approval.
  - 3.4 Customer shall promptly notify OAG if Customer becomes aware of any breach of the Permitted Usage or any other unauthorised use or copying of any Data Product or Service.
  - 3.5 Each party shall ensure that the supply and use of the Data Products and Services will comply with all local, state, national and international laws, regulations and codes of practice to the extent applicable to each party.
  - 3.6 The terms and conditions of this Agreement, all access codes and user IDs and passwords issued to Customer by OAG hereunder, and all information as to the business methods or operations of either party acquired or learned by the other party, shall be treated as confidential and only disclosed to a party's employees, permitted service providers and agents on a need-to-know basis, unless disclosure is otherwise required by law or court order.
  - 3.7 In the event Customer provides data or a data feed to OAG that Customer wants to have integrated into a Data Product or Service, Customer hereby grants OAG a non-exclusive, royalty-free, revocable, worldwide licence to use such data or data feed in such Data Product or Service, as well as in other

OAG products and services, for use by Customer and other OAG customers.

#### 4. Termination

- 4.1 Either party may terminate this Agreement by notifying the other party in writing of its desire to terminate within the Non-Renewal Notice Period stated on the front page (excluding fixed-term, and ad-hoc or one-time delivery agreements).
- 4.2 Either party may suspend performance of, or terminate, this Agreement if the other party breaches any material term hereof and such breach is not remedied within 30 days (14 days in the case of non-payment of any sum due to OAG) after written notice to the breaching party. In the event Customer terminates this Agreement due to a breach by OAG, OAG shall refund to Customer any portion of the charges prepaid as of such termination date with respect to the cancelled term of this Agreement.
- 4.3 Either party may, at its option and without prior notice, terminate this Agreement, effective immediately, should the other party (or the Customer entity that OAG has been billing) become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors in any jurisdiction.
- 4.4 In the event a data provider requires OAG to suspend provision of its data to Customer or one of Customer's customers, OAG (or Customer if it is one of its customers) will be required to do so until a resolution is reached. OAG will use commercially reasonable efforts to assist Customer to obtain such data provider's data. Additionally, OAG may (i) cease provision of Data Products or Services hereunder if required to comply with applicable laws or regulations, international or domestic; or (ii) terminate this Agreement upon 30 days prior written notice in the event a third-party data or service provider discontinues provision of or materially alters its respective data or services, which discontinuance or alteration adversely impacts OAG's provision of Data Products or Services hereunder. In such instances, OAG shall refund to Customer any portion of the charges prepaid as of such cessation date with respect to the cancelled term of this Agreement.
- 4.5 Upon the termination or expiry of this Agreement (excluding ad-hoc or one-time delivery agreements), Customer will cease to have any rights to use the Data Products or receive the Services and will destroy all copies of the Data and any derivatives thereof in its possession or control and purge all electronic versions of the same. If requested by OAG, Customer shall promptly certify in writing, signed by an authorised representative of Customer, that it has so removed and destroyed the Data.
- 4.6 Termination or expiry of this Agreement will not affect any accrued rights or liabilities of either party.

#### 5. Limitation of Liability and Indemnification

- 5.1 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, OAG MAKES NO REPRESENTATIONS, CONDITIONS, GUARANTEES OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, REGARDING SATISFACTORY QUALITY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE DATA

PRODUCTS OR SERVICES WILL BE AVAILABLE FOR USE, UNINTERRUPTED, ERROR FREE OR THAT ANY ERRORS WILL BE CORRECTED. CUSTOMER HEREBY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION MADE BY OAG, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. CUSTOMER ASSUMES ALL RISK FOR ANY RESULTS IT OBTAINS BY OR AS A RESULT OF USING THE DATA PRODUCTS OR SERVICES.

- 5.2 SUBJECT TO CLAUSE 5.6, AND EXCEPT FOR OAG'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL OAG HAVE ANY LIABILITY FOR ANY LOST PROFITS OR REVENUES, OR INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES OR LOSSES SUFFERED BY CUSTOMER OR ANY THIRD PARTY, INCLUDING ANY LOSS OF OPPORTUNITY, ANTICIPATED SAVINGS OR GOODWILL, EVEN IF OAG HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

- 5.3 Customer shall indemnify, defend and hold OAG harmless from and against any and all liability, damage, loss or expense (including reasonable legal fees and expenses of litigation) incurred by or imposed upon OAG in connection with any third-party claim, suit, action, demand or judgment ("Claim") to the extent arising out of or related to a claim for (i) breach of the terms of this Agreement, including, but not limited to, any use of the Data Products or Services by any person or entity permitted access thereto under the Permitted Usage that is outside of the Permitted Usage, (ii) negligence or wilful misconduct in the use of the Data Products or Services, (iii) infringement of any third-party proprietary rights by a Customer product or website in which the Data Products or Services are incorporated, or (iv) breach of applicable laws or regulations.

