Rail Settlement Plan Data Licence

This agreement ("Agreement") is entered in to on [Date].

Between:

RAIL SETTLEMENT PLAN LIMITED ("**RSP**") (Registered No: 3069042) whose registered address is at200 Aldersgate Street, London EC1A 4HD; and

[COMPANY LIMITED] LIMITED ("**LICENSEE**") (Registered No: xxxxxxx) whose registered address is Address.

together referred to as the "Parties".

WHEREAS

(a)   The Licensee has applied to RSP for a Licence, in order to use RSP Licensed Data in the provision and or delivery of services to its customers.

(b)   RSP has agreed to grant such a Licence to the Licensee upon payment of the required Licence Fee, and Datafeeds Charge (if applicable) under the terms of this Agreement.

1.   Definitions

1.1.   In this Agreement the following expressions have the following meanings:

"**Agreement**" means this Agreement and its Clauses and the Schedule as may be amended from time to time by agreement of the Parties;

"**Business Customer**" means any entity or person who provides its location based services to its End Users under its name and/or brand through the use of the Services provided by the Licensee;

"**Confidential Information**" means, in respect of each party, any and all information obtained during the Term or prior to the commencement of this Agreement from the other party which by its nature should be treated as confidential or which is marked as such and which has come into that party's possession or into the possession of any of its employees, agents or sub-contractors as a result of or in connection with this Agreement and includes all information which has been or may be derived or obtained from any such information;

"**Dispute**" means any dispute between the Parties arising out of or in connection with this Agreement;

"**End Users**" means any entity or person who receives or uses a copy of all or a part of the Licensed Data or information contained therein or derived therefrom for personal use of the Services with no right to resell, redistribute, sub-license or loan the Licensed Data;

"**Expert**" means a person expert in the area of the Dispute to be resolved appointed by agreement between the Parties or, if the Parties fail to agree within 14 days of the Dispute having arisen if a technical Dispute by the President of the British Computer Society (or his appointee); or if other than a technical Dispute, by the President of the Law Society (or his appointee);

"**Force Majeure Event**" means any event beyond the reasonable control of a party including, without limitation, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction or any overriding emergency procedures, accident, breakdown of plant or machinery, fire, flood and storm;

"**Instructions**" means such reasonable instructions or procedures and standards which RSP may from time to time notify in writing to the Licensee in connection with this Agreement;

"**Journey Planning Code of Practice**" means the RSP Journey Planning Code of Practice supplied to the Licensee as amended from time to time;

"**Licence**" means the licence granted pursuant to Clause 2.1 of this Agreement and any amendments made to it from time to time;

"**Licensee**" means the person licensed to use the Licensed Data under this Agreement;

"**Non-Compliance Notice**" means a notice issued by RSP to the Licensee notifying the Licensee that it has failed to comply with Clause 2.1 of this Agreement;

"**Permitted Use**" means the purposes for which RSP has authorised the Licensee to use the Licensed Data as more particularly set out in the Schedule;

"**RSP**" means Rail Settlement Plan Limited (registered no. 3069042) whose registered office is at 200 Aldersgate Street, London, EC1A 4HD;

"**Remedy Period**" means the period of time set out in a Non-Compliance Notice within which the Licensee must remedy any non compliance;

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"**Retailer**" means a person licensed by or on behalf of TOCs to provide information about or sell TOC products;

"Services" means the location based service, navigation service and any other services that include, in whole or in part, transmitting software and/or data related to the location information, map, or routes, etc., that are stored in the Licensee's servers or other servers designated by the Licensee, to any kind of device;

"**Specific Conditions**" means the additional conditions specified in the Schedule;

"**Term**" means the term of this Agreement as set out in Clause 17.1;

"**TSA**" means the Ticketing and Settlement Agreement dated 23 July 1995 between the TOCs listed therein and RSP as amended from time to time;

"**TOCs**" means those passenger train operating companies which are signatories to the TSA

1.2. In this Agreement a reference to:

1.2.1. "**persons**" includes a reference to any body corporate, unincorporated association or partnership;

1.2.2. a "**person**" includes a reference to that person's legal personal representatives, successors and permitted assigns; and

1.2.3. a Clause or Schedule is a reference to a clause or schedule to this Agreement.

1.3. This Agreement may not be construed in any way that may prevent the Licensed Data being used in accordance with Clause 2.

