# RM6261 Call-Off Schedule 24 (Supplier-Furnished Terms)

[RM6261 Call-Off Schedule 24 (Supplier-Furnished Terms) 1](#_Toc164674271)

[PART 1A: Non-COTS Third Party Software 3](#_Toc164674272)

[PART 1B: COTS Software 3](#_Toc164674273)

[Annex 1: Non-COTS third party software licence terms 4](#_Toc164674274)

[Annex 2: COTS software licence terms 5](#_Toc164674275)

### PART 1A: Non-COTS Third Party Software

Terms for licensing of non-COTS third party software in accordance with Call-Off Schedule 6 Paragraph 9.2.3 are detailed in Annex 1.

### PART 1B: COTS Software

Terms for licensing of COTS software in accordance with Call-Off Schedule 6 Paragraph 9.3 are detailed in Annex 2.

## Annex 1: Non-COTS third party software licence terms

**Not applicable**

## Annex 2: COTS software licence terms

1. Data Licence TERMS
	1. Subject to clause ‎1.2, the Supplier grants the Buyer a limited, non-exclusive and non-transferable licence for the Term only:
		1. to use, copy (subject to clause ‎1.2.7) and host the Data Deliverables solely in accordance with these Data Licence Terms for the Permitted Purposes only; and
		2. to create Materials that contain parts of or reference any of the Data Deliverables in any format (“**Derivative Works**”), provided that:
			1. such Derivative Works are used solely and strictly for the Permitted Purposes; and
			2. the Derivative Works are not capable of use (and will not be used) substantially as a substitute for the Data Deliverables.
	2. The Buyer shall not:
		1. include any part of the Licensed Materials in any product or service offered to its own customers or third parties, subject to clause ‎1.3;
		2. sub-license the use of any part of the Licensed Materials to any third party, subject to clause ‎1.3;
		3. make any part of the Licensed Materials publicly available, subject to clause ‎1.3;
		4. modify any part of the Data Deliverables, save that nothing in these Data Licence Terms shall restrict the Buyer from augmenting the Data by combining it with data from other sources, provided that:
			1. the Data is not identifiable in the end result, or otherwise traceable (by reverse engineering or otherwise) to the Supplier or the Supplier Database as the originating source; and
			2. any augmentation of the Data is not capable of use (and will not be used) substantially as a substitute for the Data,

#### (“Augmented Data”);

* + 1. derive or attempt to derive any Personal Data or otherwise identify any individual from the underlying Data at any time by any means, including without limitation by reverse engineering or attempting to reverse engineer any part of the Data Deliverables for any purpose;
		2. sell or otherwise distribute any part of the Licensed Materials, subject to clause ‎1.3;
		3. make copies of the Data Deliverables, save that Buyer may make copies of those parts of the Data Deliverables to the extent reasonably necessary for the purposes of back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and testing; and
		4. use any part of the Licensed Materials in any manner which may damage the reputation of the Supplier.
	1. Notwithstanding clause 15 of the Core Terms, the Supplier grants the Buyer a perpetual, non-exclusive, transferable, royalty-free and worldwide licence to use, copy, modify, adapt, host, commercialise and publish (with the right to sub-license) any Incorporated Deliverables for the Permitted Purposes only to the extent required by the Buyer to use the Augmented Data and/or the Derivative Works.
	2. The Buyer shall:
		1. throughout the Term, provide such information and support as may be reasonably requested by the Supplier to enable the Supplier to properly and efficiently to perform its obligations under the Contract;
		2. ensure the Data Deliverables are not disclosed to its personnel or accessed unless necessary for the receipt and/or use of the Data Deliverables; and
		3. put in place all systems and processes as are required in accordance with Good Industry Practice to protect the security and confidentiality of the Data Deliverables.
	3. The Parties acknowledge that the delivery and use of the Licensed Materials will be guided by and should be conducted in line with ethical principles as follows:
		1. Oversight: oversight of the use of the Licensed Materials, Derivative Works and Augmented Data;
		2. Proportionality: ensuring the Licensed Materials are no more extensive than is legitimately required by the Buyer to fulfil the Permitted Purpose;
		3. Time-bound: setting appropriate time limits on the supply and reach of the Licensed Materials;
		4. Transparency: explaining as and when appropriate to the public the need for and use of the Licensed Materials, Derivative Works and Augmented Data in fulfilment of the Permitted Purpose, and to avoid public misconceptions;
		5. Privacy: ensuring no material risk of re-identification of the Data (i.e. no individual should be capable of being identified by the Data) on an ongoing basis, including but not limited to assessing and if necessary amending any stipulated dataset rules, such as minimum numbers to be included in a dataset or minimum geographical areas or demographic categories used;
		6. Security: ensuring continuing robust security measures around the handling of the Licensed Materials and Derivative Works; and
		7. Consultation: appropriate consultation where required with stakeholder bodies (e.g. ICO, Ofcom),

(together, the “**Ethical Considerations**”).