- 5.4 OAG shall indemnify, defend and hold Customer harmless from and against any and all liability, damage, loss or expense (including reasonable legal fees and expenses of litigation) incurred by or imposed upon Customer in connection with any Claim to the extent arising out of or related to a claim for (i) OAG's breach of applicable laws or regulations or (ii) infringement of any third-party intellectual property rights by Customer's use of the Data Products or Services pursuant to the terms of this Agreement. OAG shall not have any responsibility or liability for any Claim if (a) the use or activity alleged to be infringing is not a Permitted Usage, (b) such Claim results from (1) any modification or development of the Data Products or Services by Customer or a third party without OAG's prior written approval, or (2) Customer's combination or use of the Data Products or Services with software, services or products not provided by OAG under this Agreement, or (c) Customer does not notify OAG of the Claim within 30 days of becoming aware of it.

- 5.5 SUBJECT TO CLAUSE 5.6, IN NO EVENT WILL OAG'S MAXIMUM TOTAL AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AGGREGATE CHARGES CUSTOMER HAS PAID TO OAG FOR THE DATA PRODUCTS AND/OR SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE DAMAGE ALLEGED TO HAVE BEEN CAUSED.

5.6 NOTWITHSTANDING ANY OTHER CLAUSE IN THIS AGREEMENT, NEITHER PARTY EXCLUDES OR LIMITS ITS LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (II) DAMAGES CAUSED BY ITS GROSS NEGLIGENCE OR WILFUL MISCONDUCT; OR (III) FRAUD.

**6. Notices**

All notices shall be given to the addresses set forth on this Agreement. If delivered by private express delivery service, notice shall be deemed conclusively made upon delivery by such service. If delivered by mail, notice shall be deemed conclusively made 5 days after deposit thereof in the mail. Notices to OAG shall be sent to: Legal Counsel.

**7. Force Majeure**

Neither party shall be liable for any delay in performing or failure to perform any obligation under this Agreement (save for a payment obligation), to the extent that the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, war, riot, civil commotion, strike, lockout or any other industrial action, act of God, storm, fire, earthquake, flood, disruption of communication systems, disruption of data feeds, electrical failure or action of government. If any such event occurs then the periods in which the parties are required to perform their obligations hereunder shall be extended by the period of the duration of any such event and the party prevented from performing its obligations hereunder shall as soon as practicable give notice to the other of the occurrence of such event and of its cessation. Notwithstanding the foregoing, in the event of a delay exceeding 6 months, either party may terminate this Agreement on written notice to the other party.

**8. Assignment**

8.1 The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties and their permitted successors and assignees, and references in this Agreement to a party shall include its permitted successors and assignees.

8.2 Neither party may assign or transfer this Agreement or any rights or obligations under it (and any such attempted assignment shall be deemed null and void), except (i) as approved in writing by the other party, which consent shall not be unreasonably withheld; (ii) to any company which is that party's subsidiary, holding company, or a subsidiary of any such holding company, so long as it remains a subsidiary or holding company as the case may be; or (iii) to any company to which all or the relevant part of its business is transferred, provided that the purchaser of the business agrees in writing to be bound by the obligations of that party under this Agreement; and provided further that the assignee

under (ii) or (iii) above is not a competitor of the other party.

**9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. It is agreed that in relation to the Customer the Courts of England and Wales shall have exclusive jurisdiction. However nothing in this clause shall prevent OAG from applying for and obtaining injunctive relief, bringing a claim or enforcing any order of the Courts of England and Wales in any other country or jurisdiction.

**10. General**

10.1 This Agreement supersedes all prior agreements, arrangements and understandings between the parties, whether written or oral, in respect of its subject matter and constitutes the entire agreement and understanding between the parties relating to the subject matter of this Agreement. This Agreement may only be modified, amended, or any of its terms waived, by a written document signed by authorised representatives of each party.

10.2 Any terms and conditions contained in a Customer purchase order or in any other document submitted by Customer which are additional to or inconsistent with the terms and conditions of this Agreement are null and void.

10.3 Where this Agreement is translated into a language other than English that translation shall be for reference only. In the event of any conflict between the non-English and English language versions then the English language version of this Agreement shall take precedence.

10.4 Nothing in these terms shall constitute or be deemed to constitute either party as agent or partner of the other for any purpose whatsoever.

10.5 Customer will not use any trade names, trade marks, brand names or logos of OAG in connection with any document, product, service or material without OAG's prior written consent.

10.6 Nothing in this Agreement confers or purports to confer on any person who is not a party to this Agreement any beneficial rights, or any other right, to enforce any term or provision of this Agreement.

10.7 If any one or more provisions of this Agreement is held to be unenforceable, such provision shall be reformed to permit its enforcement in a manner that most closely accomplishes the original objectives of the provision, and the other provisions of this Agreement will remain in full force and effect.

10.8 A failure or delay of either party to enforce a provision of this Agreement or a previous waiver or forbearance by either party shall not be construed as a continuing waiver of any provision of this Agreement.

10.9 Notwithstanding termination or expiry of this Agreement, the terms of clauses 2, 3.1, 3.6, 4.5, 4.6, 5, 6, 9, and 10 shall survive termination or expiry and remain in full force and effect.