2. Licence

2.1. RSP hereby grants to the Licensee a non-exclusive, non-transferable licence to use the data described in the Schedule (the "Licensed Data") for the Permitted Use in accordance with and subject to:

2.1.1. the terms and conditions of this Agreement;

2.1.2. the Specific Conditions;

2.1.3. the Journey Planning Code of Practice; and

2.1.4. the Instructions.

2.2. This Agreement shall not be construed as transferring or attempting to transfer the copyright, or other intellectual property rights or any other rights in the Licensed Data to the Licensee.

3. The Licensee's obligations

3.1. The Licensee shall not:

3.1.1. charge or otherwise encumber the Licensed Data;

3.1.2. use the Licensed Data in any way except in accordance with Clause 2 and the terms of this Agreement;

3.1.3. save to the extent permitted in Clause 13 sub-license or assign in any way its rights or obligations under this Agreement or in the Licensed Data;

3.1.4. make any additions or deletions to the Licensed Data without the written authority of RSP; and

3.1.5. without the written permission of RSP use the Licensed Data to supply or otherwise make available any information derived from the Licensed Data which shows an inaccurate or preferential presentation or view as to the services offered between any of the TOCs or any other mode of transport service which is presented or viewed in conjunction with the services offered by any of the TOCs.

3.2. The Licensee shall use its reasonable endeavours to keep the Licensed Data secure and safe from abuse or misuse by any third party.

3.3. The Licensee shall ensure that:

3.3.1. the Licensed Data is not altered in any way which would cause it to be inaccurate;

3.3.2. where any output data derived from the Licensed Data is placed into the public domain such output is accompanied where requested by RSP with a visible notice as agreed with RSP to the effect that such data is derived and is made available under the terms of this Agreement;

3.3.3. it does not provide the Licensed Data to any other person without the prior written consent of RSP;

3.3.4. any recipient of the Licensed Data is made aware of any notices or disclaimers relating to the accuracy or the completeness of the Licensed Data together with any relevant limitation or exclusion of liability provisions that RSP in its sole discretion requires to be made available to any such third party recipient; and

3.3.5. it notifies RSP in writing of any defects, inaccuracies or other deficiencies in the Licensed Data within 48 hours after it becomes aware of such defects, inaccuracies or deficiencies.

3.4. The Licensee shall collect and maintain adequate information, including but not limited to information on the Licensee's accurate and impartial use of the Licensed Data and any other information relating to the use of the Licensed Data under this Agreement, as is sufficient to assist RSP in exercising its rights under Clause 12.

4. Supply and Acceptance of Licensed Data

4.1. RSP shall either procure the supply of or grant use of the Licensed Data as defined in the Schedule.

5. Liability

5.1. This Clause sets out each party's entire liability to the other under the whole or any part of this Agreement, whether in contract, tort (including, but not limited to, negligence), statute, common law or otherwise. Unless as otherwise agreed between the Parties, neither party shall be liable to the other in respect of this Agreement except as expressly provided for herein.

5.2. Nothing in this Agreement will exclude or restrict either party's liability for fraudulent misrepresentation or death or personal injury resulting from its negligence or that of its employees while acting in the course of their employment.

5.3. Except as expressly provided in Clause 5.2 the total liability of the Licensee and RSP to each other under this Agreement shall not exceed the sum of the Licence Fee and the Datafeeds Charge payable by the Licensee in the 12 month period prior to any claim;

5.4. Neither party shall be liable to the other party for any indirect, special or consequential loss or damages of whatsoever kind that may be suffered by that other party.

5.5. The Licensee shall have no responsibility for the inherent inaccuracy of the Licensed Data save where the Licensee has become aware of such inaccuracy and failed to notify RSP in accordance with Clause 3.3.5 above.

6. Warranty

6.1. RSP makes no representations or warranties in relation to the Licensed Data, including but not limited to:

6.1.1. the accuracy of the Licensed Data;

6.1.2. the satisfactory quality for purpose, merchantability or otherwise of the Licensed Data;

6.1.3. its suitability for the Permitted Use; and

6.1.4. for the avoidance of doubt, any other matter associated with the Licensed Data.

6.2. To the extent permitted by law, RSP expressly excludes any statutory term, which might, save for the operation of this Clause, otherwise have been implied into this Agreement. For the avoidance of doubt this Clause 6 applies to, including but not limited to, the Sale of Goods Act 1979 (as amended by the Sale of Goods Act 1994) and The Supply of Goods and Services Act 1982.