* 1. The Buyer will use reasonable endeavours to take into account Ethical Considerations in respect of its use of the Licensed Materials in accordance with the Data Licence Terms.
	2. The Supplier, or its licensors (as applicable), shall own all the intellectual property rights in the Supplier Database, the Licensed Materials, the Portal and the APIs. Nothing in the Contract shall act or be interpreted as transferring any rights in any of the Supplier’s intellectual property rights in the Supplier Database, the Licensed Materials, the Portal and the APIs. The only licences granted by the Supplier (including intellectual property rights in the Data) are as expressly set forth in Annex 2 of Call-Off Schedule 24, and the Buyer acknowledges and agrees that it shall have no rights or licences in, or to any part of, the Licensed Materials, the Portal and the APIs other than as set out in Annex 2 of Call-Off Schedule 24.
	3. Subject to clause ‎1.7, the Buyer (or its third party licensors) shall own the intellectual property rights in the Derivative Works and Augmented Data, excluding any Incorporated Deliverables.
	4. The Supplier reserves exclusively for itself the unfettered right at all times to use or exploit the Data Deliverables, the Portal and the APIs in any manner and for any purpose at its sole discretion.
	5. Any use of the Licensed Materials by the Buyer not permitted by the Data Licence Terms shall constitute an irremediable material breach of the Contract for the purposes of clause ‎4.4.
	6. The Buyer acknowledges that the Supplier and/or its licensors has or have made and will continue to make substantial investment in the obtaining, verification, selection, co-ordination, development, presentation and supply of the underlying Data.
	7. To the extent of any conflict or inconsistency between this clause ‎1 and Clause 9 (Intellectual Property Rights) of the Core Terms, this clause ‎1 takes precedence.
1. ACCESS TO AND USE OF THE PORTAL
	1. The Supplier grants the Buyer and the Authorised Users a limited, non-sublicensable, non-exclusive, non-transferable licence, without the right to grant sub-licences, to access and use the Portal during the Term to the extent required for the Buyer to view, interact with and download parts of the Data Deliverables in the Portal in connection with the Permitted Purposes.
	2. The Buyer’s access or use of the Portal must be in compliance with:
		1. the Contract;
		2. the Tableau Terms; and
		3. the Supplier's instructions or directions, to the extent such instructions or directions are not inconsistent with the Tableau Terms.
	3. The Buyer must not (and must ensure that the Authorised Users do not):
		1. input or use the Buyer’s own data with the Portal or the underlying Tableau Software except as directed by the Supplier, and must only use the Portal or the underlying Tableau Software in respect of the Data Deliverables;
		2. make the Portal or the underlying Tableau Software available to anyone other than the Buyer or the Authorised Users, or use the Portal or the underlying Tableau Software for the benefit of anyone other than the Buyer and the Authorised Users;
		3. sell, resell, license, sublicense, distribute, rent or lease the Portal or the underlying Tableau Software, or include the Portal or the underlying Tableau Software in a service bureau or outsourcing offering;
		4. use the Portal or the underlying Tableau Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
		5. use the Portal or the underlying Tableau Software to store or transmit Malicious Code;
		6. interfere with or disrupt the integrity or performance of the Portal or the underlying Tableau Software or third-party data contained therein;
		7. attempt to gain unauthorised access to the Portal or the underlying Tableau Software or its related systems or networks;
		8. permit direct or indirect access to or use of the Portal or the underlying Tableau Software in a way that circumvents a contractual usage limit, or use the Portal or the underlying Tableau Software to access, copy or use any of the Supplier's or Salesforce's intellectual property except as permitted under this Contract and the Tableau Terms respectively;
		9. modify, copy, or create derivative works of the Portal or the underlying Tableau Software or any part, feature, function or user interface thereof;
		10. frame or mirror any part of the Portal or the underlying Tableau Software, other as permitted in this clause ‎2;
		11. except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile the Portal or the underlying Tableau Software or access it to:
			1. build a competitive product or service;
			2. build a product or service using similar ideas, features, functions or graphics of Portal or the underlying Tableau Software;
			3. copy any ideas, features, functions or graphics of Portal or the underlying Tableau Software; or
			4. determine whether Portal or the underlying Tableau Software is within the scope of any patent;
		12. utilise any equipment, device, software, or other means designed to circumvent or remove any valid license key or activation code, or other software authorisation method or copy protection used by Salesforce in connection with the Portal or the underlying Tableau Software, or use the Portal or the underlying Tableau Software together with any authorisation code, product key, credential, serial number, or other copy protection device not supplied by Salesforce;
		13. use the Portal or the underlying Tableau Software to develop a product that converts any Salesforce file format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of Salesforce;
		14. remove any product identification, proprietary, copyright, trademark, service mark, or other notices contained in the Portal or the underlying Tableau Software; or
		15. use the Portal or the underlying Tableau Software in a way that could lead to death or bodily injury of any person, or to severe physical or environmental damage.
	4. The Supplier will provide the Buyer and Authorised Users with relevant login credentials (including user ID and password) to access the Portal in accordance with clause ‎2.1. The Supplier may need to ask the Buyer and Authorised Users to provide personal details, such as name and e-mail address, in order to provide such login credentials.
	5. The Buyer is responsible for the security and proper use of all security information, such as user IDs and passwords used in connection with the Portal. The Buyer must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people. The Buyer must immediately inform the Supplier if there is any reason to believe that a user ID or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way. the Supplier reserves the right to suspend access if at any time the Supplier considers that there is or is likely to be a breach of security, or a breach of this clause ‎2 or the Tableau Terms by the Buyer or an Authorised User.
	6. In addition to clause ‎2.1, the Buyer shall (and shall ensure that Authorised Users shall) in performing this Contract comply with, and carry into effect, all relevant obligations under the Tableau Terms, whether expressed as an obligation of the Supplier or the Buyer, to ensure that the Supplier is not in breach of the Tableau Terms.
	7. To the extent that the Buyer or any Authorised User is accessing or using the Tableau Software, where there is a conflict between the terms and conditions in this Contract and the Tableau Terms, the Tableau Terms will prevail, unless expressly notified to the Buyer by the Supplier.
	8. Without prejudice to any other rights or remedies available to the Supplier, the Buyer shall hold harmless and indemnify the Supplier against all liabilities, costs, expenses, damages and losses arising or incurred in respect of any claims, demands, or actions for compensation directly arising by way of a breach by the Buyer or any Authorised User of any obligations set out in this clause ‎2. The Parties acknowledge and agree that:
		1. all amounts the Supplier is liable to pay to Salesforce under the Tableau Terms as a result of the Buyer or an Authorised User causing the Supplier to breach the Tableau Terms or clause ‎2; and
		2. all expenses the Supplier reasonably and necessarily incurs, including without limitation, reasonable legal and attorneys' fees, in responding to and managing the claims made by the Salesforce entity in connection with such breach,

shall be considered direct losses or damages.

* 1. Except to the extent permitted by Applicable Law, and subject to the Tableau Terms, the Supplier provides the Portal on an "as is" basis and makes no other warranty, whether express or implied, including as to whether Portal or the underlying Tableau Software are non-infringing or fit for any purpose.
	2. To the extent of any conflict or inconsistency between this clause ‎2 ‎and Clause 9 (Intellectual Property Rights) of the Core Terms, this clause ‎2 takes precedence.
1. USE OF THE APIs
	1. The Supplier grants the Buyer a non-exclusive licence during the Term:
		1. for the Buyer to access the APIs solely for the purposes of:
			1. internally developing the Applications that will communicate and interoperate with the Portal for the Permitted Purposes;
			2. making API Calls in compliance with the API Limits; and
		2. to display the Data Deliverables received from the API within the Application for the Permitted Purposes.
	2. The Buyer’s sole means of accessing the APIs shall be via the API Key. The Buyer shall not, and shall ensure the Authorised Users shall not, share the API Key with any third party and must keep the API Key and all log-in information secure. This API Key may be withdrawn by the Supplier in its sole discretion without notice for any or no reason, at which point the Buyer’s access to the Portal will continue but the Buyer will no longer be able to use or access the APIs.
	3. The Buyer may not:
		1. make API Calls in excess of the API Limits;
		2. remove any proprietary notices from the APIs;
		3. use the APIs, including in any of the Applications, to replicate or attempt to replace the user experience of the Portal; or
		4. attempt to cloak or conceal the Buyer’s identity or the identity of the Applications when requesting authorisation to use the APIs or making an API Call.
	4. The Buyer:
		1. is responsible for the operation and security of the Buyer System and the Application;
		2. shall ensure that the Buyer System and the Application comply with any relevant specifications provided by the Supplier from time to time;
		3. shall be, to the extent permitted by law and except as otherwise expressly provided in the Contract, solely responsible for procuring, maintaining and securing network connections and telecommunications links from the Buyer System and the Application to the Supplier Database, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Buyer’s network connections or telecommunications links or caused by the internet;
		4. will take reasonable steps to:
			1. secure the APIs, the Data Deliverables, and the API Key (including all copies thereof) from infringement, misappropriation, theft, misuse of unauthorised access; and
			2. prevent the introduction of any Malicious Code into the Supplier's network and information systems, via the Buyer’s use of the APIs, the API Key or otherwise; and
		5. is required to develop the Application, and undertake API Calls, in line with the API Documentation.
	5. Access to and use of the APIs is also subject to the Supplier’s API Developer Portal Terms of Use, available at https://developer.bt.com/terms-use ("**API Terms of Use**"). In the event of any conflict between the Contract and the API Terms of Use in respect of the APIs, the Contract shall take precedence.
	6. To the extent of any conflict or inconsistency between this clause ‎3 ‎and Clause 9 (Intellectual Property Rights) of the Core Terms, this clause ‎3 takes precedence.
2. Buyer Warranties for licensed materials
	1. The Buyer warrants that:
		1. the Buyer will comply with the Data Licence Terms; and
		2. Derivative Works and Augmented Data will not infringe any rights (including intellectual property rights) of any third parties.
3. LIABILITY FOR BREACH
	1. Notwithstanding Clauses 11.1, 11.2 and 11.3 of the Core Terms, but subject to clause 11.4 of the Core Terms, the Buyer’s total aggregate liability for any breach of clause ‎1, clause ‎2, clause ‎3 or clause ‎4.1 by the Buyer shall not exceed five million pounds (£5,000,000).
4. SUspension, Termination and consequences of termination