6.3. The Licensee warrants that it will implement reasonable technical and organisational measures to protect all Licensed Data received under this Agreement against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access.

6.4. The Licensee warrants that it will not make any alterations or otherwise process or use the Licensed Data in a manner that would or is likely to cause it to be inaccurate, incomplete or otherwise fails to comply with the terms of this Licence or any statutory provision.

7. Infringement of intellectual property rights

7.1. The Licensee shall promptly give notice in writing to RSP in the event that any claims are made or threatened against the Licensee that the use of the Licensed Data for the Permitted Use infringes the rights of a third party or negligent action of the Licensee the Licensee shall indemnify RSP under the provisions of Clause 5.

7.2. In the case of any matter falling within Clause 7.1 where the claim made or threatened arises where neither RSP nor the Licensee could reasonably foresee there being such a claim RSP and the Licensee shall as soon as possible after notice is given under Clause 7.1 agree what steps, if any, shall be taken to defend such claims and the proportions in which they shall share the cost of such steps and any damages and other sums which may be awarded in their favour or against them and in the event that the parties cannot agree on such a contribution then the costs damages and other sums shall be met or received equally.

7.3. The Licensee shall at the request and expense of RSP, provide all reasonable assistance to RSP (including but not limited to the use of its name in or being joined as a party to proceedings) in connection with any action to be taken by RSP pursuant to this Clause.

8. Licence Fee and Datafeeds Charge

8.1. RSP shall charge the Licensee and the Licensee shall pay to RSP a fee (the "Licence Fee") and, if applicable, a charge (the "Datafeeds Charge") as set out in the Schedule. For the avoidance of doubt the Datafeeds Charge shall include the costs of distribution of the Licensed Data from third parties/RSP to the Licensee's network. Once the Licensee has received the Licensed Data it may make any use or multiple uses of the Licensed Data subject to the provisions of this Agreement and the conditions of use set out in the Schedule.

8.2. RSP will invoice the Licensee for the Licence Fee and Datafeeds Charge in accordance with the procedures specified in the Schedule. All invoices will be payable by the Licensee within 30 days of receipt of such an invoice. Where an invoice remains outstanding for more than 10 business days after its due date, RSP shall be entitled to terminate this Agreement with immediate effect except where such invoice is the subject of a valid dispute.

9. VAT

9.1. All sums due to either party under this Agreement are exclusive of VAT thereon, if any, which shall be charged in addition thereto in accordance with the relevant regulations in force at the time of making the relevant taxable supply and shall be payable by the paying party only against receipt from the other of a valid VAT invoice in respect thereof.

9.2. Where under this Agreement one party has agreed to reimburse or indemnify the other in respect of any payment made or cost incurred by the other then the first party shall also reimburse any VAT paid by the other which forms part of its payment or costs incurred to the extent that such VAT is not available for credit for the other under Sections 25 and 26 of the Value Added Tax Act 1994.

10. Rights and Ownership of the Licensed Data

10.1. The copyright and all other intellectual property rights of whatever nature in the Licensed Data together with any media that it is supplied on will, remain the exclusive property of the owners.

11. Force Majeure

11.1. if either party is prevented from performing any of its obligations under this Agreement by a Force Majeure Event then:

11.1.1. as soon as reasonably possible after commencement of the Force Majeure Event that party shall notify the other party in writing of the occurrence of the Force Majeure Event, the date of commencement and an estimated duration of the Force Majeure Event and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement;

11.1.2. that party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event upon the performance of its obligations under this Agreement;

11.1.3. that party's obligations under this Agreement shall be suspended for so long as the Force Majeure Event continues and to the extent that party is so prevented; and

11.1.4. as soon as reasonably possible after the cessation of the Force Majeure Event that party shall notify the other party in writing of the cessation of the Force Majeure Event and shall resume performance of its obligations under this Agreement.

11.2. If the Force Majeure Event continues for more than 14 days after the commencement of the Force Majeure Event the party not relying on the suspension of its obligations as a result of the Force Majeure Event may terminate this Agreement by giving not less than 10 business days' notice in writing to the other party.

12. Access and Audit Rights

12.1. RSP may audit the performance of the Licensee in respect of the Licensee's use of the Licensed Data and any of the Licensee's obligations under this Agreement.

12.2. RSP may conduct such audits as are referred to in Clause 12.1 either itself or through a third party auditor who may exercise RSP's rights under this Agreement.

12.3. RSP may carry out the audits referred to in Clause 12.1 by way of either spot checks or appointment to access of any of the Licensee's sites where the Licensed Data is used. Where access to the Licensee's sites is required to carry out an audit the Licensee will grant reasonable access to the Licensee's sites. For this purpose, the Licensee grants to RSP a licence to enter onto any of the Licensee's sites to the extent necessary in order for RSP to exercise this right. The audits referred to in this Clause 12.3 may be carried out at any time during normal business hours.

12.4. The Licensee will, as soon as reasonably practicable, provide RSP and its staff, contractors, agents, auditors and advisers with such information, assistance, whether by access to the Licensee's systems, books and records documentation etc which in the reasonable opinion of RSP, is required to carry out each audit.

12.5. The Licensee acknowledges that certain regulatory bodies may lawfully investigate RSP's affairs. Where a regulatory body exercises such a right the Licensee will assist RSP, to the extent that it is both lawful and reasonably practicable, to supply any information that the regulatory body may lawfully request.

12.6. The Licensee shall from time to time provide on request to RSP copies of any information, advertising, marketing or promotional literature or any other literature or documents kept or produced in any form in which the Licensee has incorporated or made reference to the Licensed Data either wholly or in part in its use of the Licensed Data under this Agreement.

13. Assignment and Subcontracting

13.1. The Licence granted to the Licensee hereunder is personal to the Licensee and save for Clause 13.2 below, may not be assigned, sub-licensed or otherwise dealt with without the prior written consent of RSP.

13.2. The Licensee may supply the Licensed Data to other parties if permitted to do so in the Permitted Use on the proviso that such supply shall not relieve the Licensee of any of its obligations under this Agreement and that the supply of the Licensed Data to such parties shall be subject to them entering in to a data licence with RSP.

14. Confidentiality

14.1. Each party undertakes to, and to procure that its employees, agents and contractors, treat the Confidential Information as confidential including:

14.1.1. not disclosing the Confidential Information to or in the presence of any person other than its employees, agents or sub-contractors having a need to know in connection with this Agreement;

14.1.2. advising any employee, agent or sub-contractor to whom the Confidential Information is to be disclosed of their obligations with respect to the Confidential Information prior to such disclosure and use its reasonable endeavours to ensure their compliance with such obligations;

14.1.3. only using the Confidential Information for the specific purpose or purposes for which it was disclosed; and

14.1.4. taking all action reasonably necessary to secure the Confidential Information against theft, loss or unauthorised disclosure.

14.2. This Clause 14 does not prohibit the disclosure of Confidential Information for the purpose and to the extent the Confidential Information:

14.2.1. is required to be disclosed by law or by order of a court of competent jurisdiction or pursuant to a formal or informal request of a tax authority;

14.2.2. at the time of disclosure being made, is in the public domain other than through a breach of this Agreement;

14.2.3. is disclosed to professional advisers of that party for the purpose of receiving advice from such advisers in their professional capacity and the disclosing party should take reasonable steps to bring to the attention of such professional advisers that the information is the subject of a confidentiality undertaking;

14.2.4. is disclosed by RSP, to the Office of the Rail Regulator or the Department for Transport, Environment and the Regions or any successor body of such organisations; or

14.2.5. is disclosed in accordance with the terms and conditions of this Agreement.

15. Data Protection and Privacy

15.1. The Parties will each comply with their respective obligations under all relevant privacy and data protection legislation including, without limitation the Data Protection Act 1998.

15.2. The Parties represent and warrant that they are, to the extent necessary to provide and receive the Licensed Data, registered as required by and that they will comply with their appropriate obligations under the Data Protection Act 1998.

16. Variations and amendments

16.1. RSP may make and the Licensee shall accept any variation to this Agreement required due to:

16.1.1. Any regulatory changes;

16.1.2. Any review undertaken by RSP in accordance with Clause 14 and the Schedule;

16.1.3. A change in the Ticketing and Settlement Agreement;

16.1.4. Changing circumstances in which train services information is provided and rail products are sold in the rail industry; or

16.1.5. PROVIDED THAT RSP provides not less than 20 business days' written notice to the Licensee.

17. Term, Termination and Suspension

17.1. This Agreement shall commence on the date hereof and continue in force until [Date], unless terminated under the provisions of this Clause 17. The supply and/or use of the Licensed Data shall commence on the "Effective Date" specified in the Schedule.