	1. The Supplier may restrict or suspend use of or access to any affected Data or Data Deliverable:
		1. for any default of any payment in accordance with Clause 4 of the Core Terms;
		2. if the Buyer fails to materially comply with the terms in Annex 2 of Call-Off Schedule 24; or
		3. if the Supplier reasonably considers that it is required to do so in order to safeguard the integrity or security of the Data or the Supplier Network.
	2. The Supplier will notify the Buyer in advance of any restriction or suspension for any of the events listed in clause ‎6.1 as soon as commercially reasonable.
	3. Where the Supplier exercises its right to restrict or suspend use of or access to any Data or a Data Deliverable under clause ‎4.1 and that right arose as a result of a breach of the Contract by the Buyer, the Buyer will continue to be liable for all applicable Charges for the affected Data or Data Deliverable(s) until the Contract is terminated.
	4. In addition to the Supplier’s right to terminate under Clause 10.5 of the Core Terms, the Supplier may terminate the Contract immediately by providing written notice to the Buyer if the Buyer commits a material breach of the terms in Annex 2 of Call-Off Schedule 24, and in the case of a material breach which is capable of remedy, fails to remedy such material breach within thirty (30) Working Days after receipt of written notice to do so.
	5. Immediately upon termination or expiry of the Contract (for any reason), the licences and rights granted by the Supplier shall terminate (except for the licence of Incorporated Deliverables in clause ‎1.3) and the Buyer shall:
		1. stop using the Data Deliverables, Portal and APIs;
		2. not create any new Derivative Works or Augmented Data from the Data Deliverables; and
		3. delete all of the Data Deliverables (except for the Incorporated Deliverables) received from the Supplier under this Contract (together with all copies the Data Deliverables) within ten (10) Working Days of termination or expiry of the Contract and provide the Supplier with written confirmation of such deletion; and
		4. be liable to pay any unpaid Charges in respect of the Data Deliverables actually delivered by the Supplier and properly invoiced in accordance with the Contract (and not for any outstanding Data Deliverables).
5. Use Cases
	1. Subject to clause ‎7.2 below, the Buyer will use reasonable endeavours to give the Supplier’s nominated representative (to be notified to the Buyer in writing) reasonable written notice of new use cases for the Data Deliverables in accordance with the Permitted Purposes. Upon the Supplier’s nominated representative being notified of any new use case for the Data Deliverables:
		1. the Buyer will promptly provide the Supplier with, if reasonably requested by the Supplier within three (3) Working Days of such notification, sufficient information to determine whether the new use case is proportionate fair and in line with the Supplier policy on responsible use of data; and
		2. the Supplier shall within three (3) Working Days of receipt of complete information requested under clause ‎7.1.1 above provide the Buyer, in writing (including email), with any justification it may have for the new use case not meeting the Supplier’s policy on the responsible use of data, which the Buyer shall, in good faith, take into account before making any decision (at its sole discretion) to move ahead with the new use case.
	2. Without prejudice to the terms of this Contract, in exceptional circumstances and/or an emergency, where, acting in good faith, any form of prior notification to the Supplier is not practicable in the time available, the Buyer may use Data Deliverables in connection with new use cases within the Permitted Purpose provided that in doing so the Buyer:
		1. considers and complies with clause ‎1.2.8 above;
		2. takes into account Ethical Considerations in respect of its use cases for the Licensed Materials; and
		3. provides notification to the Supplier of any actions taken under this clause ‎7.2 as soon as reasonably practicable after the event.
6. Definitions