17.2. The Agreement shall terminate in the event that the Licensee ceases to use the Licensed Data for the Permitted Use for a period of more than 6 consecutive months as determined by RSP.

17.3. Either party shall be entitled to terminate the Agreement on notice without liability at any time if:

17.3.1. The other party commits a material breach of any of its obligations under this Agreement and, if the breach is capable of remedy, fails to remedy it within 10 business days of receipt of written notice specifying the breach and requiring it to be remedied; or

17.3.2. the other party makes any voluntary arrangement with its creditors within the meaning of the Insolvency Act 1986 or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

17.3.3. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the other party; or

17.3.4. the other party ceases, or threatens to cease, to carry on its business.

17.4. RSP shall be entitled to terminate the Agreement on notice without liability at any time if:

17.4.1. the Licensee brings RSP, ATOC, the TOCs or the passenger rail industry into disrepute; or

17.4.2. any invoices or other sums payable under this Agreement by the Licensee remain unpaid for more than 10 business days after the due date, except where such invoice or sum is the subject of a valid dispute.

17.5. This Agreement will terminate in relation to any data covered under this Agreement in respect of which RSP obtains rights from any third party upon the termination or expiry of the right for RSP to receive and sub-licence such data.

17.6. In the event that the Licensee fails to comply with the provisions of Clause 2.1 RSP may, without prejudice to its other rights, and at its absolute discretion issue the Licensee a Non-Compliance Notice. If the Licensee fails to remedy the Non-Compliance Notice within the Remedy Period RSP shall:

17.6.1. if the Licensee is supplied with or granted access to Licensed Data under this Agreement suspend the supply of or access to such Licensed Data; or

17.6.2. if the Licensee is not supplied with Licensed Data under this Agreement but is authorised to use such Licensed Data suspend the licence granted under Clause 2 of this Agreement;

17.6.3. until such time as the Licensee has remedied to the satisfaction of RSP the Non-Compliance Notice.

17.7. If the Licensee fails to remedy a Non-Compliance Notice within six months of the date of issue of the Non Compliance Notice this Licence shall terminate with immediate effect.

17.8. The provisions of Clauses 3, 5, 6, 7, 14, 18, 20, 21 and 22 shall survive the termination of this Agreement.

18. Effects of Termination

18.1. Any accrued obligations of the Parties up to and after the effective date of termination will continue to exist.

18.2. Upon the expiry or termination of this Agreement, the Licensee shall deliver up to RSP or destroy, at RSP's option, Licensed Data then in the possession or control of the Licensee and in the case of destruction shall certify in writing that it has taken place.

18.3. Upon termination of this Agreement any literature or publicity material in which Licensed Data is contained or any system or media on which Licensed Data is stored by the Licensee, either wholly or in part, must in the case of literature or publicity material be withdrawn from use and in the case of any system or media, deleted.

19. Entire Agreement

19.1. Save as otherwise set out herein, this Agreement represents the entire understanding between the Parties in relation to the subject matter hereof and supersedes all agreements made by either party, whether oral or written. The Parties agree that, save as expressly set out herein, neither party will have any liability for any untrue statement or representation made by it (whether innocently or negligently) upon which the other party relied in entering into this Agreement, unless such untrue statement or representation was made fraudulently.

19.2. The Licensee confirms that it has not relied upon any representation or warranty as to the accuracy of the Licensed Data or any other matter as inducing it to enter into this Agreement except insofar as such representation or warranty is expressly set out in this Agreement.

20. General

20.1. The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

20.2. To the extent of any conflict or any inconsistency between the Clauses of this Agreement and any of the provisions of the Schedule the Clauses of this Agreement shall prevail.

20.3. Except as expressly provided in this Agreement the rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

20.4. Any notice or other communication under or in connection with this Agreement shall be:

20.4.1. in writing and shall be delivered personally; or

20.4.2. sent by first class post to the relevant party at the address for correspondence set out above; or

20.4.3. to an E-mail address advised by either party; or

20.4.4. to such other address as either party may specify by notice in writing to the other.

21. Dispute Resolution

21.1. If a Dispute arises then both Parties shall attempt in good faith to resolve such Dispute and shall, without limiting the generality of the foregoing:

21.1.1. attempt to resolve the Dispute between the RSP Managing Director and the Licensee; and

21.1.2. failing agreement between the RSP Managing Director and the Licensee within 10 business days, refer the dispute for Expert determination.

21.2. The parties shall supply the Expert with such assistance, documents and information as the Expert reasonably requires for the purpose of the determination and require the Expert to hold professional indemnity insurance both then and for 3 years following the date of the determination and to give the decision within 20 business days of the Expert's appointment.

21.3. The decision of the Expert shall be final and binding on the Parties in the absence of manifest error. The Expert shall act as an expert and not as an arbitrator. The Expert's determination is not a quasi-judicial procedure.

21.4. Nothing in this Clause 21 prevents either party from taking action which is necessary or desirable to preserve its rights under this Agreement, including applying for interlocutory injunctions and give the Expert power to award costs but otherwise each party pay its own costs.

22. Governing Law and Jurisdiction

22.1. This Agreement shall be governed and construed in accordance with the laws of England.

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Schedule [To be used where the Licensee sources the Licensed Data from an approved third party]

1. Licensed Data (Core)

1.1 The Licensee intends to procure some or all of the core Licensed Data specified in this Paragraph 1.1, on a daily basis from an approved third party supplier subject to payment of the appropriate Licence Fee to RSP as specified in Paragraph 3.2 of this Schedule.

(a) Train Timetable Data comprising of rail timetable files as specified by RSP from time to time in document RSPS5046;

(b) Fares Data comprising of RSP fares files as specified by RSP from time to time in document RSPS5045; and

(c) Routeing Guide Data comprising of RSP routeing guide files as specified by RSP from time to time in document RSPS5047.

2. Permitted Use

2.1 The Licensee is authorised to use the Licensed Data for the following purposes:

- [to be specifically defined here]

2.2 Where the Licensee acts or intends to act as an intermediary to a Retailer, the Licensee shall notify RSP of the name and contact details of the Retailer prior to the commencement of any services that contain Licensed Data, and shall withhold the provision of such services to the Retailer until RSP has licensed the Retailer to use the Licensed Data.

2.3 The Licensee shall be entitled to use the Licensed Data to enable and facilitate services it provides to its clients, and may charge its clients for the services it provides, plus any reasonable charges for the preparation of and distribution of services to Retailers as permitted by this Schedule.

3. Licence Fee

3.1 The Licence Fee shall be subject to an annual review by RSP during each financial year, and shall be varied in accordance with changes to charges incurred by RSP and changes to RSP Services. RSP shall, following each annual review, advise the Licensee of the Licence Fee, which the Licensee shall pay during the following RSP financial year.

3.2 The Licence Fee for the financial year **01 April 2014 to 31 March 2015** shall be **£xxxx.00 [monthly data] or £xxxx.00 [daily data]** and RSP shall invoice the Licensee on the same date as the signature of this Agreement by both Parties. RSP shall advise the Licensee of the Licence Fee for the following financial year by the end of February each year.

4. Effective Date of this Agreement

4.1 This Agreement is effective from **[Date]**.

Schedule [To be used where RSP supply the Licensed Data to the Licensee]

1. Licensed Data (Core)

1.1 RSP shall supply the core Licensed Data specified in this Paragraph 1.1, in [frequency] datafeeds to the Licensee via [supply method and reference to address if required], and this core Licensed Data shall be supplied by RSP subject to payment of the appropriate Licence Fee and Datafeeds Charge as specified in Paragraphs 6.2 & 6.3 of this Schedule.

(a) Train Timetable Data comprising of rail timetable files as specified by RSP from time to time in document RSPS5046;

(b) Fares Data comprising of RSP fares files as specified by RSP from time to time in document RSPS5045; and

(c) Routeing Guide Data comprising of RSP routeing guide files as specified by RSP from time to time in document RSPS5047.

2. Licensed Data (Additional)

2.1 The additional Licensed Data specified in this Paragraph 2.1, shall only be accessible to or distributed to the Licensee, once RSP has received a written request from the Licensee and agreed in writing that the Licensee may use such additional Licensed Data. For the avoidance of doubt, this additional Licensed Data shall not form part of the core Licensed Data referred to in Paragraph 1.1 of this Schedule, and it shall be the responsibility of the Licensee to pay for and obtain access to the additional Licensed Data specified in this Paragraph 2.1.