|  |  |
| --- | --- |
| “APIs” | the application programming interfaces enabling the Buyer to obtain a feed of relevant Data Deliverables from the Portal available at <https://insightsplatform.activeintelligence.bt.com>; |
| “API Call” | each call from an Application via an API to interact with the Portal; |
| “API Documentation” | the API documentation made available to the Buyer by the Supplier from time to time; |
| “API Key” | the security key the Supplier makes available for the Buyer to access an API; |
| “API Limits” | the restrictions provided or published by the Supplier regarding APIs from time to time; |
| “Application” | any applications developed by, or on behalf of, the Buyer to interact with the APIs; |
| “Augmented Data” | has the meaning given in clause ‎1.2.4; |
| “Authorised Users” | an employee or contractor of the Buyer who has a valid licence to access the Data Deliverables using the Portal and/or APIs in accordance with the Contract; |
| “Buyer System” | any network and information systems (including any hardware, software and other infrastructure) and processes operated by the Buyer or on the Buyer’s behalf that is used to access the Portal, APIs, make an API Call or otherwise communicate or interact with the Portal, including any Applications; |
| “Data” | data or information, in any aggregated and anonymised form, including image visualisation and sound recording summarisation, relating to EE mobile phone users. For the avoidance of doubt Data shall not include any Personal Data; |
| “Data Deliverables” | (a) the Data; and/or (b) any reports or documents which include the Data, provided by the Supplier in accordance with the Specification, and which form part of the Deliverables to be provided to the Buyer by the Supplier under the Contract; |
| “Data Licence Terms” | clauses ‎1.1, ‎1.2 and ‎1.3; |
| “Derivative Works” | has the meaning given in clause ‎1.1.2; |
| “EE” | EE Limited whose registered address is One Braham, 1 Braham Street, London, E1 8EE, United Kingdom and whose registered number is 02382161; |
| “Incorporated Deliverables” | means any Data Deliverables contained in any: (a) Derivative Works created by the Buyer in accordance with clause ‎1.1.2; or (b) Augmented Data created by the Buyer in accordance with clause ‎1.2.4; |
| “Licensed Materials” | (a) the Data Deliverables; and (b) the Incorporated Deliverables; |
| “Malicious Code” | code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses; |
| “Materials” | literary or other works of authorship including specifications, software, routines, codes (including source code), interfaces, job control and other logs, databases, module, compilations of data, program listings, software tools, methodologies, tool kit, processes, scripts, manuals (including user and reference manuals), reports, plans, process and/or procedure documents, drawings, images, sound and other written documentation in any media and machine-readable text and files; |
| “Permitted Purposes” | preparing for and responding to risks as per the National Risk Register, and understanding changing population density and mobility in different geospatial areas across the UK and over time; |
| “Portal” | the online web portal made available to the Buyer by the Supplier to access the Data Deliverables using the Tableau Software; |
| “Supplier Database” | the insights database created by the Supplier concerning its mobile network and mobile user activities from which the Data is extracted and/or the Data Deliverables are based; |
| “Supplier Network” | the communications network owned or leased by the Supplier and its related IT systems; |
| “Tableau Software” | the Tableau software, whether on-premise or cloud-based, provided to the Buyer by the Supplier for the Buyer to access the Portal to view and download the Data Deliverables; |
| “Tableau Terms” | the terms and conditions of the Main Services Agreement between the Supplier and Salesforce, Inc., and the Order Form Supplement for Tableau Products; |