(a) Data from RSP's Retail Control Service ("Retail Control Service Data"); and

(b) Reference data from RSP's LENNON system ("Lennon Reference Data").

3. Permitted Use

3.1 The Licensee is authorised to use the Licensed Data for the following purposes:

- [to be specifically defined here]

3.2 Where the Licensee acts or intends to act as an intermediary to a Retailer, the Licensee shall notify RSP of the name and contact details of the Retailer prior to the commencement of any services that contain Licensed Data, and shall withhold the provision of such services to the Retailer until RSP has licensed the Retailer to use the Licensed Data.

3.3 The Licensee shall be entitled to use the Licensed Data to enable and facilitate services it provides to its clients, and may charge its clients for the services it provides, plus any reasonable charges for the preparation of and distribution of services to Retailers as permitted by this Schedule.

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4.   Lennon Reference Data

4.1   The Lennon Reference data tables ("Data Tables") contain the following extracts:

(a)   Decoder Table
(b)   Sundry Codes
(c)   Product Codes
(d)   Business Profit Centre Codes
(e)   Merchant ID numbers by Acquirer

4.2   The Data Tables are located in a named directory within RSP's Lennon system, accessible to named users, and available for download via File Transfer Protocol ("FTP"). It is the responsibility of the Licensee to achieve technical connectivity to the named directory, in their own right and at their own cost. A user name and password are required to gain access to the directory and are available upon request from RSP.

4.3   The Data Tables are fully re-populated on a daily basis between 18.00hrs and 21.00hrs, during which time they are not available to be downloaded. For the avoidance of doubt, the previous day's data shall not be retained or archived.

4.4   RSP do not make a charge for the provision of these Data Tables, therefore, in the event of any operational incident which requires the provision of these Data Tables to be suspended, RSP cannot guarantee availability of them or that the previous day's data has been updated.

5.   Retail Control Service Data

5.1   The Retail Control Service ("RCS") data is provided in XML format as defined in the current version of RSPS2001 'Retail Control Service Interface Control Document'.

5.2   The RCS data shall be transferred to the Licensee's designated location via File Transfer Protocol ("FTP") on a daily basis, with a flow file sent on a weekly basis.

5.3   The RCS data provided shall be restricted to the fields defined within the current version of RSPS2001 'Retail Control Service Interface Control Document', but other fields may be added by RSP in the future as a further variation to this Agreement.

5.4   RSP do not make a charge for the provision of RCS data, therefore in the event of a network overload resulting from concurrent connections, a restriction in the maximum numbers of concurrent connections shall be introduced and this may affect when the Licensee receives the RCS data. It is the responsibility of the user to achieve technical connectivity with the RCS domain, in their own right and at their own cost.

6.   Licence Fee & Datafeeds Charge

6.1   The Licence Fee and Datafeeds Charge shall be subject to an annual review by RSP during each financial year, and shall be varied in accordance with changes to charges incurred by RSP and changes to RSP Services. RSP shall, following each annual review, advise the Licensee of the Licence Fee and Datafeeds Charge, which the Licensee shall pay during the following RSP financial year.

6.2   The Licence Fee for the financial year **01 April 2014 to 31 March 2015** shall be **£xxxx.00 [monthly data] or £xxxx.00 [daily data]** and RSP shall invoice the Licensee on the same date as the signature of this Agreement by both Parties. RSP shall advise the Licensee of the Licence Fee for the following financial year by the end of February each year.

6.3   For the frequency of the datafeeds specified in Paragraph 1.1 of this Schedule, the Datafeeds Charge shall be **[£xxxx]** for the financial year **01 April 2014 to 31 March 2015** and RSP shall invoice the Licensee on the same date as the signature of this Agreement by both Parties. RSP shall advise the Licensee of the Licence Fee for the following financial year by the end of February each year.

7.   Effective Date of this Agreement

8.1   This Agreement is effective from **[Date]**.

Rail Settlement Plan Data Licence

As witness the duly authorised representatives of the Parties have signed this Agreement on the day and year noted below:

[Date…………………………………………………………………….]

SIGNED by Steve Howes

for and on behalf of **Rail Settlement Plan Limited**:

SIGNED by

for and on behalf of **[Licensee]**: